FIRST AMENDMENT TO SECOND LIEN CREDIT AGREEMENT

This FIRST AMENDMENT TO SECOND LIEN CREDIT AGREEMENT, dated as of August 25, 2021 (this "Amendment"), is entered into by and among Apex Structured Holdings Ltd., an exempted company limited by shares incorporated under the laws of Bermuda ("Holdings"), Apex Structured Intermediate Holdings Ltd., an exempted company limited by shares incorporated under the laws of Bermuda (the "Company"), Apex Group Treasury LLC, a Delaware limited liability company (the "US Borrower"), certain subsidiaries of the Company, as Subsidiary Guarantors, the Incremental Lenders identified on Schedule 1 hereto (the "2021 Incremental Lenders"), and Bank of America, N.A., as Administrative Agent and Collateral Agent. Capitalized terms which are used in this Amendment without definition and which are defined in the Amended Credit Agreement shall have the same meanings herein as in the Amended Credit Agreement, as applicable.

R E C I T A L S:

WHEREAS, the US Borrower, Holdings, the Company, the Administrative Agent and the Lenders from time to time parties thereto (the "Lenders") have entered into that certain Second Lien Credit Agreement, dated as of July 27, 2021 (as may be amended, modified, supplemented, substituted, replaced, restated or refinanced, in whole or in part, from time to time in accordance with its terms, the "Credit Agreement" and as further amended by this Amendment, the "Amended Credit Agreement");

WHEREAS, the US Borrower has advised the Administrative Agent and the 2021 Incremental Lenders that Apex Acquisition Company Limited, a Hong Kong limited company ("Apex Buyer"), intends to consummate the Acquisition (as defined below);

WHEREAS, all the Loan Parties party to this Amendment are all the Loan Parties on the First Amendment Effective Date (as defined below).

WHEREAS, the US Borrower has requested that the 2021 Incremental Lenders (a) commit to make Dollar-denominated Incremental Term Loans available to the US Borrower in the aggregate principal amount of $180,000,000 (plus an amount necessary such that the imposition of any additional original issue discount or upfront fees in accordance with the Fee Letter (including as a result of any exercise of flex rights or other potential variations or amendments set out therein) shall not reduce the net funded amount thereof) pursuant to Section 2.20 of the Amended Credit Agreement (the "2021 Incremental Term Loans") subject only to the conditions set forth in Section 3(a) of this Amendment and (b)(i) fund all or, to the extent requested by the US Borrower, a portion of such 2021 Incremental Term Loans on the 2021 Initial Incremental Closing Date (as defined below) subject only to the conditions set forth in Section 3(b) of this Amendment and (ii) following the 2021 Initial Incremental Closing Date, fund any remaining 2021 Incremental Term Loan Commitments (as defined below) on any 2021 Subsequent Incremental Closing Date (as defined below) subject only to the conditions set forth in Section 3(c) of this Amendment;

WHEREAS, contemporaneously with their entry into this Amendment, the Company, Holdings, US Borrower and Irish Borrower have entered into the First Amendment to First Lien Credit Agreement, dated as of the date hereof (the "First Lien Amendment"), among Holdings, the Company, the US Borrower, the Irish Borrower, the "Incremental Lenders" (as defined in the First Lien Credit Agreement) named on Schedule 1 thereto and the First Lien Agent pursuant to which the US Borrower and Irish Borrower have obtained commitments from certain financial institutions to (a) provide "Incremental Term Loans" (as defined in the First Lien Credit Agreement), which may be denominated in Dollars (in the case of Incremental Term Loans incurred by the US Borrower) or Euros (in the case of Incremental Term Loans incurred by the Irish Borrower), under the First Lien Credit Agreement pursuant to Section 2.20 of the First Lien Credit Agreement in an aggregate principal amount of $465,000,000 (plus an amount necessary such that the imposition of any additional original issue discount or upfront fees in accordance with the Fee Letter (including as a result of any exercise of flex rights or other potential variations or amendments set out therein) shall not reduce the net funded amount thereof) (the "2021 Incremental First Lien Term Loans") subject only to the conditions set forth in the First Lien Amendment, (b) provide Euro-denominated "Incremental Term Loans" (as defined in the First Lien Credit Agreement), available to the Irish Borrower under the First Lien Credit Agreement pursuant to Section 2.20 of the First Lien Credit Agreement in the aggregate principal amount of €225,000,000 (plus an amount necessary such that the imposition of any additional original issue discount or upfront fees in accordance with the Fee Letter (including as a result of any exercise of flex rights or other potential variations or amendments set out therein) shall not reduce the net funded amount thereof), in each case and (c) fund such 2021 Incremental First Lien Term Loans on the 2021 Initial Incremental Closing Date (and any 2021 Subsequent Incremental Closing Date) subject only to the conditions set forth in the First Lien Amendment;

WHEREAS, contemporaneously with the entry by Holdings, the Company and the US Borrower into this Amendment and by Holdings, the Company, the US Borrower and the Irish Borrower into the First Lien Amendment, Parent and the Company have entered into the Second Amendment to Preferred Share Subscription Agreement, dated as of the date hereof (the "Preferred Amendment"), among Parent, Holdings, the "Incremental Investors" named on Schedule 1 thereto, the "Existing Investors" set forth under the heading "Investor" in Schedule 1 of the Preferred Share Subscription Agreement, GLAS Trust Corporation Limited, as collateral agent, and Global Loan Agency Services Limited, as calculation agent, which modifies the Preferred Share Subscription Agreement, dated as of January 28, 2021 (as may be amended, modified, supplemented, substituted, replaced, restated or refinanced, in whole or in part, from time to time in accordance with its terms, including by the first amendment on July 27, 2021 and the Preferred Amendment, the "Preferred Share Subscription Agreement"), under which certain investors have committed to (a) purchase additional cumulative preferred shares of Holdings for Dollars in an aggregate purchase price of $375,000,000 (the "2021 Incremental Preferred Share Purchase") subject only to the conditions set forth in the Preferred Amendment and (b) consummate the 2021 Incremental Preferred Share Purchase on the 2021 Initial Incremental Closing Date (and any 2021 Subsequent Incremental Closing Date) subject only to the conditions set forth in the Preferred Amendment;

WHEREAS, promptly upon receipt, (a) the US Borrower and the Irish Borrower, as applicable, will cause the proceeds of any 2021 Incremental Term Loans and the 2021 Incremental First Lien Term Loans received by them to be transferred to Apex Buyer and (b) Holdings and the

Company will cause the proceeds of any 2021 Incremental Preferred Share Purchase, together with any equity contributions received by Holdings from Parent for the purpose of funding the Acquisition on such 2021 Incremental Closing Date, to be transferred to Apex Buyer (all such amounts, collectively, "Acquisition Funding");

WHEREAS, Apex Buyer will (A) cause Irish Borrower to enter into (i) transactions that will convert any portion of the Acquisition Funding that is not denominated in Sterling into Sterling in an aggregate amount sufficient to fund the transactions to be consummated on such 2021 Incremental Closing Date(ii) a letter agreement pursuant to which the rights and obligations under such transactions will be passed through by Irish Borrower to Apex Buyer and (B) apply the Acquisition Funding obtained in respect of such 2021 Incremental Closing Date for Certain Funds Purposes (as defined below);

WHEREAS, the 2021 Incremental Lenders (as defined below) have agreed to provide the 2021 Incremental Term Loans on each 2021 Incremental Closing Date solely on the terms and conditions set forth herein;

WHEREAS, each 2021 Incremental Lender will make 2021 Incremental Term Loans to the US Borrower on each 2021 Incremental Closing Date in an aggregate amount up to its 2021 Incremental Term Loan Commitment (as defined below) and will become, if not already, a Lender for all purposes under the Amended Credit Agreement;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, and subject to the terms and conditions hereof, the parties hereto agree as follows:

SECTION 1. Defined Terms. As used in this Amendment, the following terms have the meanings specified below:

"2021 Incremental Closing Date" means the 2021 Initial Incremental Closing Date and each 2021 Subsequent Incremental Closing Date.

"2021 Initial Incremental Closing Date" means the date on which the conditions precedent set forth in Section 3(b) shall have been satisfied (or waived).

"2021 Subsequent Incremental Closing Date" means the date on which the conditions precedent set forth in Section 3(c) shall have been satisfied (or waived).

"Acceptance Condition" means the condition with respect to the number of acceptances to the Offer which must be secured in order for the Offer to become or be declared unconditional.

"Acquisition" means the acquisition by Apex Buyer of Target Shares pursuant to (a) a Scheme or (b) an Offer and (if applicable) a Squeeze-Out, in each case, including (i) any fees and stamp duty payable by the US Borrower in connection with the acquisition and (ii) any proposal made by the US Borrower pursuant to Rule 15 of the Takeover Code.

"Acquisition Documents" means the Scheme Documents or the Offer Documents (as the case may be).

"Availability Period" means the period starting on (and including) the First Amendment Effective Date and ending on the occurrence of a Mandatory Cancellation Event.

"Certain Funds Covenant" means, with respect to Holdings, the Company, the US Borrower and Apex Buyer only (and not, for the avoidance of doubt, in respect of any obligation to procure that any Subsidiary of Holdings, the Company or the US Borrower (other than the Company, the US Borrower and Apex Buyer), the Target or any Subsidiary of the Target take, or refrain from taking, any action), any covenant under any of (a) Section 5.04 (solely in respect of the legal existence of each of Holdings, the Company, the US Borrower and Apex Buyer) of the Amended Credit Agreement, (b) Sections 6.01, 6.02, 6.03(a), 6.04 (provided that, for the avoidance of doubt but without prejudice to the requirements set out in Sections 4(b) of this Agreement (excluding clauses 4(b)(i)(A), 4(b)(i)(D), 4(b)(i)(E), 4(b)(i)(G), 4(b)(i)(I) and, other than for the purposes of any 2021 Subsequent Incremental Closing Date that falls after the expiry of the grace periods referred to therein, 4(b)(i)(K)), neither the Acquisition nor any step, circumstance or transaction contemplated or permitted by or relating to the Acquisition or the Acquisition Documents or otherwise contemplated by the Structure Paper (including the payment of the proceeds of 2021 Incremental Term Loans or other amounts by the Company, Holdings or the US Borrower to Apex Bidco for application towards any Certain Funds Purpose) shall constitute a breach of this Section (or any other Section of the Amended Credit Agreement referred to in this definition, including for the avoidance of doubt, Sections 6.07 and 6.08 thereof)), 6.05 (solely as such covenant relates to sales of Target Shares), 6.06, 6.07 or 6.08 of the Amended Credit Agreement, in each case solely with respect to breaches thereof by Holdings, the Company, the US Borrower or Apex Buyer and (c) Section 4(b) of this Amendment (excluding clauses 4(b)(i)(A), 4(b)(i)(D), 4(b)(i)(E), 4(b)(i)(G), 4(b)(i)(I) and, other than for the purposes of any 2021 Subsequent Incremental Closing Date that falls after the expiry of the grace periods referred to therein 4(b)(i)(K)).

"Certain Funds Event of Default" means, with respect to Holdings, the Company, the US Borrower and Apex Buyer only (and not, for the avoidance of doubt, in respect of any obligation to procure that any Subsidiary of Holdings, the Company or the US Borrower (other than the Company, the US Borrower and Apex Buyer), the Target or any Subsidiary of the Target take, or refrain from taking, any action and not as a result of any Event of Default that is triggered by any Subsidiary of Holdings, the Company or the US Borrower (other than the Company, the US Borrower and Apex Buyer), the Target or any Subsidiary of the Target) any Event of Default under any of Sections 7.01(a), 7.01(b) (solely insofar as it relates to the failure to pay interest or fees under the Loan Documents), 7.01(c) (solely insofar as it relates to a breach of any Certain Funds Representation), 7.01(d) (solely insofar as it relates to a breach of any Certain Funds Covenant), 7.01(e) (solely insofar as it relates to a breach of any Certain Funds Covenant), 7.01(h) (but excluding any Event of Default thereunder caused by a frivolous or vexatious (and in either case, lacking in merit) action, proceeding or petition in respect of which no order or decree in respect of such involuntary case, petition or proceeding shall have been entered), 7.01(i) (other than 7.01(i)(ii) to the extent relating to a failure to contest in a timely and appropriate manner any proceeding or petition described in Section 7.01(h) of the Amended Credit Agreement or

7.01(i)(iv)), 7.01(l) (solely insofar as it relates to Liens securing the 2021 Incremental Term Loans and subject to, in respect of any default which is capable of remedy, the expiry of a 20 Business Day remedy period from the earlier of any of Holdings, the Company, the US Borrower or Apex Buyer (i) becoming aware of such default and (ii) receiving written notice from the Administrative Agent notifying it of such default), 7.01(m) (solely if any material provision in any Loan Document relating to the 2021 Incremental Term Loans shall cease to be in full force and effect or Holdings, the Company, the US Borrower or Apex Buyer so asserts in writing), 7.01(n) (solely if any material portion of any Guarantees relating to the 2021 Incremental Term Loans shall cease to be, or shall be asserted by Holdings, the Company, the US Borrower or Apex Buyer not to be, in full force and effect (in each case, other than in accordance with the terms of the Loan Documents)) or 7.01(o) of the Amended Credit Agreement.

"Certain Funds Period" means the period from and including the First Amendment Effective Date and ending on the date on which a Mandatory Cancellation Event occurs or exists; it being understood that the Certain Funds Period will end on such date but immediately after the relevant Mandatory Cancellation Event occurs or first exists.

"Certain Funds Purposes" means

(a) where the Acquisition proceeds by way of a Scheme:

(i) payment (directly or indirectly) of the cash consideration payable by Apex Buyer to the holders of the Scheme Shares in consideration of such Scheme Shares being acquired by Apex Buyer;

(ii) payment (directly or indirectly) of the cash consideration payable to holders of options to acquire Target Shares pursuant to any proposal in respect of those options as required by the Takeover Code;

(iii) (directly or indirectly) the Target Refinancing; and

(iv) payment (directly or indirectly) of the fees, costs and expenses in respect of the Transactions (including stamp duty and stamp duty reserve tax); or

(b) where the Acquisition proceeds by way of an Offer:

(i) payment (directly or indirectly) of the cash consideration payable by Apex Buyer to the holders of the Target Shares subject to the Offer in consideration of the acquisition of such Target Shares pursuant to the Offer;

(ii) payment (directly or indirectly) of the cash consideration payable to the holders of Target Shares pursuant to the exercise by Apex Buyer of the Squeeze-Out Rights;

(iii) payment (directly or indirectly) of the cash consideration payable to holders of options to acquire Target Shares pursuant to any proposal in respect of those options as required by the Takeover Code;

(iv) (directly or indirectly) the Target Refinancing; and

(v) payment (directly or indirectly) of the fees, costs and expenses in respect of the Transactions (including stamp duty and stamp duty reserve tax).

"Certain Funds Representation" means, with respect to Holdings, the Company, the US Borrower and Apex Buyer only (and not, for the avoidance of doubt, in respect of any obligation to procure that any Subsidiary (other than the Company, the US Borrower and Apex Buyer) of Holdings, the Company, the US Borrower or Apex Buyer, Target or any Subsidiary of the Target take, or refrain from taking, any action and not as a result of any misrepresentation with respect to, or made by, any Subsidiary (other than the Company, the US Borrower and Apex Buyer) of Holdings, the Company, the US Borrower, Apex Buyer, the Target or any Subsidiary of the Target), any representation and/or warranty under any of Sections 3.01(i) (but with respect to good standing, only to the extent a breach would have a Material Adverse Effect on the US Borrower's ability to perform and comply with its monetary obligations under this Amendment and each other Loan Document), Section 3.02, Section 3.03(b), Section 3.03(c) (limited to violations or defaults under indentures, agreements or other instruments with respect to Material Indebtedness), Section 3.08 and Section 3.16 of the Amended Credit Agreement.

"Co-operation Agreement" means the co-operation agreement entered into between Apex Buyer and Target dated on or around the date hereof in relation to the implementation of the Transactions.

"Court" means the Royal Court of Justice of Jersey.

"Court Meeting" means the meeting or meetings of Scheme Shareholders (or any adjournment thereof) to be convened at the direction of the Court for the purposes of considering and, if thought fit, approving the Scheme.

"Court Order" means the Act of the Court sanctioning the Scheme.

"Fee Letter" has the meaning given to that term in Section 2(b).

"General Meeting" means the general meeting of the holders of Target Shares (or any adjournment thereof) to be convened in connection with the implementation of a Scheme.

"Incremental Arranger" means collectively Deutsche Bank Securities Inc., Bank of America, N.A., London Branch and Bank of America Europe DAC.

"Incremental Closing Date Officer's Certificate" means a certificate substantially in the form of Exhibit B, dated as of the 2021 Initial Incremental Closing Date, and signed by a director or similar officer of the Company, certifying that:

(a) the conditions set forth in Section 3(b)(vi) have been satisfied;

(b) there have been no changes since the First Amendment Effective Date with respect to the documents delivered or matters certified (as applicable) pursuant to Section 3(a)(vi) (or otherwise providing updates to such documents or certifications); and

(c) (i) in the case of an Offer, that the Minimum Acceptance Level has been achieved and the Offer Unconditional Date has occurred; and (ii) in the case of the Scheme, that the Scheme Effective Date has occurred, in each case without the US Borrower having agreed to any Materially Adverse Amendment to the applicable Acquisition Documents except in accordance with Section 4(b)(ii).

"Irish Borrower" means Apex Group Treasury Limited, a private company limited by shares incorporated in Ireland with company registration number 667981.

"Irish Law Debenture" means the Irish law governed second lien debenture dated 27 July 2021 between the Irish Borrower and the Administrative Agent.

"Irish Law Share Charge" means the Irish law governed second lien share charge over the shares in the Irish Borrower dated 27 July 2021 between Apex Group Treasury Holdings HK Limited and the Administrative Agent.

"Jersey Companies Law" means the Companies (Jersey) Law 1991.

"Long-Stop Date" means 30 June 2022, or such later date which is no later than: (a) where the Acquisition proceeds by way of a Scheme, the date that is six weeks after the date first set forth above; or (b) where the Acquisition proceeds by way of an Offer, the date that is eight weeks after the date first set forth above.

"Mandatory Cancellation Event" means the occurrence of any of the following conditions or events:

(a) if the first Press Release has not been issued by such date, 11:59pm in New York on the date falling 20 Business Days after the date of this Amendment (or such later date as the Incremental Arranger may agree in its sole discretion);

(b) where a Press Release is issued and the Acquisition proceeds by way of a Scheme:

(i) a Court Meeting is held (and not adjourned or otherwise postponed) to approve the Scheme at which a vote is held to approve the Scheme, but the Scheme is not so approved by the requisite majority of the Scheme Shareholders at such Court Meeting;

(ii) a General Meeting is held (and not adjourned or otherwise postponed) to pass the Scheme Resolutions at which a vote is held on the Scheme Resolutions, but the Scheme Resolutions are not passed by the requisite majority of the shareholders of the Target at such General Meeting;

(iii) applications for the issuance of the Court Order are made to the Court (and not adjourned or otherwise postponed) but the Court (in its final judgment) refuses to grant the Court Order;

(iv) the Scheme lapses or is withdrawn with the consent of the Panel or by order of the Court;

(v) a Court Order is issued but not filed with the Registrar within ten Business Days of its issuance;

(vi) 11:59pm in New York on the date upon which all payments made or to be made for Certain Funds Purposes have been paid in full in cleared funds; or

(vii) 11:59pm in New York on the Long-Stop Date;

unless, in respect of clauses (i) to (v) inclusive above, for the purpose of switching from a Scheme to an Offer, within five Business Days of such event the US Borrower or Apex Buyer has notified the Incremental Arranger that Apex Buyer intends to issue, and then within 10 Business Days (or such later period as the Incremental Arranger may agree in its sole discretion) after delivery of such notice does issue, an Offer Press Release (in which case no Mandatory Cancellation Event shall have occurred pursuant to clauses (i) to (v) inclusive above); provided that the postponement or adjournment of any Court Meeting, General Meeting or application referred to in this paragraph (b) shall not constitute a Mandatory Cancellation Event if such Court Meeting, General Meeting or application is capable of being re-convened, re-submitted or granted on a future date;

(c) where a Press Release is issued and the Acquisition proceeds by way of an Offer:

(i) such Offer lapses, terminates or is withdrawn with the consent of the Panel unless, for the purpose of switching from an Offer to a Scheme, within five Business Days of such event the US Borrower or Apex Buyer has notified the Incremental Arranger that Apex Buyer intends to issue, and then within 10 Business Days (or such later period as the Incremental Arranger may agree in its sole discretion) after delivery of such notice does issue, a Scheme Press Release (in which case no Mandatory Cancellation Event shall have occurred);

(ii) 11:59pm in New York on the date upon which all payments made or to be made for Certain Funds Purposes have been paid in full in cleared funds;

(iii) 11:59pm in New York on the date falling 90 days after the Offer Unconditional Date; or

(iv) 11:59pm in New York on the Long-Stop Date, unless the Offer Unconditional Date has occurred on or prior thereto.

"Materially Adverse Amendment" means a modification, amendment or waiver to or of the terms or conditions (including the treatment of a condition as having been satisfied) of the Acquisition Documents compared to the terms and conditions that are included in the draft of the Press Release delivered to the Administrative Agent in accordance with Section 3(a)(ii) that is materially adverse to the interests of the 2021 Incremental Lenders (taken as a whole) under the Loan Documents; it being acknowledged (except (x) to the extent paid in the form of common stock of Apex Buyer or (y) as otherwise agreed in writing by the Incremental Arranger) that an increase to the purchase price for the Target Shares would be materially adverse to the 2021 Incremental Lenders; provided, that any modification, amendment or waiver (including the treatment of a condition as having been satisfied) (i) that is required pursuant to (or reasonably determined by the US Borrower or Apex Buyer as being necessary or desirable to comply with the requirements or requests of) the Takeover Code or by a court of competent jurisdiction, any other applicable law, regulation or regulatory body or the Panel (including any refusal by the Panel to allow the invocation of a condition) or (ii) reducing the Acceptance Condition to not less than the Minimum Acceptance Level in accordance with Section 4(b)(i)(B), or (iii) waiving any condition that the Panel has not given Apex Buyer its consent to invoke, (iv) in the case of an Offer, that is an extension of the period in which holders of the Target Shares may accept the Offer or (v) necessary to effect the switch from a Scheme to an Offer (or vice versa), in each case, shall not be a Materially Adverse Amendment. In the case of an Offer, if Apex Buyer or any person acting in concert with Apex Buyer (within the meaning of the Takeover Code) makes an acceleration statement (within the meaning of the Takeover Code) which includes a statement that Apex Buyer has waived any conditions to the Offer, such waiver shall be considered to be a voluntary waiver for the purposes of this definition and not a requirement of the Takeover Code or the Panel.

"Minimum Acceptance Level" has the meaning specified in Section 4(b)(i)(B).

"Minimum Equity Condition" means the contribution to the Company of an amount in cash (which will ultimately be used to acquire the Target Shares) in the form of common equity, in an amount of at least $1,335 million.

"Offer" means if (subject to the consent of the Panel and the terms of the Cooperation Agreement) Apex Buyer elects to effect, the Acquisition by way of a takeover offer, as defined in Article 116 of the Jersey Companies Law, the offer to be made by or on behalf of Apex Buyer to acquire the issued and to be issued ordinary share capital of the Target on the terms and subject to the conditions set out in the Offer Documents.

"Offer Documents" means the Offer Press Release, the offer document to be sent by Apex Buyer to the holders of Target Shares and any other material document sent by Apex Buyer to Target Shareholders in relation to the terms and conditions of an Offer.

"Offer Press Release" means the press release announcing, in compliance with Rule 2.7 of the Takeover Code, a firm intention to make an offer for the Target which is to be implemented by way of an Offer or, as the case may be, a conversion from a Scheme to an Offer in accordance with Section 8 of Appendix 7 to the Takeover Code.

"Offer Unconditional Date" means the date on which the Offer becomes or is declared unconditional.

"Panel" means the Panel on Takeovers and Mergers in the United Kingdom.

"Press Release" means an Offer Press Release or a Scheme Press Release.

"Receiving Agent" means the receiving agent appointed by Apex Buyer in connection with the acquisition of the Target Shares.

"Registrar" means the Registrar of Companies for Jersey.

"Scheme" means a scheme of arrangement made pursuant to Article 125 of the Jersey Companies Law between the Target and the holders of Target Shares in relation to the transfer of the Scheme Shares to Apex Buyer as contemplated by the Scheme Circular (as such Scheme Circular may be amended in accordance with the terms of this Amendment).

"Scheme Circular" means the circular (including any supplemental circular) to the shareholders of the Target to be issued by the Target setting out the proposals for the Scheme and containing the notices of the Court Meeting and the General Meeting.

"Scheme Documents" means the Scheme Press Release, the Scheme Circular and any other material document sent to the holders of Target Shares in relation to the terms and conditions of the Scheme.

"Scheme Effective Date" means the date on which a copy of the Court Order sanctioning the Scheme is duly filed on behalf of the Target with the Registrar and the Scheme becomes effective in accordance with Article 125 of the Jersey Companies Law.

"Scheme Press Release" means each press release made by or on behalf of Apex Buyer announcing, in compliance with Rule 2.7 of the Takeover Code, a firm intention to make an offer which is to be implemented by means of the Scheme or, as the case may be, a conversion from an Offer to a Scheme in accordance with Section 8 of Appendix 7 to the Takeover Code.

"Scheme Resolutions" means the resolutions to be set out in the Scheme Circular to be considered and, if thought fit, approved at the General Meeting.

"Scheme Shareholders" means the registered holders of Scheme Shares at the relevant time.

"Scheme Shares" means the Target Shares which are subject to the Scheme in accordance with its terms.

"Squeeze-Out" means, if Apex Buyer becomes entitled to give notice under Article 117 of the Jersey Companies Law, the procedure to be implemented following the date on which the Offer is declared or becomes unconditional under Article 117 of the Jersey Companies Law to squeeze

out all of the outstanding shares in the Target which Apex Buyer has not acquired, contracted to acquire or in respect of which it has not received valid acceptances.

"Squeeze-Out Notice" means a notice issued to a holder of Target Shares by Apex Buyer in accordance with Article 117 of the Jersey Companies Law.

"Squeeze-Out Rights" means the rights of Apex Buyer pursuant to Article 117 and Article 118 of the Jersey Companies Law to acquire any remaining Target Shares which are the subject of the Offer.

"Structure Paper" means that certain structuring paper titled "Sierra Group Bid Vehicle: Proposed Ownership and Financing Structure" prepared by PB First FZ-LLC in the form delivered to the 2021 Incremental Lenders in accordance with Section 3(b)(iv)(A) hereof.

"Takeover Code" means the City Code on Takeovers and Mergers in the United Kingdom issued by the Panel from time to time.

"Target" means Sanne Group plc, a public limited company incorporated in Jersey.

"Target Existing Debt" means indebtedness and other obligations of the Target and its Subsidiaries.

"Target Refinancing" means, as applicable, (a) the repayment in full of all or certain of the Target Existing Debt, together with any fees, costs, expenses and premiums in relation thereto and (b) the release of any guarantees or liens in respect thereof.

"Target Shares" means all of the issued and unconditionally allotted ordinary shares in the Target and any further such shares which may be issued or unconditionally allotted pursuant to the exercise of any subscription or conversion rights, options or otherwise.

"Transactions" means (a) the execution, delivery and performance by Holdings, the Company and the US Borrower of this Amendment and the Fee Letter, (b) the borrowing of the 2021 Incremental Term Loans and the 2021 Incremental First Lien Term Loans, (c) the 2021 Incremental Preferred Share Purchase, (d) the consummation of the Acquisition, (e) the Target Refinancing, if applicable, and (f) the payment of fees and expenses related thereto.

SECTION 2. 2021 Incremental Term Loans.

(a) Subject only to the conditions set forth in Section 23 of this Amendment, each 2021 Incremental Lender with a commitment (each, a "2021 Incremental Term Lender") severally agrees to make a 2021 Incremental Term Loan denominated in Dollars to the US Borrower at any time during the Availability Period for any Certain Funds Purpose on, and subject to the occurrence of, the 2021 Initial Incremental Closing Date and each 2021 Subsequent Incremental Closing Date, in an aggregate principal amount up to its 2021 Incremental Term Loan Commitment denominated in Dollars (as to each such 2021 Incremental Term Lender, its "2021 Term Loan Commitment"). The "2021 Incremental Term Loan Commitment" of each 2021 Incremental Lender is the amount set forth opposite such 2021 Incremental Lender's name on Schedule 1 hereto. Any unfunded

portion of any 2021 Incremental Term Loan Commitment shall automatically and irrevocably terminate at 12:01 a.m. on the calendar day immediately following last day of the Certain Funds Period. It is understood and agreed that each 2021 Incremental Term Lender may act through such of its affiliates or branches as it deems appropriate in order to fulfill its obligations pursuant to this paragraph but for the avoidance of doubt, this shall not in any way relieve such 2021 Incremental Term Lender from its obligations to fund any 2021 Incremental Term Loan or any of its other obligations pursuant to this paragraph.

(b) Subject to adjustment in accordance with the terms of the Fee Letter, dated as of the date hereof (as the same may be amended, supplemented or otherwise modified from time to time, the "Fee Letter"), among the US Borrower, the 2021 Incremental Lenders parties thereto and the Incremental Arranger and save as otherwise set out or provided for in this Amendment, (a) the 2021 Incremental Term Loans shall have the same terms as the Term Loans (including, without limitation, with respect to the Maturity Date, the Applicable Margin, mandatory prepayments and voluntary prepayments, in each case except as otherwise provided in the Amended Credit Agreement) and (b) all 2021 Incremental Term Loans (i) shall constitute Obligations under the Amended Credit Agreement and the other Loan Documents, (ii) shall be secured on a *pari passu* basis by the Liens granted to the Administrative Agent for the benefit of the Secured Parties, (iii) shall be guaranteed in the same manner and to the same extent by the Guarantors that guarantee the Initial Term Loans and (iv) shall otherwise be subject to the provisions, including any provisions restricting the rights, or regarding the obligations, of the Loan Parties or any provisions regarding the rights of the Term Lenders, under the Amended Credit Agreement and the other Loan Documents. Notwithstanding the foregoing, the US Borrower and the 2021 Incremental Lenders agree that if the 2021 Initial Incremental Closing Date occurs after December 31, 2021, the 2021 Incremental Term Loans shall bear interest on the basis of a Benchmark Transition Event and the related Benchmark Replacement Date having occurred and the applicable Benchmark Replacement then being in effect with respect to the 2021 Incremental Term Loans. For the avoidance of doubt the parties may enter into an additional Incremental Facility Amendment to reflect any adjustments made to terms in accordance with the Fee Letter following the First Amendment Effective Date.

(c) Each 2021 Incremental Lender shall make each 2021 Incremental Term Loan to be made by it hereunder on the applicable Incremental Closing Date by wire transfer of immediately available funds by 12:00 noon, New York City time, to the Applicable Account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the US Borrower on the applicable Incremental Closing Date by crediting the amounts so received, in like funds, to an account of the US Borrower designated by the applicable Borrower in the applicable Borrowing Request.

(d) The Loan Parties, 2021 Incremental Lenders and the Administrative Agent agree and acknowledge that this Amendment sets out the terms and conditions relating to the 2021 Incremental Term Loans and to the extent of any conflict between the terms of this Amendment and the Amended Credit Agreement in relation to those terms and conditions, the provisions of this Agreement will prevail, including, without limitation as to the ability of the Administrative Agent to exercise any right under Section 7.01 of the Amended Credit Agreement in relation to the 2021 Incremental Term Loans, which will be limited as set out in this Amendment.

(e) Notwithstanding anything in the Amended Credit Agreement, no Incremental Lender will be entitled to sell a participation, assign or otherwise transfer all or a portion of its rights and obligations in respect of the 2021 Incremental Term Loans or any 2021 Incremental Term Loan Commitment until after the end of the Certain Funds Period, except to the extent the Company consents (in its sole discretion) and Sections 9.04(b) and 9.04(c) of the Amended Credit Agreement will be construed accordingly as it relates to the 2021 Incremental Term Loans.

(f) Treatment of 2021 Incremental Term Loans. The 2021 Incremental Term Loans shall constitute a new Class of Term Loans under the Credit Agreement; provided that if, after giving effect to any adjustments in accordance with the Fee Letter and any adjustment permitted under Section 2.10(a) of the Credit Agreement, the 2021 Incremental Term Loans are (or will be) "fungible" under relevant tax and secondary market principles ("Fungible") with the Term Loans, then (1) the 2021 Incremental Term Loans shall constitute part of the same Class as the Term Loans and (2) the provisions of the Credit Agreement, including but not limited to Section 2.10(a), shall be amended, with only the consent of the Administrative Agent and the Company, to permit the 2021 Incremental Term Loans to be Fungible with the Term Loans.

(g) From and after the First Amendment Effective Date, each 2021 Incremental Lender shall be a "Lender" for purposes of the Amended Credit Agreement and the other Loan Documents. This Amendment constitutes an "Incremental Amendment" as such term is defined in the Credit Agreement.

SECTION 3. Conditions.

(a) Conditions to the First Amendment Effective Date. This Amendment shall become effective and the 2021 Incremental Term Loan Commitments of each 2021 Incremental Lender shall become effective as of the date hereof (the "First Amendment Effective Date") upon receipt by the Administrative Agent and/or the 2021 Incremental Lenders (as applicable) of each of the following:

(i) Executed Counterparts. Duly executed counterparts to:

(A) this Amendment from the US Borrower, Holdings, the Company, the Guarantors, the Administrative Agent and each 2021 Incremental Lender shall have been received by the Administrative Agent; and

(B) the Fee Letter from the Company and the US Borrower shall have been received by the 2021 Incremental Lenders.

(ii) Press Release. The 2021 Incremental Lenders shall have received a draft Offer Press Release or Scheme Press Release (as applicable) in form and substance reasonably satisfactory to the 2021 Incremental Lenders.

(iii) Other Amendments. The 2021 Incremental Lenders shall have received evidence reasonably satisfactory to the 2021 Incremental Lenders that the First Lien Amendment and the Preferred Amendment shall have become effective (or will become effective at substantially the same time as this Amendment);

(iv) Irish Deed of Confirmation. The 2021 Incremental Lenders shall have received a duly executed Irish law governed deed of confirmation between the Irish Borrower, Apex Group Treasury Holdings HK Limited and the Administrative Agent in respect of the Irish Law Debenture and the Irish Law Share Charge.

(v) Fees and Expenses. The 2021 Incremental Lenders shall have received all fees required to be paid under this Amendment and the Fee Letter (or arrangements with respect to the payment thereof which are reasonably satisfactory to the 2021 Incremental Lenders shall have been made) on or prior to the First Amendment Effective Date, and all expenses (or arrangements with respect to the payment thereof which are reasonably satisfactory to the 2021 Incremental Lenders shall have been made) for which invoices have been presented (including the reasonable fees and expenses of legal counsel), at least one (1) Business Day before the First Amendment Effective Date.

(vi) Corporate Documents. The 2021 Incremental Lenders shall have received a certificate of each of Holdings, the Company and the US Borrower, dated the First Amendment Effective Date, executed by any Responsible Officer of the relevant Loan Party, which shall include or attach (A) a copy of each Organizational Document of each of Holdings, the Company and the US Borrower certified, to the extent applicable in the case of the US Borrower, as of a recent date by the applicable Governmental Authority, (B) signature and incumbency certificates of the Responsible Officers and authorized signatories of each of Holdings, the Company and the US Borrower, as applicable, executing this Amendment, (C) resolutions of the Board of Directors of each of Holdings, the Company and the US Borrower approving and authorizing the execution, delivery and performance of the Amendment, certified as of the First Amendment Effective Date by its Responsible Officer as being in full force and effect without modification or amendment and (D) a good standing certificate or equivalent (to the extent such concept exists) from the applicable Governmental Authority of each of Holdings', the Company's and the US Borrower's jurisdiction of incorporation, organization or formation.

(vii) Legal Opinions. The 2021 Incremental Lenders and the Administrative Agent shall have received a customary written opinion (addressed to the Administrative Agent and the 2021 Incremental Lenders and dated the First Amendment Effective Date) of Willkie Farr & Gallagher LLP, as special New York counsel for Holdings, the Company and the US Borrower, Conyers Dill & Pearman Limited, as special Bermuda counsel to the 2021 Incremental Lenders and the Administrative Agent, and Matheson, as special Irish counsel to the 2021 Incremental Lenders and the Administrative Agent. Each of the Company and the US Borrower hereby requests such counsel to deliver such opinions.

(viii) Incremental Conditions. The provisions of Section 2.20 of the Amended Credit Agreement in respect of the 2021 Incremental Term Loan shall have been met as of the First Amendment Effective Date.

(ix) KYC Information. The US Borrower shall have provided to the 2021 Incremental Lenders (i) the documentation and other information so requested in connection with applicable "know your customer" and anti-money-laundering rules and regulations, including the PATRIOT Act, and (ii) if the US Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a Beneficial Ownership Certification as to the US Borrower, in form and substance satisfactory to the 2021 Incremental Lenders.

(x) Target Financial Statements. The 2021 Incremental Lenders shall have received the audited consolidated statements of financial condition of the Target and its Subsidiaries for the fiscal years ending December 31, 2018, December 31, 2019 and December 31, 2020.

(xi) Base Case Model. The 2021 Incremental Lenders shall have received the base case model agreed with the Sponsor prior to the date hereof.

(xii) Structure Chart. The 2021 Incremental Lenders shall have received a structure chart showing Holdings and its Subsidiaries assuming that the 2021 Initial Incremental Closing Date has occurred.

(xiii) First Amendment Effective Date Representations and Warranties; Absence of Defaults.

(A) As of the First Amendment Effective Date, the representations and warranties contained in the Amended Credit Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the First Amendment Effective Date (it being understood and agreed that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects on the First Amendment Effective Date), except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date (it being understood and agreed that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects on such earlier date).

(B) As of the First Amendment Effective Date, no event shall have occurred and be continuing or would result from the consummation of the transactions contemplated by this Amendment on the First Amendment Effective Date that would constitute an Event of Default or a Default.

(xiv) First Amendment Effective Date Officer's Certificate. The Administrative Agent shall have received a certificate, dated as of the First Amendment Effective Date, signed by a director or similar officer of the Company, certifying that:

(A) the conditions set forth in clauses (viii) and (xiii) above have been satisfied; and

(B) as of the First Amendment Effective Date, the US Borrower has made an LCT Election with respect to the 2021 Incremental Term Loans to treat the First Amendment Effective Date as the LCT Test Date and attaching a reasonably detailed calculation thereto demonstrating that the amount of 2021 Incremental Term Loans does not exceed the Incremental Cap.

By their execution of this Amendment (x) the 2021 Incremental Lenders irrevocably confirm to the Administrative Agent that they have received in satisfactory form the documents and evidence referred to in paragraphs (i)(B), (ii) to (vii) (inclusive) and (ix) to (xii) (inclusive) above; and (y) the Administrative Agent irrevocably confirms to the 2021 Incremental Lenders that it has received in satisfactory form the documents and evidence referred to in paragraphs (i)(A), (vii) and (xiv) above, and in reliance on the confirmations set out in (x) and (y) above and on the representations and warranties otherwise set forth herein, the Administrative Agent and the 2021 Incremental Lenders irrevocably confirm that the First Amendment Effective Date has occurred on the date of this Amendment.

(b) Conditions to the 2021 Initial Incremental Closing Date. The obligations of each 2021 Incremental Lender to fund its 2021 Incremental Term Loans on the 2021 Initial Incremental Closing Date shall be subject only to the satisfaction or waiver (in accordance with Section 7(a)) of the following conditions precedent during the Availability Period:

(i) First Amendment Effective Date. The First Amendment Effective Date shall have occurred.

(ii) Incremental Closing Date Officer's Certificate. The 2021 Incremental Lenders shall have received the Incremental Closing Date Officer's Certificate.

(iii) Minimum Equity Condition. The 2021 Incremental Lenders shall have received a certificate signed by a director or similar officer of the Company, certifying that, pro forma for the proposed utilization, the Minimum Equity Condition will be satisfied on the 2021 Initial Incremental Closing Date.

(iv) Reports. The 2021 Incremental Lenders shall have received, on a non-reliance basis, copies of:

(A) Structure Paper;

(B) the financial and tax due diligence report prepared by Alvarez & Marsal in relation to the Transactions;

(C) the synergies review report prepared by Alvarez & Marsal in relation to the Transactions;

(D) the regulatory and compliance due diligence report red flag report prepared by Kroll Advisory Ltd in relation to the Transactions;

(E) the legal due diligence report prepared by Kirkland & Ellis LLP in relation to the Transactions;

(F) the insurance due diligence report prepared by Marsh in relation to the Transactions; and

(G) the HR due diligence red flag report prepared by Mercer in relation to the Transactions,

in each case provided that this condition will be satisfied if the final versions of such documents are, in form and substance, substantially the same as the versions received by the 2021 Incremental Lenders prior to the date hereof, save for (x) any changes which are not materially adverse to the interests of the 2021 Incremental Lenders under the Loan Documents and (y) any changes approved by the 2021 Incremental Lenders (acting reasonably).

(v) Scheme/Offer Sanctioned. If the Acquisition is pursuant to:

(A) a Scheme, then the Scheme Effective Date shall have occurred; or

(B) an Offer, then the Offer Unconditional Date shall have occurred,

in each case without Apex Buyer having agreed to any Materially Adverse Amendment to the applicable Acquisition Documents except in accordance with Section 4(b)(ii).

(vi) Absence of Certain Funds Event of Default. On the 2021 Initial Incremental Closing Date, immediately before and after giving effect to the making of and application of proceeds of the applicable 2021 Incremental Term Loans, no Certain Funds Event of Default shall have occurred and be continuing.

(vii) Fees. The 2021 Incremental Lenders shall have received all fees required to be paid under this Amendment and the Fee Letter (or arrangements for such fees to be deducted by the Administrative Agent from the proceeds of the 2021 Incremental Term Loans shall have been made) on or prior to the 2021 Initial Incremental Closing Date (and for the avoidance of doubt, a direction by the US Borrower to the Administrative Agent to deduct the full amount of such fees from the proceeds of the 2021 Incremental Term Loans to be funded on the 2021 Initial Incremental Closing Date in the applicable request for a borrowing of 2021 Incremental Term Loans on the 2021 Initial Incremental Closing Date or a closing funds flow demonstrating that such fees will be paid on the 2021 Initial Incremental Closing Date shall each be sufficient to satisfy this condition).

(viii) Borrowing Request. The Administrative Agent shall have received a Borrowing Request in accordance with Section 2.03 of the Amended Credit Agreement in respect of the 2021 Incremental Term Loans to be funded on the 2021 Initial Incremental Closing Date.

(c) Conditions to Each 2021 Subsequent Incremental Closing Date. The obligations of each 2021 Incremental Lender to fund its 2021 Incremental Term Loans on each 2021 Subsequent Incremental Closing Date shall be subject only to the satisfaction or waiver (in accordance with Section 7(a)) of the following conditions precedent during the Availability Period:

(i) 2021 Initial Incremental Closing Date. The 2021 Initial Incremental Closing Date shall have occurred.

(ii) [Reserved].

(iii) Absence of Certain Funds Event of Default. On such 2021 Subsequent Incremental Closing Date, immediately before and after giving effect to the making of and application of proceeds of the applicable 2021 Incremental Term Loans, no Certain Funds Event of Default shall have occurred and be continuing.

(iv) Fees. The 2021 Incremental Lenders shall have received all fees required to be paid under this Amendment and the Fee Letter (or arrangements for such fees to be deducted by the Administrative Agent from the proceeds of the 2021 Incremental Term Loans shall have been made) on or prior to such 2021 Subsequent Incremental Closing Date (and for the avoidance of doubt, a direction by the US Borrower to the Administrative Agent to deduct the full amount of such fees from the proceeds of the 2021 Incremental Term Loans to be funded on such 2021 Subsequent Incremental Closing Date in the applicable request for a borrowing of 2021 Incremental Term Loans on such 2021 Subsequent Incremental Closing Date or a closing funds flow demonstrating to the reasonable satisfaction of the Administrative Agent that such fees will be paid on such 2021 Subsequent Incremental Closing Date shall each be sufficient to satisfy this condition).

(v) Borrowing Request. The Administrative Agent shall have received a Borrowing Request in accordance with Section 2.03 of the Amended Credit Agreement in respect of the 2021 Incremental Term Loans to be funded on such 2021 Subsequent Incremental Closing Date.

SECTION 4. Additional Agreements.

(a) Actions during Certain Funds Period. Notwithstanding anything to the contrary in this Amendment or the Amended Credit Agreement or any other Loan Document, during the Certain Funds Period no 2021 Incremental Lender shall (unless (x) in the case of a particular 2021 Incremental Lender, in respect of clause (iii) of this Section 4(a), it would be illegal for such 2021 Incremental Lender to participate in making a 2021 Incremental Term Loan; provided, that such 2021 Incremental Lender has used commercially reasonable efforts to make its 2021 Incremental Term Loans through an Affiliate of such 2021 Incremental Lender not subject to such legal

restriction; provided, further, that the occurrence of such event in relation to one 2021 Incremental Lender shall not relieve any other 2021 Incremental Lender of its obligations hereunder, (y) a Certain Funds Event of Default has occurred and is continuing or, in respect of clause (iii) of this Section 4(a), would result from making such 2021 Incremental Term Loans or (z) in respect of clause (iii) of this Section 4(a), a Lender is not obligated pursuant to Section 3(b) to make such 2021 Incremental Term Loan) be entitled to:

(i) cancel or terminate any of its Commitments;

(ii) rescind, terminate or cancel this Amendment, any 2021 Incremental Term Loan Commitment or any of the 2021 Incremental Term Loans or exercise any similar right or remedy or make or enforce any claim under this Amendment or the Amended Credit Agreement or any other Loan Document it may have to the extent to do so would prevent or limit the making of its 2021 Incremental Term Loans;

(iii) refuse to participate in the making of its 2021 Incremental Term Loans, subject to satisfaction of the conditions set forth in Section 3(b);

(iv) exercise any right of set-off or counterclaim or similar right or remedy to the extent to do so would prevent or limit the making of its 2021 Incremental Term Loans; or

(v) cancel, accelerate or cause repayment or prepayment of any amounts owing under this Amendment or any other Loan Document to the extent to do so would prevent or limit the making of its 2021 Incremental Term Loans,

provided, that immediately upon the expiration of the Certain Funds Period, all such rights, remedies and entitlements shall be available to the Lenders if applicable at such time notwithstanding that they may not have been used or been available for use during the Certain Funds Period.

(b) Scheme and Offer.

(i) Each of Holdings, the Company and the US Borrower agrees that from and after the First Amendment Effective Date, it shall (and shall cause Apex Buyer to):

(A) not issue any Press Release other than (x) pursuant to Section 4(b)(i)(F) or (y) unless, subject to such amendments as are not Materially Adverse Amendments, that Press Release is consistent in all material respects with the draft of the Press Release delivered to the Incremental Arranger pursuant to Section 3(a)(ii);

(B) except as consented to by the Incremental Arranger in writing (such consent not to be unreasonably withheld, delayed or conditioned), ensure that the terms of the Offer or Scheme as set out in the Offer Documents or the Scheme Documents (as the case may be and, in each case, other than the Press Release) are consistent in all material respects with the form of the respective press release delivered to the Incremental Arranger pursuant to

Section 3(a)(ii) subject to any variation required by the Takeover Code, the Court or the Panel and, in each case, to any variations which would not contravene Section 4(b)(ii). In the case of an Offer, the Acceptance Condition shall be not capable of being satisfied, unless acceptances have been received that would, when aggregated with all Target Shares (excluding any shares held in treasury) directly or indirectly owned by Apex Buyer, result in Apex Buyer (directly or indirectly) holding shares representing, in any case, at least 75% plus one (1) share of all Target Shares carrying voting rights on a fully diluted basis (excluding any shares held in treasury) as at the date on which the Offer is declared unconditional (the "Minimum Acceptance Level");

(C) comply in all material respects with the Takeover Code and all other applicable laws and regulations material in relation to any Offer or Scheme, subject to any consents, waivers or dispensations granted by the Panel or any other applicable regulator or the requirements of the Court;

(D) promptly provide the Incremental Arranger with such information as it may reasonably request in writing as to the status and progress of the Scheme or Offer (including, in the case of an Offer, the current level of acceptances, the implementation and exercise of the Squeeze-Out Rights and the dispatch of any Squeeze-Out Notices (if relevant) but excluding, in the case of a Scheme, the current level of proxies received and notified to the Target in respect of the Scheme and any other information not freely supplied by the Target), any regulatory and anti-trust clearances required in connection with the Acquisition and such other information as it may reasonably request regarding the status of the Acquisition subject to any confidentiality, regulatory or other restrictions relating to the supply of such information;

(E) deliver to the Incremental Arranger copies of each Press Release, each Offer Document, any Scheme Document and all material legally binding agreements entered into by Apex Buyer in connection with an Offer or Scheme to the extent material to the interests of the 2021 Incremental Lenders (as reasonably determined by the Company), in each case, except to the extent it is prohibited by law or regulation from doing so;

(F) in the event that a Scheme is switched to an Offer or vice versa (which Apex Buyer shall be entitled to do on multiple occasions provided that Holdings, the Company and the US Borrower comply with the terms of this Amendment with respect to such switch), except as consented to by the Incremental Arranger in writing (such consent not to be unreasonably withheld, delayed or conditioned), ensure that the terms and conditions contained in the Offer Documents or the Scheme Documents (whichever is applicable) are consistent in all material respects with those set out in the Press Release delivered to the Incremental Arranger pursuant to Section 3(a)(ii) other than (x) any changes permitted to be made in accordance with

Section 4(b)(ii) or which are required to reflect the change in legal form to an Offer or a Scheme, (y) in the case of a Scheme, any variation required by the Court or (z) any amendments that are not Materially Adverse Amendments;

(G) in the case of an Offer, following the Incremental Closing Date while any 2021 Incremental Term Loan Commitments remain outstanding, should Apex Buyer become entitled to exercise its Squeeze-Out Rights, promptly ensure that Squeeze-Out Notices are delivered to the relevant holders of shares in Target and otherwise comply with all of the applicable provisions of Part 18 of the Jersey Companies Law to enable it to exercise its Squeeze-Out Rights;

(H) shall not take any action, and procure that none of its Affiliates nor any person acting in concert with Apex Buyer (within the meaning of the Takeover Code) takes any action, which would require Apex Buyer to make a mandatory offer for the Target Shares in accordance with Rule 9 of the Takeover Code or which would require a change to be made to the terms of the Scheme or the Offer (as the case may be), including pursuant to Rule 6 or Rule 11 of the Takeover Code which change, if made voluntarily, would be a Materially Adverse Amendment;

(I) prior to the issuance of the relevant Press Release, not at any time (including following the Offer Unconditional Date or Scheme Effective Date) make any public announcement or public statement (other than in the relevant Press Release or Acquisition Document) concerning this Amendment or the parties to this Amendment (other than Apex Buyer, Holdings, the Company and the US Borrower) in connection with the financing of the Acquisition without the prior written consent of the Incremental Arranger (such consent not to be unreasonably withheld, conditioned or delayed) or unless required to do so by the Takeover Code or the Panel, the court, any regulation, any applicable stock exchange, any applicable governmental or other regulatory authority;

(J) in the case of an Offer, not declare the Offer unconditional unless the Minimum Acceptance Level is achieved;

(K) subject always to the Jersey Companies Law and any applicable listing rules, in the case of a Scheme, within 30 days after the Scheme Effective Date and, in the case of an Offer, within 60 days after the date upon which the US Borrower (directly or indirectly) owns Target Shares (excluding any shares held in treasury) which represent not less than 75% of all Target Shares (excluding any shares held in treasury), procure that such action as is necessary is taken to apply for the cancellation of trading in the Target Shares on the Main Market of the London Stock Exchange and the listing of the Target Shares on the official list maintained by the Financial Conduct

Authority pursuant to Part 6 of the Financial Services and Markets Act 2000 and to cause the Target to reregister as a private company under the Jersey Companies Law as soon as reasonably practicable thereafter; and

(ii) Except as consented to by the Incremental Arranger in writing (such consent not to be unreasonably withheld, delayed or conditioned), Holdings, the Company and the US Borrower hereby covenants and agrees that from the First Amendment Effective Date it will not, and will not permit Apex Buyer to, amend, treat as satisfied or waive (i) any term or condition of the Scheme Documents or the Offer Documents (other than the Acceptance Condition), as applicable, other than any such amendment, treatment or waiver which is not a Materially Adverse Amendment, or (ii) if the Acquisition is proceeding as an Offer, the Acceptance Condition if the effect of such amendment, treatment or waiver would be that the Acceptance Condition would be capable of being satisfied at a level less than the Minimum Acceptance Level.

(c) Use of Proceeds. The proceeds of the 2021 Incremental Term Loans shall be used solely for Certain Funds Purposes. No part of the proceeds of the 2021 Incremental Term Loans will be used, whether directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of buying or carrying any Margin Stock. Holdings, the Company and the US Borrower will not, and will not permit Apex Buyer to, directly or, to the knowledge of Holdings, the Company or the US Borrower, indirectly, use the proceeds of the 2021 Incremental Term Loans, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, (i) (A) to fund activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject or target of Sanctions, or (B) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the 2021 Incremental Term Loans, whether as underwriter, advisor, investor, or otherwise); or (ii) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of Anti-Corruption Laws or anti-money laundering laws; provided that, for the purposes of the definition of Certain Funds Covenant, payment of the proceeds of the 2021 Incremental Term Loans by the US Borrower (directly or indirectly) to Apex Bidco or by Apex Bidco or the US Borrower to (1) the Receiving Agent in consideration for the purchase of the Target Shares and the disbursement of those proceeds to the holders of the Target Shares in compliance with its customary procedures, (2) the agent or trustee, as applicable, for the holders of the Target Existing Debt and the disbursement of those proceeds to such holders pursuant to the Target Refinancing, in compliance with the customary procedures of such agent or trustee, and (3) pay (directly or indirectly) any United Kingdom stamp duty and stamp duty reserve tax, or any fees, costs and expenses required to be paid under the terms of this Amendment, the Fee Letter, the Amended Credit Agreement or any other Loan Document to the Administrative Agent and/or the 2021 Incremental Lenders, in each case, shall not constitute a breach of clause (i) or (ii) of this sentence.

SECTION 5. Amendment. On the Incremental Closing Date, the Credit Agreement shall be deemed amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold, double underlined text (indicated textually

in the same manner as the following example: **double underlined text**) as set forth in the pages of the Credit Agreement attached as Exhibit A hereto.

SECTION 6. Ratification; Reaffirmation. The US Borrower, the Company and Holdings each hereby acknowledges its receipt of a copy of this Amendment and its review of the terms and conditions hereof and consents to the terms and conditions of this Amendment. As of the date of this Amendment, the US Borrower, the Company and Holdings hereby (a) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, and each grant of security interests and liens in favor of the Administrative Agent or the Lenders, as the case may be, under each Loan Document, (b) affirms and confirms its guarantees, pledges, grants and other undertakings under the Credit Agreement (as amended hereby) and the other Loan Documents to which it is a party, (c) agrees that (i) each Loan Document to which it is a party shall continue in full force and effect (as amended hereby) and that (save as amended hereby) all of its obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Amendment, and (ii) all guarantees, pledges, charges, grants and other undertakings thereunder shall (save as amended hereby) continue to be in full force and effect and shall accrue to the benefit of the Secured Parties, (d) agrees and acknowledges that the liens in favor of the Collateral Agent and the Lenders under each Loan Document constitute valid, binding, enforceable and perfected first priority liens and security interests in the Collateral and are not subject to avoidance, disallowance or subordination pursuant to any applicable law, (e) agrees and acknowledges the Obligations constitute legal, valid and binding obligations of the US Borrower and that (i) no offsets, defenses or counterclaims to the Obligations or any other causes of action with respect to the Obligations or the Loan Documents exist and (ii) no portion of the Obligations is subject to avoidance, disallowance, reduction or subordination pursuant to any applicable law, and (f) agrees that such ratification and reaffirmation is not a condition to the continued effectiveness of the Loan Documents, and agrees that neither such ratification and reaffirmation, nor the Administrative Agent's nor any Lender's solicitation of such ratification and reaffirmation, constitutes a course of dealing giving rise to any obligation or condition requiring a similar or any other ratification or reaffirmation from each party to the Credit Agreement or other Loan Documents with respect to any subsequent modifications, consent or waiver with respect to the Credit Agreement or other Loan Documents. For the avoidance of doubt, it being understood that the agreed security principles attached to the Credit Agreement as Exhibit B thereto shall apply to the 2021 Incremental Term Loan Commitments. The Credit Agreement and each other Loan Document is in all respects hereby ratified and confirmed. This Amendment shall constitute a "Loan Document" for purposes of the Credit Agreement.

SECTION 7. Miscellaneous.

(a) Amendments. (i) Neither this Amendment nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by Holdings, the Company, the US Borrower, the Incremental Arranger, the Administrative Agent (to the extent that such waiver, amendment or modification does not affect the rights, duties, privileges or obligations of the Administrative Agent under this Amendment, the Administrative Agent shall execute such waiver, amendment or other modification to the extent approved by the Required Incremental Lenders) and the Required Incremental Lenders; provided that no such agreement shall (1) increase the 2021 Incremental Term Loan Commitment of any 2021

Incremental Lender without the written consent of such 2021 Incremental Lender (it being understood that a waiver of any condition precedent set forth in Section 3 or the waiver of any Default, Event of Default or Certain Funds Event of Default shall not constitute an extension or increase of any 2021 Incremental Term Loan Commitment of any 2021 Incremental Lender), (2) reduce the principal amount of any 2021 Incremental Term Loan or reduce the rate of interest thereon, or reduce any fees or premiums payable hereunder (in each case other than as contemplated under the Fee Letter), without the written consent of each 2021 Incremental Lender directly and adversely affected thereby (it being understood that a waiver of any condition precedent set forth in Section 3 or the waiver of any Default, Event of Default or Certain Funds Event of Default shall not constitute a reduction or forgiveness of any such principal amount), (3) reduce or postpone the maturity of any 2021 Incremental Term Loan, or the date of any scheduled amortization payment of the principal amount of any 2021 Incremental Term Loan or any date for the payment of any interest or fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any 2021 Incremental Term Loan Commitment, without the written consent of each 2021 Incremental Lender directly and adversely affected thereby (it being understood that a waiver of any condition precedent set forth in Section 3 or the waiver of any Default, Event of Default or Certain Funds Event of Default shall not shall not constitute an extension of any maturity date), (4) change the pro rata sharing of payments with respect to the 2021 Incremental Term Loans (which shall be governed by Section 2.18(b)or (c) of the Amended Credit Agreement) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each 2021 Incremental Lender adversely affected thereby, (5) change any of the provisions of this Section without the written consent of each 2021 Incremental Lender directly and adversely affected thereby, (6) change the percentage set forth in the definition of the term "Required Incremental Lenders" without the written consent of each 2021 Incremental Lender, (7) cause the obligations in respect of the 2021 Incremental Term Loans to not be guaranteed by Guarantors constituting all or substantially all the value of the Guarantees under the Guarantee Agreement (taking into account the value of the US Borrower) (except as expressly provided in the Guarantee Agreement) without the written consent of each 2021 Incremental Lender, (8) cause the obligations in respect of the 2021 Incremental Term Loans to not be secured by Liens on all or substantially all the Collateral subject to Liens under the Security Documents, without the written consent of each 2021 Incremental Lender (except as expressly provided in the Security Documents), (9) amending the application to the 2021 Incremental Term Loans of any provisions of any Loan Document in a manner that by its terms adversely affects the rights in respect of payments due to 2021 Incremental Lenders differently than those holding Loans of any other Class, without the written consent of each 2021 Incremental Lender directly and adversely affected thereby, (xiii) change the application of the definitions of "Alternative Currencies" or "Agreed Currencies" to the 2021 Incremental Lenders without the written consent of each applicable 2021 Incremental Lender or (xiv) change the application of Section 7.03 of the Credit Agreement to the 2021 Incremental Lenders in a manner that would change the order therein without the written consent of each 2021 Incremental Lender adversely affected thereby; provided, further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or the Incremental Arranger without the prior written consent of the Administrative Agent or the Incremental Arranger, as the case may be, and subject to the preceding clause (A), any provision of this Amendment may be amended by an agreement in writing entered into by the Holdings, the Company, the US Borrower and the Administrative Agent to cure any ambiguity, omission, mistake, error, defect or

inconsistency so long as, in each case, the 2021 Incremental Lenders shall have received at least five Business Days' prior written notice thereof and the Administrative Agent shall not have received, within five Business Days of the date of such notice to the Lenders, a written notice from the Required Incremental Lenders stating that the Required Incremental Lenders object to such amendment.

(ii) For the avoidance of doubt, (i) the Incremental Term Loan Commitments shall be excluded from any calculation of the Required Lenders under the Credit Agreement and (ii) following the funding of any 2021 Incremental Term Loan, amendments to the terms and provisions of such 2021 Incremental Term Loan shall be governed by Section 9.02 of the Amended Credit Agreement and not by this Section 7 or the other provisions of this Amendment.

(b) Effect.

(i) Upon the effectiveness of this Amendment, each reference in each Loan Document to "this Agreement," "hereunder," "hereof" or words of like import shall mean and be a reference to such Loan Document as modified hereby and each reference in the other Loan Documents to the Credit Agreement, "thereunder," "thereof," or words of like import shall mean and be a reference to the Credit Agreement as modified hereby. This Amendment constitutes a Loan Document and any breach of any representation or warranty made herein or covenant or agreement contained herein will constitute an Event of Default under the Credit Agreement (subject to any applicable grace periods, materiality qualifications or other qualifications set forth in the Credit Agreement).

(ii) Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (i) limit, impair, constitute an amendment, forbearance or waiver by, or otherwise affect any right, power or remedy of, the Administrative Agent or any Lender under the Credit Agreement or any other Loan Document or waive, affect or diminish any right of the Administrative Agent to demand strict compliance and performance therewith, (ii) constitute a waiver of, or forbearance with respect to, any Default or Event of Default, whether known or unknown or (iii) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

(c) Severability. Any provision of this Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

(d) Counterparts. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which

when taken together shall constitute a single contract. This Amendment, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent or in connection with the syndication of the 2021 Incremental Term Loans and 2021 Incremental Term Loan Commitments, including the Fee Letter, 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. This Amendment 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, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(e) Governing Law. This Amendment shall be construed in accordance with and governed by the internal laws of the State of New York.

(f) Waiver of Jury Trial. The jurisdiction and waiver of right to trial by jury provisions in Sections 9.09 and 9.10 of the Amended Credit Agreement are incorporated herein by reference *mutatis mutandis*.

(g) Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Amendment and shall not affect the construction of, or be taken into consideration in interpreting, this Amendment.

(h) Bail-In of Affected Financial Institutions. The provisions in Section 9.18 of the Amended Credit Agreement are incorporated herein by reference *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective authorized officers as of the day and year first above written.

APEX GROUP TREASURY LLC

By: _____
Name:
Title:

APEX FUND SERVICES (CHARLOTTE) LLC

By: _____
Name:
Title:

APEX FUND SERVICES (SFO) LLC

By: _____
Name:
Title:

APEX US HOLDINGS LLC

By: _____
Name:
Title:

ATLANTIC FUND ADMINISTRATION LLC

By: _____
Name:
Title:

BROADSCOPE FUND ADMINISTRATORS LLC

By: _____
Name:
Title:

APEX FUND SERVICES (ATLANTA) LLC

By: _____
Name:
Title:

APEX ESG RATINGS LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

APEX FINANCIAL OUTSOURCING SERVICES LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

APEX FUND SERVICES HOLDINGS LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

APEX FUND SERVICES LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

APEX INSURANCE FUND SERVICES LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

APEX MANAGERS LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

APEX STRUCTURED INTERMEDIATE HOLDINGS LTD

By: _____
Name:
Title:

By: _____
Name:
Title:

EQUINOXE ALTERNATIVE INVESTMENT SERVICES HOLDINGS LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

APEX STRUCTURED HOLDINGS LTD.,
as Holdings

By: _____
Name:
Title:

By: _____
Name:
Title:

APEX GROUP TREASURY HOLDINGS HK LIMITED

By: _____
Name:
Title:

APEX FUND SERVICES (HK) LIMITED

By: _____
Name:
Title:

APEX FINANCIAL SERVICES (CORPORATE) LIMITED

By: _____
Name:
Title:

APEX FINANCIAL SERVICES (JERSEY) LIMITED

By: _____
Name:
Title:

APEX FUND AND CORPORATE SERVICES (JERSEY) LIMITED

By: _____
Name:
Title:

_____

For and on behalf of
APEX FUND SERVICES (IRELAND) LIMITED

Name:
Title:

_____

For and on behalf of
APEX IFS LIMITED

Name:
Title:

_____

For and on behalf of
APEX GROUP TREASURY LIMITED

Name:
Title:

APEX FUND CORPORATE SERVICES PTE. LTD.

By: _____
Name:
Title:

APEX FUND SERVICES (SINGAPORE) PTE. LTD.

By: _____
Name:
Title:

APEX US HOLDINGS LTD.

By: _____
Name:
Title:

APEX CONSOLIDATION ENTITY LTD

By: _____
Name:
Title:

APEX CORPORATE TRUSTEES (UK) LIMITED

By: _____
Name:
Title:

APEX DEPOSITARY (UK) LIMITED

By: _____
Name:
Title:

APEX FUND AND CORPORATE SERVICES (UK) LIMITED

By: _____
Name:
Title:

GC AGILE HOLDINGS LIMITED

By: _____
Name:
Title:

GC AGILE INTERMEDIATE HOLDINGS LIMITED

By: _____
Name:
Title:

BANK OF AMERICA, N.A.,

as Administrative Agent

By: _____

DEUTSCHE BANK AG NEW YORK BRANCH,

as a 2021 Incremental Lender

By

By: _____

Name:

Title:

BANK OF AMERICA, N.A., LONDON BRANCH

as a 2021 Incremental Lender

By: _____

Name:
Title:

Schedule 1

2021 Incremental Term Commitments

2021 Incremental Lender	2021 Incremental Term Loan Commitments
Bank of America, N.A., London Branch	$90,000,000.00
Deutsche Bank AG New York Branch	$90,000,000.00
Total:	$180,000,000.00

The total amount of 2021 Term Loan Commitments shall be increased by an amount necessary such that the imposition of any additional original issue discount or upfront fees in accordance with the Fee Letter (including as a result of any exercise of flex rights or other potential variations or amendments set out therein) shall not reduce the net funded amount thereof, and each 2021 Incremental Lender shall be assigned a pro rata portion of any such increased 2021 Term Loan Commitments.

Exhibit A

Credit Agreement

SECOND LIEN CREDIT AGREEMENT

dated as of

July 27, 2021

among

Apex Structured Holdings Ltd.,
as Holdings,

Apex Structured Intermediate Holdings Ltd.,
as the Company,

Apex Group Treasury LLC,
as the US Borrower,

The Lenders From Time to Time Party Hereto,

Bank of America, N.A.,
as Administrative Agent

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ADMINISTRATIVE AGENT

SCHEDULES:

EXHIBITS:

SECOND LIEN CREDIT AGREEMENT dated as of July 27, 2021 (this " Agreement"), among Apex Structured Holdings Ltd., an exempted company limited by shares incorporated under the laws of Bermuda (" Holdings"), Apex Structured Intermediate Holdings Ltd., an exempted company limited by shares incorporated under the laws of Bermuda (the " Company"), Apex Group Treasury LLC, a Delaware limited liability company (the " US Borrower"), the Lenders from time to time party hereto and Bank of America, N.A., as Administrative Agent and Collateral Agent.

WHEREAS, on the Effective Date all outstanding indebtedness of certain subsidiaries of the Company under that certain Amended and Restated Credit and Guaranty Agreement, dated as of June 15, 2018 (as amended by that certain First Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of January 31, 2019, that certain Second Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of June 14, 2019, that certain Third Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of June 28, 2019, that certain Fourth Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of March 18, 2020, that certain Fifth Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of November 2, 2020, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the " Existing Credit Agreement"), among GC Agile Holdings Limited, GC Agile Intermediate Holdings Limited, certain subsidiaries of the Company, the lenders party thereto from time to time and Goldman Sachs Specialty Lending Group, L.P, as administrative agent will be repaid, redeemed, defeased, discharged, refinanced, replaced or terminated, all commitments to extend credit thereunder will be terminated and all guarantees and security in respect thereof will be terminated and discharged (the " Effective Date Refinancing");

WHEREAS, in connection with the Transactions (and, in each case, immediately upon (or contemporaneously with) the satisfaction in full (or waiver) of the applicable conditions precedent set forth in Section 4.01), (a) the US Borrower has requested that the Lenders extend Term Loans to the US Borrower, which, on the Effective Date, shall be in an aggregate principal amount of $275.0 million; and

WHEREAS, the Lenders are willing to extend such credit to the US Borrower, as applicable, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

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

"2021 Incremental Closing Date" has the meaning ascribed to it in the First Amendment.

"2021 Incremental Term Loans" means the loans made pursuant to Section 2.01(a)(i)(y).

"2021 Term Commitment" has the meaning ascribed to it in the First Amendment.

" ABR" when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

" Acceptable Discount" has the meaning assigned to such term in Section 2.11(a)(ii)(D)(1).

" Acceptable Prepayment Amount" has the meaning assigned to such term in Section 2.11(a)(ii)(D)(2).

" Acceptance and Prepayment Notice" means an irrevocable written notice from a Lender accepting a Solicited Discounted Prepayment Offer to make a Discounted Term Loan Prepayment at the Acceptable Discount specified therein pursuant to Section 2.11(a)(ii)(D)(1), substantially in the form of Exhibit N.

" Acceptance Date" has the meaning specified in Section 2.11(a)(ii)(D)(1).

" Acquired EBITDAR" means, with respect to any Acquired Entity or Business or any Converted Restricted Subsidiary (any of the foregoing, a " Pro Forma Entity") for any period prior to the applicable acquisition or conversion, the amount for such period of Consolidated EBITDAR of such Pro Forma Entity (determined as if references to the Company and the Restricted Subsidiaries in the definition of the term " Consolidated EBITDAR" (and in the component financial definitions used therein) were references to such Pro Forma Entity and its subsidiaries which will become Restricted Subsidiaries), all as determined on a consolidated basis for such Pro Forma Entity.

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

" Acquisition Indebtedness" means Indebtedness incurred to finance a Permitted Acquisition or other Investment.

" Additional Lender" means, at any time, any bank or other financial institution (including any such bank or financial institution that is a Lender at such time) selected by the US Borrower that agrees to provide any portion of any (a) Incremental Term Facility pursuant to an Incremental Facility Amendment in accordance with Section 2.20 or (b) Credit Agreement Refinancing Indebtedness pursuant to a Refinancing Amendment in accordance with Section 2.21; provided that each Additional Lender (other than any Person that is a Lender) shall be subject to the approval of the Administrative Agent (such approval not to be unreasonably withheld, conditioned or delayed).

" Administrative Agent" means Bank of America, N.A., in its capacity as administrative agent hereunder and under the other Loan Documents, and its successors and permitted assigns in such capacity as provided in Article VIII.

" Administrative Agent Fee Letter" means that certain fee letter dated as of the Effective Date by and among the US Borrower, the Company and Bank of America, N.A.

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

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

" Affiliate" means, with respect to a specified Person, another Person that directly or indirectly Controls or is Controlled by or is under common Control with the Person specified.

" Affiliated Debt Funds" means an Affiliated Lender (other than a natural Person) that is primarily engaged in, or that advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit or securities in the ordinary course and for which no personnel primarily responsible for making investment decisions in respect of the Sponsor's equity investment in any Parent Company has the right to make any investment decisions.

" Affiliated Lender" means, at any time, any Lender that is a Sponsor or an Affiliate of a Sponsor (other than any member of the Apex Group) at such time.

" Agent" means each of the Administrative Agent, the Collateral Agent and their respective successors and assigns in their capacities as such, and " Agents" means two or more of them.

" Agreement" has the meaning assigned to such term in the introductory paragraph to this Agreement.

" All-In Yield" means, as to any Indebtedness, the yield thereof, whether in the form of interest rate, margin, original issue discount, upfront fees, an interest rate floor, or otherwise; provided that (a) original issue discount and upfront fees shall be equated to interest based on an assumed four-year life to maturity (or, if shorter, the actual remaining Weighted Average Life to Maturity), (b) All-In Yield shall not, with respect to any Indebtedness, include prepayment premiums or customary arrangement, structuring, syndication, commitment or other fees payable in connection therewith that are not shared with all lenders of such indebtedness, and (c) if any Indebtedness with respect to which the All-In Yield is being calculated includes an interest rate floor greater than the applicable existing Term Facility, such differential between interest rate floors shall be equated to the applicable interest rate margin for purposes of determining whether an increase to the interest rate margin under the applicable Term Facility shall be required, but only to the extent an increase in the interest rate floor in the existing initial Loans would cause an increase in the interest rate then in effect thereunder, and in such case the interest rate floor (but not the interest rate margin) applicable to the appropriate existing Term Facility shall be increased to the extent of such differential between interest rate floors. Any mutual determination by the US Borrower and the Administrative Agent of the All-In Yield of any Indebtedness shall be conclusive absent manifest error.

" Alternate Base Rate" for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1% (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 1.00%. 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 such 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. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 hereof, then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 1.50%, such rate shall be deemed to be 1.50% for purposes of this Agreement.

" Anti-Corruption Laws" means any and all laws, rules or regulations of any jurisdiction relating to corruption or bribery applicable to the Apex Group by virtue of such Person being organized,

incorporated or operating in such jurisdiction, including, but not limited to, the FCPA and the U.K. Bribery Act 2010.

" Anti-Money Laundering Laws" means any and all laws, rules or regulations of any jurisdiction relating to money laundering or terrorism financing applicable to the Apex Group by virtue of such Person being organized, incorporated or operating in such jurisdiction, including (a) 18 U.S.C. §§ 1956 and 1957; (b) the Bank Secrecy Act, 31 U.S.C. §§ 5311 et seq., as amended by the PATRIOT Act, and its implementing regulations; and (c) Proceeds of Crime Act 2002.

" Apex Group" means the Company and the Company's Restricted Subsidiaries. For the avoidance of doubt, the US Borrower is a Restricted Subsidiary of the Company.

" Applicable Account" means, with respect to any payment to be made to the Administrative Agent hereunder, the account specified by the Administrative Agent from time to time for the purpose of receiving payments of such type.

" Applicable Discount" has the meaning assigned to such term in Section 2.11(a)(ii)(C)(1).

" Applicable Rate" means

(a) other than for 2021 Incremental Term Loans, (A) for Eurodollar Loans, 6.75% and (B) for ABR Loans, 5.75%~~.~~**; and**

(b) subject to adjustments in accordance with the First Amendment Fee Letter; for 2021 Incremental Term Loans, (A) for Eurodollar Loans, 6.75% and (B) for ABR Loans, 5.75%;

" Approved Bank" has the meaning assigned to such term in the definition of the term " Permitted Investments."

" Approved Fund" means, with respect to any Lender, any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or investing in commercial loans and similar extensions of credit in the ordinary course of its activities and that is administered, managed or advised by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity or an Affiliate of an entity that administers, manages or advises such Lender.

" Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any Person whose consent is required by Section 9.04), substantially in the form of Exhibit A or any other form (including electronic documentation generated by MarkitClear or other electronic platform) reasonably approved by the Administrative Agent.

" Auction Agent" means (a) the Administrative Agent or (b) any other financial institution or advisor employed by the US Borrower (whether or not an Affiliate of the Administrative Agent) to act as an arranger in connection with any Discounted Term Loan Prepayment pursuant to Section 2.11(a)(ii)(A); provided that the US Borrower shall not designate the Administrative Agent as the Auction Agent without the written consent of the Administrative Agent (it being understood that the Administrative Agent shall be under no obligation to agree to act as the Auction Agent).

" Audited Financial Statements" means the audited consolidated statements of financial condition of the Parent and its Subsidiaries as of December 31, 2018, December 31, 2019 and December 31, 2020.

" Available Amount" means, at any date, an amount determined on a cumulative basis equal to the sum of (without duplication):

(a) the greater of $132.0 million and 48.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time, plus

(b) the Retained Excess Cash Flow Amount; plus

(c) returns, profits, distributions, proceeds from dispositions and similar amounts received in cash or Permitted Investments by any member of the Apex Group on any Investment made using the Available Amount (not to exceed the original amount of such Investment), plus

(d) Investments of any member of the Apex Group in any third party or in any Unrestricted Subsidiary made using the Available Amount that has been designated as a Restricted Subsidiary or that has been merged or consolidated with or into any member of the Apex Group (up to the lesser of (i) the fair market value of the Investments of any member of the Apex Group in such Unrestricted Subsidiary at the time of such designation or merger or consolidation and (ii) the fair market value of the original Investment by any member of the Apex Group in such Unrestricted Subsidiary), plus

(e) the Net Proceeds of a sale or other Disposition of any Unrestricted Subsidiary (including the issuance of stock of an Unrestricted Subsidiary) received by any member of the Apex Group, plus

(f) dividends or other distributions or returns on capital received by any member of the Apex Group from an Unrestricted Subsidiary, plus

(g) to the extent not otherwise applied to prepay the outstanding First Lien Term Loans or any First Lien Incremental Facility in accordance with the terms thereof, the aggregate amount of any Retained Declined Proceeds, minus

(h) an amount equal to the sum of (i) Restricted Payments made pursuant to Section 6.07(a)(vii)(A), plus (ii) Restricted Payments made pursuant to Section 6.07(b)(iv)(A), plus (iii) Investments made pursuant to Section 6.04(m)(A), in each case, made after the Effective Date and prior to such time, or contemporaneously therewith, plus (iv) Indebtedness incurred pursuant to Section 6.01(xxiv)(A).

" Available Equity Amount" means a cumulative amount equal to (without duplication):

(a) the Net Proceeds of new public or private issuances of Qualified Equity Interests which are contributed to the Company; plus

(b) capital contributions received by the Company after the Effective Date in cash or Permitted Investments (other than in respect of any Disqualified Equity Interest); plus

(c) the net cash proceeds received by the Company from Indebtedness and Disqualified Equity Interest issuances issued after the Effective Date and which have been exchanged or converted into Qualified Equity Interests; plus

(d) returns, profits, distributions, proceeds from dispositions and similar amounts received in cash or Permitted Investments by any member of the Apex Group on any Investment made using the Available Equity Amount (not to exceed the original amount of such Investment), minus

(e) an amount equal to the sum of (i) Restricted Payments made pursuant to Section 6.07(a)(vii)(B), plus (ii) Restricted Payments made pursuant to Section 6.07(b)(iv)(B), plus (iii) Investments made pursuant to Section 6.04(m)(A), in each case, made after the Effective Date and prior to such time, or contemporaneously therewith, plus (iv) Indebtedness incurred pursuant to Section 6.01(xxiv)(B).

provided that the " Available Equity Amount" shall not include any Cure Amount, any amount received from a member of the Apex Group or any amount used to incur Indebtedness pursuant to Section 6.01(xxvii).

"Availability Period" has the definition as defined in the First Amendment.

" Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

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

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

" Bankruptcy Code" means Title 11 of the United State Code, as amended, or any similar federal or state law for the relief of debtors.

" Benchmark" means, initially, LIBOR; provided that if a replacement of the Benchmark has occurred pursuant to Section 2.14(c) then " Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to " Benchmark" shall include, as applicable, the published component used in the calculation thereof.

" Benchmark Replacement"

(1) For purposes of Section 2.14(c)(i), the first alternative set forth below that can be determined by the Administrative Agent:

(a) the sum of: (i) Term SOFR and (ii) 0.11448% (11.448 basis points) for an Available Tenor of one-month's duration, 0.26161% (26.161 basis points) for an Available Tenor of three-months' duration, 0.42826% (42.826 basis points) for an Available Tenor of six-months' duration, and 0.71513% (71.513 basis points) for an Available Tenor of twelve-months' duration, or

(b) the sum of: (i) Daily Simple SOFR and (ii) 0.11448% (11.448 basis points);

provided that, if initially LIBOR is replaced with the rate contained in clause (b) above (Daily Simple SOFR plus the applicable spread adjustment) and subsequent to such replacement, the Administrative Agent determines that Term SOFR has become available and is administratively feasible for the Administrative Agent in its sole discretion, and the Administrative Agent notifies the US Borrower and each Lender of such availability, then from and after the beginning of the Interest Period, relevant interest payment date or payment period for interest calculated, in each case, commencing no less than thirty (30) days after the date of such notice, the Benchmark Replacement shall be as set forth in clause (a) above; and

(2) For purposes of Section 2.14(c)(ii), the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the US Borrower as the replacement Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by a Relevant Governmental Body, for U.S. dollar-denominated syndicated credit facilities at such time;

provided that, if the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than 0.50%, the Benchmark Replacement will be deemed to be 0.50% for the purposes of this Agreement and the other Loan Documents.

Any Benchmark Replacement shall be applied in a manner consistent with market practice; provided that to the extent such market practice is not administratively feasible for the Administrative Agent, such Benchmark Replacement shall be applied in a manner as otherwise reasonably determined by the Administrative Agent.

" Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of " Alternate Base Rate," the definition of " Business Day," the definition of " Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists,

in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents)..

" Benchmark Transition Event" means, with respect to any then-current Benchmark other than LIBOR, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark or a Governmental Authority with jurisdiction over such administrator announcing or stating that all Available Tenors are or will no longer be representative, or made available, or used for determining the interest rate of loans, or shall or will otherwise cease, provided that, at the time of such statement or publication, there is no successor administrator that is satisfactory to the Administrative Agent, that will continue to provide any representative tenors of such Benchmark after such specific date. " Beneficial Ownership Certification" means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

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

" Benefit Plan" means any of (a) an " employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a " plan" as defined in and subject to Section 4975 of the 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 Code) the assets of any such " employee benefit plan" or " plan".

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

" Blocking Regulation" means any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996, as amended, (or any law or regulation implementing such Regulation in any member state of the European Union or the United Kingdom) or any similar blocking or anti-boycott law, regulation or statute in force from time to time.

" Board of Directors" means, with respect to any Person, (a) in the case of any corporation, the board of directors of such Person or any committee thereof duly authorized to act on behalf of such board, (b) in the case of any limited liability company, the board of managers, board of directors, manager or managing member of such Person or the functional equivalent of the foregoing, (c) in the case of any partnership, the board of directors or board of managers, manager or managing member of a general partner of such Person or the functional equivalent of the foregoing and (d) in any other case, the functional equivalent of the foregoing.

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

" Borrower Notice" has the meaning assigned to such term in the definition of the term " Collateral and Guarantee Requirement."

" Borrower Offer of Specified Discount Prepayment" means the offer by the US Borrower to make a voluntary prepayment of Term Loans pursuant to Section 2.11(a)(ii)(B).

" Borrower Representative" has the meaning assigned to such term in the First Lien Credit Agreement.

" Borrower Solicitation of Discount Range Prepayment Offers" means the solicitation by the US Borrower of offers for, and the corresponding acceptance, if any, by a Lender of, a voluntary prepayment of Term Loans pursuant to Section 2.11(a)(ii)(C).

" Borrower Solicitation of Discounted Prepayment Offers" means the solicitation by the US Borrower of offers for, and the corresponding acceptance, if any, by a Lender of, a voluntary prepayment of Term Loans pursuant to Section 2.11(a)(ii)(D).

" Borrowing" means Loans of the same Class and Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

" Borrowing Minimum" means (a) in the case of a Eurodollar Borrowing, $1,000,000and (b) in the case of an ABR Borrowing, $100,000.

" Borrowing Multiple" means (a) in the case of a Eurodollar Borrowing, $1,000,000, (b) in the case of an ABR Borrowing, $1,000,000.

" Borrowing Request" means a request by the US Borrower for a Borrowing in accordance with Section 2.03, substantially in the form of Exhibit E.

" 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 Loan, means any such day that is also a London Banking Day.

" Capital Lease Obligations" means, with respect to any Person, all rental obligations of such Person which, under IFRS 16, are required to be capitalized on the books of such Person, in each case taken at the amount thereof accounted for as indebtedness in accordance with IFRS 16.

" Capitalized Leases" means all leases that have been or should be, in accordance with IFRS 16 as in effect on the Effective Date, recorded as capitalized leases.

" Cash Management Obligations" means obligations of any member of the Apex Group in respect of (a) any overdraft and other liabilities arising from treasury, cash pooling, depository and cash management services or any automated clearing house transfers of funds and (b) other obligations in respect of netting services, employee credit card, commercial credit, debit, stored value or purchase card programs or similar programs or arrangements.

" Casualty Event" means any event (including any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding) that gives rise to the receipt by any member of the Apex Group of any insurance proceeds or condemnation awards or in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace or repair such equipment, fixed assets or real property.

" Change in Control" means (a) the failure of Holdings, directly or indirectly through one or more Loan Parties, to own all of the voting Equity Interests of the Company, (b) prior to an IPO, the failure of the Investors to own, directly or indirectly, beneficially or of record, more than 50.0% of the voting Equity Interests of Holdings, (c) after an IPO, the acquisition of ownership directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Exchange Act and the rules of the SEC thereunder as in effect on the Effective Date, but excluding any employee benefit plan and/or Person acting as the trustee, agent or other fiduciary or administrator therefor), other than the Investors (directly or indirectly, including through one or more holding companies), of Equity Interests representing more than the greater of (i) 35.0% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests in the IPO Entity and (ii) the percentage of the aggregate ordinary voting power represented by the Equity Interests in the IPO Entity directly or indirectly held by the

Investors, unless the Investors otherwise directly or indirectly have the right (pursuant to contract, proxy, ownership of Equity Interests or otherwise) to designate, approve, nominate or appoint (and do so designate, approve, nominate or appoint) a majority of the Board of Directors of Holdings, (d) the occurrence of a " Change of Control" (or similar event, however denominated), as defined in the documentation governing the First Lien Facilities or any Junior Financing constituting Material Indebtedness or (e) the failure of the Company, directly or indirectly through one or more Loan Parties, to own all of the voting Equity Interests of the US Borrower.

" Change in Law" means: (a) the adoption of any rule, regulation, treaty or other law after the date of this Agreement, (b) any change in any rule, regulation, treaty or other law or in the administration, interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided, that notwithstanding anything herein to the contrary, any such adoption, change, making or issuance in respect of (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all rules, regulations, guidelines or directives thereunder or issued in connection therewith and (ii) 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 be deemed to be a " Change in Law", regardless of the date enacted, adopted or issued.

" Class" when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Term Loans, Incremental Term Loans or Other Term Loans, (b) any Commitment, refers to whether such Commitment is a Term Commitment, **2021 Term Commitments** or Other Term Commitment and (c) any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments. Other Term Commitments, Other Term Loans and Incremental Term Loans that have different terms and conditions shall be construed to be in different Classes.

" Code" means the U.S. Internal Revenue Code of 1986, as amended from time to time.

" Collateral" means any and all assets, whether real or personal, tangible or intangible, on which Liens are purported to be granted pursuant to the Security Documents as security for the Secured Obligations (or similar term in the Foreign Security Documents including, for the avoidance of doubt, " Charged Assets" as defined in the English Security Documents or any Security Document to which an English Guarantor is a party).

" Collateral Agent" means the Administrative Agent and any sub-agent appointed pursuant to Section 8.05, in each case, acting as collateral agent hereunder or under any of the other Loan Documents, and its successors and permitted assigns in such capacity as provided in Article VIII.

" Collateral Agreement" means that certain Second Lien Collateral Agreement entered into by each US Loan Party and the Collateral Agent, substantially in the form of Exhibit D.

" Collateral and Guarantee Requirement" means, at any time and subject to the Intercreditor Agreement, Pari Passu Intercreditor Agreement or any other intercreditor agreement entered into in accordance with the terms hereof, as applicable, the requirement that:

(a) the Administrative Agent shall have received or shall receive from

(i) each Loan Party either (x) a counterpart of the Guarantee Agreement duly executed and delivered on behalf of such Person or (y) in the case of any Person that becomes (or that is required to become) a Loan Party after the Effective Date (including by ceasing to be an Excluded Subsidiary), a supplement to the Guarantee Agreement, in the form specified therein, duly executed and delivered on behalf of such Person;

(ii) each Loan Party either (x) a counterpart of the Collateral Agreement or each applicable Foreign Security Document duly executed and delivered on behalf of such Person or (y) in the case of any Person that becomes a Loan Party after the Effective Date (including by ceasing to be an Excluded Subsidiary), a supplement to the Collateral Agreement or each applicable Foreign Security Document, in substantially the form specified therein, or such new Security Documents, as the case may be, creating in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and enforceable Lien over its assets on such terms and of such scope substantially consistent with the Collateral Agreement or the applicable Foreign Security Documents, in each case subject to the requirements and limitations of foreign law, as applicable, delivered pursuant to Section 5.15 or in any event, in form and substance reasonably satisfactory to the Collateral Agent, in each case, duly executed and delivered on behalf of such Person, in each case under this clause (a) together with, in the case of any such Loan Documents executed and delivered after the Effective Date, to the extent reasonably requested by the Administrative Agent, opinions and documents of the type referred to in Section 4.01(a)(i), (c) and (d);

(b) all outstanding Equity Interests of the Company and each Restricted Subsidiary owned directly by any Loan Party (other than any Equity Interests constituting Excluded Assets) shall have been pledged pursuant to the Security Documents and the Collateral Agent (or prior to the Discharge of Senior Obligations, the Designated Senior Representative (as defined in the Intercreditor Agreement) as its bailee pursuant to the Intercreditor Agreement)) shall have received certificates, if any, or other instruments, if any, representing all such Equity Interests, together with undated stock powers or other instruments of transfer with respect thereto endorsed in blank;

(c) ~~**(b)**~~ if any Indebtedness for borrowed money owed to the Company, the US Borrower or any Subsidiary Guarantor in a principal amount of $20.0 million or more is evidenced by a promissory note (other than Indebtedness constituting Excluded Assets), such promissory note shall have been pledged pursuant to the Security Documents and the Collateral Agent (or prior to the Discharge of Senior Obligations, the Designated Senior Representative (as defined in the Intercreditor Agreement) as its bailee pursuant to the Intercreditor Agreement)) shall have received all such promissory notes, together with undated instruments of transfer with respect thereto endorsed in blank; and

(d) ~~**(c)**~~ all certificates, agreements, documents and instruments, including UCC financing statements, required by the Security Documents to be filed, delivered, registered or recorded to create the Liens intended to be created by the Security Documents and perfect such Liens with the priority required thereby, shall have been filed, registered or recorded or delivered to the Collateral Agent (or prior to the Discharge of Senior Obligations, the Designated Senior Representative (as defined in the Intercreditor Agreement) as its bailee pursuant to the Intercreditor Agreement to the extent applicable)) and, if applicable, in proper form for filing, registration or recording.

Notwithstanding the foregoing provisions of this definition or anything in this Agreement or any other Loan Document to the contrary, (i) the foregoing provisions of this definition shall not require the creation or perfection of pledges of or security interests in, or the obtaining of other deliverables with respect to, particular assets of the Loan Parties, or the provision of Guarantees by any Loan Party, if, and for so long as and to the extent that the Administrative Agent and the US Borrower reasonably agree that the cost, burden, difficulty or consequence of creating or perfecting such pledges or security interests in such assets, or obtaining such other deliverables in respect of such assets, or providing such Guarantees (taking into account any material adverse tax consequences to the Company and its Affiliates (including the imposition of material withholding or other taxes)), shall exceed the practical benefits to be obtained by the Lenders therefrom, (ii) Liens required to be granted from time to time pursuant to provisions above of the Collateral and Guarantee Requirement shall be subject to exceptions and limitations set forth herein and in the Security Documents, (iii) excluding intellectual property, in no event shall any Loan Party be required to complete any filings or other action with respect to the perfection of security interests in any jurisdiction outside of a Collateral Jurisdiction or to perfect or make enforceable any security interests in any such asset, (iv) with respect to intellectual property, in no event shall any Loan Party be required to complete any filings or other action with respect to the perfection of security interests in any jurisdiction outside of the United States, European Union or Canada or to perfect or make enforceable any security interests in any such intellectual property, and (v) in no event shall the Collateral include any Excluded Assets (other than those assets described in clauses (b) and (i) of the definition of the term " Excluded Assets", which shall be included in the Collateral but in no event shall any Loan Party be required to complete any filings or other action with respect to perfection of security interests therein). The Administrative Agent may grant extensions of time for the creation and perfection of security interests in or the obtaining of title insurance, customary legal opinions or other deliverables with respect to particular assets or the provision of any Guarantee by any Subsidiary (including extensions beyond the Effective Date or in connection with assets acquired, or Subsidiaries formed or acquired, after the Effective Date) where it determines that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or the Security Documents.

" Collateral Jurisdiction" means, (a) initially, Bermuda, England and Wales, Hong Kong, Ireland, Jersey, Singapore and the United States of America and (b) each other jurisdiction in which a Subsidiary Guarantor is organized or incorporated; provided that in the case of any such Subsidiary Guarantor that is not organized or incorporated in the jurisdiction of organization of any existing Borrower or Guarantor, the jurisdiction of incorporation of such Subsidiary Guarantor shall be reasonably satisfactory to the Administrative Agent.

" Commitment" means, with respect to any Lender, its **Term Commitment, 2021** Term Commitment and Other Term Commitment of any Class or any combination thereof (as the context requires).

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

" Communications" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to any Loan Document or the transactions contemplated therein which is distributed by the Administrative Agent or any Lender by means of electronic communications pursuant to Section 9.01, including through an Approved Electronic Platform.

" Company" has the meaning assigned to such term in the introductory paragraph to this Agreement.

" Competitor" means any competitor of the Company or any of its Subsidiaries that is in the same or a substantially similar line of business as the Company or any of its Subsidiaries.

" Compliance Certificate" has the meaning assigned to such term in Section 5.01(c).

" Consolidated Cash Interest Expense" means, (a) Consolidated Interest Expense paid or payable in cash, but excluding (i) amortization of original issue discount resulting from the issuance of Indebtedness, deferred financing fees, debt issuance costs, commissions, fees and expenses, (ii) any expense arising from any bridge, commitment and/or other financing fee (including fees and expenses associated with the Transactions and annual agency fees), (iii) any expense resulting from the discounting of Indebtedness in connection with the application of recapitalization accounting or, if applicable, acquisition accounting, (iv) fees and expenses associated with any Dispositions, Permitted Acquisitions, other Investments, issuances of Equity Interests or Indebtedness (in each case, whether or not consummated), (v) one-time cash costs associated with obtaining, or breakage costs in respect of, any hedging agreement or any other derivative instrument other than any interest rate hedging agreement or interest rate derivative instrument with respect to Indebtedness, (vi) penalties and interest relating to Taxes, (vii) for the avoidance of doubt, any non-cash interest expense attributable to any movement in the mark to market valuation of any obligation under any hedging agreement or any other derivative instrument and/or any payment obligation arising under any hedging agreement or derivative instrument other than any interest rate hedging agreement or interest rate derivative instrument with respect to Indebtedness pursuant to IFRS, (viii) any commission, discount, yield and/or other fee or charge (including any interest expense) relating to any Qualified Securitization Transaction, (ix) the accretion or accrual of, or accrued interest on, discounted liabilities (other than Indebtedness) during such period and (x) all non-recurring interest expense consisting of liquidated damages for failure to timely comply with registration rights obligations, as calculated on a consolidated basis in accordance with IFRS minus (b) cash interest income for such period.

" Consolidated EBITDAR" means, for any period, Consolidated Net Income for such period, plus:

(a) without duplication and, except with respect to clauses (a)(ix), (a)(xvii)(y) and (a)(xix), to the extent already deducted (and not added back) in arriving at such Consolidated Net Income, the sum of the following amounts for such period:

(i) Consolidated Interest Expense and Other Net Finance Costs;

(ii) provision for taxes based on income, profits or capital, including federal, foreign, state, local, franchise, excise, and similar taxes paid or accrued during such period (including in respect of repatriated funds and including any such taxes deferred or accrued in accordance with IFRS), and any penalties and interest relating to any tax examinations (and not added back in such period to Consolidated Net Income);

(iii) transaction fees, costs and expenses incurred in connection with the consummation of the Transactions, the initial funding of the Loans and First Lien Term Loans, and the consummation of the other transactions contemplated hereunder on the Effective Date (including transaction bonuses, option exercise expense, warrant exercise

expense, prepayment fees and other similar fees), including any such fees, costs and expenses paid after the Effective Date;

(iv) Non-Cash Charges;

(v) extraordinary losses in accordance with IFRS;

(vi) extraordinary, unusual or non-recurring charges;

(vii) any costs, fees and expenses attributable to: any carveout, integration, new initiatives, business optimization activities, cost savings, cost rationalization programs, operating expense reductions, synergies and/or similar initiatives, severance, signing and retention bonuses, recruiting and relocation charges, other one-time compensation expenses, charges in connection with facilities openings, pre-openings, closings, reconfigurations and/or consolidations, contract terminations, and systems and infrastructure costs (including transaction expenses incurred in connection with the foregoing),

(viii) restructuring charges, accruals or reserves (including restructuring costs related to acquisitions and adjustments to existing reserves);

(ix) without duplication of clauses (vii) and (viii), *pro forma* adjustments consisting of the amount of any cost savings, operating expense reductions, other operating improvements and any synergies reasonably identified in the good faith determination of the US Borrower (net of the amount of actual amounts realized in respect of the foregoing) (which adjustments shall continue to be included in Consolidated EBITDAR for all applicable subsequent measurement periods without duplication of actual amounts realized) related to (A) the Transactions and (B) mergers and other business combinations, acquisitions (including Permitted Acquisitions), investments, dispositions and other specified transactions, restructurings, cost savings initiatives, cost reduction initiatives, operating expense reduction initiatives, operational changes and other initiatives; provided that (I) such cost savings, operating expense reductions, other operating improvements or synergies are projected by the US Borrower in good faith to be realized from actions taken or projected to be taken within 24 months of (x) with respect to clause (A) above, the Effective Date or (y) with respect to clause (B) above, the event giving rise thereto or the consummation of such transaction and (II) the aggregate amount added back pursuant to this clause (ix) for any period shall not exceed an amount equal to 25.0% of Consolidated EBITDAR for such period (after giving full effect to the pro forma adjustments in this clause (ix); provided, further, that such cap shall not apply to (x) adjustments pursuant to clause (xxxi) of this definition, (y) such cost savings, operating expense reductions, other operating improvements or synergies that would be permitted to be reflected in pro forma financial information complying with Article 11 of Regulation S-X promulgated under the Securities Act and as interpreted by the staff of the SEC and (z) adjustments contained in a quality of earnings report in connection with a Permitted Acquisition or other investment made available to the Administrative Agent conducted by an accounting firm of nationally recognized standing in the United States and internationally recognized standing in Europe (it being understood that any of the " Big Four" accounting firms and Alvarez & Marsal satisfy such standard));

(x) the amount of any minority interest expense consisting of subsidiary income attributable to minority equity interests of third parties in any Non-Wholly Owned Subsidiary deducted (and not added back in such period to Consolidated Net Income);

(xi) (A) the amount paid or accrued in such period to (or on behalf of) the Sponsor or their Affiliates pursuant to Section 6.08(iv) and director's fees, expense reimbursement payments and indemnification paid to (or for the benefit of) directors that are not Affiliates of the Sponsor, in each case, to the extent permitted to be paid pursuant to the Loan Documents and (B) the amount of expenses relating to payments made to option holders of any Parent Company in connection with, or as a result of, any distribution being made to shareholders of such Person or its direct or indirect parent companies, which payments are being made to compensate such option holders as though they were shareholders at the time of, and entitled to share in, such distribution, in each case to the extent permitted in the Loan Documents;

(xii) losses (including non-cash losses) and expenses from (or incurred in connection with) asset sales, disposals or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business);

(xiii) the amount of any losses and expenses from (or incurred in connection with) discontinued operations, divested joint ventures and other divested investments in accordance with IFRS;

(xiv) any non-cash loss attributable to the mark to market movement in the valuation of any Equity Interests, and hedging obligations or other derivative instruments (in each case only to the extent the cash impact resulting from such loss has not been realized);

(xv) any loss relating to amounts paid in cash prior to the stated settlement date of any hedging obligation or other derivative instrument that has been reflected in Consolidated Net Income for such period;

(xvi) any gain relating to hedging obligations associated with transactions realized in the current period that has been reflected in Consolidated Net Income in prior periods and excluded from Consolidated EBITDAR pursuant to clauses (b)(v) and (b)(vi) below;

(xvii) (x) expenses incurred with respect to liability events, Casualty Events or business interruption (to the extent covered by insurance) and (y) without duplication, to the extent not otherwise included in Consolidated Net Income, cash proceeds of business interruption insurance received or reasonably anticipated to be received by the Company or any Restricted Subsidiary;

(xviii) (x) other accruals, fees, costs and expenses (including rationalization, accounting, legal, tax, structuring and other costs and expenses) incurred in connection with or otherwise related to the Transactions, Permitted Acquisitions, other Investments, Restricted Payments, Repayments, Dispositions, capital expenditures, reorganizations, issuances of Equity Interests (including any IPO), amendments or other modifications of Organizational Documents and other transactions not prohibited by the Loan Documents, in the case of each of the foregoing transactions, whether or not consummated, and (y)

all cash dividends (and non-cash dividend expenses) on any series of preferred Equity Interests to the extent paid;

(xix) fees, costs and expenses that have been or, without duplication, are required to be reimbursed by third parties (pursuant to indemnity or otherwise) (including expenses incurred with respect to liability events, Casualty Events or business interruption that are covered by insurance);

(xx) adjustments, charges, losses and expenses resulting from the application of purchase accounting, recapitalization accounting or other similar acquisition accounting (including with respect to inventory, property and equipment, goodwill, intangible assets, deferred revenue, earn-out obligations and debt line items) in connection with the Transactions, any Permitted Acquisition or other acquisition, any Investment or any Disposition, in each case to the extent permitted in the Loan Documents;

(xxi) fees, costs and expenses incurred under the Loan Documents, the First Lien Loan Documents or the definitive documentation related to other Indebtedness permitted hereunder (including in connection with any amendment, waiver, consent or other modification (or proposed amendment, waiver, consent or other modification) thereto) and fees, costs and expenses paid to the Administrative Agent, the First Lien Agent, Lenders, lenders under the First Lien Facilities or any other secured party under the Loan Documents, the First Lien Loan Documents or the definitive documentation related to other Indebtedness permitted hereunder;

(xxii) debt discounts, debt issuance costs and prepayment expenses incurred in connection with the issuance of indebtedness permitted by the Loan Documents or the prepayment or retirement of existing indebtedness or other obligations (including any premiums or other expenses paid in connection with the early termination of an operating lease or other Contractual Obligations);

(xxiii) consulting fees paid after the Effective Date in an amount not to exceed the greater of $7.5 million and 2.5% of Consolidated EBITDAR for the most recently ended Test Period as of such time in the aggregate in any fiscal year of the US Borrower;

(xxiv) fees paid to ratings agencies;

(xxv) fees, costs and expenses incurred, and cash payments made, in connection with the settlement of any litigation or claim involving the Company or any Restricted Subsidiary;

(xxvi) fees, costs, expenses and settlements incurred in connection with taxes;

(xxvii) any fees, costs and expenses relating to enhanced accounting functions or other transaction or public company costs, including those associated with becoming (or any direct or indirect parent becoming) a public company or incidental to such entity's status as a reporting company, including compliance costs, accounting fees, reporting fees and listing fees;

(xxviii) adjustments, charges, losses and expenses resulting from the convergence of accounting principles and methodologies;

(xxix) all expenses in respect of Capitalized Leases in accordance with IFRS 16;

(xxx) losses or discounts on sales of receivables and related assets in connection with any Qualified Securitization Transaction; and

(xxxi) without duplication, any other addbacks or adjustments reflected in any of the categories and/or types reflected in the Sponsor Model or the QofE Report; provided that, with respect to addbacks or adjustments associated with a change in the federal funds rate set forth in the Sponsor Model or the QofE Report, such addbacks and adjustments shall be limited to the time periods set forth therein; provided, further, that such addbacks or adjustments must, in the US Borrower's good faith judgment, be reasonable;

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(b) without duplication and to the extent included in arriving at such Consolidated Net Income, the sum of the following amounts for such period:

(i) extraordinary gains and unusual or non-recurring gains;

(ii) non-cash gains (excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item that reduced Consolidated Net Income or Consolidated EBITDAR in any prior period);

(iii) gains on asset sales, disposals or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business);

(iv) the amount of any net income from discontinued operations in accordance with IFRS;

(v) any non-cash gain attributable to the mark to market movement in the valuation of any Equity Interests, and hedging obligations or other derivative instruments (in each case only to the extent the cash impact resulting from such gain has not been realized);

(vi) any gain relating to amounts received in cash prior to the stated settlement date of any hedging obligation or other derivative instrument that has been reflected in Consolidated Net Income in such period;

(vii) any loss relating to hedging obligations associated with transactions realized in the current period that has been reflected in Consolidated Net Income in prior periods and excluded from Consolidated EBITDAR pursuant to clause (a)(xvi) above; and

(viii) the amount of any minority interest income consisting of subsidiary loss attributable to minority equity interests of third parties in any Non-Wholly Owned Subsidiary added (and not deducted in such period to Consolidated Net Income);

in each case, as determined on a consolidated basis for the Company and the Restricted Subsidiaries in accordance with IFRS; provided that,

(I) to the extent included in Consolidated Net Income, there shall be excluded in determining Consolidated EBITDAR (A) non-cash gains and losses resulting from non-speculative hedging transactions, (B) non-cash gains and losses resulting from currency translation or non-speculative foreign exchange transactions or translation gains and losses and (C) any foreign exchange-related gain or loss related to any intercompany transaction or loans,

(II) to the extent included in Consolidated Net Income, there shall be excluded in determining Consolidated EBITDAR for any period any adjustments resulting from the application of Financial Accounting Standards Board Accounting Standards Codification No. 815—Derivatives and Hedging,

(III) there shall be included in determining Consolidated EBITDAR for any period, without duplication, (A) to the extent not included in Consolidated Net Income, the Acquired EBITDAR of any Person, property, business or asset (other than any Unrestricted Subsidiary) acquired by the Company or any Restricted Subsidiary during such period to the extent not subsequently sold, transferred or otherwise disposed of (but not including the Acquired EBITDAR of any related Person, property, business or assets to the extent not so acquired) (each such Person, property, business or asset acquired, including pursuant to a transaction consummated prior to the Effective Date, and not subsequently so disposed of, an " Acquired Entity or Business"), and the Acquired EBITDAR of any Unrestricted Subsidiary that is converted into a Restricted Subsidiary during such period (each, a " Converted Restricted Subsidiary"), in each case based on the Acquired EBITDAR of such Pro Forma Entity for such period (including the portion thereof occurring prior to such acquisition or conversion) determined on a historical Pro Forma Basis and (B) an adjustment in respect of each Pro Forma Entity equal to the amount of the Pro Forma Adjustment with respect to such Pro Forma Entity for such period (including the portion thereof occurring prior to such acquisition or conversion);

(IV) there shall be excluded in determining Consolidated EBITDAR for any period, without duplication, (A) to the extent not excluded in Consolidated Net Income, the Disposed EBITDAR of any Person, property, business or asset (other than any Unrestricted Subsidiary) sold, transferred or otherwise disposed of, closed or classified as discontinued operations (other than if so classified on the basis that it is being held for sale unless such sale has actually occurred during such period) by the Company or any Restricted Subsidiary during such period (each such Person, property, business or asset so sold, transferred or otherwise disposed of, closed or classified, a " Sold Entity or Business"), and the Disposed EBITDAR of any Restricted Subsidiary that is converted into an Unrestricted Subsidiary during such period (each, a " Converted Unrestricted Subsidiary"), in each case based on the Disposed EBITDAR of such Sold Entity or Business or Converted Unrestricted Subsidiary for such period (including the portion thereof occurring prior to such sale, transfer, disposition, closure, classification or conversion) determined on a historical Pro Forma Basis and (B) an adjustment equal to the Pro Forma Disposal Adjustment with respect to such Sold Entity or Business (including the portion thereof occurring prior to such sale, transfer, disposition, closure, classification or conversion);

(V) to the extent included in Consolidated Net Income, there shall be excluded in determining Consolidated EBITDAR any expense (or income) as a result of adjustments recorded to contingent consideration liabilities relating to any Permitted Acquisition (or other Investment permitted hereunder); and

(VI) for the avoidance of doubt, there shall be excluded in determining Consolidated EBITDAR any addbacks or adjustments for cash sweep related revenue and Consolidated EBITDAR other than as set forth in the Sponsor Model or the QofE Report, subject, in each case, to the proviso in clause (a)(xxxi) above.

Notwithstanding the foregoing, for each of the historical periods identified on Schedule 1.01A, Consolidated EBITDAR shall be the amounts set forth on Schedule 1.01A for each such historical period, adjusted as set forth on such Schedule 1.01A based on whether the relevant Specified Acquisition has been consummated, subject to adjustment on a Pro Forma Basis for Specified Transactions (other than the Specified Acquisitions) occurring after the Effective Date.

" Consolidated Interest Expense" means, with respect to the Company and the Restricted Subsidiaries for any period, the sum of (a) consolidated total interest expense of the Company and the Restricted Subsidiaries for such period, whether paid or accrued and whether or not capitalized (including (without duplication), (A) amortization of original issue discount or premium resulting from the issuance of Indebtedness at less than or greater than par, as applicable, other than with respect to Indebtedness issued in connection with the Transactions, (B) any non-cash interest payment (but excluding any non-cash interest expense attributable to the movement in the mark to market valuation of Indebtedness or derivative instruments pursuant to IFRS), (C) any commission, discount and/or other fee or charge owed with respect to any letter of credit and/or bankers' acceptance, (D) the interest component of Capital Lease Obligations and (E) net payments, if any, pursuant to interest rate hedging obligations with respect to Indebtedness), plus (b) consolidated capitalized interest of such Person and its Subsidiaries for such period, whether paid or accrued. For purposes of this definition, interest in respect of any Capitalized Lease shall be deemed to accrue at an interest rate reasonably determined by the US Borrower to be the rate of interest implicit in such Capitalized Lease in accordance with IFRS.

" Consolidated Net Income" means, for any period, the net income (loss) of the Company and the Restricted Subsidiaries for such period determined on a consolidated basis in accordance with IFRS, excluding, without duplication,

(a) extraordinary items for such period,

(b) the cumulative effect of a change in accounting principles during such period to the extent included in Consolidated Net Income,

(c) Transaction Costs,

(d) any fees and expenses (including any transaction or retention bonus) incurred during such period, or any amortization thereof for such period, in connection with any acquisition, Investment, asset disposition, issuance or repayment of debt, issuance of equity securities, refinancing transaction or amendment or other modification of or waiver or consent relating to any debt instrument (in each case, including any such transaction consummated prior to the Effective Date and any such transaction undertaken but not completed) and any charges or non-recurring merger costs incurred during such period as a result of any such transaction,

(e) any income (loss) for such period attributable to the early extinguishment of Indebtedness, hedging agreements or other derivative instruments,

(f) accruals and reserves that are established or adjusted as a result of the Transactions in accordance with IFRS (including any adjustment of estimated payouts on existing

earn-out and other similar contingent deferred purchase price obligations) or changes as a result of the adoption or modification of accounting policies during such period,

(g) stock-based award compensation expenses,

(h) any income (loss) attributable to deferred compensation plans or trusts;

(i) any income (loss) from Investments recorded using the equity method;

(j) all discounts, commissions, fees and other charges (including interest expense) associated with any Qualified Securitization Transaction; and

(k) effects of adjustments in the US Borrower's consolidated financial statements pursuant to IFRS resulting from the application of recapitalization accounting or acquisition or purchase accounting, as the case may be, in relation to any Permitted Acquisition or the amortization or write-off of any amounts thereof.

" Consolidated Secured Debt" means, as of any date of determination, Consolidated Total Debt outstanding on such date that is secured by a Lien on any assets of the Company or any Restricted Subsidiary.

" Consolidated Total Assets" means, as of any date of determination, the amount that would be set forth opposite the caption " total assets" (or any like caption) in the most recent consolidated balance sheet of the Company and the Restricted Subsidiaries in accordance with IFRS.

" Consolidated Total Debt" means, as of any date of determination, (a) the aggregate principal amount of Indebtedness of the Company and the Restricted Subsidiaries outstanding on such date, determined on a consolidated basis in accordance with IFRS, consisting only of (i) Indebtedness for borrowed money, (ii) obligations under Letters of Credit but only to the extent such obligations have not been reimbursed after one Business Day, (iii) obligations in respect of Capitalized Leases and purchase money indebtedness, determined on a consolidated basis in accordance with IFRS, (iv) debt obligations evidenced by promissory notes or similar instruments, (v) earn-outs and other similar contingent deferred purchase price obligations, but only to the extent constituting Indebtedness in accordance with clause (k) of the definition thereof and (vi) Indebtedness of the type referred to in the foregoing provisions of this definition of any other Person that is Guaranteed by the Company or any Restricted Subsidiary, minus (b) the sum of (i) the aggregate amount of cash and Permitted Investments of the Company and the Restricted Subsidiaries; provided that, (x) such cash is not characterized as " restricted" in accordance with IFRS and (y) such cash and Permitted Investments are free and clear of all Liens (other than Liens permitted pursuant to Section 6.02, so long as such Liens (to the extent securing Indebtedness) are subject to an intercreditor agreement reasonably satisfactory to the Administrative Agent or are junior to any Lien thereon in favor of the Administrative Agent and (ii) the Segregated Acquisition Amount.

" Consolidated Working Capital" means, at any date, the excess of (a) the sum of all amounts (other than cash and Permitted Investments) that would, in conformity with IFRS, be set forth opposite the caption " total current assets" (or any like caption) on a consolidated balance sheet of the Company at such date, excluding the current portion of current and deferred income taxes over (b) the sum of all amounts that would, in conformity with IFRS, be set forth opposite the caption " total current liabilities" (or any like caption) on a consolidated balance sheet of the Company on such date, including deferred revenue but excluding, without duplication, (i) the current portion of any Funded Debt, (ii) all Indebtedness consisting of Loans, loans under the First Lien Facilities and obligations under Letters of Credit to the extent otherwise included therein, (iii) the current portion of interest and (iv) the current

portion of current and deferred income taxes; provided that, for purposes of calculating Excess Cash Flow, increases or decreases in working capital (A) arising from acquisitions or dispositions by the Company and the Restricted Subsidiaries shall be measured from the date on which such acquisition or disposition occurred until the first anniversary of such acquisition or disposition with respect to the Person subject to such acquisition or disposition and (B) shall exclude (I) the impact of non-cash adjustments contemplated in the Excess Cash Flow calculation and (II) any changes in current assets or current liabilities as a result of (x) any reclassification in accordance with IFRS of assets or liabilities, as applicable, between current and noncurrent or (y) the effects of acquisition method accounting.

" Contractual Obligation" means, as applied to any Person, any provision of any indenture, mortgage, deed of trust, or other contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

" Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies, or the dismissal or appointment of the management, of a Person, whether through the ability to exercise voting power, by contract or otherwise. " Controlled" has the meaning correlative thereto.

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

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

" Covered Entity" means any of the following:

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

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

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

" Covered Party" has the meaning assigned to it in Section 9.19.

" Credit Agreement Refinancing Indebtedness" means (a) [reserved], (b) Permitted Second Priority Refinancing Debt, (c) Permitted Unsecured Refinancing Debt or (d) Indebtedness incurred, issued, incurred or otherwise obtained (including by means of the extension or renewal of existing Indebtedness) in exchange for, or to extend, renew, replace or refinance, in whole or part, existing Term Loans (including any successive Credit Agreement Refinancing Indebtedness) (" Refinanced Debt"); provided that (i) such extending, renewing or refinancing Indebtedness (including, if such Indebtedness includes any undrawn Commitments, the unused portion of such undrawn Commitments) is in an original aggregate principal amount not greater than the aggregate principal amount of the Refinanced Debt (and, in the case of Refinanced Debt consisting, in whole or in part, of undrawn Commitments, the amount thereof) except by an amount equal to unpaid accrued interest and premium thereon plus fees, original issue discount, expenses, commissions, underwriting discounts and premiums incurred and payable in connection with such Indebtedness (unless such additional amount constitutes a utilization of a then available basket), (ii) such Indebtedness does not mature earlier than the

Initial Term Loans **or the 2021 Incremental Term Loans** and does not have a Weighted Average Life to Maturity shorter than, the Refinanced Debt and in the case of Credit Agreement Refinancing Indebtedness incurred in the form of second lien secured notes, third lien secured notes and/or senior unsecured notes (the " Refinancing Notes"), shall not have mandatory prepayment provisions (other than customary asset sale, insurance and condemnation proceeds events, change of control offers or events of default or, if term loans, excess cash flow prepayments) that would result in prepayment of the Refinancing Notes prior to the maturity date of the Loans being refinanced (it being understood that AHYDO " catch up" payments, if applicable, shall not be prohibited hereby), (iii) such Refinanced Debt shall not be guaranteed by any entity that is not a Loan Party (unless such Person shall substantially concurrently become a Loan Party hereunder pursuant to Section 5.11; provided that if such Person is not organized or incorporated in the jurisdiction of organization of any existing Borrower or Guarantor, the jurisdiction of incorporation of such Guarantor must be reasonably satisfactory to the Administrative Agent), (iv) in the case of any secured Indebtedness (x) is not secured by any assets of the Loan Parties not securing the Secured Obligations (unless such assets shall substantially concurrently become part of the Collateral) and (y) is subject to the Intercreditor Agreement or a customary intercreditor agreement reasonably satisfactory to the Administrative Agent and the US Borrower (and (A) in the case of Indebtedness secured by a Lien that ranks *pari passu* with the Lien securing the Term Loans, a Pari Passu Intercreditor Agreement and (B) in the case of Indebtedness secured by a Lien that ranks junior to the Lien securing the Term Loans, an intercreditor or subordination agreement reasonably satisfactory to the Administrative Agent and the US Borrower), (v) the other terms and conditions (excluding pricing, fees, and optional prepayment or redemption terms and any covenants or other provisions applicable only to periods after the Latest Maturity Date as of the date of incurrence of such Indebtedness) taken as a whole reflect terms not materially more favorable to the lenders or investors providing such Credit Agreement Refinancing Indebtedness than the terms of such Refinanced Debt, as determined in good faith by the US Borrower, or are as otherwise reasonably acceptable to the Administrative Agent, and (vi) such Refinanced Debt shall be repaid, defeased or satisfied and discharged, and all accrued interest, fees and premiums (if any) in connection therewith shall be paid, on the date such Credit Agreement Refinancing Indebtedness is issued, incurred or obtained.

" Cure Amount" has the meaning given to such term in the First Lien Credit Agreement.

" Cured Default" has the meaning assigned to such term in Section 1.02(c).

" Daily Simple SOFR" with respect to any applicable determination date means the secured overnight financing rate (" ***SOFR***") published on such date by the Federal Reserve Bank of New York, as the administrator of the benchmark (or a successor administrator) on the Federal Reserve Bank of New York's website (or any successor source).

" Debtor Relief Laws" means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, examinership, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

" Default" means any event or condition that constitutes an Event of Default or that upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

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

" Defaulting Lender" means, subject to Section 2.22(b), any Lender that (a) has failed to perform any of its funding obligations hereunder within one Business Day of the date required to be

funded by it hereunder, (b) has notified the US Borrower and the Administrative Agent that it does not intend to comply with its funding obligations or has made a public statement or provided any written notification to any Person to that effect with respect to its funding obligations hereunder or under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by the Administrative Agent (whether acting on its own behalf or at the reasonable request of the US Borrower (it being understood that the Administrative Agent shall comply with any such reasonable request))to confirm in a manner satisfactory to the Administrative Agent and the US Borrower that it will comply with its funding obligations, or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors, judicial manager, interim judicial manager or similar Person charged with reorganization or liquidation of its business or a custodian appointed for it, (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment, or (iv) 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 interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority, unless such ownership or acquisition of such equity interest results in or provides such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

" Designated Non-Cash Consideration" means the fair market value of non-cash consideration received by the Company or a Subsidiary in connection with a Disposition pursuant to Section 6.05(k) that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer of the US Borrower, setting forth the basis of such valuation (which amount will be reduced by the fair market value of the portion of the non-cash consideration converted to cash within 180 days following the consummation of the applicable Disposition).

" Discount Prepayment Accepting Lender" has the meaning assigned to such term in Section 2.11(a)(ii)(B)(1).

" Discount Range" has the meaning assigned to such term in Section 2.11(a)(ii)(C).

" Discount Range Prepayment Amount" has the meaning assigned to such term in Section 2.11(a)(ii)(C).

" Discount Range Prepayment Notice" means a written notice of a Borrower Solicitation of Discount Range Prepayment Offers made pursuant to Section 2.11(a)(ii)(C), substantially in the form of Exhibit J.

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

" Discount Range Prepayment Response Date" has the meaning assigned to such term in Section 2.11(a)(ii)(C).

" Discount Range Proration" has the meaning assigned to such term in Section 2.11(a)(ii)(C)(2).

" Discounted Prepayment Determination Date" has the meaning assigned to such term in Section 2.11(a)(ii)(D)(2).

" Discounted Prepayment Effective Date" means in the case of a Borrower Offer of Specified Discount Prepayment, Borrower Solicitation of Discount Range Prepayment Offers or Borrower Solicitation of Discounted Prepayment Offers, five (5) Business Days following the receipt by each relevant Lender of notice from the Auction Agent in accordance with Section 2.11(a)(ii)(B), Sections 2.11(a)(ii)(C) or Section 2.11(a)(ii)(D), as applicable, unless a shorter period is agreed to between the US Borrower and the Auction Agent.

" Discounted Term Loan Prepayment" has the meaning assigned to such term in Section 2.11(a)(ii)(A).

" Disposed EBITDAR" means, with respect to any Sold Entity or Business or Converted Unrestricted Subsidiary for the period through (but not after) the date of such disposition, the amount for such period of Consolidated EBITDAR of such Sold Entity or Business or Converted Unrestricted Subsidiary (determined as if references to the Company and the Restricted Subsidiaries in the definition of the term " Consolidated EBITDAR" (and in the component financial definitions used therein) were references to such Sold Entity or Business and its subsidiaries or to Converted Unrestricted Subsidiary and its subsidiaries), all as determined on a consolidated basis for such Sold Entity or Business or Converted Unrestricted Subsidiary.

" Disposition" has the meaning assigned to such term in Section 6.05.

" Disqualified Equity Interest" means, with respect to any Person, any Equity Interest in such Person or in the IPO Entity that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable, either mandatorily or at the option of the holder thereof), or upon the happening of any event or condition:

(a) matures or is mandatorily redeemable (other than solely for Equity Interests in such Person or in the IPO Entity that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests), whether pursuant to a sinking fund obligation or otherwise;

(b) is convertible or exchangeable, either mandatorily or at the option of the holder thereof, for Indebtedness or Equity Interests (other than solely for Equity Interests in such Person or in the IPO Entity that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests); or

(c) is redeemable (other than solely for Equity Interests in such Person or in the IPO Entity that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests) or is required to be repurchased by such Person or any of its Affiliates, in whole or in part, at the option of the holder thereof;

in each case, on or prior to the date 91 days after the Latest Maturity Date as of the date of issuance of such Equity Interests; provided, however, that (i) an Equity Interest in any Person or in the IPO Entity that would not constitute a Disqualified Equity Interest but for terms thereof giving holders thereof the right to require such Person or the IPO Entity to redeem or purchase such Equity Interest upon the occurrence of an " asset sale" or a " change of control" shall not constitute a Disqualified Equity Interest if any such requirement becomes operative only after, or is subject to the occurrence of, the Termination Date, (ii) if an Equity Interest in any Person or in the IPO Entity is issued pursuant to any plan for the

benefit of directors, officers, employees, independent contractors, members of management, managers or consultants of any Parent Company, the Company or any Subsidiary thereof or by any such plan to such directors, officers, employees, independent contractors, members of management, managers or consultants, such Equity Interest shall not constitute a Disqualified Equity Interest solely because it may be required to be repurchased by any Parent Company, the Company or any Subsidiary thereof in order to satisfy applicable statutory or regulatory obligations of such Person or in the IPO Entity and (iii) no Equity Interest held by any future, present or former director, officer, employee, independent contractor, member of management, manager or consultant (or their respective affiliates or immediate family members) of any Parent Company, the Company or any Subsidiary thereof shall be considered a Disqualified Equity Interest solely because such stock is redeemable or subject to repurchase pursuant to any customary stock option, employee or independent contractor stock award or similar agreement that may be in effect from time to time.

" Disqualified Lenders" means (i) any bank, financial institution or institutional lender and Affiliates of the foregoing or other entities, in each case, identified in writing by the Sponsor, the Company or the US Borrower to the Administrative Agent on or prior to July 16, 2021, (ii) those Persons who are Competitors and/or Affiliates of Competitors identified in writing by the Sponsor, the Company or the US Borrower to the Administrative Agent on or prior to July 16, 2021 and (iii) any known Affiliate of any Person referred to in clauses (i) or (ii) above that is clearly identifiable as such solely on the basis of such Affiliate' s name or identified in a written notice to the Administrative Agent; provided that (x) an Affiliate of a Competitor shall not include any such Affiliate that is primarily engaged in, or that advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit or securities in the ordinary course of its business and with respect to which any such Person referred to in clauses (i) or (ii) above does not, directly or indirectly, possess the power to direct or cause the direction of the investment policies of such entity and (y) the US Borrower, upon reasonable notice to the Administrative Agent, shall be permitted to supplement in writing the list of persons that are Disqualified Lenders to the extent such supplemented person is or becomes a Competitor, which supplement will not apply retroactively to disqualify any Persons that have previously acquired an assignment or participation interest in the Loans or Commitments; provided that such designation shall become effective two (2) Business Days after the delivery of each such written supplement.

" Dollars", " dollars" or " $" refers to lawful money of the United States of America." Early Opt-in Effective Date" means, with respect to any Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, so long as the Administrative Agent has not received, by 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, written notice of objection to such Early Opt-in Election from Lenders comprising the Required Lenders.

" Early Opt-in Election"

means the occurrence of:

(1) a determination by the Administrative Agent, or a notification by the US Borrower to the Administrative Agent that the US Borrower has made a determination, that U.S. dollar-denominated syndicated credit facilities currently being executed, or that include language similar to that contained in Section 2.14(c), are being executed or amended (as applicable) to incorporate or adopt a new benchmark interest rate to replace LIBOR, and

(2) the joint election by the Administrative Agent and the US Borrower to replace LIBOR with a Benchmark Replacement and the provision by the Administrative Agent of written notice of such election to the Lenders.

"ECF Percentage" means, with respect to the prepayment required by Section 2.11(d) with respect to any applicable fiscal year of the US Borrower, if the Secured Net Leverage Ratio (calculated after giving Pro Forma Effect to all reductions made to Excess Cash Flow for such fiscal year pursuant to the proviso in Section 2.11(d) as if such repayments or prepayments had occurred on the last day of such fiscal year) is (a) greater than 6.00:1.00, 50.0% of Excess Cash Flow for such fiscal year, (b) greater than 5.50:1.00 but less than or equal to 6.00:1.00, 25.0% of Excess Cash Flow for such fiscal year and (c) less than or equal to 5.50:1.00, 0% of Excess Cash Flow for such fiscal year.

"Effective Date Refinancing" has the meaning assigned to such term in the preamble to this Agreement.

"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.

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

"Effective Date" means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02) and the Initial Term Loans are made.

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

"Eligible Assignee" means (a) a Lender, (b) any Affiliate of a Lender, (c) an Approved Fund and (d) any other Person (including, subject to the requirements of Section 9.04(f) or (h), as applicable, Holdings, the Company, the US Borrower or any of their Affiliates), other than, in each case, (i) a natural person (or a holding company, investment vehicle or trust for, or owned and operated by or for the primary benefit of one or more natural persons), (ii) a Defaulting Lender or (iii) a Disqualified Lender.

"English Debenture" shall mean the English law debenture entered into from time to time on or after the Effective Date entered into by each English Guarantor, pursuant to which each of those companies grants fixed and floating security over its assets in favor of the Administrative Agent securing the obligations of the Loan Parties under this Agreement or, if and to the extent any debenture is

entered into following the Effective Date (or otherwise) in replacement or supplement of such debenture, that replacement or supplement debenture.

" English Guarantor" shall mean each Subsidiary Guarantor incorporated or organized under the laws of England.

" English Security Documents" shall mean the English Debenture, the English Share Security Agreement, and any other English law governed Security Documents described in Schedule 5.15 and all other charges, debentures, instruments, documents and agreements delivered by an English Guarantor and by any other Credit Party that owns shares or interests in an English Guarantor in each case pursuant to this Agreement in order to grant to the Administrative Agent (or its subagent, trustee or assignee) a Lien on any real, personal or mixed property of such English Guarantor or its capital stock as security for the Secured Obligations, in each case in form and substance reasonably satisfactory to the Administrative Agent and as amended, restated, joined, supplemented or otherwise modified from time to time in accordance with their terms (including any English Security Documents contemplated to be executed in accordance with Section 5.15 (post-closing obligations) or described in Schedule 5.15.

" English Share Security Agreement" shall mean the English law security over share agreement dated on or around the Effective Date entered into by a Subsidiary Guarantor pursuant to which the Subsidiary Guarantor grants security over the entire issued share capital of each English Guarantor in favor of the Administrative Agent securing the obligations or the Loan Parties under this Agreement, if and to the extent any security over shares agreement is entered into following the Effective Date (or otherwise) in replacement or supplement of such security over shares agreement, that replacement or supplement security over shares agreement.

" Environmental Laws" means the applicable common law and treaties, rules, regulations, codes, ordinances, judgments, orders, decrees and other applicable Requirements of Law, and all applicable injunctions or binding agreements issued, promulgated or entered into by or with any Governmental Authority, in each instance relating to the protection of the environment, to preservation or reclamation of natural resources, to Release or threatened Release of any Hazardous Material or, to the extent relating to exposure to Hazardous Materials, the protection of human health or safety.

" Environmental Liability" means any liability, obligation, loss, claim, action, order or cost, contingent or otherwise (including any liability for damages, costs of medical monitoring, costs of environmental remediation or restoration, administrative oversight costs, consultants' fees, fines, penalties and indemnities), of the Company or any Subsidiary resulting from or based upon (a) any actual or alleged violation of any Environmental Law or permit, license or approval issued thereunder, (b) the generation, use, handling, transportation or storage treatment of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials or (e) any legally binding contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

" Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person.

" ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

" ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with the Company or its Subsidiaries, is treated as a single employer under Section 414(b) or

414(c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

" ERISA Event" means (a) any " reportable event," as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the applicable notice period is waived pursuant to applicable regulations), (b) any failure by any Plan to satisfy the minimum funding standard (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Plan, in each case whether or not waived, (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan, (d) a receipt of notification by the US Borrower or an ERISA Affiliate from a Plan's actuary of its determination that any Plan is, or is reasonably expected to be, in " at-risk" status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code), (e) the incurrence by the Company, any Restricted Subsidiary or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan, (f) the receipt by the Company, any Restricted Subsidiary or any ERISA Affiliate from the PBGC of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan, (g) the cessation of operations at a facility of the Company, any Restricted Subsidiary or any ERISA Affiliate in the circumstances described in Section 4062(e) of ERISA, (h) the incurrence by the Company, any Restricted Subsidiary or any ERISA Affiliate of any liability with respect to its withdrawal or partial withdrawal from any Plan or Multiemployer Plan, (i) the receipt by the Company, any Restricted Subsidiary or any ERISA Affiliate of any notice from the sponsor of a Multiemployer Plan concerning the imposition of Withdrawal Liability on it or a determination that a Multiemployer Plan is, or is reasonably expected to be, insolvent, within the meaning of Title IV of ERISA or in " endangered" or " critical" status, within the meaning of Section 305 of ERISA or (j) any Foreign Benefit Event.

" 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.

" Euro", " euros", " EUR" and " €" refers to the single currency of the Participating Member States.

" Eurodollar" when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Eurodollar Rate.

" Eurodollar Rate" means:

(a) for any Interest Period with respect to a Eurodollar Loan, the rate per annum equal to the London Interbank Offered Rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for U.S. Dollars for a period equal in length to such Interest Period) (" LIBOR") 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) at approximately 11:00 a.m., London time, two 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;

(b) for any interest calculation with respect to an ABR Loan on any date, the rate per annum equal to LIBOR, at or about 11:00 a.m., London time determined two London Banking

Days prior to such date for U.S. Dollar deposits with a term of one month commencing that day; and

(c) if the Eurodollar Rate shall be less than 0.50%, such rate shall be deemed 0.50% for purposes of this Agreement.

" Event of Default" has the meaning assigned to such term in Section 7.01.

" Excess Cash Flow" means, for any fiscal year of the US Borrower, an amount equal to the excess of:

(a) the sum, without duplication, of

(i) Consolidated EBITDAR for such fiscal year (excluding any non-cash adjustments, cash adjustments (to the extent actually paid in cash during the applicable period), and *pro forma* adjustments, in each case, to the extent included in determining Consolidated EBITDAR), and

(ii) decreases in Consolidated Working Capital; less:

(b) the sum, without duplication, of:

(i) without duplication of amounts deducted pursuant to clause (xii) below in prior fiscal years, the aggregate amount of all capital expenditures made in cash or accrued (x) during such fiscal year or (y) at the option of the US Borrower, after the end of such fiscal year but on or prior to the date the mandatory prepayment is required pursuant to Section 2.11(d) with respect to such fiscal year, except to the extent that such capital expenditures were financed with the proceeds of long-term Indebtedness of the Company or any Restricted Subsidiary; provided that any amount deducted under subclause (y) shall not be deducted in any subsequent fiscal year,

(ii) the aggregate amount of all Taxes based on income, profits or capital, sales and property taxes, including federal, foreign, state, local, franchise, excise, and similar taxes (including, for the avoidance of doubt, Restricted Payments pursuant to Section 6.07(a)(vi)(A)) to the extent paid (or to be paid) in cash (including in respect of repatriated funds) and tax settlements, fees and penalties paid (or to be paid) in cash (x) during such fiscal year or (y) at the option of the US Borrower, after the end of such fiscal year but on or prior to the date that is six months after the end of such fiscal year; provided that any amount deducted under subclause (y) shall not be deducted in any subsequent fiscal year,

(iii) the aggregate amount of all principal payments of Indebtedness (including amortization payments) (other than voluntary prepayments of Indebtedness deducted under Section 2.11(d)) by the Company or any Restricted Subsidiary made in cash (x) during such fiscal year or (y) at the option of the US Borrower, after the end of such fiscal year but on or prior to the date the mandatory prepayment is required pursuant to Section 2.11(d) with respect to such fiscal year, except to the extent financed with the proceeds of other long-term Indebtedness of the Company or any Restricted Subsidiary; provided that any amount deducted under subclause (y) shall not be deducted in any subsequent fiscal year,

(iv) increases in Consolidated Working Capital,

(v) the aggregate amount of payments by the Company or any Restricted Subsidiary made in cash during such fiscal year in respect of long-term liabilities of the Apex Group, other than Indebtedness,

(vi) without duplication of amounts deducted pursuant to clause (xii) below in prior fiscal years, the aggregate amount of Investments and acquisitions (including related fees, costs and expenses) pursuant to Section 6.04 (other than Section 6.04(a), Section 6.04(c)(i), Section 6.04(c)(ii), Section 6.04(c)(iii)(A) and Section 6.04(m)(B)) made in cash (x) during such fiscal year or (y) at the option of the US Borrower after the end of such fiscal year but on or prior to the date the mandatory prepayment is required pursuant to Section 2.11(d) with respect to such fiscal year, except to the extent such Investments were financed with the proceeds of long-term Indebtedness of the Company or any Restricted Subsidiary; provided that any amount deducted under subclause (y) shall not be deducted in any subsequent fiscal year,

(vii) the amount of dividends, other Restricted Payments and Repayments paid pursuant to Section 6.07 (other than Section 6.07(a)(vii)(B), Section 6.07(b)(iii), Section 6.07(b)(iv)(B) and Section 6.07(a)(i) (to the extent paid to the Company or any Restricted Subsidiary)) made in cash (x) during such fiscal year or (y) at the option of the US Borrower, after the end of such fiscal year but on or prior to the date the mandatory prepayment is required pursuant to Section 2.11(d) with respect to such fiscal year, except to the extent such dividends, other Restricted Payments and Repayments were financed with the proceeds of long-term Indebtedness of the Company or any Restricted Subsidiary; provided that any amount deducted under subclause (y) shall not be deducted in any subsequent fiscal year,

(viii) the aggregate amount of expenditures actually made by the Company or any Restricted Subsidiary in cash during such fiscal year (including expenditures for the payment of financing fees) to the extent that such expenditures are not expensed during such period,

(ix) payments by the Company or any Restricted Subsidiary made in cash during such fiscal year in respect of Non-Cash Charges included in the calculation of Consolidated EBITDAR in any prior fiscal year,

(x) the aggregate amount of any premium, make-whole or penalty payments required to be made in connection with any prepayment of Indebtedness made in cash by the Company or any Restricted Subsidiary during such fiscal year,

(xi) the aggregate amount of earn-outs, escrow amounts and other indemnification obligations, made in cash (x) during such fiscal year or (y) at the option of the US Borrower, after the end of such fiscal year but on or prior to the date the mandatory prepayment is required pursuant to Section 2.11(d) with respect to such fiscal year, except to the extent such earn-outs were financed with the proceeds of long-term Indebtedness by the Company or any Restricted Subsidiary; provided that any amount deducted under subclause (y) shall not be deducted in any subsequent fiscal year,

(xii) without duplication of amounts deducted from Excess Cash Flow in prior fiscal years, the aggregate consideration (including escrow amounts and other

indemnification obligations) required to be paid in cash (including related fees, costs and expenses) by the Company or any Restricted Subsidiary pursuant to binding contracts (the " Contract Consideration") entered into prior to or during such period relating to Permitted Acquisitions, other Investments (other than intercompany investments) or capital expenditures (including purchases of Intellectual Property) to be consummated or made during the period of four consecutive fiscal quarters of the US Borrower following the end of such fiscal year, but on or prior to the date the mandatory prepayment is required pursuant to Section 2.11(d) with respect to such fiscal year; provided that, to the extent that the aggregate amount of cash (other than the proceeds of any long-term Indebtedness) actually utilized to make such loans (in the case of clause (x)) or as consideration for such Permitted Acquisitions, other Investments or capital expenditures (in the case of clause (y)), as applicable, during such period of four consecutive fiscal quarters is less than the expected amount of such loans (in the case of clause (x)) or the Contract Consideration (in the case of clause (y)), as applicable, the amount of such shortfall shall be added to the calculation of Excess Cash Flow at the end of such period of four consecutive fiscal quarters, and

(xiii) the aggregate amount of Consolidated Cash Interest Expense and Other Net Finance Costs paid or payable in cash during such fiscal year by the Apex Group, and

" Exchange Act" means the United States Securities Exchange Act of 1934, as amended from time to time.

" Excluded Assets" means (I) with respect to each US Loan Party, (a) any fee-owned real property and all leasehold interests (including ground lease) in real property not in excess of $10,000,000, (b) motor vehicles and other assets subject to certificates of title or ownership except to the extent that the filing of UCC financing statements is sufficient for perfection of security interests in such motor vehicles, subject to all other clauses of this definition, (c) Equity Interests in (i) Unrestricted Subsidiaries, (ii) any Person (other than any Wholly Owned Restricted Subsidiary) to the extent the pledge thereof to the Collateral Agent is not permitted by the terms of such Person's organizational (to the extent not included in contemplation of circumventing the requirements hereof) or joint venture documents, (iii) Immaterial Subsidiaries and (iv) not-for-profit Subsidiaries, captive insurance companies, Securitization Entities and other special purpose subsidiaries, (d) [Reserved], (e) any lease, license, contract or other agreement or document, in each case not prohibited under the Loan Documents, to the extent that, and for so long as, a grant of a security interest therein would require the consent of a third party (unless such consent has been received) or violate or invalidate such lease, license or agreement or create a right of termination in favor of any other party thereto (other than a Loan Party), in each case, after giving effect to the applicable anti-assignment provisions of applicable law (including the UCC), rule or regulation (other than proceeds and receivables thereof to the extent the assignment thereof is expressly deemed effective under applicable Requirements of Law (including the UCC) notwithstanding such prohibition), (f) any asset subject to a Lien of the type permitted by Section 6.02(iv) or a Lien permitted by Section 6.02(xi), in each case if, to the extent and for so long as the grant of a Lien thereon to secure the Secured Obligations constitutes a breach of or a default under, or creates a right of termination in favor of any party (other than any Loan Party) to, any agreement pursuant to which such Lien has been created (but only to the extent any of the foregoing is not rendered ineffective by, or is otherwise unenforceable under, the UCC or any Requirements of Law), (g) any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a " Statement of Use" and issuance of a " Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an " Amendment to Allege Use" whereby such intent-to-use trademark application is converted

to a " use in commerce" application pursuant to Section 1(c) of the Lanham Act and any other Intellectual Property in any jurisdiction where such pledge or security interest would cause the invalidation or abandonment of such Intellectual Property, (h) [reserved], (i) the rights in any commercial tort claims and any letter of credit in cash and any other letter of credit, in each case, with a value below $20.0 million except to the extent that the filing of " all assets" UCC financing statements is sufficient for perfection of security interests in such commercial tort claim or letter of credit, subject to all other clauses of this definition, (j) margin stock (as defined in Regulation U of the Board of Governors), (k) [reserved], (l) pledges and security interests prohibited by applicable law, rule or regulation or agreements with any Governmental Authority (including any requirement to obtain the consent or which would require governmental (including regulatory) consent, approval, license or authorization to provide such pledge or security interest (unless such consent, approval, license or authorization has been received) (in each case, after giving effect to the applicable anti-assignment provisions of applicable law (including the UCC), rule or regulation (other than proceeds and receivables thereof to the extent the assignment thereof is expressly deemed effective under applicable Requirements of Law (including the UCC) notwithstanding such prohibition)), (m) accounts receivables and related assets sold or contributed to, or otherwise pledged, factored, transferred or sold in, in each case, in connection with a Qualified Securitization Transaction not prohibited under the Loan Documents , (n) [reserved] and (o) those assets to which the Administrative Agent and the US Borrower reasonably agree in writing that the cost (including any adverse Tax consequences, other than on account of any Taxes payable in connection with filings, recordings, registrations, stampings and any similar acts in connection with the creation or perfection of Liens) of obtaining such a security interest or perfection thereof exceed the benefit to the Lenders of the security to be afforded thereby and (II) with respect to any Foreign Loan Party, (1) any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a " Statement of Use" and issuance of a " Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an " Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a " use in commerce" application pursuant to Section 1(c) of the Lanham Act and any other Intellectual Property in any jurisdiction where such pledge or security interest would cause the invalidation or abandonment of such Intellectual Property, (2) any lease, license, contract or other agreement or document, in each case not prohibited under the Loan Documents, to the extent that, and for so long as, a grant of a security interest therein would require the consent of a third party (unless such consent has been received) or violate or invalidate such lease, license or agreement or create a right of termination in favor of any other party thereto (other than a Loan Party), in each case, after giving effect to the applicable anti-assignment provisions of applicable law (including the UCC), rule or regulation (other than proceeds and receivables thereof to the extent the assignment thereof is expressly deemed effective under applicable Requirements of Law (including the UCC) notwithstanding such prohibition), and (3) all other assets specifically described in any applicable Foreign Security Document as excluded from the grant of security by such Foreign Loan Party.

" Excluded Information" means information regarding Holdings, the Company, the US Borrower, the Sponsor or their respective Affiliates that may be material to a decision made by a Lender to participate in any assignment to an Affiliated Lender, including any information which is (a) not publicly available, (b) material with respect to Holdings, the Company, the US Borrower and their respective subsidiaries or their respective securities for purposes of U.S. federal and state securities laws and (c) not of a type that would be publicly disclosed in connection with any issuance by Holdings, the Company or any Restricted Subsidiary of debt or equity securities issued pursuant to a public offering, a Rule 144A offering or other private placement where assisted by a placement agent.

" Excluded Luxembourg Subsidiaries" means (a) each of LRI Invest S.A., LRI Depositary S.A., ENOP 5 and Ipes (Luxembourg) S.A., (b) FundRock Holding SA and FundRock Management Company S.A., each a public limited liability company (*société anonyme*) organized under the laws of

Luxembourg, and (c) any other Subsidiary formed under the laws of Luxembourg (i) that is prohibited by the CSSF (or any rules or regulations promulgated by the CSSF or applicable law enforced by the CSSF) from becoming a Subsidiary Guarantor or (ii) with respect to which the Company has reasonably determined in good faith based on advice of counsel that CSSF consent is required in order for such Subsidiary to become a Subsidiary Guarantor, and such consent has not been obtained, or the Company has reasonably determined in good faith based on advice of counsel that CSSF consent is unlikely to be obtained.

" Excluded Subsidiary" means (a) any Subsidiary that is not a Wholly Owned Subsidiary of the Company on the Effective Date or, if later, the date such Non-Wholly Owned Subsidiary first becomes a Restricted Subsidiary; *provided*, that any Subsidiary that is a Subsidiary Guarantor shall not be released as a Loan Party and become an Excluded Subsidiary solely because such Subsidiary is no longer a Wholly Owned Subsidiary of the Company unless such Subsidiary became a non-wholly owned Subsidiary pursuant to a permitted transaction with a Person that is not an Affiliate of the Company (other than to the extent such Person becomes a non-Affiliate of the Company as a result of such transaction) for a bona fide business purpose (other than to release such Subsidiary Guarantor from its Guarantee), (b) any broker-dealer subsidiary or banking subsidiary, (c) [reserved], (d) any Subsidiary that is prohibited or restricted by applicable law, rule, regulation or any Contractual Obligation (including any requirement to obtain the consent of any Governmental Authority or third party pursuant to such Contractual Obligation) in effect (in the case of any Contractual Obligation) on the Effective Date (or, if later, the date it becomes a Restricted Subsidiary and, in the case of a Contractual Obligation, not entered into in contemplation thereof) or at the time of acquisition of such Subsidiary (and not incurred in contemplation of such acquisition) from becoming a Subsidiary Guarantor, or which would require governmental (including regulatory) consent, approval, license or authorization to provide a Guarantee, unless such consent, approval, license or authorization has been received, (e) not-for-profit subsidiaries, captive insurance subsidiaries, any Securitization Entity and other special purpose subsidiaries, (f) joint ventures, (g) any Subsidiary acquired pursuant to a Permitted Acquisition or other Investment permitted herein that has assumed Indebtedness not incurred in contemplation of such Permitted Acquisition or other Investment and any Subsidiary thereof that guarantees such Indebtedness, in each case to the extent such Indebtedness (i) prohibits such subsidiary from becoming a Subsidiary Guarantor, (ii) is permitted to be incurred hereunder and (iii) such prohibition was not implemented in contemplation of such Permitted Acquisition or other Investment, (h) any Immaterial Subsidiary (except as may be designated as a Subsidiary Guarantor by the Company by complying with the Collateral and Guarantee Requirement), (i) any Unrestricted Subsidiary, (j) in the case of any obligation under any Swap Agreement, any Subsidiary of the Company that is not an " Eligible Contract Participant" as defined under the Commodity Exchange Act, (k) any Subsidiary of the Company that is registered with the SEC as an " investment company," or has filed an election to be regulated as a " business development company," in each case as defined in the Investment Company Act (or would be required to register as an " investment company" if it were to provide or maintain a Guarantee), (l) any Subsidiary that is not organized or incorporated in a Collateral Jurisdiction and (m) any other Subsidiary with respect to which the US Borrower and the Administrative Agent reasonably agree that the cost, burden, difficulty or consequence of becoming a Subsidiary Guarantor (taking into account any adverse tax consequences to Company and its Affiliates (including the imposition of material withholding or other taxes)) is excessive in relation to the value afforded thereby. For the avoidance of doubt, the parties hereto acknowledge and agree that the Excluded Luxembourg Subsidiaries shall be Excluded Subsidiaries.

" Excluded Swap Obligation" means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Loan Party, of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes unlawful or illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by

virtue of such Loan Party's failure for any reason to constitute an "Eligible Contract Participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Loan Party or the grant of such security interest becomes effective with respect to such Swap Obligation.

"Excluded Taxes" means, with respect to any Recipient (which, for the avoidance of doubt, includes any Participant or assignee under Section 9.04 for purposes of this definition of "Excluded Taxes"), (a) Taxes imposed on (or measured by) net income (however denominated) and franchise Taxes, in each case, (i) as a result of such Recipient being organized or incorporated under the laws of, or having its principal office or, in the case of any Lender, its applicable Lending Office, located in, the jurisdiction imposing such Tax, or (ii) as a result of any other present or former connection between such Recipient and the jurisdiction imposing such Tax (other than a connection arising from such Recipient having executed, delivered, or become a party to, performed its obligations or received payments under, received or perfected a security interest under, sold or assigned an interest in, or engaged in any other transaction pursuant to, or enforced, any Loan, Loan Document), (b) any branch profits tax imposed under Section 884(a) of the Code, or any similar Tax, imposed by any jurisdiction described in clause (a) above, (c) any U.S. federal withholding Tax pursuant to FATCA and (d) any Tax that is attributable to a Lender's failure to comply with Section 2.17(f).

"Existing Credit Agreement" has the meaning assigned to such term in the preamble to this Agreement.

"Extension Notice" has the meaning assigned to such term in Section 2.21(b).

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations thereunder or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code, as of the date of this Agreement (or any amended or successor version described above), and any applicable intergovernmental agreement (and applicable official implementing guidance) implementing the foregoing.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended from time to time, and the rules and regulations thereunder.

"Federal Funds Rate" means, for any day, the rate per annum calculated by the Federal Reserve Bank of New York based on such day's federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the federal funds effective rate; provided that if the Federal Funds Rate as so determined would be less than 0.50%, such rate shall be deemed to be 0.50% for purposes of this Agreement.

"Financial Officer" means the chief financial officer (or equivalent officer), principal accounting officer, treasurer or corporate controller of the US Borrower.

"Financing Transactions" means the execution, delivery and performance by each Loan Party of the Loan Documents to which it is to be a party, the borrowing of Loans, the use of the proceeds thereof and the issuance of Letters of Credit hereunder.

"First Amendment" means that certain First Amendment to Second Lien Credit Agreement, dated as of the First Amendment Effective Date, among the US Borrower, Holdings, the Company, the Lenders party thereto and the Administrative Agent.

"First Amendment Effective Date" means August 25, 2021.

"First Amendment Fee Letter" means "Fee Letter" as defined in the First Amendment.

" First Lien Agent" means JPMorgan Chase Bank, N.A., as administrative agent under the First Lien Credit Agreement.

" First Lien Credit Agreement" means the First Lien Credit Agreement, dated as of the Effective Date, among Holdings, the Company, the US Borrower, the Irish Borrower, the financial institutions from time to time party thereto as lenders and the First Lien Agent, as amended, modified, supplemented, substituted, replaced, restated or refinanced, in whole or in part, from time to time in a manner not in contravention of the Intercreditor Agreement (whether with the original administrative agent, collateral agent and lenders or other agents and lenders or otherwise).

" First Lien Facilities" means (a) the loans and revolving commitments made pursuant to the First Lien Credit Agreement on the Effective Date, (b) any First Lien Incremental Facilities permitted to be incurred in accordance with the terms of the First Lien Credit Agreement, and (c) any Indebtedness incurred under Section 2.21 of the First Lien Credit Agreement.

" First Lien Incremental Base Amount" means the amount of First Lien Incremental Facilities and First Lien Incremental Equivalent Debt that may be incurred pursuant to clause (a) of the definition of the term " Incremental Cap" (as defined in the First Lien Credit Agreement).

" First Lien Incremental Equivalent Debt" means " Incremental Equivalent Debt" as defined in the First Lien Credit Agreement.

" First Lien Incremental Facilities" means " Incremental Facilities" as defined in the First Lien Credit Agreement.

" First Lien Intercreditor Agreement" has the meaning assigned to such term in the Intercreditor Agreement.

" First Lien Loan Documents" means the First Lien Credit Agreement, any promissory notes, collateral documents, the Intercreditor Agreement and any other document or instrument designated by the US Borrower and the First Lien Agent as a " Loan Document" under the First Lien Credit Agreement, and shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, amendments and restatements, supplements or other modifications thereto in a manner not in contravention of the Intercreditor Agreement.

" First Lien Net Leverage Ratio" has the meaning assigned to such term in the First Lien Credit Agreement.

" First Lien Obligations" means the " Secured Obligations" under and as defined in the First Lien Credit Agreement.

" First Lien Ratio Debt" means Ratio Debt incurred pursuant to Section 6.01(xviii)(A)(2) and any Permitted Refinancing of the foregoing.

" First Lien Revolving Loans" means the revolving loans made by the lenders party to the First Lien Credit Agreement.

" First Lien Swing Line Loans" means the swing line loans made by the lenders party to the First Lien Credit Agreement.

" First Lien Term Loans" means the term loans made by the lenders party to the First Lien Credit Agreement.

" Fixed Amount" has the meaning assigned to such term in Section 1.07.

" Fixed Charge Coverage Ratio" means, with respect to the Company and its Restricted Subsidiaries as of any date, the ratio of (1) Consolidated EBITDAR of the Company and its Restricted Subsidiaries for the most recently ended fiscal quarter of the Company for which financial statements have been delivered pursuant to Section 5.01(a) or (b) to (2) the Consolidated Cash Interest Expense of the Company and its Restricted Subsidiaries for such period calculated on a Pro Forma Basis.

" Foreign Benefit Event" means with respect to any Foreign Plan, the existence of unfunded liabilities of the relevant Loan Party in excess of the amount permitted under any applicable law, or in excess of the amount that would be permitted absent a waiver from a Governmental Authority.

" Foreign Loan Party" means each Loan Party that is not a US Loan Party.

" Foreign Plan" means any defined benefit plan (as defined in Section 3(35) of ERISA, but whether or not subject to ERISA) maintained or contributed to by Holdings, the Company or any Restricted Subsidiary with respect to its employees employed outside the United States, other than any such plan sponsored or to which contributions are mandated by any Governmental Authority.

" Foreign Subsidiary" means each Subsidiary that is not incorporated, formed or otherwise organized under the laws of the United States, any state thereof or the District of Columbia.

" Funded Debt" means all Indebtedness of the Company and the Restricted Subsidiaries for borrowed money that matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the option of such Person, to a date more than one year from such date or arises under an agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date, including Indebtedness in respect of the Loans.

" Foreign Security Document" means each security agreement, pledge agreement, mortgage or other document or instrument which is governed by the laws other than the laws of the United States, any state thereof or the District of Columbia and which is executed and delivered pursuant to the terms hereof or any other Loan Document, to secure any of the Secured Obligations.

" Governmental Authority" means the government of the United States of America, any other nation or 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).

" Guarantee" of or by any Person (the " guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness of any other Person (the " primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness; provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business or customary and reasonable indemnity obligations in effect on the Effective Date or entered into in connection with any acquisition or disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). 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 in good faith by a Financial Officer. The term " Guarantee" as a verb has a corresponding meaning.

" Guarantee Agreement" means that certain Second Lien Guarantee Agreement among the Loan Parties and the Administrative Agent, substantially in the form of Exhibit B.

" Guarantor Coverage Test" as defined in Section 5.11(b).

" Hazardous Materials" means all pollutants or contaminants, petroleum or petroleum by-products or distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances, materials, constituents, chemicals, compounds or wastes of any nature regulated as hazardous or toxic, or any other term of similar import, pursuant to any Environmental Law.

" Holdings" has the meaning assigned to such term in the introductory paragraph to this Agreement.

" Identified Participating Lenders" has the meaning assigned to such term in Section 2.11(a)(ii)(C)(2).

" Identified Qualifying Lenders" has the meaning specified in Section 2.11(a)(ii)(D)(2).

" IFRS" means, subject to the limitations on the application thereof set forth in Section 1.2, International Financial Reporting Standards as issued by the International Accounting Standards Board as in effect from time to time.

" Immaterial Subsidiary" means any Subsidiary other than (x) a Material Subsidiary or (y) a Restricted Subsidiary that the Company has deemed to be a Material Subsidiary.

" Incremental Cap" means, as of any date of determination, (a) (i) the greater of $275.0 million and 100.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time minus (ii) the aggregate principal amount of all Incremental Facilities and all Incremental Equivalent Debt outstanding at such time that was incurred in reliance on the foregoing clause (a)(i) minus (iii) the aggregate principal amount of First Lien Incremental Facilities and First Lien Incremental Equivalent Debt then outstanding in reliance on the First Lien Incremental Base

Amount plus (b) the principal amount of all voluntary prepayments and repurchases of Term Loans, Incremental Equivalent Debt and Incremental Term Loans (in each case including prepayments and repurchases at or below par (but, with respect to repurchases below par, limited to the actual purchase price)) made prior to such date (other than prepayments, repurchases and commitment reductions made with the proceeds of (A) Credit Agreement Refinancing Indebtedness or (B) other long-term Indebtedness) plus (c) in the case of an Incremental Facility that serves to effectively extend the maturity of the Term Facility, an amount equal to the amount of Loans and/or Commitments under the Term Facility, as applicable to be replaced with such Incremental Facility, plus (d) an unlimited amount such that after giving effect to the incurrence of any such Incremental Facility or Incremental Equivalent Debt, (i) if such Incremental Facility or Incremental Equivalent Debt is secured by a Lien on the Collateral that ranks *pari passu* or junior (or is otherwise subordinated) to the Liens on the Collateral securing the Loans, the Total Net Leverage Ratio, recomputed on a Pro Forma Basis for the most recently ended Test Period as of such time, shall not exceed 6.50 to 1.00 (or, to the extent that such Incremental Facility or Incremental Equivalent Debt constitutes Acquisition Indebtedness, at the election of the US Borrower, the Total Net Leverage Ratio immediately prior to the incurrence of such Incremental Facility or Incremental Equivalent Debt) or (ii) if such Incremental Facility or Incremental Equivalent Debt is unsecured (or secured by assets not constituting Collateral), at the election of the US Borrower, (A) the Total Net Leverage Ratio, recomputed on a Pro Forma Basis for the most recently ended Test Period as of such time, shall not exceed 6.50:1.00 (or, to the extent that such Incremental Facility or Incremental Equivalent Debt constitutes Acquisition Indebtedness, at the election of the US Borrower, the Total Net Leverage Ratio immediately prior to the incurrence of such Incremental Facility or Incremental Equivalent Debt) or (B) the Fixed Charge Coverage Ratio, recomputed on a Pro Forma Basis for the most recently ended Test Period as of such time, shall not be less than 2.00:1.00 (or, to the extent that such Incremental Facility or Incremental Equivalent Debt constitutes Acquisition Indebtedness, at the election of the US Borrower, the Fixed Charge Coverage Ratio immediately prior to the incurrence of such Incremental Facility or Incremental Equivalent Debt); it being agreed that (x) in accordance with Section 1.07, (I) the US Borrower may elect to use amounts under clause (d) above (to the extent compliant therewith) prior to utilization of amounts under clauses (a) through (c) above; provided that if the US Borrower do not make such election, the US Borrower will be deemed to have elected to use clause (d) above first and (II) Incremental Facilities and/or Incremental Equivalent Debt may be incurred simultaneously under clauses (a) through (d) above, and proceeds from any such incurrence may be utilized in a single transaction by first calculating the incurrence under clause (d) above and then calculating the incurrence under clauses (a) and/or (b) above specifying the amount so requested and (y) the US Borrower may re-designate any Incremental Facility or Incremental Equivalent Debt originally designated as incurred under clauses (a) through (c) above as having been incurred under clause (d) above, so long as, at the time of such re-designation, the US Borrower would be permitted to incur under clause (d) above the aggregate principal amount of such Incremental Facility or Incremental Equivalent Debt being so re-designated (for purposes of clarity, with any such re-designation having the effect of increasing the US Borrower's ability to incur indebtedness under clauses (a) and/or (b) above as of the date of such re-designation by the amount of the Incremental Facility or Incremental Equivalent Debt so re-designated); provided, further, that, unless the US Borrower elects otherwise, any Incremental Facility or Incremental Equivalent Debt originally designated as incurred under clauses (a) and/or (b) above shall be automatically reclassified as having been incurred under clause (d) above if the Total Net Leverage Ratio or Fixed Charge Coverage Ratio, as applicable, test under clause (d) above is satisfied at any time after the incurrence of such Incremental Facility or Incremental Equivalent Debt. For purposes of determining the Total Net Leverage Ratio or Fixed Charge Coverage Ratio, as applicable, pursuant to clause (d) above, (1) the full amount of any Incremental Facility or Incremental Equivalent Debt, but excluding any unfunded delayed-draw credit facility to the extent usage of such delayed-draw credit facility is subject to a requirement that the US Borrower would be permitted to incur such delayed-draw indebtedness on the date it is actually drawn (or, in the case of a Limited Condition Transaction, the relevant LCT Test Date) as if it were new Indebtedness (and not a delayed-draw facility); provided,

however, that the commitments under such delayed-draw indebtedness shall be excluded from the calculation of Required Lenders until such delayed-draw facility is actually drawn), shall be treated as fully drawn, as if such transaction occurred at the beginning of the most recently ended Test Period and (2) the cash proceeds of the relevant Incremental Facility or Incremental Equivalent Debt shall be excluded in calculating the amount of " unrestricted cash" used in determining the Total Net Leverage Ratio.

" Incremental Equivalent Debt" means Indebtedness incurred pursuant to Section 6.01(xxiii).

" Incremental Facility" has the meaning assigned to such term in Section 2.20(a).

" Incremental Facility Amendment" has the meaning assigned to such term in Section 2.20(h).

" Incremental Maturity Extension Excluded Indebtedness" means Incremental Facilities and Incremental Equivalent Debt in an aggregate principal amount (together with any Incremental Maturity Extension Excluded Indebtedness previously incurred) not to exceed the greater of $275.0 million and 100.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time.

" Incremental Term Increase" has the meaning assigned to such term in Section 2.20(a).

" Incremental Term Loans" has the meaning assigned to such term in Section 2.20(a).

" Incurrence Based Amount" has the meaning assigned to such term in Section 1.07.

" Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding trade and other ordinary course accounts payable in the ordinary course of business and earn-out and other similar contingent deferred purchase price obligations), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (f) all Guarantees by such Person of Indebtedness of others, (g) all Capital Lease Obligations of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (i) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, (j) all obligations of such Person in respect of Disqualified Equity Interests and (k) all earn-out and other similar contingent deferred purchase price obligations, but solely to the extent that such obligation has become a non-contingent liability on the balance sheet of such Person in accordance with IFRS and is not paid within 30 days after the date payable in accordance with the terms thereof; provided that the term " Indebtedness" shall not include (i) deferred or prepaid revenue, (ii) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the seller or (iii) for the avoidance of doubt, any Qualified Equity Interests. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) only to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor. The amount of Indebtedness of any Person for purposes of clause (e) above shall (unless such Indebtedness has been

assumed by such Person) be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the fair market value of the property encumbered thereby as determined by such Person in good faith. The amount of Guarantees by such Person of Indebtedness of others for clause (f) above shall be deemed to be an amount equal to the lesser of (A) the principal amount of the obligations guaranteed and outstanding and (B) the maximum amount for which the guaranteeing Person may be liable in respect of such obligations under applicable law.

" 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 (a), Other Taxes.

" Indemnitee" has the meaning assigned to such term in Section 9.03(b).

" Information" has the meaning assigned to such term in Section 9.12(a).

" Initial Segregated Acquisition Amount" means the funds deposited into the Initial Segregated Deposit Account on the Effective Date.

" Initial Segregated Deposit Account" means a Segregated Acquisition Amount Deposit Account funded on the Effective Date with proceeds of a portion of the Initial Term Loans.

"Initial Term Commitment" means with respect to each Lender on the Effective Date, the commitment, if any, of such Lender to make a Term Loan hereunder on the Effective Date, expressed as an amount representing the maximum principal amount of the Term Loan to be made by such Lender hereunder **on the Effective Date. The** amount of each Lender's Term Commitment is set forth on Schedule 2 01 as of the Effective Date or in the Assignment and Assumption pursuant to which such Lender shall have assumed its **Initial** Term Commitment, as the case may be The initial aggregate amount of the Lenders' **Initial** Term Commitments on the Effective Date is $275 0 million

" Initial Term Loans" means the Term Loans made on the Effective Date in accordance with Section 2.01(a).

" Intellectual Property" has the meaning assigned to such term in the Collateral Agreement.

" Intercreditor Agreement" means the First Lien/Second Lien Intercreditor Agreement, dated as of the Effective Date, among the First Lien Agent, as agent for the First Lien Credit Agreement Secured Parties (as defined therein), the Collateral Agent, as agent for the First Lien Credit Agreement Secured Parties (as defined therein), Holdings, the Company and the US Borrower, as may be amended, modified, supplemented, substituted, replaced, restated or refinanced, in whole or in part, from time to time in accordance with its terms.

" Interest Election Request" means a request by the US Borrower to convert or continue a Term Borrowing in accordance with Section 2.07.

" Interest Payment Date" means (a) with respect to any ABR Loan, the last day of each March, June, September and December and the Termination Date and (b) with respect to any Eurodollar Loan, the last day of each Interest Period applicable to such Loan and the Termination Date of the Term Facility under which such Loan was made; provided, however, that if any Interest Period for a Eurodollar Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates.

" Interest Period" means, as to each Eurodollar Loan, the period commencing on the date such Eurodollar Loan is disbursed or converted to or continued as a Eurodollar Loan and ending on the date one, three or six months thereafter (in each case, subject to availability), as selected by the US Borrower in its Borrowing Request, or such other period that is twelve months or less requested by the US Borrower and consented to by all the Lenders; provided that:

(i) 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 Loan, such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(ii) any Interest Period pertaining to a Eurodollar 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;

(iii) no Interest Period shall extend beyond the Termination Date; and

(iv) the initial Interest Period for the Initial Term Loans funded on the Effective Date can be any period selected by the US Borrower with the Administrative Agent's consent.

" Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of Indebtedness of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. The amount, as of any date of determination, of (i) any Investment in the form of a loan or an advance shall be the principal amount thereof outstanding on such date, minus any cash payments actually received by such investor representing interest in respect of such Investment (to the extent any such payment to be deducted does not exceed the remaining principal amount of such Investment), but without any adjustment for write-downs or write-offs (including as a result of forgiveness of any portion thereof) with respect to such loan or advance after the date thereof, (ii) any Investment in the form of a Guarantee shall be 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 in good faith by a Financial Officer, (iii) any Investment in the form of a transfer of Equity Interests or other non-cash property by the investor to the investee, including any such transfer in the form of a capital contribution, shall be the fair market value (as determined in good faith by a Financial Officer) of such Equity Interests or other property as of the time of the transfer, minus any payments actually received by such investor representing a return of capital of, or dividends or other distributions in respect of, such Investment (to the extent such payments do not exceed, in the aggregate, the original amount of such Investment), but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment, and (iv) any Investment (other than any Investment referred to in clause (i), (ii) or (iii) above) by the specified Person in the form of a purchase or other acquisition for value of any Equity Interests, evidences of Indebtedness or other securities of any other Person shall be the original cost of such Investment (including any Indebtedness assumed in connection therewith), plus (x) the cost of all additions thereto and minus (y) the amount of any portion of such Investment that has been repaid to the investor in cash as a repayment of principal or a return of capital, and of any cash payments actually received by such investor

representing interest, dividends or other distributions in respect of such Investment (to the extent the amounts referred to in clause (y) do not, in the aggregate, exceed the original cost of such Investment plus the costs of additions thereto), but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment. For purposes of Section 6.04, if an Investment involves the acquisition of more than one Person, the amount of such Investment shall be allocated among the acquired Persons in accordance with IFRS; provided that pending the final determination of the amounts to be so allocated in accordance with IFRS, such allocation shall be as reasonably determined by a Financial Officer.

" Investment Advisers Act" means the Investment Advisers Act of 1940, as amended from time to time.

" Investment Company Act" means the Investment Company Act of 1940, as amended from time to time.

" Investors" means (a) the Sponsor, (b) the Management Investors and (c) the other direct or indirect investors in the Voting Stock of Holdings on the Effective Date.

" IP Rights" means (i) patents (including all reissues, reexaminations, divisionals, continuations, continuations-in-part and extensions thereof); (ii) trademarks, service marks, trade names, logos, Internet domain names, business names or brand names (in each case, whether or not registered) and all goodwill associated with any of the foregoing; (iii) copyrights (whether or not registered) and design registrations; and (iv) trade secrets, including confidential information, inventions, know-how, formulae, processes, procedures, research records, records of inventions, test information, market surveys and marketing know-how, in each case, to the extent they qualify for trade secret protection under applicable law.

" IPO" means (i) an underwritten initial public offering (other than a public offering pursuant to a registration statement on Form S-8) of common Equity Interests in the IPO Entity or (ii) the merger of the Company, or any direct or indirect Parent Company of the Company, with, or the acquisition of all or substantially all of the Equity Interests of the Company or any direct or indirect Parent Company thereof by, any special purpose acquisition company following which, the common stock of the surviving company or acquirer (or any Parent Company thereof) is listed on a national securities exchange.

" IPO Entity" means, at any time after an IPO, any Parent Company the Equity Interests of which were issued or otherwise sold pursuant to the IPO or, in the case of an IPO as described in clause (ii) of the definition thereof, the surviving company or acquirer (or any Parent Company thereof) that is listed on a national securities exchange following such transaction); provided that immediately following the IPO, the Company is a direct or indirect Wholly Owned Subsidiary of such IPO Entity and such IPO Entity owns, directly or through its subsidiaries, the business and assets owned or conducted, directly or indirectly, by the Company immediately prior to the IPO.

" ISDA Definitions" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

" Irish Borrower" means Apex Group Treasury limited, an Irish limited company.

" Joint Venture" means any Person, the Equity Interests (except for any such Equity Interests in the nature of directors' qualifying shares required pursuant to applicable law) of which is owned, in part, by a Loan Party and, in part, by one or more other Persons which are not Loan Parties.

" Junior Financing" means (a) any Indebtedness (other than any permitted intercompany Indebtedness owing to the Company or any Restricted Subsidiary) that constitutes Subordinated Indebtedness or (b) Indebtedness secured by a Lien on Collateral that is junior to the Lien on such Collateral that secures the Secured Obligations.

" Latest Maturity Date" means, at any date of determination, the latest maturity or expiration date applicable to any Loan or Commitment hereunder at such time, including the latest maturity or expiration date of any Other Term Loan, any Other Term Commitment, in each case as extended in accordance with this Agreement from time to time.

" 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 whether or not having the force of law.

" LCT Election" has the meaning specified in Section 1.06.

" LCT Test Date" has the meaning specified in Section 1.06.

" Legal Reservations" means with respect to a Foreign Loan Party:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court, the limitation of enforcement by laws relating to insolvency, bankruptcy, liquidation, judicial management, reorganization, court schemes, moratoria, administration and other laws generally affecting the rights of creditors and similar principles or limitations under the laws of any applicable jurisdiction;

(b) the time barring of claims under applicable limitation laws, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void and defenses of set-off or counterclaim and similar principles or limitations under the laws of any applicable jurisdiction;

(c) any general principles, reservations or qualifications, in each case as to matters of law as set out in any legal opinion delivered to the Administrative Agent in connection with any provision of any Loan Document;

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

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

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

(g) provisions of a contract being invalid or unenforceable for reasons of oppression or undue influence.

" Lender Presentation" means the Lender Presentation posted on the Approved Electronic Platform on July 13, 2021 relating to the Loan Parties and the Transactions.

" Lender-Related Person" has the meaning assigned to it in Section 9.03(d).

" Lenders" means (a) the Persons with a Term Commitment listed on Schedule 2.01 (in their respective capacities as Lenders), and (b) any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, an Incremental Facility Amendment or a Refinancing Amendment, in each case, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

" 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 US Borrower and the Administrative Agent which office may include any Affiliate of such Lender or any domestic or foreign branch of such Lender or such Affiliate. Unless the context otherwise requires each reference to a Lender shall include its applicable Lending Office.

" LIBOR" has the meaning set forth in the definition of " Eurodollar Rate".

" Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge, fixed charge, floating charge or security interest in, on or of such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

" Limited Condition Transaction" means (a) any Permitted Acquisition or other Investment that the Company or any Restricted Subsidiary is contractually committed to consummate (it being understood that such commitment may be subject to conditions precedent, which conditions precedent may be amended, satisfied or waived in accordance with the terms of the applicable agreement) and whose consummation is not conditioned on the availability of, or on obtaining, third party financing, (b) the submission of an irrevocable notice of prepayment or redemption of any Indebtedness of the Company or its Restricted Subsidiaries and/or (c) following the consummation of an IPO, the declaration of any Restricted Payment (so long as such Restricted Payment is paid within 60 days of such declaration).

" Loan Document Obligations" means (a) the due and punctual payment by the US Borrower of (i) the principal of and interest at the applicable rate or rates provided herein (including interest accruing during the pendency of any bankruptcy, insolvency, receivership, examinership or other similar proceeding (or that would accrue but for the existence of such proceeding), regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations of the US Borrower under or pursuant hereto and each of the other Loan Documents, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership, examinership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual payment and performance of all other obligations of the US Borrower under or pursuant to this Agreement and each of the other Loan Documents and (c) the due and punctual payment and

performance of all the obligations of each other Loan Party under or pursuant to this Agreement and each of the other Loan Documents (including monetary obligations accruing during the pendency of any bankruptcy, insolvency, receivership, examinership or other similar proceeding (or that would accrue but for the existence of such proceeding), regardless of whether allowed or allowable in such proceeding).

" Loan Documents" means this Agreement, any Incremental Facility Amendment, any Refinancing Amendment, the Intercreditor Agreement, the Guarantee Agreement, the Collateral Agreement, the Pledge Agreements, the other Security Documents, the Security Trust Deed**, the First Amendment, the First Amendment Fee Letter** and, except for purposes of Section 9.02, any promissory notes delivered pursuant to Section 2.09(e).

" Loan Parties" means the Company, the US Borrower and the Subsidiary Guarantors.

" Loans" means the loans made by the Lenders to the US Borrower pursuant to this Agreement.

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

" Majority in Interest," when used in reference to Lenders of any Class, means, at any time, in the case of the Lenders of any Class, Lenders holding outstanding Term Loans of such Class representing more than 50.0% of all Term Loans of such Class outstanding at such time, provided that (a) subject to Section 9.02(f), the Term Loans shall be deemed to have voted in respect to such Term Loans in the same proportion as the Lenders that are not Affiliated Lenders (other than Affiliated Debt Funds) voting on such matter for all purposes of making a determination of the Majority in Interest, and (b) whenever there are one or more Defaulting Lenders, the total outstanding Term Loans of each Defaulting Lender, shall be excluded for purposes of making a determination of the Majority in Interest.

" Management Agreement" means a customary management agreement between the Parent and/or certain of its Subsidiaries and the Sponsors in form and substance reasonably satisfactory to the Administrative Agent.

" Management Investors" means the directors, officers, employees and independent contractors of any Parent Company, the Company or any Subsidiary thereof who are direct or indirect investors in the Company.

" Material Adverse Effect" means a material adverse effect on (i) the business, assets, financial condition or results of operations, in each case, of the Apex Group, taken as a whole, and, where applicable, Holdings (ii) the rights and remedies (taken as a whole) of the Administrative Agent under the Loan Documents or (iii) the ability of the Loan Parties (taken as a whole) to perform their payment obligations under the applicable Loan Documents.

" Material Indebtedness" means Indebtedness (other than the Loan Document Obligations), or obligations in respect of one or more Swap Agreements, of any one or more of the Company and the Restricted Subsidiaries in an aggregate principal amount exceeding the greater of $55.0 million and 20.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time. For purposes of determining Material Indebtedness, the " principal amount" of the obligations in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that Holdings, the Company or such Restricted Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

" Material Intellectual Property" means any IP Rights that are material to the operation of the business of the Company and the Restricted Subsidiaries, taken as a whole.

" Material Subsidiary" means each Wholly Owned Restricted Subsidiary that, as of the last day of the fiscal quarter of the Company most recently ended, had revenues or Consolidated Total Assets for such quarter in excess of 10.0% of the consolidated revenues or Consolidated Total Assets, as applicable, of the Apex Group for such quarter; provided that in the event that the Immaterial Subsidiaries, taken together, had as of the last day of the fiscal quarter of the Company most recently ended revenues or Consolidated Total Assets in excess of 10.0% of the consolidated revenues or Consolidated Total Assets, as applicable, of the Apex Group for such quarter, the Company shall designate one or more Immaterial Subsidiaries to be a Material Subsidiary as may be necessary such that the foregoing 10.0% limit shall not be exceeded, and any such Subsidiary shall thereafter be deemed to be a Material Subsidiary hereunder; provided, further, that the Company may re-designate Material Subsidiaries as Immaterial Subsidiaries so long as the Company is in compliance with the foregoing.

" Maximum Rate" has the meaning assigned to such term in Section 9.17.

" MFN Adjustment" has the meaning assigned to such term in Section 2.20(b).

" MFN Adjustment Excluded Indebtedness" means Incremental Term Loans or Incremental Equivalent Debt that (a) are (i) secured by a Lien on the Collateral that ranks junior (or is otherwise subordinated) to the Liens on the Collateral securing the Loans or (ii) unsecured (or secured by assets not constituting Collateral), (b) are customary bridge loans, (c) are incurred in reliance on clause (a) or clause (b) of the definition of the term " Incremental Cap", (d) are incurred in connection with a Permitted Acquisition or similar Investment, (e) mature at least 180 days after the Latest Maturity Date or (f) are, in the case of any individual Incremental Term Facility, issuance of Incremental Equivalent Debt or Incremental Term Increase, in an aggregate principal amount not in excess of the greater of $275.0 million and 100.0% of Consolidated EBITDAR calculated on a Pro Forma basis for the most recently ended Test Period as of such time.

" Moody' s" means Moody' s Investors Service, Inc. and any successor to its rating agency business.

" Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

" Net Proceeds" means, with respect to any event, (a) the proceeds received in respect of such event in cash or Permitted Investments, including (i) any cash or Permitted Investments received in respect of any non-cash proceeds (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment or earn-out, but excluding any interest payments), but only as and when received, (ii) in the case of a casualty, insurance proceeds that are actually received, and (iii) in the case of a condemnation or similar event, condemnation awards and similar payments that are actually received, minus (b) the sum of (i) all fees and out-of-pocket expenses paid by the Company or any Restricted Subsidiary in connection with such event (including attorneys' fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, underwriting discounts and commissions, original issue discount, upfront fees, arrangement or commitment fees, other customary expenses and brokerage, consultant, accountant and other customary fees), (ii) in the case of a sale, transfer or other disposition of an asset (including pursuant to a sale and leaseback transaction, by way of merger or consolidation, or a casualty or a taking, condemnation or similar proceeding), (x) the amount of all payments that are not prohibited hereunder and are made by the Company or any Restricted

Subsidiary as a result of such event to repay Indebtedness (other than the Loans) secured by such asset (other than the Loans and Indebtedness secured on a pari passu or junior basis to the Loan Document Obligations) or otherwise subject to mandatory prepayment as a result of such event, (y) the pro rata portion of such proceeds thereof (calculated without regard to this clause (y)) attributable to minority interests and not available for distribution to or for the account of the Company or such Restricted Subsidiary as a result thereof and (z) the amount of any liabilities directly associated with such asset and retained by the Company or any Restricted Subsidiary and (iii) the amount of all taxes paid (or reasonably estimated to be payable), and the amount of any reserves established by the Company or any Restricted Subsidiary to fund contingent liabilities reasonably estimated to be payable, that are directly attributable to such event, including, for the avoidance of doubt, any incremental income taxes that will be payable as a result of such event, including pursuant to tax sharing arrangements or any tax distributions.

" Non-Cash Charges" means (a) any non-cash impairment charge or asset write-off, write-down or reserve related to tangible or intangible assets (including goodwill), long-lived assets, and Investments in debt and equity securities pursuant to IFRS (other than in connection with a write-off, write-down or reserve with respect to accounts receivable in the ordinary course of business or inventory), (b) all non-cash losses from Investments recorded using the equity method, (c) all Non-Cash Compensation Expenses, (d) the non-cash impact of acquisition method accounting, (e) depreciation and amortization (including amortization of deferred financing fees or costs) (other than any non-cash charge representing amortization of a prepaid cash item that was paid and not expensed in a prior period), (f) non-cash charges or losses related to member acquisition cost amortization and (g) other non-cash charges (provided, in each case if any non-cash charges represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDAR to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period).

" Non-Cash Compensation Expense" means any non-cash expenses and costs that result from the issuance of stock-based awards, partnership interest-based awards and similar incentive based compensation awards or arrangements.

" Non-Consenting Lender" has the meaning assigned to such term in Section 9.02(c).

" Non-Loan Party Debt Amount" means, at any time, the greater of $132.0 million and 48.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time (less the aggregate amount of Indebtedness incurred under such amount prior to such time and then outstanding pursuant to Section 6.01(vii), 6.01(xviii), 6.01(xx), 6.01(xxiv)(A) or 6.01(xxiv)(B)).

" Non-Loan Party Investment Amount" means, at any time, the greater of $132.0 million and 48.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time (less the aggregate amount of Investments or Dispositions made using such amount prior to such time and then outstanding pursuant to Section 6.04(c) or 6.05(o)(z)(ii)).

" Non-US Lender" means a Lender that is not a " United States person" as defined in Section 7701(a)(30) of the Code.

" Non-Wholly Owned Subsidiary" of any Person means any Subsidiary of such Person other than a Wholly Owned Subsidiary.

" Not Otherwise Applied" means (a) with reference to any amount of Net Proceeds of any transaction or event or of Excess Cash Flow, that was not required to be applied to prepay the Loans pursuant to Section 2.11(c) or (d) (or similar provision of the First Lien Credit Agreement), and (b) with reference to the Available Amount or the Available Equity Amount, as applicable, that was not previously applied pursuant to Section 6.01(xxiv), Section 6.04(m), Section 6.07(a)(vii), Section 6.07(b)(iv), or Section 7.02(a).

" OFAC" means the U.S. Department of Treasury's Office of Foreign Assets Control.

" Offered Amount" has the meaning assigned to such term in Section 2.11(a)(ii)(D).

" Offered Discount" has the meaning assigned to such term in Section 2.11(a)(ii)(D).

" Organizational Documents" means, with respect to any Person, the charter, constitutional documents, articles or certificate of organization or incorporation (or equivalent thereof) and bylaws or other organizational or governing documents of such Person or equivalent or comparable constitutive documents with respect to any non-US jurisdiction.

" Other Net Finance Costs" means, with respect to any period, the following costs (or gains) of the Company and the Restricted Subsidiaries for such period determined on a consolidated basis in accordance with IFRS (and without duplication of amounts included in Consolidated Interest Expense): amortization of fair value adjustments to borrowings, interest in respect of post-employment scheme liabilities, fair value losses on financial instruments, and any other " net finance cost" appearing on the consolidated financial statements of the US Borrower and not otherwise included in the determination for such period of Consolidated Interest Expense, excluding any interest expense in respect of any Indebtedness that is convertible into Qualified Equity Interests or cash in lieu thereof, in excess of the cash interest on such Indebtedness.

" Other Rate Early Opt-in" means the Administrative Agent and the US Borrower have elected to replace LIBOR with a Benchmark Replacement other than a SOFR-based rate pursuant to (1) an Early Opt-in Election and (2) Section 2.14(c)(ii) and paragraph (2) of the definition of " Benchmark Replacement".

" Other Taxes" means all present or future recording, filing, stamp, court, documentary, intangible, or similar Taxes arising from any payment made under any Loan Document, or from the execution, delivery, performance, registration or enforcement 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 imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19) as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than a connection arising from such Recipient having executed, delivered or become a party to, performed its obligations or received payments under, received or perfected a security interest under, sold or assigned an interest in, engaged in any other transaction pursuant to, any Loan or Loan Document).

" Other Term Commitments" means one or more Classes of term loan commitments hereunder that result from a Refinancing Amendment.

" Other Term Loans" means one or more Classes of Term Loans that result from a Refinancing Amendment.

" Parent" means Apex Group Ltd., an exempted company limited by shares incorporated under the laws of Bermuda and the direct parent of Holdings.

" Parent Company" means (a) Parent, (b) Holdings and (c) any other Person of which the Company is a direct or indirect Subsidiary.

" Pari Passu Intercreditor Agreement" means an intercreditor agreement in form and substance reasonably satisfactory to the Administrative Agent and the US Borrower, and which the Administrative Agent is authorized to enter into.

" Participant" has the meaning assigned to such term in Section 9.04(c)(i).

" Participant Register" has the meaning assigned to such term in Section 9.04(c)(ii).

" Participating Lender" has the meaning assigned to such term in Section 2.11(a)(ii)(C)(1).

" Participating Member State" means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

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

" PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

" Pending Investment Closing Date" means the date on which the pending investment by TA Associates in the equity of the Parent is consummated, resulting in TA Associates becoming a shareholder of the Parent.

" Pensions Act 2004" means the Pensions Act 2004.

" Perfection Certificate" means a certificate substantially in the form of Exhibit C.

" Permitted Acquisition" means (a) each Specified Acquisition and (b) the purchase or other acquisition, by merger, consolidation or otherwise, by any member of the Apex Group of a majority (subject to the proviso below) of the Equity Interests in any Person (including any Investment which serves to increase the ownership by any member of the Apex Group in any Person in which it previously made an Investment such that, after giving effect to such Investment, a majority of the Equity Interests of such Person are owned by any member of the Apex Group), or all or substantially all the assets of (or all or substantially all the assets constituting a business unit, division, product line or line of business of) any Person; provided that, in the case of this clause (b), (i) subject to Section 1.06 in the case of any Limited Condition Transaction, no Specified Event of Default is occurring or continuing at the time of consummation thereof after giving Pro Forma Effect thereto, (ii) the business of such Person, or such assets, as the case may be, constitute a business permitted by Section 6.03(b) and (iii) if and to the extent applicable, the US Borrower shall comply with Section 5.11 with respect to such Person; provided, that, notwithstanding the foregoing, any member of the Apex Group may make Permitted Acquisitions in which they purchase or otherwise acquire, by merger, consolidation or otherwise, less than a majority of the Equity Interests in any Person (including any Investment which serves to increase the ownership by any member of the Apex Group in any Person in which it previously made an Investment), so long as the aggregate amount of consideration paid or provided by the Apex Group after the Effective Date in

reliance on this proviso shall not exceed the greater of $55.0 million and 20.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time.

" Permitted Encumbrances" means:

(a) Liens for Taxes that are not overdue for a period of more than 30 days or that are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with IFRS;

(b) Liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's, repairmen's or construction contractors' Liens and other similar Liens arising in the ordinary course of business that secure amounts not overdue for a period of more than 60 days or, if more than 60 days overdue, are unfiled and no other action has been taken to enforce such Lien or that are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with IFRS, in each case so long as such Liens do not individually or in the aggregate have a Material Adverse Effect;

(c) Liens incurred or deposits made in the ordinary course of business (i) in connection with workers' compensation, unemployment insurance and other social security legislation and (ii) securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to any member of the Apex Group;

(d) Liens incurred or deposits made to secure the performance of bids, trade contracts, governmental contracts and leases, statutory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature (including those to secure health, safety and environmental obligations) incurred in the ordinary course of business;

(e) easements, rights-of-way, restrictions, encroachments, protrusions, zoning restrictions and other similar non-monetary encumbrances and minor title defects affecting real property that, in each case, in the aggregate, do not materially detract from the value of the affected property or interfere with the ordinary conduct of the business of any member of the Apex Group, taken as a whole;

(f) Liens securing, or otherwise arising from, judgments not constituting an Event of Default under Section 7.01(j);

(g) Liens on goods the purchase price of which is financed by a documentary letter of credit issued for the account of the Company or any of the Subsidiaries; provided that such Lien secures only the obligations of the Company or such Subsidiary in respect of such letter of credit to the extent such obligations are permitted by Section 6.01; and

(h) Liens arising from precautionary UCC financing statements or similar filings made in respect of operating leases entered into by the Company or any of the Subsidiaries;

provided that the term " Permitted Encumbrances" shall not include any Lien securing Indebtedness for borrowed money.

" Permitted Equity" means Equity Interests in the form of common Equity Interests, qualified preferred Equity Interests (on customary terms) or other Equity Interests; provided that any Equity Interests other than common Equity Interests are on terms reasonably satisfactory to the Administrative Agent.

" Permitted First Priority Debt" means (a) the First Lien Facilities, (b) any First Lien Incremental Equivalent Debt and (c) any First Lien Ratio Debt, in each case of clauses (a) and (b), permitted to be incurred pursuant to the terms of the First Lien Credit Agreement as in effect on the Effective Date and, in each case of clauses (a), (b) and (c), any Permitted Refinancing of any of the foregoing.

" Permitted Investments" means any of the following, to the extent owned by any member of the Apex Group:

(a) Dollars, Euro or such other currencies held by it from time to time in the ordinary course of business;

(b) readily marketable obligations issued or directly and fully guaranteed or insured by the government or any agency or instrumentality of the United States having average maturities of not more than 12 months from the date of acquisition thereof; provided that the full faith and credit of the United States is pledged in support thereof;

(c) time deposits with, or insured certificates of deposit or bankers' acceptances of, any commercial bank that (i) is a Lender or (ii) has combined capital and surplus of at least $250.0 million (any such bank in the foregoing clause (i) or (ii) being an " Approved Bank"), in each case with average maturities of not more than 12 months from the date of acquisition thereof;

(d) commercial paper and variable or fixed rate notes issued by an Approved Bank (or by the parent company thereof) or any variable or fixed rate note issued by, or guaranteed by, a corporation rated A-2 (or the equivalent thereof) or better by S&P or P-2 (or the equivalent thereof) or better by Moody's, in each case with average maturities of not more than 12 months from the date of acquisition thereof;

(e) repurchase agreements entered into by any Person with an Approved Bank, a bank or trust company (including any of the Lenders) or recognized securities dealer, in each case, having capital and surplus in excess of $250.0 million for direct obligations issued by or fully guaranteed or insured by the government or any agency or instrumentality of the United States in which such Person shall have a perfected first priority security interest (subject to no other Liens) or title to which shall have been transferred to such Person and having, on the date of purchase thereof, a fair market value of at least 100% of the amount of the repurchase obligations;

(f) marketable short-term money market and similar highly liquid funds either (i) having assets in excess of $250.0 million or (ii) having a rating of at least A-2 or P-2 from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized rating service);

(g) securities with average maturities of 12 months or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United

States, by any political subdivision or taxing authority of any such state, commonwealth or territory having an investment grade rating from either S&P or Moody's (or the equivalent thereof);

(h) investments with average maturities of 12 months or less from the date of acquisition in mutual funds rated AAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody's;

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

(j) investments, classified in accordance with IFRS as current assets of the Company or any Subsidiary, in money market investment programs that are registered under the Investment Company Act or that are administered by financial institutions having capital of at least $250.0 million, and, in either case, the portfolios of which are limited such that substantially all of such investments are of the character, quality and maturity described in clauses (a) through (i) of this definition;

(k) with respect to any Subsidiary: (i) obligations of the national government of the country in which such Subsidiary maintains its chief executive office and principal place of business; provided such country is a member of the Organization for Economic Cooperation and Development, in each case maturing within one year after the date of investment therein, (ii) certificates of deposit of, bankers acceptances of, or time deposits with, any commercial bank which is organized or incorporated and existing under the laws of the country in which such Subsidiary maintains its chief executive office and principal place of business; provided such country is a member of the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least " A-2" or the equivalent thereof or from Moody's is at least " P-2" or the equivalent thereof, and in each case with maturities of not more than 24 months from the date of acquisition and (iii) the equivalent of demand deposit accounts which are maintained with a bank described in clause (ii) of this clause (k);

(l) interest bearing instruments with a maximum maturity of 180 days in respect of which the obligor is a G8 government or other G8 governmental agency or a G8 financial institution with credit ratings from S&P of at least " A-2" or the equivalent thereof or from Moody's of at least " P-2" or the equivalent thereof; and

(m) investment funds investing at least 90% of their assets in securities of the types described in clauses (a) through (l) above.

" Permitted Refinancing" means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person; provided that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended except by an amount equal to unpaid accrued interest and premium thereon plus other amounts paid, and fees and expenses incurred, in connection with such modification, refinancing, refunding, renewal or extension and by an amount equal to any existing commitments unutilized thereunder, (b) other than with respect to a Permitted Refinancing in respect of Indebtedness permitted pursuant to Section 6.01(v),

Indebtedness resulting from such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) if the Indebtedness being modified, refinanced, refunded, renewed or extended is subordinated in right of payment to the Loan Document Obligations, the Indebtedness resulting from such modification, refinancing, refunding, renewal or extension is subordinated in right of payment to the Loan Document Obligations on terms not materially less favorable to the Lenders, taken as a whole, as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, renewed or extended, and (d) if the Indebtedness being modified, refinanced, refunded, renewed or extended is permitted pursuant to Section 6.01(i), Section 6.01(xviii) or Section 6.01(xxiii), (i) the terms and conditions (including, if applicable, as to collateral but excluding (except as provided in the preceding clause (c)) as to subordination, interest rate (including whether such interest is payable in cash or in kind) and redemption premium) of the Indebtedness resulting from such modification, refinancing, refunding, renewal or extension are not, taken as a whole, materially less favorable to the Loan Parties than the terms and conditions of the Indebtedness being modified, refinanced, refunded, renewed or extended (except for covenants or other provisions applicable exclusively to periods commencing after the Latest Maturity Date as of the date of incurrence of such Indebtedness); provided that (i) a certificate of a Responsible Officer delivered to the Administrative Agent (for distribution to the Lenders) at least five Business Days prior to such modification, refinancing, refunding, renewal or extension (or such shorter period agreed to by the Administrative Agent), together with a reasonably detailed description of the material terms and conditions of such resulting Indebtedness or drafts of the documentation relating thereto, stating that the US Borrower have determined in good faith that such terms and conditions are not, taken as a whole, materially less favorable shall satisfy the requirements in this clause (i), and (ii) the primary obligor in respect of, and the Persons (if any) that Guarantee, Indebtedness resulting from such modification, refinancing, refunding, renewal or extension are the primary obligor in respect of, and Persons (if any) that Guaranteed, respectively, the Indebtedness being modified, refinanced, refunded, renewed or extended. For the avoidance of doubt, it is understood that a Permitted Refinancing may constitute a portion of an issuance of Indebtedness in excess of the amount of such Permitted Refinancing; provided that such excess amount is otherwise permitted to be incurred under Section 6.01.

" Permitted Second Priority Refinancing Debt" means any secured Indebtedness incurred by the US Borrower or any other Loan Party in the form of one or more series of second lien secured notes or loans; provided that (a) such Indebtedness is secured by the Collateral on an equal priority basis (but without regard to the control of remedies) with the Loan Document Obligations, (b) such Indebtedness constitutes Credit Agreement Refinancing Indebtedness in respect of Term Loans (including portions of Classes of Term Loans or Other Term Loans) and (c) such Indebtedness may provide for the ability to participate on a pro rata basis or less than pro rata basis in any voluntary and/or mandatory prepayments of the Term Loans, but shall not be on a greater than pro rata basis except in connection with a prepayment as a part of a Permitted Refinancing. Permitted Second Priority Refinancing Debt will include any Registered Equivalent Notes issued in exchange therefor.

" Permitted Unsecured Refinancing Debt" means unsecured Indebtedness incurred by the US Borrower or any other Loan Party in the form of one or more series of senior unsecured notes or loans; provided that such Indebtedness constitutes Credit Agreement Refinancing Indebtedness in respect of Term Loans (including portions of Classes of Term Loans or Other Term Loans). Permitted Unsecured Refinancing Debt will include any Registered Equivalent Notes issued in exchange therefor.

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

" Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Company, any Restricted Subsidiary or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an " employer" as defined in Section 3(5) of ERISA.

" Pledge Agreement (US Borrower)" means that certain Second Lien Pledge Agreement entered into by the Irish Borrower and the Collateral Agent, substantially in the form of Exhibit Q.

" Pledge Agreement (U.S. Subsidiary)" means that certain Second Lien Pledge Agreement entered into by Apex US Holdings Ltd, a limited company incorporated in England and Wales at 140 London Wall, 6th Floor, London, England, EC2Y 5DN with company registration number 09111640, as the pledgor, and the Collateral Agent, substantially in the form of Exhibit R.

" Pledge Agreements" means the Pledge Agreement (US Borrower) and the Pledge Agreement (U.S. Subsidiary).

" Post-Transaction Period" means, with respect to any Specified Transaction, the period beginning on the date such Specified Transaction is consummated and ending on the date that is the last day of the applicable Test Period that occurs immediately after the two-year anniversary of the consummation of such Specified Transaction.

" Prepayment Event" means:

(a) any sale, transfer or other disposition (excluding sales or dispositions of inventory in the ordinary course of business) (including (x) pursuant to a sale and leaseback transaction, (y) by way of merger or consolidation and (z) any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding) of any property or asset of the Company or any Restricted Subsidiary permitted by Section 6.05(k) or Section 6.05(o)(B) or any Casualty Event, other than dispositions or Casualty Events resulting in aggregate Net Proceeds not exceeding the greater of $18.0 million and 6.0% of Consolidated EBITDAR for the most recently ended Test Period as of such time in the case of any single transaction or series of related transactions; or

(b) the incurrence by the Company or any Restricted Subsidiary of any Indebtedness, other than Indebtedness permitted under Section 6.01 (other than Permitted Second Priority Refinancing Debt and Permitted Unsecured Refinancing Debt, which shall only constitute a Prepayment Event to the extent required to pay Loans by the definition of the term " Credit Agreement Refinancing Indebtedness") or permitted by the Required Lenders pursuant to Section 9.02.

" Prepayment Event Percentage" means, with respect to any prepayment required by Section 2.11(c) with respect to any Net Proceeds received by or on behalf of the Company or any Restricted Subsidiary in respect of (i) any event described in clause (a) of the definition of the term " Prepayment Event," if the Secured Net Leverage Ratio (calculated on the date on which such Net Proceeds are received by or on behalf of the Company or any Restricted Subsidiary) is (a) greater than 6.00:1.00, 100.0% of such Net Proceeds, (b) greater than 5.50:1.00 but less than or equal to 6.00:1.00, 50.0% of such Net Proceeds and (c) less than or equal to 5.50:1.00, 0% of such Net Proceeds, or (ii) any event described in clause (b) of the definition of the term " Prepayment Event," 100.0% of such Net Proceeds.

" Pro Forma Adjustment" means, for any Test Period that includes all or any part of a fiscal quarter included in any Post-Transaction Period with respect to the Acquired EBITDAR of the applicable Pro Forma Entity or Consolidated EBITDAR, the *pro forma* increase or decrease in such Acquired EBITDAR or such Consolidated EBITDAR, as the case may be, projected by the US Borrower in good faith as a result of actions taken or committed to be taken prior to or during such Post-Transaction Period, for the purposes of realizing cost savings, operating expense reductions, other operating improvements and synergies; provided that (A) so long as such actions are taken prior to or during such Post-Transaction Period it may be assumed, for purposes of projecting such *pro forma* increase or decrease to such Acquired EBITDAR or such Consolidated EBITDAR, as the case may be, that such cost savings will be realizable during the entirety of such Test Period, (B) any Pro Forma Adjustment to Consolidated EBITDAR shall be certified by a Financial Officer and (C) any such *pro forma* increase or decrease to such Acquired EBITDAR or such Consolidated EBITDAR, as the case may be, shall be without duplication for cost savings or additional costs already included in such Acquired EBITDAR or such Consolidated EBITDAR, as the case may be, for such Test Period.

" Pro Forma Basis," " Pro Forma Compliance" and " Pro Forma Effect" means, with respect to compliance with any test, financial ratio or covenant hereunder required by the terms of this Agreement to be made on a Pro Forma Basis, showing Pro Forma Compliance or giving Pro Forma Effect thereto (including the calculation of Consolidated EBITDAR, Secured Net Leverage Ratio, Total Net Leverage Ratio and Fixed Charge Coverage Ratio, but excluding the calculation of Excess Cash Flow), that (a) to the extent applicable, the Pro Forma Adjustment shall have been made and (b) all Specified Transactions and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable period of measurement in such test, financial ratio or covenant: (i) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, (A) in the case of a Disposition of all or substantially all Equity Interests in any subsidiary of Holdings or any division, product line, or facility used for operations of the Company or any of the Subsidiaries, shall be excluded and (B) in the case of a Permitted Acquisition or Investment described in the definition of the term " Specified Transaction," shall be included, (ii) any retirement of Indebtedness, and (iii) subject to Section 1.07(b), any Indebtedness incurred or assumed by the Company or any Subsidiary in connection therewith; provided that, without limiting the application of the Pro Forma Adjustment pursuant to clause (a) above, the foregoing *pro forma* adjustments may be applied to any such test or covenant solely to the extent that such adjustments are consistent with the definition of Consolidated EBITDAR and give effect to cost savings, operating expense reductions, other operating improvements and synergies that are consistent with the definition of Pro Forma Adjustment.

" Pro Forma Disposal Adjustment" means, for any Test Period that includes all or a portion of a fiscal quarter included in any Post-Transaction Period with respect to any Sold Entity or Business, the *pro forma* increase or decrease in Consolidated EBITDAR projected by the US Borrower in good faith as a result of contractual arrangements between Holdings, the Company or any Restricted Subsidiary entered into with such Sold Entity or Business at the time of its disposal or within the Post-Transaction Period and which represent an increase or decrease in Consolidated EBITDAR which is incremental to the Disposed EBITDAR of such Sold Entity or Business for the most recent four quarter period prior to its disposal.

" Pro Forma Entity" has the meaning assigned to such term in the definition of the term " Acquired EBITDAR."

" Pro Forma Financial Statements" has the meaning assigned to such term in Section 3.04(b).

" Proposed Change" has the meaning assigned to such term in Section 9.02(c).

" 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-Sider" means a Lender whose representatives may trade in securities of the Company or its Controlling person or any of its Subsidiaries while in possession of the financial statements provided by the Company under the terms of this Agreement.

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

" QFC Credit Support" has the meaning assigned to it in Section 9.19.

" QofE Report" means that certain Quality of Earnings Report dated June 28, 2021.

" Qualified Equity Interests" means Equity Interests of any Parent Company or the Company other than Disqualified Equity Interests.

" Qualified Securitization Transaction" means any Securitization Transaction of a Securitization Entity that meets the following conditions:

(a) the US Borrower shall have determined in good faith that such Qualified Securitization Transaction (including financing terms, covenants, termination events or other provisions) is in the aggregate economically fair and reasonable to the applicable Company or the applicable Restricted Subsidiary and the Securitization Entity;

(b) all sales of accounts receivable and related assets to the Securitization Entity are made at fair market value (as determined in good faith by the US Borrower) and may include Standard Securitization Undertakings; and

(c) the financing terms, covenants, termination events and other provisions thereof shall be market terms (as determined in good faith by the US Borrower) and may include Standard Securitization Undertakings.

Notwithstanding anything to the contrary, the grant of a security interest in any accounts receivable of the Company or any Restricted Subsidiary (other than a Securitization Entity) to secure Indebtedness or other obligations under this Agreement or the First Lien Credit Agreement shall not be deemed a Qualified Securitization Transaction.

" Qualifying Lender" has the meaning assigned to such term in Section 2.11(a)(ii)(D)(2).

" Ratio Debt" has the meaning assigned to such term in Section 6.01(xviii).

" Recipient" means (a) the Administrative Agent and (b) any Lender, as applicable.

" Refinanced Debt" has the meaning assigned to such term in the definition of the term " Credit Agreement Refinancing Indebtedness."

" Refinancing Amendment" means an amendment to this Agreement in form and substance reasonably satisfactory to the Administrative Agent and the US Borrower executed by each of (a) the Loan Parties and Holdings, (b) the Administrative Agent and (c) each Additional Lender and

Lender that agrees to provide any portion of the Credit Agreement Refinancing Indebtedness being incurred pursuant thereto, in accordance with Section 2.21.

" Refinancing Notes" has the meaning assigned to such term in the definition of the term " Credit Agreement Refinancing Indebtedness." " Register" has the meaning assigned to such term in Section 9.04(b)(iv).

" Registered Equivalent Notes" means, with respect to any notes originally issued in a Rule 144A or other private placement transaction under the Securities Act, substantially identical notes (having the same Guarantees) issued in a dollar-for-dollar exchange therefor pursuant to an exchange offer registered with the SEC.

" Related Parties" means, with respect to any specified Person, such Person's Affiliates and the partners, members, directors, officers, employees, trustees, agents, controlling persons, advisors and other representatives of such Person and of each of such Person's Affiliates and permitted successors and assigns.

" Release" means any release, spill, emission, leaking, dumping, injection, emptying, pumping, escaping, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment (including ambient air, indoor air, surface water, groundwater, land surface or subsurface strata) and including the environment within any building, or any occupied structure, facility or fixture.

" Relevant Governmental Body" means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

" Repayment" has the meaning assigned to such term in Section 6.07(b).

" Required Additional Debt Terms" means with respect to any Indebtedness: (a)(i) such Indebtedness shall not mature earlier than (A) to the extent such Indebtedness is secured by a Lien on the Collateral that ranks *pari passu* with the Lien securing the Secured Obligations, the applicable Latest Maturity Date as of the date of incurrence of such Indebtedness, (B) to the extent such Indebtedness is secured by a Lien on the Collateral that ranks senior to the Liens securing the Secured Obligations, the Latest Maturity Date (as defined in the First Lien Credit Agreement) or (C) to the extent such Indebtedness is unsecured, the date that is 91 days after the Latest Maturity Date; provided that this clause (a)(i) shall not apply to any customary bridge facility so long as the long-term Indebtedness into which such customary bridge facility is to be converted satisfies the foregoing limitations; and (ii) such Indebtedness shall not have a shorter Weighted Average Life to Maturity than the applicable remaining Loans; provided that this clause (a)(ii) shall not apply to any customary bridge facility so long as the long-term Indebtedness into which such customary bridge facility is to be converted satisfies the foregoing limitations; (it being understood that the US Borrower and the other Loan Parties shall be permitted to make any AHYDO " catch up" payments, if applicable); (b) such Indebtedness (i) shall rank equal or subordinate in right of payment with the applicable remaining Loans, (ii) if secured, shall only be secured by all or a portion of the Collateral (unless such Indebtedness is specifically permitted to be secured by assets that are not Collateral pursuant to any applicable provision of Section 6.1) that ranks (x) *pari passu* with the Lien securing the First Lien Facilities or (y) *pari passu* with or junior (or is otherwise subordinated) to the Liens on the Collateral securing the applicable remaining Loans and (iii) may not be Guaranteed by any entity that is not a Loan Party (unless such person shall substantially concurrently become a Loan Party hereunder pursuant to Section 5.11); (c) if secured, the collateral

agent, the administrative agent or, if applicable other Senior Representative acting on behalf of the holders of such Indebtedness, shall be or shall have become party to the Intercreditor Agreement, a Pari Passu Intercreditor Agreement and/or an intercreditor or subordination agreement reasonably satisfactory to the Administrative Agent and the US Borrower; (d) except with respect to matters contemplated by clause (a) above, any such Indebtedness shall be on terms and pursuant to documentation as agreed to by the US Borrower and the lenders providing such Indebtedness and (y) the terms and documentation governing such Indebtedness shall be no more favorable to the lenders providing such Indebtedness, in their capacities as such, taken as a whole, than the applicable remaining Loans, as determined in good faith by the US Borrower, unless (A) such terms are on market terms at the time of establishment of such Indebtedness, as determined in good faith by the US Borrower, (B) such terms are reasonably acceptable to the Administrative Agent or (C) such terms are (1) to the extent more favorable to such lenders than the terms hereunder, added for the benefit of the Lenders under the Loan Documents (but excluding any terms applicable after the applicable Latest Maturity Date as of the date of incurrence of such Indebtedness), in which case no consent shall be required from the Administrative Agent or any of the Lenders, or (2) only applicable after the applicable Latest Maturity Date as of the date of incurrence of such Indebtedness; (e) other than any term loans secured by a Lien on the Collateral that ranks *pari passu* with the Lien securing the Secured Obligations (which pari passu secured term loans will be subject to the MFN Adjustment solely to the extent the MFN Adjustment would be applicable thereto were such Indebtedness an Incremental Facility), such Indebtedness shall not be subject to the MFN Adjustment; and (f) such Indebtedness may provide for the ability to participate on a pro rata basis or less than pro rata basis in any voluntary and/or mandatory prepayments of the Term Loans, but shall not be on a greater than pro rata basis; provided that any such Indebtedness that is unsecured or secured by a Lien ranking junior to the Liens securing the Loan Document Obligations shall not share in any voluntary and/or mandatory prepayments of the Term Loans.

" Required Class Lenders" means, with respect to any Class of Term Loans of Commitments, the " Required Lenders" but, for this purpose, calculated assuming no other Class of Commitments or Term Loans was then outstanding.

" Required Lenders" means, at any time, Lenders having outstanding Term Loans and unused Commitments representing more than 50.0% of the outstanding Term Loans and unused Commitments at such time; provided that to the extent set forth in Section 9.02 or Section 9.04, (a) subject to Section 9.02(f), the total Term Loans of Affiliated Lenders (other than Affiliated Debt Funds) thereof shall be deemed to have voted in respect to such Term Loans in the same proportion as the Lenders that are not Affiliated Lenders (other than Affiliated Debt Funds) voting on such matter for all purposes of calculating Required Lenders and (b) whenever there are one or more Defaulting Lenders, the total outstanding Term Loans of each Defaulting Lender shall, in each case described in clauses (a) and (b), be excluded for purposes of making a determination of Required Lenders.

" Requirements of Law" means, with respect to any Person, any statutes, laws, treaties, rules, regulations, orders, decrees, writs, injunctions or determinations of any arbitrator or court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

" Rescindable Amount" has the meaning set forth in Section 2.06(b).

" Resignation Effective Date" has the meaning assigned to such term in Section 8.06.

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

" Responsible Officer" means the chief executive officer, president, vice president, chief financial officer, treasurer or assistant treasurer, assistant secretary or secretary, company secretary or other similar officer, manager or a director of a Loan Party and with respect to certain limited liability companies or partnerships that do not have officers, any manager, sole member, managing member or general partner thereof, and as to any document delivered on the Effective Date or thereafter pursuant to paragraph (a)(i) of the definition of the term " Collateral and Guarantee Requirement," any secretary or assistant secretary of a Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

" Restricted Cash" has the meaning assigned to such term in Section 2.11(g).

" Restricted Junior Financing" has the meaning assigned to such term in Section 6.07(b).

" Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Company or any Restricted 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 in the Company or any Restricted Subsidiary or any option, warrant or other right to acquire any such Equity Interests in the Company or any Restricted Subsidiary.

" Restricted Subsidiary" means any Subsidiary other than an Unrestricted Subsidiary; for the avoidance of doubt, the US Borrower is a Restricted Subsidiary of the Company.

" Retained Declined Proceeds" has the meaning assigned to such term in Section 2.11(e).

" Retained Excess Cash Flow Amount", means, at any date of determination, an amount, not less than zero and determined on a cumulative basis, that is equal to the aggregate cumulative sum of the Excess Cash Flow that is not required to be applied as a mandatory prepayment under Section 2.11(d) for all Excess Cash Flow Periods ending after the Effective Date and prior to such date.

" S&P" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and any successor to its rating agency business.

" Sanctioned Jurisdiction" means any country or territory that is the subject of comprehensive Sanctions (including and as of the Effective Date, Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine).

" Sanctioned Person" means any individual or entity (a) identified on a Sanctions List, (b) organized, incorporated, domiciled or resident in a Sanctioned Jurisdiction, (c) owned or controlled by, or acting on behalf or for the benefit of, directly or indirectly, any individual or entity described in the foregoing clause (a) or (b) or (d) otherwise the subject or target of any Sanctions.

" Sanctions" means any economic or financial sanctions or trade embargoes administered, imposed or enforced by (a) the U.S. (including OFAC and the U.S. Department of State), (b) the United Nations Security Council, (c) the European Union or any European Union member state, (d) the United Kingdom (including Her Majesty's Treasury) or (e) any other relevant national sanctions authority of any jurisdiction or supra-national sanctions authority, in each case applicable to the Company or any

Restricted Subsidiary by virtue of such Person being organized, incorporated or operating in such jurisdiction (or such jurisdiction subject to such supra-national authority).

" Sanctions List" means any list of designated individuals or entities that are the subject of Sanctions, including (a) the Specially Designated Nationals and Blocked Persons List maintained by OFAC, (b) the Consolidated United Nations Security Council Sanctions List, (c) the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Union and (d) the Consolidated List of Financial Sanctions Targets in the UK maintained by Her Majesty' s Treasury of the United Kingdom.

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

" Secured Net Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Secured Debt as of such date to (b) Consolidated EBITDAR for the most recently ended Test Period of the Company and its Restricted Subsidiaries for the most recently ended Test Period.

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

" Secured Parties" means (a) each Lender, (b) the Administrative Agent, (c) the Collateral Agent, (d) [reserved], (e) each Person to whom any Secured Cash Management Obligations are owed, (f) each counterparty to any Swap Agreement the obligations under which constitute Secured Swap Obligations, (g) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (h) the successors and permitted assigns of each of the foregoing.

" Secured Swap Obligations" means all obligations of the Company and its Restricted Subsidiaries under each Swap Agreement that (a) is with a counterparty that is the Administrative Agent or any of its Affiliates, (b) is in effect on the Effective Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Effective Date or (c) is entered into after the Effective Date with any counterparty that is a Lender or an Affiliate of a Lender at the time such Swap Agreement is entered into (excluding, with respect to any Loan Party, Excluded Swap Obligations of such Loan Party).

" Securities Act" means the Securities Act of 1933 and the rules and regulations of the SEC promulgated thereunder.

" Securitization Entity" means a Wholly Owned Restricted Subsidiary of the Company (or another Person formed for the purposes of engaging in a Qualified Securitization Transaction in which the Company or any Restricted Subsidiary makes an Investment and to which the Company or any Restricted Subsidiary transfers accounts receivable and related assets) that is designated by the Company as a Securitization Entity and engages in no activities other than in connection with the financing of accounts receivable of the Company and the Restricted Subsidiaries, all proceeds thereof and all rights (contractual or other), collateral and other assets relating thereto, and any business or activities incidental or related to such business and:

(1) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which (a) is guaranteed the Company or any Restricted Subsidiary (other than the Securitization Entity) (excluding guarantees of obligations (other than the principal of, and interest on, Indebtedness) pursuant to Standard Securitization Undertakings), (b) is recourse to or obligates the Company or any Restricted Subsidiary (other than the Securitization Entity) in any way other than pursuant to Standard Securitization Undertakings or (c) subjects any asset of the Company or any Restricted Subsidiary (other

than the Securitization Entity), directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings;

(2) with which neither the Company nor any Restricted Subsidiary has any material contract, agreement, arrangement or understanding other than on terms not materially less favorable to the Company or such Restricted Subsidiary other than those that might be obtained at the time from Persons that are not Affiliates of the Company (as determined in good faith by the US Borrower); and

(3) to which neither the Company nor any Restricted Subsidiary has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results.

"Securitization Repurchase Obligation" means any obligation of a seller of receivables in a Qualified Securitization Transaction to repurchase receivables arising as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, off-set or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

"Securitization Transaction" means any transaction or series of transactions that may be entered into by the Company, any Restricted Subsidiary or a Securitization Entity pursuant to which the Company, such Restricted Subsidiary or such Securitization Entity may sell, convey or otherwise transfer to, or grant a security interest in for the benefit of, (1) a Securitization Entity, the Company or any Restricted Subsidiary which subsequently transfers to a Securitization Entity (in the case of a transfer by the Company or any Restricted Subsidiary) and (2) any other Person (in the case of transfer by a Securitization Entity), any accounts receivable (whether now existing or arising or acquired in the future) of the Company or any Restricted Subsidiary which arose in the ordinary course of business, and any assets related thereto, including all collateral securing such accounts receivable, all contracts and contract rights and all guarantees or other obligations in respect of such accounts receivable, proceeds of such accounts receivable and other assets (including contract rights) which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving accounts receivable.

"Security Documents" means the Collateral Agreement, the Perfection Certificate, the Foreign Security Documents and each other security agreement or pledge agreement executed and delivered pursuant to the terms hereof or any other Loan Document, including Section 5.11 or Section 5.12, to secure any of the Secured Obligations.

"Security Trust Deed" means an English law security trust deed appointing the Administrative Agent as trustee for the Secured Parties.

"Segregated Acquisition Amount" has the meaning specified in Section 2.24.

"Segregated Acquisition Amount Deposit Account" has the meaning specified in Section 2.24.

"Segregated Acquisition Amount Termination Date" means, as to any Segregated Acquisition Amount, the earliest of (i) the date of the Borrower Representative's election (other than pursuant to Section 2.24(b) or (c)) to return amounts in the applicable Segregated Acquisition Amount Deposit Account to the applicable financing sources, (ii) the earlier of (x) a date specified as the segregated account amount termination date or (y) the maturity date, in either case, as set forth in the relevant documentation evidencing such indebtedness; provided that the Borrower Representative shall

provide notice thereof to the First Lien Agent by 2:00 p.m. New York City time one Business Day in advance of such date (with a copy promptly delivered to the Administrative Agent) and (iii) the date that is nine months after the date on which such Segregated Acquisition Amount was deposited in such Segregated Acquisition Amount Deposit Account.

" Senior Representative" means, with respect to any series of Permitted Second Priority Refinancing Debt, the trustee, administrative agent, collateral agent, security agent or similar agent under the indenture or agreement pursuant to which such Indebtedness is issued, incurred or otherwise obtained, as the case may be, and each of their successors in such capacities.

" Similar Business" means (a) any business conducted by the Company or any Restricted Subsidiary on the Effective Date or (b) any business or other activities that are reasonably similar, ancillary, incidental, complementary or related to (including non-core incidental businesses acquired in connection with any Permitted Investment), or a reasonable extension, development or expansion of, the businesses that the Company and the Restricted Subsidiaries conduct or propose to conduct on the Effective Date.

" SOFR Early Opt-in" means the Administrative Agent and the US Borrower have elected to replace LIBOR pursuant to (1) an Early Opt-in Election and (2) Section 2.14(c)(i) and paragraph (1) of the definition of " Benchmark Replacement".

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

" Solicited Discount Proration" has the meaning assigned to such term in Section 2.11(a)(ii)(D)(2).

" Solicited Discounted Prepayment Amount" has the meaning assigned to such term in Section 2.11(a)(ii)(D).

" Solicited Discounted Prepayment Notice" means an irrevocable written notice of a Borrower Solicitation of Discounted Prepayment Offers made pursuant to Section 2.11(a)(ii)(D), substantially in the form of Exhibit L.

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

" Solicited Discounted Prepayment Response Date" has the meaning assigned to such term in Section 2.11(a)(ii)(D).

" Specified Acquisitions" means the transactions described in the Lender Presentation as being consummated using the proceeds of the Term Loans.

" Specified Discount" has the meaning assigned to such term in Section 2.11(a)(ii)(B).

" Specified Discount Prepayment" has the meaning assigned to such term in Section 2.11(a)(ii)(B).

" Specified Discount Prepayment Amount" has the meaning assigned to such term in Section 2.11(a)(ii)(B).

" Specified Discount Prepayment Notice" means an irrevocable written notice of a Borrower of a Discounted Term Loan Prepayment made pursuant to Section 2.11(a)(ii)(B), substantially in the form of Exhibit H.

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

" Specified Discount Prepayment Response Date" has the meaning assigned to such term in Section 2.11(a)(ii)(B).

" Specified Discount Proration" has the meaning assigned to such term in Section 2.11(a)(ii)(B)(2).

" Specified Equity Contribution" has the meaning assigned to such term in Section 7.02(a).

" Specified Event of Default" means an Event of Default under Section 7.01(a), (b) (for all purposes under this Agreement (other than Section 9.04) solely with respect to any failure to pay any interest payment and fees referred to therein), (h) or (i).

" Specified Representations" means the representations of the Loan Parties set forth in Section 3.01 (relating to organizational existence and organizational power and authority of the Loan Parties to enter into the Loan Documents), Section 3.02 (as it relates to due authorization, execution and delivery and enforceability of the Loan Documents), Section 3.03(b)(i) (as it relates to no conflicts with Organizational Documents, in each case, related to the entry into this Agreement, the incurrence of the Loans, the provision of the Guarantees and the granting of security interests in the Collateral to secure the Term Facility by the applicable Loan Parties), Section 3.08, Section 3.14, Section 3.16, Section 3.19 (subject to the provisos in Section 4.01(f) and (g)), the second sentence of Section 3.20, and the second sentence of Section 3.21 (as it relates to OFAC, the PATRIOT Act and FCPA).

" Specified Transaction" means, with respect to any period, any Investment (including the Transactions), sale, transfer or other disposition of assets, incurrence or repayment of Indebtedness, Restricted Payment, subsidiary designation, merger or other business combination, acquisition, restructuring, cost savings initiative, established cost reduction initiative, operating expense reduction initiative or other initiative or event that by the terms of the Loan Documents requires " Pro Forma Compliance" with a test or covenant hereunder or requires such test or covenant to be calculated on a Pro Forma Basis.

" Sponsor" means, (a) on the Effective Date, collectively, Genstar Capital Management, LLC, its controlled Affiliates and funds managed or advised by it or its controlled affiliates and (b) from and after the Pending Investment Closing Date, shall also include TA Associates Management, L.P., its controlled Affiliates and funds managed or advised by it or its controlled affiliates.

" Sponsor Model" means the model prepared by the Sponsor and posted on the Approved Electronic Platform on July 13, 2021.

" Standard Securitization Undertakings" means representations, warranties, covenants, indemnities and guarantees of performance entered into by the Company or any Restricted Subsidiary which the US Borrower have determined in good faith to be customary in a Securitization Transaction

including those relating to the servicing of the assets of a Securitization Entity, it being understood that any Securitization Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

" Subject Transaction" means the incurrence of any Indebtedness (including Incremental Facilities) or Liens, or the making of any Permitted Acquisitions, other Investments, Restricted Payments, prepayments of Junior Financing or Permitted First Priority Debt or voluntary prepayments, purchases or redemptions of Junior Financing or Permitted First Priority Debt or asset sales.

" Submitted Amount" has the meaning assigned to such term in Section 2.11(a)(ii)(C).

" Submitted Discount" has the meaning assigned to such term in Section 2.11(a)(ii)(C).

" Subordinated Indebtedness" means (a) Indebtedness that is subordinated in right of payment to the Loan Document Obligations and (b) any Permitted Refinancing in respect of any of the foregoing. For the avoidance of doubt, Permitted First Priority Debt shall not constitute Subordinated Indebtedness.

" subsidiary" means, with respect to any Person (the " parent") at any date, any company, corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with IFRS, as well as any other corporation, company, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50.0% of the voting equity or more than 50.0% of the ordinary voting power or, in the case of a partnership, more than 50.0% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

" Subsidiary" means any subsidiary of the Company (unless otherwise specified).

" Subsidiary Guarantor" means each Subsidiary that is a party to the Guarantee Agreement.

" Successor Borrower" has the meaning assigned to such term in Section 6.03(a)(iv).

" Supported QFC" has the meaning assigned to it in Section 9.19.

" Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement or contract involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees, independent contractors or consultants of any Parent Company, the Company or any Subsidiary thereof shall be a Swap Agreement.

" Swap Obligation" means, with respect to any Loan Party, 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.

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

" Term Commitment" means~~, with respect to each Lender on the Effective Date, the commitment, if any, of such Lender to make a Term Loan hereunder on the Effective Date, expressed as an amount representing the maximum principal amount of the Term Loan to be made by such Lender hereunder~~**collectively (a) the Initial Term Commitment and (b) the 2021 Term Commitment**, as such commitment may be (~~a~~**x**) reduced from time to time pursuant to Section 2.08 and (~~b~~**y**) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to an Assignment and Assumption. ~~The amount of each Lender's Term Commitment is set forth on Schedule 2.01 as of the Effective Date or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Term Commitment, as the case may be. The initial aggregate amount of the Lenders' Term Commitments on the Effective Date is $275.0 million~~**.**

" Term Facility" means the Term Loans and any other Incremental Term Loans or any refinancing thereof.

" Term Loans" means (a) the Initial Term Loans, (b) Other Term Loans ~~and~~**,** (c**) the 2021 Incremental Term Loans and (d**) Incremental Term Loans **made pursuant to Section 2.20 hereof**, as the context requires.

" Term Maturity Date" means with respect to **(a)** the Initial Term Loans, ~~(a)~~ July 27, 2029 ~~and~~**,** (b**) with respect to the 2021 Incremental Term Loans, July 27, 2029, and (c**) with respect to Other Term Loans or Incremental Term Loans, the maturity date thereof set forth in the applicable Refinancing Amendment or Incremental Facility Amendment, as applicable (or, in each case, with respect to any Lender that has extended the maturity date of its Term Loans pursuant to Section 2.21, the extended maturity date set forth in the Extension Notice delivered by the US Borrower and such Lender to the Administrative Agent pursuant to Section 2.21).

" Term SOFR" means, for the applicable corresponding tenor (or if any Available Tenor of a Benchmark does not correspond to an Available Tenor for the applicable Benchmark Replacement, the closest corresponding Available Tenor and if such Available Tenor corresponds equally to two Available Tenors of the applicable Benchmark Replacement, the corresponding tenor of the shorter duration shall be applied), the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

" Termination Date" means the date on which all Commitments shall have expired or been terminated, the principal of and interest on each Loan and all fees, expenses and other amounts (other than contingent amounts not yet due) payable under each Loan Document shall have been paid in full, all other Secured Obligations shall have been paid in full (other than Secured Cash Management Obligations and Secured Swap Obligations).

" Test Period" means, at any date of determination, the period of four consecutive fiscal quarters of the Company then last ended as of such time for which financial statements are required to be delivered (or are actually delivered, if earlier) pursuant to Section 5.01(a) or (b); provided that any date of determination before the delivery of the first financial statements pursuant to Section 5.01(a) or (b), the Test Period shall be the period of four consecutive fiscal quarters of the Company then last ended as of such time.

" Threshold Excess Cash Flow Payment Amount" means, with respect to any fiscal year, the greater of $18.0 and 6.0% of Consolidated EBITDAR, calculated on a Pro Forma Basis for the most recently ended Test Period. .

" Total Net Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Total Debt as of such date to (b) Consolidated EBITDAR of the Company and its Restricted Subsidiaries for the most recently ended Test Period.

" Transaction Costs" has the meaning set forth in the definition of the term " Transactions."

" Transactions" means collectively, (a) the funding of the Loans hereunder on the Effective Date, (b) the entry into the First Lien Credit Agreement and incurrence of Indebtedness thereunder, (c) the Effective Date Refinancing, and (d) the payment of all fees, premiums, expenses and other transaction costs incurred in connection with the transactions described in the foregoing provisions of this definition, including any original issue discount or upfront fees (the " Transaction Costs").

" Type," when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Eurodollar Rate or the Alternate Base Rate.

" U.S. Special Resolution Regime" has the meaning assigned to it in Section 9.19.

" UCC" or " Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Collateral Agent's security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a U.S. jurisdiction other than the State of New York, the term " UCC" shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

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

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

" Unaudited Financial Statements" means the unaudited consolidated statements of financial condition of the Parent and its Subsidiaries as of March 31, 2021 and the related unaudited consolidated statements of operations, stockholders' deficit and cash flows for the quarterly period then ended.

" Unrestricted Subsidiary" means any Subsidiary designated by the Company as an Unrestricted Subsidiary pursuant to Section 5.13 on or subsequent to the Effective Date; provided that neither the US Borrower nor any direct or indirect parent company of the US Borrower may be designated as an Unrestricted Subsidiary. Any Subsidiary of an Unrestricted Subsidiary (whether existing at the time of such designation or acquired or formed by such Unrestricted Subsidiary after the time of

such designation) shall, without the need for any further action by the US Borrower, constitute an Unrestricted Subsidiary.

" US Borrower" has the meaning assigned to such term in the introductory paragraph to this Agreement.

" US Loan Party" means each Loan Party that is incorporated, formed or otherwise organized under the laws of the United States, any state thereof or the District of Columbia.

" US Subsidiary" means any Subsidiary organized under the laws of the United States, any state thereof or the District of Columbia.

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

" Wholly Owned Restricted Subsidiary" means any Restricted Subsidiary that is a Wholly Owned Subsidiary.

" Wholly Owned Subsidiary" means, with respect to any Person at any date, a subsidiary of such Person of which securities or other ownership interests representing 100% of the Equity Interests (other than (a) directors' qualifying shares and (b) nominal shares issued to foreign nationals to the extent required by applicable Requirements of Law) are, as of such date, owned, controlled or held by such Person or one or more Wholly Owned Subsidiaries of such Person or by such Person and one or more Wholly Owned Subsidiaries of such Person.

" Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

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

Section 1.02 Classification of Loans and Borrowings. For purposes of this Agreement, Loans and Borrowings may be classified and referred to by Class (e.g., a " Term Loan") or by Type (e.g., a " Eurodollar Loan" or " ABR Loan") or by Class and Type (e.g., a " Eurodollar Loan"). Borrowings also may be classified and referred to by Class (e.g., a " Term Borrowing" or " ABR Borrowing" or by Type (e.g., a " Eurodollar Borrowing") or by Class and Type (e.g., a " Eurodollar Borrowing").

Section 1.03 Terms Generally.

(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."

(b) Unless the context requires otherwise, (a) any definition of or reference to any agreement (including this Agreement and the other Loan Documents), instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, amended and restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or other modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (c) the words " herein," " hereof" and " hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) 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, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (f) the words " asset" and " property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. Except to the extent otherwise expressly provided herein, if performance of any obligation under any Loan Document shall be due on a day that is not a Business Day, the date for performance shall be extended to the next succeeding Business Day.

(c) With respect to any Default or Event of Default, the words " exists," " is continuing" or similar expressions with respect thereto shall mean that the Default or Event of Default has occurred and has not yet been cured or waived. If any Default or Event of Default occurs due to (a) the failure by Holdings, any Loan Party or other Restricted Subsidiary to take any action by a specified time, such Default or Event of Default shall be deemed to have been cured at the time, if any, Holdings, the applicable Loan Party or other Restricted Subsidiary takes such action or (b) the taking of any action by Holdings, any Loan Party or other Restricted Subsidiary that is not then permitted by the terms of this Agreement or any other Loan Document, such Default or Event of Default shall be deemed to be cured on the earlier to occur of (i) the date on which such action would be permitted at such time to be taken under this Agreement and the other Loan Documents and (ii) the date on which such action is unwound or otherwise modified to the extent necessary for such revised action to be permitted at such time by this Agreement and the other Loan Documents. If any Default or Event of Default occurs that is subsequently cured (a " Cured Default"), any other Default or Event of Default resulting from the making or deemed making of any representation or warranty by Holdings, any Loan Party or the taking of any action by Holdings, any Loan Party or any Subsidiary of any Loan Party, in each case which subsequent Default or Event of Default would not have arisen had the Cured Default not occurred, shall be deemed to be cured automatically upon, and simultaneous with, the cure of the Cured Default. Notwithstanding anything to the contrary in this Section 1.03(c), an Event of Default (the " Initial Default") may not be cured pursuant to this Section 1.03(c):

(i) if the taking of any action by Holdings, any Loan Party or Subsidiary of a Loan Party that is not permitted during, and as a result of, the continuance of such Initial Default directly results in the cure of such Initial Default and Holdings, the applicable Loan

Party or Subsidiary had actual knowledge at the time of taking any such action that the Initial Default had occurred and was continuing,

(ii) in the case of an Event of Default under Section 7.01(l), (m) or (n) that directly results in material impairment of the rights and remedies of the Lenders, Collateral Agent and Administrative Agent under the Loan Documents and that is incapable of being cured,

(iii) in the case of an Event of Default under Section 7.01(e) arising due to the failure to perform or observe Section 5.07 that directly results in a material adverse effect on the ability of the US Borrower and the other Loan Parties (taken as a whole) to perform their respective payment obligations under any Loan Document to which the US Borrower or any of the other Loan Parties is a party, or

(iv) in the case of an Initial Default for which (i) the Borrowers failed to promptly give notice to the Administrative Agent and the Lenders of such Initial Default in accordance with Section 5.02(a) of this Agreement and (ii) the Company and or the Borrowers had actual knowledge of such failure to promptly give such notice.

Section 1.04 Accounting Terms; Calculations on a Pro Forma Basis. Except as otherwise expressly provided herein, all accounting terms not otherwise defined herein shall have the meanings assigned to them in conformity with IFRS. Financial statements and other information required to be delivered by the Company to Lenders pursuant to Section 5.01(a) and 5.01(b) shall be, subject to the proviso in the following sentence, prepared in accordance with IFRS as in effect at the time of such preparation. Subject to the foregoing, calculations in connection with the definitions, covenants and other provisions hereof shall utilize accounting principles and policies in conformity with those used to prepare the Audited Financial Statements. If at any time any change in IFRS or the application thereof would affect the computation or interpretation of any financial ratio, basket, requirement or other provision set forth in any Loan Document, and either the US Borrower or the Required Lenders shall so request, Administrative Agent and the US Borrower shall negotiate in good faith to amend such ratio, basket, requirement or other provision to preserve the original intent thereof in light of such change in IFRS or the application thereof (subject to the approval of the Required Lenders not to be unreasonably withheld, conditioned or delayed); provided that, until so amended, such ratio, basket, requirement or other provision shall continue to be computed or interpreted in accordance with IFRS or the application thereof prior to such change therein for so long as the financial reporting does not change in the way such item is reported.

Section 1.05 Pro Forma Calculations. Notwithstanding anything to the contrary herein, for purposes of determining compliance with any test or availability under baskets contained in this Agreement, Consolidated EBITDAR, the Guarantor Coverage Test, the Total Net Leverage Ratio, the Secured Net Leverage Ratio, and the Fixed Charge Coverage Ratio shall be calculated (except for purposes of calculating Excess Cash Flow) on a Pro Forma Basis to give effect to the Transactions and all Specified Transactions that have been consummated during the applicable period of measurement or subsequent to such period and prior to or simultaneously with the event for which the calculation is made, and shall be calculated for the applicable period of measurement (which may be the most recently ended twelve consecutive fiscal months) for which monthly, quarterly or fiscal year-end financial statements are available in respect thereof immediately preceding the date of such event.

Section 1.06 Certain Calculations and Tests. Notwithstanding anything in this Agreement or any Loan Document to the contrary, for purposes of (i) determining compliance with any provision of this Agreement which requires calculation of the Total Net Leverage Ratio, the Secured Net

Leverage Ratio or the Fixed Charge Coverage Ratio, (ii) determining compliance with any provision of this Agreement which requires as a condition that no Default or Event of Default (or any type of Default or Event of Default) has occurred, is continuing or would result from a Subject Transaction in connection with (a) the consummation of a Limited Condition Transaction or (iii) testing availability under baskets set forth in this Agreement (including any baskets based on a percentage of Consolidated EBITDAR) (including the incurrence of any Incremental Facility), in each case in connection with a Limited Condition Transaction, the date of determination of such ratio, test or basket availability shall, at the irrevocable option of the US Borrower (the " LCT Election"), be deemed to be (x) the date on which the definitive acquisition agreements (or, if applicable, a binding offer, or launch of a " certain funds" tender offer), notice (which may be conditional) or declaration with respect to such Limited Condition Transaction are entered into, provided or made, as applicable, or the date that a certificate of a Responsible Officer of the Company is given with respect to the designation of a Subsidiary as restricted or unrestricted or for such Limited Condition Transaction are entered into, (y) the date of any prepayment, redemption, repurchase, defeasance, acquisition or other payment or (z) in respect of transactions governed by " certain funds" or similar rules, the date on which an announcement of the intention to make an offer or similar announcement or determination is made including any such announcement or determination which requires the offeror or announcer to demonstrate the financial ability to consummate the acquisition of a target of a Limited Condition Transaction (the " LCT Test Date"), and if, after such ratio, test or basket availability is measured on a Pro Forma Basis after giving effect to such Limited Condition Transaction and the other Subject Transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) as if they occurred at the beginning of the most recent Test Period completed prior to the LCT Test Date, the US Borrower could have taken such action on the relevant LCT Test Date in compliance with such ratio, test or basket availability, such provisions shall be deemed to have been complied with. For the avoidance of doubt, if any of such ratios, test or basket availability are exceeded as a result of fluctuations in such ratio, test or basket availability (including due to fluctuations in Consolidated EBITDAR of the Apex Group or the target of such Limited Condition Transaction) at or prior to the consummation of the relevant Limited Condition Transaction, such ratios, test or basket availability will not be deemed to have been exceeded as a result of such fluctuations solely for purposes of determining whether the Limited Condition Transaction (and any Subject Transaction in connection therewith) is permitted hereunder. If the US Borrower make an LCT Election, then in connection with any calculation of any ratio, test or basket availability with respect to any transaction following the relevant LCT Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated or the date that the definitive agreement or irrevocable notice for such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, for purposes of determining whether (x) such subsequent transaction (other than with respect to Restricted Payments or prepayments of Junior Financing) is permitted under the Loan Documents, any such ratio, test or basket shall be required to be satisfied on a Pro Forma Basis assuming such Limited Condition Transaction and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated and (y) such subsequent Restricted Payment or prepayment of Junior Financing is permitted under the Loan Documents, any such ratio, test or basket shall be required to be satisfied on a Pro Forma Basis both (1) assuming such Limited Condition Transaction and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated and (2) assuming such Limited Condition Transaction and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have not been consummated.

Section 1.07 Classification; Reclassification; Fixed Amounts and Incurrence Based Amounts.

(a) It is understood and agreed that any Indebtedness, Lien, Investment, Disposition, Restricted Payment, Repayment or Affiliate transaction need not be permitted solely by reference to one category of permitted Indebtedness, Lien, Investment, Disposition, Restricted Payment, Repayment or Affiliate transaction under the definition of Incremental Cap or Sections 6.01, 6.02, 6.04, 6.05, 6.07 and 6.08, respectively, but may instead be permitted in part under any combination thereof.

(b) For purposes of determining compliance at any time with Sections 6.01, 6.02, 6.04, 6.05 or 6.08, in the event that any Indebtedness, Lien, Investment, Disposition, Restricted Payment, Repayment or Affiliate transaction meets the criteria of more than one of the categories of transactions or items permitted pursuant to any clause of such Sections 6.01 (other than Section 6.01(i) and (xxiii)), 6.02 (other than Section 6.02(i) and (xix)(C)), 6.04, 6.05 or 6.08, as applicable, the US Borrower may, in their sole discretion, from time to time classify or reclassify such transaction or item (or portion thereof) under one or more clauses of each such Section and will only be required to include the amount and type of such transaction (or portion thereof) in any one category; provided that (i) upon delivery of any financial statements pursuant to Section 5.01(a) or (b) following the initial incurrence of any portion of any Indebtedness incurred under Section 6.01 (other than Section 6.01(i) and (xxiii)) (such portion of such Indebtedness, the "Subject Indebtedness"), if any such Subject Indebtedness could, based on such financial statements, have been incurred in reliance on Section 6.01(xviii), such Subject Indebtedness shall automatically be reclassified as having been incurred under the applicable provisions of Section 6.01(xviii) (in each case, subject to any other applicable provision of Section 6.01(xviii) and, in the case of any Subject Indebtedness where the primary obligor or guarantor is a Restricted Subsidiary that is not a Loan Party, to availability under the Non-Loan Party Debt Amount) and any associated Lien will be deemed to have been permitted under Section 6.02(xix)(D) upon any such reclassification and (ii) upon delivery of any financial statements pursuant to Section 5.01(a) or (b) following the making of any Investment under Section 6.04, if all or any portion of such Investment could, based on such financial statements, have been made in reliance on Section 6.04(z), such Investment (or the relevant portion thereof) shall automatically be reclassified as having been made in reliance on Section 6.04(z). It is understood and agreed that any Indebtedness, Lien, Investment, Disposition, Restricted Payment, Repayment or Affiliate transaction need not be permitted solely by reference to one category of permitted Indebtedness, Lien, Investment, Disposition, Restricted Payment, Repayment or Affiliate transaction under Sections 6.01, 6.02, 6.04, 6.05 or 6.08, respectively, but may instead be permitted in part under any combination thereof.

(c) Notwithstanding anything to the contrary herein, with respect to any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that does not require compliance with a financial ratio or test (including any First Lien Net Leverage Ratio, Secured Net Leverage Ratio and/or Total Net Leverage Ratio) (any such amounts, the "Fixed Amounts", including, for the avoidance of doubt, any grower component based on Consolidated EBITDA) intended to be utilized with or substantially concurrently with any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that requires compliance with any such financial ratio or test (any such amounts, the "Incurrence Based Amounts"), it is understood and agreed that the Fixed Amounts (and any cash proceeds thereof) shall be disregarded in the calculation of the financial ratio or test applicable to the Incurrence Based Amounts in connection with such substantially concurrent incurrence.

Section 1.08 Effectuation of Transactions. All references herein to Holdings, the Company, the US Borrower and their Subsidiaries shall be deemed to be references to such Persons, and all the representations and warranties of Holdings, the Company, the US Borrower and the Loan Parties contained in this Agreement and the other Loan Documents shall be deemed made, in each case, after giving effect to the Transactions to occur on the Effective Date, unless the context otherwise requires.

Section 1.09 Interest Rates; Currency Equivalents Generally.(a) The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to the rates in the definition of " Eurodollar Rate" or with respect to any rate that is an alternative or replacement for or successor to any of such rate (including, without limitation, any Benchmark Replacement) or the effect of any of the foregoing, or of any Benchmark Replacement Conforming Changes.

(b) Any amount specified in this Agreement (other than in Articles II and VIII) or any of the other Loan Documents to be in Dollars shall also include the equivalent of such amount in any currency other than Dollars, such equivalent amount thereof in the applicable currency to be determined by the Administrative Agent at such time on the basis of the Spot Rate (as defined below) for the purchase of such currency with Dollars. For purposes of this Section 1.09, the " Spot Rate" for a currency means the rate determined by the Administrative Agent to be the rate quoted by the Person acting in such capacity as the spot rate for the purchase by such Person of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. on the date two Business Days prior to the date of such determination; provided that the Administrative Agent may obtain such spot rate from another financial institution designated by the Administrative Agent if the Person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency.

Section 1.10 [Reserved]

Section 1.11 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time

Section 1.12 Irish Terms. In this Agreement, any reference to an " examiner" shall mean an examiner (including an interim examiner) appointed under section 509 of the Irish Companies Act and " examinership" shall be construed accordingly.

ARTICLE II

THE CREDITS

Section 2.01 Commitments. Subject to the terms and conditions set forth herein, each Lender agrees to make **(x)** a Term Loan to the US Borrower on the Effective Date in an amount equal to such Lender's Term Commitment. Amounts repaid or prepaid in respect of Term Loans may not be reborrowed **and (y) in accordance with the First Amendment, a 2021 Incremental Term Loan to the US Borrower in an amount equal to such Lender's 2021 Term Commitment**.

Section 2.02 Loans and Borrowings.

(a) Each Loan shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Class. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several

and, other than as expressly provided herein with respect to a Defaulting Lender, no Lender shall be responsible for any other Lender's failure to make Loans as required hereby.

(b) Subject to Section 2.14, each Term Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans. Each Lender at its option may make any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of (i) such Lender to make such Loan as required hereby, except to the extent actually made by such domestic or foreign branch or Affiliate of such Lender or (ii) the US Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Eurodollar Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum; provided that a Eurodollar Borrowing that results from a continuation of an outstanding Eurodollar Borrowing may be in an aggregate amount that is equal to such outstanding Borrowing. At the time that each ABR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum; provided that an ABR Borrowing that results from a conversion of all or any portion of an outstanding Eurodollar Borrowing may be in an aggregate amount that is equal to the amount so converted.

(d) Notwithstanding any other provision of this Agreement, the US Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the final maturity of the applicable Loans.

Section 2.03 Requests for Borrowings. To request a Term Borrowing, the relevant Borrower shall notify the Administrative Agent of such request by delivery of a Borrowing Request (a) in the case of a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of the proposed Borrowing (or such later time on such date as the Administrative Agent may agree in its reasonable discretion), or (b) in the case of an ABR Borrowing, not later than 10:00 a.m., New York City time, one Business Day prior to the date of the proposed Borrowing (or such later time on such date as the Administrative Agent may agree in its reasonable discretion); provided, however, that if the US Borrower wishes to request Eurodollar Loans having an Interest Period other than one, three or six months in duration as provided in the definition of " Interest Period," the applicable notice must be received by the Administrative Agent not later than 11:00 a.m. four Business Days prior to the requested date of such Borrowing, conversion or continuation, whereupon the Administrative Agent shall give prompt notice to the Lenders of such request and determine whether the requested Interest Period is acceptable to all of them. Not later than 11:00 a.m., three Business Days before the requested date of such Borrowing, conversion or continuation, the Administrative Agent shall notify the US Borrower (which notice may be by telephone) whether or not the requested Interest Period has been consented to by all the Lenders. Each such Borrowing Request shall be irrevocable and shall specify the following information:

(i) whether the requested Borrowing is to be a Term Borrowing or a Borrowing of any other Class (specifying the Class thereof);

(ii) the aggregate amount of such Borrowing;

(iii) the date of such Borrowing, which shall be a Business Day;

(iv) whether such Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing;

(v) in the case of a Eurodollar Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term " Interest Period";

(vi) the location and number of the applicable account to which funds are to be disbursed; and

(vii) that as of the date of such Borrowing Request, the conditions set forth in Section 4.02(a) and 4.02(b) are satisfied, or are in good faith expected to be satisfied as of the date of such Borrowing.

If no election as to the Type of Borrowing is specified as to any Borrowing, then the requested Borrowing shall be an ABR Borrowing made in Dollars. If no Interest Period is specified with respect to any requested Eurodollar Borrowing, then the US Borrower shall be deemed to have selected an Interest Period of one month' s duration. Promptly following receipt of a Borrowing Request in accordance with this Section 2.03, the Administrative Agent shall advise each Lender of the applicable Class of the details thereof and of the amount of such Lender' s Loan to be made as part of the requested Borrowing.

Section 2.04 [Reserved.]

Section 2.05 [Reserved.]

Section 2.06 Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 12:00 noon, New York City time, to the Applicable Account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the US Borrower by promptly crediting the amounts so received, in like funds, to an account of the US Borrower designated by the US Borrower in the Borrowing Request.

(b) (i) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any 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 paragraph (a) of this Section and may, in reliance on such assumption and in its sole discretion, make available to the US 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 agrees to pay to the Administrative Agent an amount equal to such share on demand of the Administrative Agent. If such Lender does not pay such corresponding amount forthwith upon demand of the Administrative Agent therefor, the Administrative Agent shall promptly notify the US Borrower, and the US Borrower agrees to pay such corresponding amount to the Administrative Agent forthwith on demand. The Administrative Agent shall also be entitled to recover from such Lender or the US Borrower interest on such corresponding amount, for each day from and including the date such amount is made available to the US Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of 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, or (ii) in the case of the US Borrower, the interest rate applicable to such Borrowing in accordance with Section 2.13.

(ii) Unless the Administrative Agent shall have received notice from the US Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the US Borrower will not make such payment, the Administrative Agent may assume that

the US Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the applicable Lenders the amount due. With respect to any payment that the Administrative Agent makes for the account of the Lenders hereunder as to which the Administrative Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment referred to as the " Rescindable Amount"): (1) the US Borrower has not in fact made such payment; (2) the Administrative Agent has made a payment in excess of the amount so paid by the US Borrower (whether or not then owed); or (3) the Administrative agent has for any reason otherwise erroneously made such payment; then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount so distributed to such Lender 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 US Borrower with respect to any amount owing under this clause (b) shall be conclusive, absent manifest error.

(c) The obligations of the Lenders hereunder to make Term Loans and to make payments pursuant to Section 9.03(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 9.03(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and other than as expressly provided herein with respect to Defaulting Lenders, 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 9.03(c).

Section 2.07 Interest Elections.

(a) Each Term Borrowing initially shall be of the Type specified in the Borrowing Request or designated by Section 2.03 and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Borrowing Request or designated by Section 2.03. Thereafter, the US Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section. The US Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the US Borrower shall notify the Administrative Agent of such election in writing by the time that a Borrowing Request would be required under Section 2.03 if the US Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such Interest Election Request shall be irrevocable and shall be confirmed promptly by delivery to the Administrative Agent of a written Interest Election Request signed by the US Borrower, as applicable.

(c) Each written Interest Election Request shall specify the following information:

(i) the principal amount of Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is to be a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term " Interest Period."

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the US Borrower, as applicable, shall be deemed to have selected an Interest Period of one month' s duration.

(d) Promptly following receipt of an Interest Election Request in accordance with this Section, the Administrative Agent shall advise each Lender of the applicable Class of the details thereof and of such Lender' s portion of each resulting Borrowing.

(e) If the US Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing in Dollars prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the US Borrower, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a Eurodollar Borrowing and (ii) unless repaid, each Eurodollar Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto or (iii) prepaid at the end of the applicable Interest Period, as applicable, in full; provided that if no election is made by the US Borrower by the earlier of (x) the date that is three Business Days after receipt by the US Borrower of such notice and (y) the last day of the current Interest Period for the applicable Eurodollar Loan, the US Borrower shall be deemed to have elected clause (A) above.

Section 2.08 Termination and Reduction of Commitments.

(a) Unless previously terminated, **(i)** the Term Commitments shall terminate upon funding of the **Initial** Term Loans on the Effective Date **and (ii) the 2021 Term Commitment shall terminate on the last day of the Availability Period unless drawn prior to the date thereof, in which case it shall terminate on such prior date**.

(b) The US Borrower may at any time terminate, or from time to time reduce, the Commitments of any Class, provided that each reduction of the Commitments of any Class shall be in an amount that is an integral multiple of the Borrowing Multiple applicable to such Class and not less than the Borrowing Minimum applicable to such Class, unless such amount represents all of the remaining Commitments of such Class.

(c) The US Borrower shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) of this Section at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the US Borrower pursuant to this Section shall be irrevocable. Any termination or reduction of the Commitments of any Class shall be permanent. Each

reduction of the Commitments of any Class shall be made ratably among the Lenders in accordance with their respective Commitments of such Class.

Section 2.09 Repayment of Loans; Evidence of Debt.

(a) The US Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Term Loan of such Lender as provided in Section 2.10.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the US Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the US Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section 2.09 shall be *prima facie* evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the US Borrower to pay any amounts due hereunder in accordance with the terms of this Agreement. In the event of any inconsistency between the entries made pursuant to paragraphs (b) and (c) of this Section 2.09, the accounts maintained by the Administrative Agent pursuant to paragraph (c) of this Section 2.09 shall control; provided, further, that to the extent that the entries made pursuant to paragraphs (b) and (c) conflict with the Register, the Register shall prevail.

(e) Any Lender may request through the Administrative Agent that Loans of any Class made by it be evidenced by a promissory note. In such event, the US Borrower shall execute and deliver to such Lender a promissory note payable to order of such Lender or its registered assigns, in a form provided by the Administrative Agent and approved by the US Borrower.

Section 2.10 Amortization of Term Loans.

(a) [Reserved].

(b) To the extent not previously paid, all Term Loans shall be due and payable on the Term Maturity Date applicable thereto.

(c) Any prepayment of a Term Borrowing (i) pursuant to Section 2.11(a) shall be applied to reduce the subsequent scheduled and outstanding repayments of the Term Borrowings to be made pursuant to this Section as directed by the US Borrower (and absent such direction in direct order of maturity) and (ii) pursuant to Section 2.11(c) or Section 2.11(d) shall be applied to reduce the subsequent scheduled and outstanding repayments of the Term Borrowings to be made pursuant to this Section 2.10, or, except as otherwise provided in any Refinancing Amendment, pursuant to the corresponding section of such Refinancing Amendment, as directed by the US Borrower and, in the absence of such direction, to the next scheduled amortization payments under the Term Facility in direct

order of maturity (including any Incremental Term Loans, unless otherwise specified in the applicable Incremental Facility Amendment).

Section 2.11 Prepayment of Loans.

(a) (i) The US Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to the requirements of this Section 2.11 and Section 2.16 and subject, to the extent applicable, to Section 2.11(h) **or 2.11(i), as applicable**.

(ii) Notwithstanding anything in any Loan Document to the contrary, so long as no Event of Default has occurred and is continuing, the US Borrower may offer to prepay the outstanding Term Loans on the following basis:

(A) The US Borrower shall have the right to make a voluntary prepayment of Term Loans at a discount to par (such prepayment, the "Discounted Term Loan Prepayment") pursuant to a Borrower Offer of Specified Discount Prepayment, Borrower Solicitation of Discount Range Prepayment Offers or Borrower Solicitation of Discounted Prepayment Offers, in each case made in accordance with this Section 2.11(a)(ii)(A); provided that the US Borrower shall not initiate any action under this Section 2.11(a)(ii)(A) in order to make a Discounted Term Loan Prepayment unless (1) at least ten (10) Business Days shall have passed since the consummation of the most recent Discounted Term Loan Prepayment as a result of a prepayment made by the US Borrower on the applicable Discounted Prepayment Effective Date; or (2) at least three (3) Business Days shall have passed since the date the US Borrower was notified that no Lender was willing to accept any prepayment of any Term Loan and/or Other Term Loan at the Specified Discount, within the Discount Range or at any discount to par value, as applicable, or in the case of Borrower Solicitation of Discounted Prepayment Offers, the date of the US Borrower's election not to accept any Solicited Discounted Prepayment Offers; provided, further, that any Term Loan that is so prepaid will be automatically and irrevocably cancelled.

(B) Subject to the first proviso to subsection (A) above, the US Borrower may from time to time offer to make a Discounted Term Loan Prepayment (such prepayment a "Specified Discount Prepayment") by providing the Auction Agent with three (3) Business Days' notice in the form of a Specified Discount Prepayment Notice; provided that (i) any such offer shall be made available, at the sole discretion of the US Borrower, to each Lender and/or each Lender with respect to any Class of Term Loans on an individual tranche basis, (ii) any such offer shall specify the aggregate principal amount offered to be prepaid (the "Specified Discount Prepayment Amount") with respect to each applicable tranche, the tranche or tranches of Term Loans subject to such offer and the specific percentage discount to par (the "Specified Discount") of such Term Loans to be prepaid (it being understood that different Specified Discounts and/or Specified Discount Prepayment Amounts may be offered with respect to different tranches of Term Loans and, in such an event, each such offer will be treated as a separate offer pursuant to the terms of this Section 2.11(a)(ii)), (iii) the Specified Discount Prepayment Amount shall be in an aggregate amount not less than the Borrowing Minimum of the relevant Class and whole increments of the Borrowing Multiple of the relevant Class in excess thereof and (iv) each such offer shall remain outstanding through the Specified Discount Prepayment Response Date. The Auction Agent will promptly provide each relevant Lender with a copy of such Specified Discount Prepayment Notice and a form of the Specified Discount Prepayment Response

to be completed and returned by each such Lender to the Auction Agent (or its delegate) by no later than 5:00 p.m., New York City time, on the third Business Day after the date of delivery of such notice to the relevant Lenders (the "Specified Discount Prepayment Response Date").

(1) Each relevant Lender receiving such offer shall notify the Auction Agent (or its delegate) by the Specified Discount Prepayment Response Date whether or not it agrees to accept a prepayment of any of its relevant then outstanding Term Loans at the Specified Discount and, if so (such accepting Lender, a "Discount Prepayment Accepting Lender"), the amount and the tranches of such Lender's Term Loans to be prepaid at such offered discount. Each acceptance of a Discounted Term Loan Prepayment by a Discount Prepayment Accepting Lender shall be irrevocable. Any Lender whose Specified Discount Prepayment Response is not received by the Auction Agent by the Specified Discount Prepayment Response Date shall be deemed to have declined to accept the Borrower Offer of Specified Discount Prepayment.

(2) If there is at least one Discount Prepayment Accepting Lender, the US Borrower will make a prepayment of outstanding Term Loans pursuant to this paragraph (B) to each Discount Prepayment Accepting Lender in accordance with the respective outstanding amount and tranches of Term Loans specified in such Lender's Specified Discount Prepayment Response given pursuant to subsection (1); provided that, if the aggregate principal amount of Term Loans accepted for prepayment by all Discount Prepayment Accepting Lenders exceeds the Specified Discount Prepayment Amount, such prepayment shall be made pro-rata among the Discount Prepayment Accepting Lenders in accordance with the respective principal amounts accepted to be prepaid by each such Discount Prepayment Accepting Lender and the Auction Agent (in consultation with the US Borrower and subject to rounding requirements of the Auction Agent made in its reasonable discretion) will calculate such proration (the "Specified Discount Proration"). The Auction Agent shall promptly, and in any case within three (3) Business Days following the Specified Discount Prepayment Response Date, notify (i) the US Borrower of the respective Lenders' responses to such offer, the Discounted Prepayment Effective Date and the aggregate principal amount of the Discounted Term Loan Prepayment and the tranches to be prepaid, (ii) each Discount Prepayment Accepting Lender of the Discounted Prepayment Effective Date, and the aggregate principal amount and the tranches of its Term Loans to be prepaid at the Specified Discount on such date and (iii) each Discount Prepayment Accepting Lender of the Specified Discount Proration, if any, and confirmation of the principal amount, tranche and Type of Loans of such Lender to be prepaid at the Specified Discount on such date. Each determination by the Auction Agent of the amounts stated in the foregoing notices to the US Borrower and Lenders shall be conclusive and binding for all purposes absent manifest error. The payment amount specified in such notice to the US Borrower shall be due and payable by the US Borrower on the Discounted Prepayment Effective Date in accordance with subsection (F) below (subject to subsection (J) below).

(C) Subject to the first proviso to subsection (A) above, the US Borrower may from time to time solicit Discount Range Prepayment Offers by providing the Auction Agent with three (3) Business Days' notice in the form of a Discount Range

Prepayment Notice; provided that (i) any such solicitation shall be extended, at the sole discretion of the US Borrower, to each Lender and/or each Lender with respect to any Class of Loans on an individual tranche basis, (ii) any such notice shall specify the maximum aggregate principal amount of the relevant Term Loans (the " Discount Range Prepayment Amount"), the tranche or tranches of Term Loans subject to such offer and the maximum and minimum percentage discounts to par (the " Discount Range") of the principal amount of such Term Loans with respect to each relevant tranche of Term Loans willing to be prepaid by the US Borrower (it being understood that different Discount Ranges and/or Discount Range Prepayment Amounts may be offered with respect to different tranches of Term Loans and, in such an event, each such offer will be treated as a separate offer pursuant to the terms of this Section 2.11(a)(ii)), (iii) the Discount Range Prepayment Amount shall be in an aggregate amount not less than $1.0 million in the case of Term Loans and whole increments of $500,000 in the case of Term Loans in excess thereof and (iv) each such solicitation by the US Borrower shall remain outstanding through the Discount Range Prepayment Response Date. The Auction Agent will promptly provide each relevant Lender with a copy of such Discount Range Prepayment Notice and a form of the Discount Range Prepayment Offer to be submitted by a responding relevant Lender to the Auction Agent (or its delegate) by no later than 5:00 p.m., New York City time, on the third Business Day after the date of delivery of such notice to the relevant Lenders (the " Discount Range Prepayment Response Date"). Each relevant Lender's Discount Range Prepayment Offer shall be irrevocable and shall specify a discount to par within the Discount Range (the " Submitted Discount") at which such Lender is willing to allow prepayment of any or all of its then outstanding Term Loans of the applicable tranche or tranches and the maximum aggregate principal amount and tranches of such Lender's Term Loans (the " Submitted Amount") such Lender is willing to have prepaid at the Submitted Discount. Any Lender whose Discount Range Prepayment Offer is not received by the Auction Agent by the Discount Range Prepayment Response Date shall be deemed to have declined to accept a Discounted Term Loan Prepayment of any of its Term Loans at any discount to their par value within the Discount Range.

(1) The Auction Agent shall review all Discount Range Prepayment Offers received on or before the applicable Discount Range Prepayment Response Date and shall determine (in consultation with the US Borrower and subject to rounding requirements of the Auction Agent made in its reasonable discretion) the Applicable Discount and Term Loans to be prepaid at such Applicable Discount in accordance with this subsection (C). The US Borrower agrees to accept on the Discount Range Prepayment Response Date all Discount Range Prepayment Offers received by Auction Agent by the Discount Range Prepayment Response Date, in the order from the Submitted Discount that is the largest discount to par to the Submitted Discount that is the smallest discount to par, up to and including the Submitted Discount that is the smallest discount to par within the Discount Range (such Submitted Discount that is the smallest discount to par within the Discount Range being referred to as the " Applicable Discount") which yields a Discounted Term Loan Prepayment in an aggregate principal amount equal to the lower of (I) the Discount Range Prepayment Amount and (II) the sum of all Submitted Amounts. Each Lender that has submitted a Discount Range Prepayment Offer to accept prepayment at a discount to par that is larger than or equal to the Applicable Discount shall be deemed to have irrevocably consented to prepayment of Term Loans equal to its Submitted Amount (subject to any required proration pursuant to the following

subsection (2)) at its Submitted Discount (each such Lender, a " Participating Lender").

(2) If there is at least one Participating Lender, the US Borrower will prepay the respective outstanding Term Loans of each Participating Lender in the aggregate principal amount and of the tranches specified in such Lender's Discount Range Prepayment Offer at the Applicable Discount (or, if the Submitted Discount of such Lender is a discount to par greater than the Applicable Discount, at its Submitted Discount); provided that if the Submitted Amount by all Participating Lenders offered at a discount to par greater than or equal to the Applicable Discount exceeds the Discount Range Prepayment Amount, prepayment of the principal amount of the relevant Term Loans for those Participating Lenders whose Submitted Discount is equal to the Applicable Discount (the " Identified Participating Lenders") shall be made pro-rata among the Identified Participating Lenders (after giving effect to the provisions of the immediate succeeding sentence) in accordance with the Submitted Amount of each such Identified Participating Lender and the Auction Agent (in consultation with the US Borrower and subject to rounding requirements of the Auction Agent made in its reasonable discretion) will calculate such proration (the " Discount Range Proration"). All Discount Range Prepayment Offers including a Submitted Discount at a discount to par greater than the Applicable Discount shall be prepaid, and will not be subject to pro-ration. The Auction Agent shall promptly, and in any case within five (5) Business Days following the Discount Range Prepayment Response Date, notify (I) the US Borrower of the respective Lenders' responses to such solicitation, the Discounted Prepayment Effective Date, the Applicable Discount, and the aggregate principal amount of the Discounted Term Loan Prepayment and the tranches to be prepaid, (II) each Participating Lender of the Discounted Prepayment Effective Date and the aggregate principal amount and tranches of its Term Loans to be prepaid and the discount to par applicable to such prepayment. Each determination by the Auction Agent of the amounts stated in the foregoing notices to the US Borrower and Lenders shall be conclusive and binding for all purposes absent manifest error. The payment amount specified in such notice to the US Borrower shall be due and payable by the US Borrower on the Discounted Prepayment Effective Date in accordance with subsection (F) below (subject to subsection (J) below).

(D) Subject to the first proviso to subsection (A) above, the US Borrower may from time to time solicit Solicited Discounted Prepayment Offers by providing the Auction Agent with three (3) Business Days' notice in the form of a Solicited Discounted Prepayment Notice; provided that (I) any such solicitation shall be extended, at the sole discretion of the US Borrower, to each Lender and/or each Lender with respect to any Class of Term Loans on an individual tranche basis, (II) any such notice shall specify the maximum aggregate dollar amount of the Term Loans (the " Solicited Discounted Prepayment Amount") and the tranche or tranches of Term Loans the US Borrower is willing to prepay at a discount (it being understood that different Solicited Discounted Prepayment Amounts may be offered with respect to different tranches of Term Loans and, in such an event, each such offer will be treated as a separate offer pursuant to the terms of this Section 2.11(a)(ii)), (III) the Solicited Discounted Prepayment Amount shall be in an aggregate amount not less than $1.0 million and whole increments of $500,000 in excess thereof and (IV) each such solicitation by the US Borrower shall remain outstanding through the Solicited Discounted Prepayment

Response Date. The Auction Agent will promptly provide each relevant Lender with a copy of such Solicited Discounted Prepayment Notice and a form of the Solicited Discounted Prepayment Offer to be submitted by a responding Lender to the Auction Agent (or its delegate) by no later than 5:00 p.m., New York City time on the third Business Day after the date of delivery of such notice to the relevant Lenders (the " Solicited Discounted Prepayment Response Date"). Each Lender's Solicited Discounted Prepayment Offer shall (x) be irrevocable, (y) remain outstanding until the Acceptance Date, and (z) specify both a discount to par (the " Offered Discount") at which such Lender is willing to allow prepayment of its then outstanding Term Loan and the maximum aggregate principal amount and tranches of such Term Loans (the " Offered Amount") such Lender is willing to have prepaid at the Offered Discount. Any Lender whose Solicited Discounted Prepayment Offer is not received by the Auction Agent by the Solicited Discounted Prepayment Response Date shall be deemed to have declined prepayment of any of its Term Loans at any discount.

(1) The Auction Agent shall promptly provide the US Borrower with a copy of all Solicited Discounted Prepayment Offers received on or before the Solicited Discounted Prepayment Response Date. The US Borrower shall review all such Solicited Discounted Prepayment Offers and select the smallest of the Offered Discounts specified by the relevant responding Lenders in the Solicited Discounted Prepayment Offers that is acceptable to the US Borrower (the " Acceptable Discount"), if any. If the US Borrower elects to accept any Offered Discount as the Acceptable Discount, then as soon as practicable after the determination of the Acceptable Discount, but in no event later than by the third Business Day after the date of receipt by the US Borrower from the Auction Agent of a copy of all Solicited Discounted Prepayment Offers pursuant to the first sentence of this subsection (1) (the " Acceptance Date"), the US Borrower shall submit an Acceptance and Prepayment Notice to the Auction Agent setting forth the Acceptable Discount. If the Auction Agent shall fail to receive an Acceptance and Prepayment Notice from the US Borrower by the Acceptance Date, the US Borrower shall be deemed to have rejected all Solicited Discounted Prepayment Offers.

(2) Based upon the Acceptable Discount and the Solicited Discounted Prepayment Offers received by Auction Agent by the Solicited Discounted Prepayment Response Date, within three (3) Business Days after receipt of an Acceptance and Prepayment Notice (the " Discounted Prepayment Determination Date"), the Auction Agent will determine (in consultation with the US Borrower and subject to rounding requirements of the Auction Agent made in its reasonable discretion) the aggregate principal amount and the tranches of Term Loans (the " Acceptable Prepayment Amount") to be prepaid by the US Borrower at the Acceptable Discount in accordance with this Section 2.11(a)(ii)(D). If the US Borrower elects to accept any Acceptable Discount, then the US Borrower agrees to accept all Solicited Discounted Prepayment Offers received by Auction Agent by the Solicited Discounted Prepayment Response Date, in the order from largest Offered Discount to smallest Offered Discount, up to and including the Acceptable Discount. Each Lender that has submitted a Solicited Discounted Prepayment Offer with an Offered Discount that is greater than or equal to the Acceptable Discount shall be deemed to have irrevocably consented to prepayment of Term Loans equal to its Offered Amount (subject to any required pro-rata reduction pursuant to the following sentence) at

the Acceptable Discount (each such Lender, a "Qualifying Lender"). The US Borrower will prepay outstanding Term Loans pursuant to this subsection (D) to each Qualifying Lender in the aggregate principal amount and of the tranches specified in such Lender's Solicited Discounted Prepayment Offer at the Acceptable Discount (or, if the Offered Discount of such Lender is a discount to par greater than the Acceptable Discount, at its Offered Discount); provided that if the aggregate Offered Amount by all Qualifying Lenders whose Offered Discount is greater than or equal to the Acceptable Discount exceeds the Solicited Discounted Prepayment Amount, prepayment of the principal amount of the relevant Term Loans for those Qualifying Lenders whose Offered Discount is equal to the Acceptable Discount (the "Identified Qualifying Lenders") shall be made pro-rata among the Identified Qualifying Lenders (after giving effect to the provisions of the immediate succeeding sentence) in accordance with the Offered Amount of each such Identified Qualifying Lender and the Auction Agent (in consultation with the US Borrower and subject to rounding requirements of the Auction Agent made in its reasonable discretion) will calculate such proration (the "Solicited Discount Proration"). All Offered Amounts including an Offered Discount at a discount to par greater than the Acceptable Discount shall be prepaid, and will not be subject to pro-ration. The Auction Agent shall promptly, and in any case within five (5) Business Days following the Discounted Prepayment Determination Date, notify (I) the US Borrower of the respective Lenders' responses to such solicitation, the Discounted Prepayment Effective Date and Acceptable Prepayment Amount comprising the Discounted Term Loan Prepayment and the tranches to be prepaid and (II) each Qualifying Lender of the Discounted Prepayment Effective Date, the aggregate principal amount and tranches of its Term Loans to be prepaid and the discount to par applicable to such prepayment. Each determination by the Auction Agent of the amounts stated in the foregoing notices to the US Borrower and Lenders shall be conclusive and binding for all purposes absent manifest error. The payment amount specified in such notice to the US Borrower shall be due and payable by the US Borrower on the Discounted Prepayment Effective Date in accordance with subsection (F) below (subject to subsection (J) below).

(E) In connection with any Discounted Term Loan Prepayment, the US Borrower and the Lenders acknowledge and agree that the Auction Agent may require as a condition to any Discounted Term Loan Prepayment, the payment of customary fees and expenses from the US Borrower in connection therewith.

(F) If any Term Loan is prepaid in accordance with paragraphs (B) through (D) above, the US Borrower shall prepay such Term Loans on the Discounted Prepayment Effective Date. The US Borrower shall make such prepayment to the Auction Agent, for the account of the Discount Prepayment Accepting Lenders, Participating Lenders, or Qualifying Lenders, as applicable, at the Administrative Agent's office in immediately available funds not later than 2:00 p.m. (New York City time) on the Discounted Prepayment Effective Date and all such prepayments shall be applied to the remaining principal installments of the relevant tranche of Term Loans as directed by the US Borrower (and absent such direction, in direct order of maturity). The Term Loans so prepaid shall be accompanied by all accrued and unpaid interest on the par principal amount so prepaid up to, but not including, the Discounted Prepayment Effective Date. Each prepayment of the outstanding Term Loans pursuant to this Section

2.11(a)(ii) shall be paid to the Discount Prepayment Accepting Lenders, Participating Lenders, or Qualifying Lenders, as applicable. The aggregate principal amount of the tranches and installments of the relevant Term Loans outstanding shall be deemed reduced by the full par value of the aggregate principal amount of the tranches of Term Loans prepaid on the Discounted Prepayment Effective Date in any Discounted Term Loan Prepayment.

(G) To the extent not expressly provided for herein, each Discounted Term Loan Prepayment shall be consummated pursuant to procedures consistent, with the provisions of this Section 2.11(a)(ii), established by the Auction Agent acting in its reasonable discretion and as reasonably agreed by the US Borrower.

(H) Notwithstanding anything in any Loan Document to the contrary, for purposes of this Section 2.11(a)(ii), each notice or other communication required to be delivered or otherwise provided to the Auction Agent (or its delegate) shall be deemed to have been given upon Auction Agent's (or its delegate's) actual receipt during normal business hours of such notice or communication; provided that any notice or communication actually received outside of normal business hours shall be deemed to have been given as of the opening of business on the next Business Day.

(I) The US Borrower and the Lenders acknowledge and agree that the Auction Agent may perform any and all of its duties under this Section 2.11(a)(ii) by itself or through any Affiliate of the Auction Agent and expressly consents to any such delegation of duties by the Auction Agent to such Affiliate and the performance of such delegated duties by such Affiliate. The exculpatory provisions pursuant to this Agreement shall apply to each Affiliate of the Auction Agent and its respective activities in connection with any Discounted Term Loan Prepayment provided for in this Section 2.11(a)(ii) as well as activities of the Auction Agent.

(J) The US Borrower shall have the right, by written notice to the Auction Agent, to revoke in full (but not in part) its offer to make a Discounted Term Loan Prepayment and rescind the applicable Specified Discount Prepayment Notice, Discount Range Prepayment Notice or Solicited Discounted Prepayment Notice therefor at its discretion at any time on or prior to the applicable Specified Discount Prepayment Response Date, Discount Range Prepayment Response Date or Solicited Discounted Prepayment Response Date, as applicable (and if such offer is revoked pursuant to the preceding clauses, any failure by the US Borrower to make any prepayment to a Lender, as applicable, pursuant to this Section 2.11(a)(ii) shall not constitute a Default or Event of Default under Section 7.01 or otherwise).

(K) Each Lender receiving a Specified Discount Prepayment acknowledges and agrees that in connection with such Specified Discount Prepayment, (A) the US Borrower may have, and later may come into possession of, Excluded Information, (B) such Lender has independently and, without reliance on the Parent Companies, the Company, any Subsidiary thereof, the Administrative Agent, the Auction Agent or any of their respective Related Parties, made its own analysis and determination to participate in such assignment notwithstanding such Lender's lack of knowledge of the Excluded Information, (C) none of the Parent Companies, the Company, any Subsidiary thereof or any of their respective Affiliates shall be required to make any representation that it is not in possession of Excluded Information, (D) none of the Parent Companies, the Company, any Subsidiary thereof, the Administrative Agent, the Auction Agent or any of

their respective Related Parties shall have any liability to such Lender, and such Lender hereby waives and releases, to the extent permitted by law, any claims such Lender may have against the Parent Companies, the Company, any Subsidiary thereof, the Administrative Agent, the Auction Agent or any of their respective Related Parties, under applicable laws or otherwise, with respect to the nondisclosure of the Excluded Information and (E) that the Excluded Information may not be available to the Administrative Agent or the other Lenders.

(b) [Reserved.]

(c) In the event and on each occasion that any Net Proceeds are received by or on behalf of the Company or any Restricted Subsidiary in respect of any Prepayment Event, the US Borrower shall, within five Business Days after such Net Proceeds are received (or, in the case of a Prepayment Event described in clause (b) of the definition of the term " Prepayment Event," on the Business Day immediately following such Prepayment Event), prepay Term Borrowings in an aggregate amount equal to the Prepayment Event Percentage of such Net Proceeds; provided that, in the case of any event described in clause (a) of the definition of the term " Prepayment Event" if the Company or any Restricted Subsidiary invests (or commits to invest) the Net Proceeds from such event (or a portion thereof) within 12 months after receipt of such Net Proceeds in assets used or useful (including assets to replace damaged or destroyed assets) in the business of the Company or such Restricted Subsidiary (including any acquisitions permitted under Section 6.04), then no prepayment shall be required pursuant to this paragraph in respect of such Net Proceeds in respect of such event (or the applicable portion of such Net Proceeds, if applicable) except to the extent of any such Net Proceeds therefrom that have not been so invested (or committed to be invested) by the end of such 12-month period (or if committed to be so invested within such 12-month period, have not been so invested within 18 months after receipt thereof), at which time a prepayment shall be required in an amount equal to such Net Proceeds that have not been so invested (or committed to be invested); provided, further, that in the case of any event described in clause (a) of the definition of the term " Prepayment Event", if at the time that any such prepayment would be required hereunder, such Borrower is required to offer to repurchase or prepay any other Indebtedness secured on a *pari passu* basis with the Secured Obligations pursuant to the terms of the documentation governing such Indebtedness with Net Proceeds (such Indebtedness required to be offered to be so repurchased or prepaid, the " Other Applicable Indebtedness"), then such Borrower may apply such Net Proceeds on a *pro rata* basis to the prepayment of the Term Loans and to the repurchase or prepayment of the Other Applicable Indebtedness (determined on the basis of the aggregate outstanding principal amount of the Term Loans and Other Applicable Indebtedness (or accreted amount if such Other Applicable Indebtedness is issued with stated original issue discount) at such time; provided that the portion of such Net Proceeds allocated to the Other Applicable Indebtedness shall not exceed the amount of such Net Proceeds required to be allocated to the Other Applicable Indebtedness pursuant to the terms thereof, and the remaining amount, if any, of such Net Proceeds shall be allocated to the Term Loans in accordance with the terms hereof), and the amount of prepayment of the Term Loans that would have otherwise been required pursuant to this Section 2.11(c) shall be reduced accordingly.

(d) Following the end of each fiscal year of the Company, commencing with the fiscal year ending December 31, 2022, the US Borrower shall prepay Term Borrowings in an aggregate amount equal to the ECF Percentage of Excess Cash Flow for such fiscal year, less the Threshold Excess Cash Flow Payment Amount; provided that, at the option of the US Borrower, such amount shall be further reduced on a dollar-for-dollar basis by the principal amount of all voluntary prepayments or repurchases of Term Loans (including prepayments and repurchases at or below par (but, with respect to repurchases below par, limited to the actual purchase price)), Incremental Equivalent Debt, Incremental Term Loans, Ratio Debt or Permitted Second Priority Refinancing Debt, in each case that is secured on a

pari passu basis with the Term Loans, in each case (x) except to the extent financed with the proceeds of other long-term Indebtedness of the Apex Group and (y) made during the previous fiscal year, to the extent such prepayment did not reduce the payment required pursuant to this Section 2.11(d) with respect to such previous fiscal year, such fiscal year or after the end of such fiscal year but on or prior to the date the mandatory prepayment is required hereunder with respect to such fiscal year (and without duplication of such amounts in subsequent periods). Each prepayment pursuant to this paragraph shall be made on or before the date that is ten (10) Business Days after the date on which financial statements are required to be delivered pursuant to Section 5.01(a) with respect to the fiscal year for which Excess Cash Flow is being calculated.

(e) In the event of any optional prepayment of Borrowings pursuant to this Section 2.11, the US Borrower shall select the Class of Borrowing or Borrowings to be prepaid and, if applicable, such prepayments shall be applied to reduce remaining scheduled amortization payments under the such Class as directed by the US Borrower (and, absent such direction, in direct order of maturity). In the event of any mandatory prepayment, such prepayment will be applied to each outstanding Class of Term Loans on a pro rata basis (or, in the case of a prepayment pursuant to clause (b) of the definition of Prepayment Events (other than as a result of the incurrence of Indebtedness not permitted by Section 6.01), to the Class or Classes of Term Loans selected by the US Borrower), and, with respect to any Class of Term Loans, to scheduled amortization payments thereunder at the direction of the US Borrower and, absent such direction, in direct order of maturity. Notwithstanding anything to the contrary herein, any Lender may elect, by notice to the Administrative Agent in writing no later than two (2) Business Days after the date of such Lender's receipt of notice from the Administrative Agent regarding such prepayment, to decline all (but not part) of any prepayment of its Term Loans pursuant to this Section (other than an optional prepayment pursuant to paragraph (a)(i) of this Section 2.11 or a mandatory prepayment as a result of the Prepayment Event set forth in clause (b) of the definition thereof, which may not be declined), in which case the aggregate amount of the prepayment that would have been applied to prepay Term Loans or Other Term Loans of any such Class but was so declined shall be retained by the US Borrower (such amounts retained by the US Borrower, "Retained Declined Proceeds").

(f) The US Borrower shall notify the Administrative Agent in writing of any prepayment hereunder (i) in the case of prepayment of a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of prepayment (or such later time on such date as the Administrative Agent may agree in its reasonable discretion) or (ii) in the case of prepayment of an ABR Borrowing, not later than 11:00 a.m., New York City time, one Business Day before the date of prepayment (or such later time on such date as the Administrative Agent may agree in its reasonable discretion). Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that a notice of optional prepayment may state that such notice is conditional upon the effectiveness of other credit facilities or the receipt of the proceeds from the issuance of other Indebtedness or the occurrence of some other identifiable event or condition, in which case such notice of prepayment may be revoked, or the effective date thereof may be delayed, by the US Borrower (by notice to the Administrative Agent on or prior to the specified date of prepayment) if such condition is not satisfied. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02, except as necessary to apply fully the required amount of a mandatory prepayment. At the US Borrower's election in connection with any prepayment pursuant to this Section 2.11, such prepayment shall not be applied to any Term Loan of a Defaulting Lender and shall be allocated ratably among the relevant non-Defaulting Lenders.

(g) Notwithstanding any other provisions of Section 2.11(c) or (d), (A) to the extent that and for so long as the US Borrower reasonably determine (in consultation with the Administrative Agent) that (i) any or all of the Net Proceeds of any Prepayment Event by a Foreign Subsidiary giving rise to a prepayment pursuant to Section 2.11(c) or (ii) any portion of Excess Cash Flow giving rise to a prepayment pursuant to Section 2.11(d), in each case, is prohibited, restricted or materially delayed by applicable local law from being repatriated to a Loan Party (the portion of such Net Proceeds or Excess Cash Flow so affected, " Restricted Cash"), such Restricted Cash will not be required to be applied to make a prepayment at the times provided in Section 2.11(c) or (d), as the case may be, and such Restricted Cash may be retained by the applicable Foreign Subsidiary (and for the avoidance of doubt, the Company and the Restricted Subsidiaries shall not be required to increase the amount of mandatory prepayments required to be made under Section 2.11(c) or (d), as the case may be, to offset the application of such limitation and any reduction of mandatory prepayments as a result thereof) so long, but only so long, as applicable local law will not permit the repatriation of such Restricted Cash to a Loan Party; provided that the Company and the US Borrower shall, and shall cause the applicable Foreign Subsidiary to, take commercially reasonable actions required by applicable local law to permit the repatriation of such Restricted Cash to a Loan Party within one year of the required prepayment date under Section 2.11(c) or (d), as the case may be; provided, further, that if such repatriation of such Restricted Cash is permitted under applicable local law (even if such amounts are not actually repatriated), an amount equal to the amount of such Restricted Cash that could be repatriated or is no longer restricted will be promptly (and in any event not later than five Business Days) applied (net of costs and expenses incurred by any Parent Company or any Foreign Subsidiary thereof in connection therewith, and additional Taxes, including, for the avoidance of doubt, any incremental income taxes that will be payable as a result of such repatriation or distribution, including pursuant to tax sharing arrangements or any tax distributions payable or reserved against as a result of repatriation, whether or not a repatriation or distribution actually occurs, but only to the extent not already taken into account in computing the amount of " Net Proceeds") to the repayment of the Term Loans pursuant to Section 2.11(c) or (d), as the case may be, and (B) to the extent and for so long as the US Borrower reasonably determines (in consultation with the Administrative Agent) that repatriation of any Restricted Cash would have a material adverse tax consequence (taking into account any foreign tax credit or benefit actually realized in connection with such repatriation) or cost consequence, such Restricted Cash will not be required to be applied to make a prepayment at the times provided in Section 2.11(c) or (d), as the case may be (and for the avoidance of doubt, the Company and the Restricted Subsidiaries shall not be required to increase the amount of mandatory prepayments required to be made to offset the application of such limitation and any reduction of mandatory prepayments as a result thereof); provided that if the US Borrower determines in good faith that repatriation of any of or all of such Restricted Cash would no longer have a material adverse tax consequence (taking into account any foreign tax credit or benefit actually realized in connection with such repatriation) or cost consequence (even if such cash is not actually repatriated), an amount equal to the amount of such Restricted Cash that could be repatriated or is no longer restricted will be promptly (and in any event not later than five Business Days) applied (net of costs and expenses incurred by any Parent Company, the Company or any Foreign Subsidiary thereof in connection therewith, and additional Taxes, including, for the avoidance of doubt, any incremental income taxes that will be payable as a result of such repatriation or distribution, including pursuant to tax sharing arrangements or any tax distributions payable or reserved against as a result of repatriation, whether or not a repatriation or distribution actually occurs, but only to the extent not already taken into account in computing the amount of " Net Proceeds") to the repayment of the Term Loans pursuant to Section 2.11(c) or (d), as the case may be. For the avoidance of doubt, nothing in this Section 2.11(g) shall require any Parent Company, the Company or any Foreign Subsidiary thereof to cause any amounts to be actually repatriated to the United States (whether or not such amounts are used in or excluded from the determination of the amount of any mandatory prepayments hereunder). The non-application of any such mandatory prepayment amounts as a result of the foregoing provisions will not constitute a Default or an Event of Default and such amounts shall be available by the Company and its Subsidiaries for

working capital purposes not prohibited by this Agreement. Notwithstanding the above, to the extent that any Restricted Cash cannot be repatriated within one year of the required prepayment date under Section 2.11(c) or (d), as the case may be, after use of commercially reasonable efforts to do so, the US Borrower shall be deemed to have complied with their obligations set forth in Sections 2.11(c) and 2.11(d) with respect to such Restricted Cash and no further actions shall be required hereunder with respect thereto.

(h) Notwithstanding anything to the contrary in this Section 2.11, any (x) prepayment or repayment of the **Initial** Term Loans pursuant to Section 2.11(a) or required under Sections 2.11(c) as a result of clause (b) of the definition of " Prepayment Event" or (y) acceleration of **Initial** Term Loans, in either case, shall be accompanied by a fee equal to (i) 3.00% of the principal amount of the **Initial** Term Loans prepaid or accelerated, if such prepayment occurs on or prior to the date that is the first anniversary of the Effective Date, (ii) 2.00% of the principal amount of the **Initial** Term Loans prepaid or accelerated, if such prepayment occurs after the first anniversary of the Effective Date but on or prior to the date that is the second anniversary of the Effective Date and (iii) 1.00% of the principal amount of the **Initial** Term Loans prepaid or accelerated, if such prepayment occurs after the second anniversary of the Effective Date but on or prior to the date that is the third anniversary of the Effective Date. If all or any portion of the **Initial** Term Loans held by any Lender is subject to mandatory assignment pursuant to Section 2.19 on or prior to the third anniversary of the Effective Date, the US Borrower shall pay a prepayment premium equal to (i) 3.00% of the principal amount of such **Initial** Term Loans assigned, if such assignment occurs on or prior to the date that is the first anniversary of the Effective Date, (ii) 2.00% of the principal amount of such **Initial** Term Loans assigned, if such assignment occurs on or prior to the date that is the second anniversary of the Effective Date but after the first anniversary of the Effective Date and (iii) 1.00% of the principal amount of such **Initial** Term Loans assigned, if such assignment occurs on or prior to the date that is the third anniversary of the Effective Date but after the second anniversary of the Effective Date. Any premium required to be paid pursuant to the foregoing shall be due and payable on the date of effectiveness of the prepayment, acceleration or assignment, as applicable.

(i) Notwithstanding anything to the contrary in this Section 2.11, any (x) prepayment or repayment of the Term Loans (other than the Initial Term Loans) pursuant to Section 2.11(a) or required under Sections 2.11(c) as a result of clause (b) of the definition of "Prepayment Event" or (y) acceleration of Term Loans, in either case, shall be accompanied by a fee equal to (i) 2.00% of the principal amount of the Term Loans prepaid or accelerated, if such prepayment occurs on or prior to the date that is the first anniversary of the Effective Date, (ii) 1.00% of the principal amount of the Term Loans prepaid or accelerated, if such prepayment occurs after the first anniversary of the Effective Date but on or prior to the date that is the second anniversary of the Effective Date and (iii) 0.00% of the principal amount of the Term Loans prepaid or accelerated, if such prepayment occurs after the second anniversary of the Effective Date but on or prior to the date that is the third anniversary of the Effective Date. If all or any portion of the Term Loans held by any Lender is subject to mandatory assignment pursuant to Section 2.19 on or prior to the third anniversary of the Effective Date, the US Borrower shall pay a prepayment premium equal to (i) 2.00% of the principal amount of such Term Loans assigned, if such assignment occurs on or prior to the date that is the first anniversary of the Effective Date, (ii) 1.00% of the principal amount of such Term Loans assigned, if such assignment occurs on or prior to the date that is the second anniversary of the Effective Date but after the first anniversary of the Effective Date and (iii) 0.00% of the principal amount of such Term Loans assigned, if such assignment occurs on or prior to the date that is the third anniversary of the Effective Date but after the second anniversary of the Effective Date. Any premium required to be paid pursuant to the foregoing shall be due and payable on the date of effectiveness of the prepayment, acceleration or assignment, as applicable.

(j) ~~(i)~~ Notwithstanding anything herein to the contrary, until the Discharge of Senior Priority Obligations (as defined in the Intercreditor Agreement) has occurred, in no event shall the Loan Parties be required to make any prepayment pursuant to Section 2.11(c) (unless pursuant to clause (b) of the definition of "Prepayment Event") or 2.11(d); *provided* that prior to the Discharge of Senior Priority Obligations (as defined in the Intercreditor Agreement), the US Borrower shall be required to apply any declined proceeds under the First Lien Facilities to prepay the Term Loans, subject to the right of Lenders to decline such prepayment as provided in clause (e) above (it being understood that such prepaid amounts shall not be subject to Section 2.11(h) **with respect to the Initial Term Loans and 2.11(i) for the Term Loans, other than the Initial Terms Loans**); *provided, further*, that such prepayment shall only be required to the extent of the amount of such declined proceeds.

Section 2.12 Fees.

The US Borrower shall pay all fees owing under the Administrative Agent Fee Letter upon the applicable dates stipulated therein for payment thereof, as well as any other fees payable in connection with the funding of the Term Loans on the Effective Date.

Section 2.13 Interest.

(a) The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each Eurodollar Borrowing shall bear interest at the Eurodollar Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) Notwithstanding the foregoing, after the occurrence and during the continuation of any Specified Event of Default, overdue principal of, interest on or fees with respect to any Loan shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2.00% per annum plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or (ii) in the case of overdue interest or fees, 2.00% per annum plus the rate applicable to the Loans with respect to which such interest or fees has accrued; provided that no amount shall be payable pursuant to this Section 2.13(e) to a Defaulting Lender so long as such Lender shall be a Defaulting Lender; provided, further, that no amounts shall accrue pursuant to this Section 2.13(e) on any overdue amount payable to a Defaulting Lender so long as such Lender shall be a Defaulting Lender.

(d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan; provided that (i) interest accrued pursuant to paragraph (e) of this Section 2.13 shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurodollar Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) Interest computed by reference to the Eurodollar Rate shall be computed on the basis of a year of 360 days. Interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on Bank of America's " prime rate" shall be computed on the basis of a year of 365 days (or 366 days in a leap year). In each case interest shall be payable for the actual number of days elapsed (including the first day but excluding the last day). All interest hereunder on any Loan shall be computed on a daily basis based upon the outstanding principal amount of such Loan as of the applicable date of determination. The applicable Alternate Base Rate or Eurodollar Rate shall be

determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

Section 2.14 Alternate Rate of Interest. Notwithstanding anything to the contrary herein or in any other Loan Document:

(i) On March 5, 2021 the Financial Conduct Authority ("***FCA***"), the regulatory supervisor of LIBOR's administrator ("***IBA***"), announced in a public statement the future cessation or loss of representativeness of overnight/Spot Next, 1-week, 1-month, 2-month, 3-month, 6-month and 12- month U.S. dollar LIBOR tenor settings. On the earliest of (A) the date that all Available Tenors of U.S dollar LIBOR have permanently or indefinitely ceased to be provided by IBA or have been announced by the FCA pursuant to public statement or publication of information to be no longer representative, (B) June 30, 2023 and (C) the Early Opt-in Effective Date in respect of a SOFR Early Opt-in, if the then-current Benchmark is LIBOR, the Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to this Agreement or any other Loan Document. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

(ii) *(x)* Upon (A) the occurrence of a Benchmark Transition Event or (B) a determination by the Administrative Agent that neither of the alternatives under clause (1) of the definition of Benchmark Replacement are available, the Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders (and any such objection shall be conclusive and binding absent manifest error); provided that solely in the event that the then-current Benchmark at the time of such Benchmark Transition Event is not a SOFR-based rate, the Benchmark Replacement therefor shall be determined in accordance with clause (1) of the definition of Benchmark Replacement unless the Administrative Agent determines that neither of such alternative rates is available.

(y) On the Early Opt-in Effective Date in respect of an Other Rate Early Opt-in, the Benchmark Replacement will replace LIBOR for all purposes hereunder and under any Loan Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to this Agreement or any other Loan Document.

(iii) At any time that the administrator of the then-current Benchmark has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the regulatory supervisor for the administrator of such Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, the US Borrower may revoke any request for a borrowing of, conversion to or continuation of Loans to be made, converted or continued that would bear interest by reference to such Benchmark until the US Borrower's receipt of notice from the

Administrative Agent that a Benchmark Replacement has replaced such Benchmark, and, failing that, the US Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to ABR Loans. During the period referenced in the foregoing sentence, the component of Alternate Base Rate based upon the Benchmark will not be used in any determination of Alternate Base Rate.

(iv) In connection with the implementation and administration of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

(v) The Administrative Agent will promptly notify the US Borrower and the Lenders of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by the Administrative Agent pursuant to this Section 2.14(c), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 2.14(c).

(vi) At any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including Term SOFR or LIBOR), then the Administrative Agent may remove any tenor of such Benchmark that is unavailable or non-representative for Benchmark (including Benchmark Replacement) settings and (B) the Administrative Agent may reinstate any such previously removed tenor for Benchmark (including Benchmark Replacement) settings.

Section 2.15 Increased Costs.

(a) 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 by, any Lender (except any such reserve requirement reflected in the Eurodollar Rate); or

(ii) subject any Lender to any Taxes (other than (A) Indemnified Taxes or (B) Excluded Taxes) on its loans, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender;

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 (or of maintaining its obligation to make any such Loan), then, from time to time upon request of such Lender, the US Borrower will pay to such Lender such additional

amount or amounts as will compensate such Lender for such increased costs actually incurred or reduction actually suffered.

(b) If any Lender determines that any Change in Law regarding liquidity or capital requirements has the effect of reducing the rate of return on such Lender's liquidity or capital or on the liquidity or capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by, such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then, from time to time upon request of such Lender, the US Borrower will pay to such Lender, such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction actually suffered. Notwithstanding the foregoing, this paragraph will not apply to (A) Indemnified Taxes or (B) Excluded Taxes.

(c) A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company in reasonable detail, as the case may be, as specified in paragraph (a) or (b) of this Section 2.15 delivered to the US Borrower shall be conclusive absent manifest error. The US Borrower shall pay such Lender, as the case may be, the amount shown as due on any such certificate within 30 days after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that no Borrower shall be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than 180 days prior to the date that such Lender, as the case may be, notifies the US Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided, further, that if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(e) Notwithstanding any other provision of this Section, (i) any Lender shall only be permitted to demand compensation for any increased cost or reduction pursuant to this Section 2.15 if such costs would have been otherwise been imposed under this Section 2.15 and then only to the extent applicable and only to the extent such Lender certifies that it is imposing such charges on similarly situated borrowers under comparable other syndicated credit facilities with respect to which such Lender is a lender to and (ii) requests for additional payments under this Section 2.15 in connection with market disruptions shall be limited to circumstances generally affecting the banking market and with respect to which the Required Lenders have made such a request.

Section 2.16 Break Funding Payments. (a) In the event of (i) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or an optional or mandatory prepayment of Loans), (ii) the conversion of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (iii) the failure to borrow, convert, continue or prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.11(f) and is revoked in accordance therewith) or (iv) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the US Borrower pursuant to Section 2.19 or Section 9.02(c), then, in any such event, the US Borrower shall, after receipt of a written request by any Lender affected by any such event (which request shall set forth in reasonable detail the basis for requesting such amount), compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Eurodollar Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (x) the amount of interest

which would have accrued on the principal amount of such Loan had such event not occurred, at the Eurodollar Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (y) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for deposits of a comparable amount and period from other banks in the applicable offshore interbank market, whether or not such Eurodollar Loan was in fact so funded. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.16 delivered to the US Borrower shall be conclusive absent manifest error. The US Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt of such demand.

(b) [Reserved.]

Section 2.17 Taxes.

(a) Except as required by applicable Requirements of Law, any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made free and clear of and without deduction or withholding for any Taxes; provided that if any applicable withholding agent shall be required by applicable Requirements of Law (as determined in the good faith discretion of the applicable withholding agent) to deduct or withhold any Taxes from such payments, then (i) if such Taxes are Indemnified Taxes, the amount payable by the applicable Loan Party shall be increased as necessary so that after all required deductions have been made (including deductions applicable to additional amounts payable under this Section 2.17) the Lender (or, in the case of amounts received by the Administrative Agent for its own account, the Administrative Agent) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable withholding agent shall make such deductions and (iii) the applicable withholding agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Requirements of Law.

(b) Without limiting the provisions of paragraph (a) above and without duplication of any amounts payable pursuant to this Section 2.17, the US Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with the Requirements of Law or at the request of the Administrative Agent, timely reimburse it for the payment of any such Other Taxes.

(c) Without duplication of any additional amounts paid under Section 2.17(a) or (b), the US Borrower shall indemnify the Administrative Agent and each Lender, within 30 days after written demand therefor, for the full amount of any Indemnified Taxes paid or payable by the Administrative Agent or such Lender as the case may be, or imposed or asserted on or with respect to any payment by or on account of any obligation of any Loan Party under, or otherwise with respect to, any Loan Document or activities related thereto (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.17), 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 setting forth in reasonable detail the basis and calculation of the amount of such payment or liability delivered to the US Borrower by a Lender with a copy to the Administrative Agent, or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) [Reserved].

(e) As soon as practicable after any payment of Indemnified Taxes by a Loan Party to a Governmental Authority, the US Borrower shall deliver to the Administrative Agent the original or a

certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) Each Lender shall, at such times as are reasonably requested by US Borrower or the Administrative Agent, provide the US Borrower and the Administrative Agent with any properly completed and executed documentation as will permit any payments made under any Loan Document to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the US Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the US Borrower or the Administrative Agent as will enable the US Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting. Each such Lender shall, whenever a lapse in time or change in circumstances renders such documentation expired, obsolete or inaccurate in any respect, deliver promptly to the US Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the applicable withholding agent) or promptly notify the US Borrower and the Administrative Agent in writing of its legal ineligibility to do so. Notwithstanding anything to the contrary in the preceding three sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.17(f)(i), (f)(ii) and (f)(iii) 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.

Without limiting the generality of the foregoing:

(i) Each Lender that is a United States person (as defined in Section 7701(a)(30) of the Code) shall deliver to the US Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement (and from time to time thereafter upon the reasonable request of the US Borrower) two properly completed and duly signed original copies of Internal Revenue Service Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal backup withholding tax.

(ii) Each Non-US Lender shall, to the extent it is legally eligible to do so, deliver to the US Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement (and from time to time thereafter upon the reasonable request of the US Borrower or the Administrative Agent), two properly completed and duly signed original copies of the applicable Internal Revenue Service Form W-8 certifying as to such Lender's non-U.S. status.

(iii) Such Lender shall deliver to the US Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the US Borrower or the Administrative Agent such documentation prescribed by applicable Requirements of Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the US Borrower or the Administrative Agent as may be necessary for the US Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender or Administrative Agent has or has not complied with such Lender or Administrative Agent's obligations under FATCA and, if necessary, to determine the amount to deduct and withhold from such payment. For the purposes of this clause (iii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iv) Notwithstanding anything in this Section 2.17(f) to the contrary, no Lender shall be required to provide any documentation that it is legally ineligible to provide.

(v) Each Lender hereby authorizes the Administrative Agent to deliver to the Loan Parities and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to this Section 2.17(f).

(g) [Reserved.]

(h) If the Administrative Agent or a Lender 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 the US Borrower or with respect to which the US Borrower have paid additional amounts pursuant to this Section 2.17, it shall pay over such refund to the US Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the US Borrower under this Section 2.17 with respect to the Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses (including Taxes) of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the US Borrower, upon the request of the Administrative Agent or such Lender, agree promptly to repay the amount paid over to the US Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.17(h), in no event will the Administrative Agent or such Lender be required to pay any amount to the US Borrower pursuant to this Section 2.17(h) the payment of which would place the Administrative Agent or such Lender in a less favorable net after-Tax position than the Administrative Agent or such Lender would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section 2.17(h) shall not be construed to require the Administrative Agent or any Lender to make available its Tax returns (or any other information relating to Taxes which it deems confidential) to any Loan Party or any other person.

(i) The agreements in this Section 2.17 shall survive resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender and the occurrence of the Termination Date.

(j) [Reserved.]

Section 2.18 Payments Generally; Pro Rata Treatment; Sharing of Setoffs.

(a) The US Borrower shall make each payment required to be made by it under any Loan Document (whether of principal, interest, fees or of amounts payable under Sections 2.15, 2.16, 2.17, or otherwise) prior to the time expressly required hereunder or under such other Loan Document for such payment (or, if no such time is expressly required, prior to 2:00 p.m., New York City time (or such later time on the date when due as the Administrative Agent may agree in its reasonable discretion)), on the date when due, in immediately available funds, without condition or deduction for any counterclaim, recoupment or setoff. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to such account as may be specified by the Administrative Agent shall be made as expressly provided herein and except that payments pursuant to Sections 2.15, 2.16, 2.17 and 9.03 shall be made directly to the Persons entitled thereto and payments pursuant to other Loan Documents shall be made to the Persons specified therein. The Administrative Agent shall distribute any such payments received by it for the account of any other

Person to the appropriate recipient promptly following receipt thereof. Except as otherwise provided herein, if any payment under any Loan Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day. If any payment becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate for the period of such extension. All payments or prepayments of any Loan (and any fees payable with respect to a Loan (as opposed to a Commitment)) shall be made in dollars, all payments of accrued interest payable on a Loan shall be made in dollars, and all other payments under each Loan Document shall, except as expressly set forth herein or therein, be made in dollars.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) 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 its Term Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Term Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Term Loans to the extent necessary 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 Term Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest and (ii) the provisions of this paragraph shall not be construed to apply to (A) any payment made by the US 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), (B) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or Participant or (C) any disproportionate payment obtained by a Lender of any Class as a result of the extension by Lenders of the maturity date or expiration date of some but not all Loans of that Class pursuant to an offer open to all Lenders of such Class or any increase in the Applicable Rate in respect of Loans of Lenders that have consented to any such extension. The US Borrower consent to the foregoing.

(d) Unless the Administrative Agent shall have received notice from the US Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the US Borrower will not make such payment, the Administrative Agent may assume that such Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption and in its sole discretion, distribute to the Lenders the amount due. In such event, if such Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender 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.

Section 2.19 Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.15, or if the US Borrower are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17 or any event gives rise to the operation of Section 2.23, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder affected by such event, or to assign and delegate its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the judgment of such Lender, such designation or assignment and delegation (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or Section 2.17 or mitigate the applicability of Section 2.23, as the case may be, and (ii) would not subject such Lender to any unreimbursed cost or expense reasonably deemed by such Lender to be material and would not be inconsistent with the internal policies of, or otherwise be disadvantageous in any material economic, legal or regulatory respect to, such Lender.

(b) If (i) any Lender requests compensation under Section 2.15 or gives notice under Section 2.23, (ii) the US Borrower is required to pay any additional amount to any Lender or to any Governmental Authority for the account of any Lender pursuant to Section 2.17 or (iii) any Lender is a Defaulting Lender, then the US Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, either (x) require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement and the other Loan Documents to an Eligible Assignee selected by the US Borrower that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment and delegation); provided that (A) the US Borrower shall have received the prior written consent of the Administrative Agent to the extent such consent would be required under Section 9.04(b) for an assignment of Loans or Commitments, as applicable which consents, in each case, shall not unreasonably be withheld, conditioned or delayed, (B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans accrued but unpaid interest thereon, accrued but unpaid fees and all other amounts payable to it hereunder from the assignee (to the extent of such outstanding principal) or the US Borrower (in the case of all other amounts), (C) the US Borrower or such assignee shall have paid (unless waived) to the Administrative Agent the processing and recordation fee specified in Section 9.04(b)(i) and (D) in the case of any such assignment resulting from a claim for compensation under Section 2.15, or payments required to be made pursuant to Section 2.17 or a notice given under Section 2.23, such assignment will result in a material reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise (including as a result of any action taken by such Lender under paragraph (a) above), the circumstances entitling the US Borrower to require such assignment and delegation cease to apply or (y) terminate the Commitments and repay the Loans of such Lender; provided such Lender shall have received payment of an amount equal to the outstanding principal of its Loans accrued but unpaid interest thereon, accrued but unpaid fees and all other amounts payable to it hereunder from the US Borrower. Each Lender hereby irrevocably appoints the Administrative Agent (such appointment being coupled with an interest) as such Lender's attorney-in-fact, with full authority in the place and stead of such Lender and in the name of such Lender, from time to time in the Administrative Agent's discretion, with prior written notice to such Lender, to take any action and to execute any such Assignment and Assumption or other instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of this clause (b).

Section 2.20 Incremental Credit Extensions.

(a) At any time and from time to time after the Effective Date, subject to the terms and conditions set forth herein, the US Borrower may, by notice to the Administrative Agent (whereupon the Administrative Agent shall promptly make available such notice to each of the Lenders) request one

or more additional tranches of term loans (an " Incremental Term Facility") and/or increase the principal amount of the Term Loans of any Class by requesting new term loan commitments to be added to such Loans (an " Incremental Term Increase", and together with any Incremental Term Facility, the " Incremental Term Loans" **and the "Incremental Facilities", as applicable**); provided that, after giving effect to the effectiveness of any Incremental Facility Amendment referred to below and at the time that any such Incremental Term Loan is made or effected, no Event of Default shall have occurred and be continuing (subject to Section 1.06 in the case of any Incremental Facilities incurred in connection with a Limited Condition Transaction) and, in connection with any Investment not prohibited under this Agreement, any bring-down of representations and warranties in connection with any Incremental Facility may be subject only to customary " specified representations" in the applicable documentation governing such Incremental Facility (it being agreed that the Specified Representations are customary). Notwithstanding anything to contrary herein **(but subject to Section 1.06 in the case of any 2021 Incremental Term Loan incurred in connection with a Limited Condition Transaction)**, at the time of the incurrence thereof and after giving Pro Forma Effect thereto, the aggregate principal amount of Indebtedness outstanding in reliance on this Section 2.20 shall not exceed the Incremental Cap at such time. Each Incremental Facility shall be in a minimum principal amount of $25.0 million in the case of ~~USD~~ Loans and integral multiples of $100,000 in the case of ~~USD~~ Loans in excess thereof (unless the US Borrower and the Administrative Agent otherwise agree); provided that such amount may be less than $25.0 million in the case of ~~USD~~ Loans if such amount represents all the remaining availability under the aggregate principal amount of Incremental Facilities set forth above.

(b) The Incremental Term Loans (i) (A) shall rank equal or subordinate in right of payment with the Term Loans, (B) if secured, shall only be secured by all or a portion of the assets securing the Secured Obligations (unless such assets shall substantially concurrently become a part of the Collateral) by a Lien on the Collateral that ranks *pari passu* with or junior in priority (or is otherwise subordinated) to the Lien securing the Term Loans and (C) may not be Guaranteed by any entity that is not a Loan Party (unless such person shall substantially concurrently become a Loan Party hereunder pursuant to Section 5.11), (ii) other than with respect to Incremental Maturity Extension Excluded Indebtedness, shall not mature earlier than (A) to the extent such Incremental Term Loans are secured by a Lien on the Collateral, the Latest Maturity Date or (B) to the extent such Incremental Term Loans are unsecured, the date that is 91 days after the Latest Maturity Date; provided that this clause (ii) shall not apply to any customary bridge facility so long as the long-term Indebtedness into which such customary bridge facility is to be converted satisfies the foregoing limitations, (iii) other than with respect to Incremental Maturity Extension Excluded Indebtedness, shall not have a shorter Weighted Average Life to Maturity than the remaining Term Loans (without giving effect to any prepayments); provided that this clause (iii) shall not apply to any customary bridge facility so long as the long-term Indebtedness into which such customary bridge facility is to be converted satisfies the foregoing limitations, (iv) shall have an amortization schedule (subject to clause (iii)), and interest rates (including through fixed interest rates), interest margins, interest rate floors, upfront fees, funding discounts, original issue discounts and prepayment terms and premiums for such Incremental Term Loans as determined by the US Borrower and the lenders of such Incremental Term Loans; provided that, other than with respect to any MFN Adjustment Excluded Indebtedness, in the event that the All-In Yield of any Incremental Term Loans denominated in the same currency is greater than the applicable All-In Yield of the applicable Initial Term Loans **or 2021 Incremental Term Loans** by more than 0.50% per annum, then the All-In Yield of the applicable Initial Term Loans **or 2021 Incremental Term Loans** shall be increased to the extent necessary so that the All-In Yield of such Term Loans is equal to the All-In Yield of such Incremental Term Loans minus 0.50% per annum (provided that any interest rate floor applicable to the applicable Initial Term Loans **or 2021 Incremental Term Loans, as applicable,** shall be increased to an amount not to exceed the interest rate floor applicable to such Incremental Term Loans prior to any increase in the Applicable Rate applicable to the applicable Initial Term **Loans or 2021 Incremental Term** Loans) (" MFN Adjustment"), (v) to the extent applicable, the Administrative Agent or, if applicable other Senior

Representative acting on behalf of the holders of such Indebtedness, shall be or shall have become party to the Intercreditor Agreement, the Pari Passu Intercreditor Agreement and/or an intercreditor or subordination agreement reasonably satisfactory to the Administrative Agent and the US Borrower and (vi) may otherwise have terms and conditions different from those of the Term Loans; provided that (x) except with respect to matters contemplated by clauses (ii), (iii) and (iv) above, any Incremental Term Facility shall be on terms and pursuant to documentation as agreed to by the US Borrower and the lenders providing such Incremental Facility and (y) the terms and documentation governing such Incremental Facility shall be no more favorable to the lenders providing such Incremental Facility, in their capacities as such, taken as a whole, than the Term Loans (subject to clause (iv) above), as determined in good faith by the US Borrower, unless (A) such terms are on market terms at the time of establishment of such Incremental Term Facility, as determined in good faith by the US Borrower, (B) such terms are reasonably acceptable to the Administrative Agent or (C) such terms are (1) to the extent more favorable to such lenders than the terms hereunder, added for the benefit of the Lenders under the Loan Documents (but excluding any terms applicable after the Latest Maturity Date as of the date of incurrence of such Indebtedness), in which case no consent shall be required from the Administrative Agent or any of the Lenders, or (2) only applicable after the Latest Maturity Date as of the date of incurrence of such Indebtedness.

(c) [Reserved.]

(d) [Reserved.]

(e) [Reserved.]

(f) Any Incremental Facility may provide for the ability to participate on a pro rata basis or less than pro rata basis in any mandatory prepayments of the Term Loans, but shall not be on a greater than pro rata basis (other than with respect to prepayments constituting Credit Agreement Refinancing Indebtedness).

(g) The consent of the Administrative Agent (not to be unreasonably conditioned, withheld or delayed) shall be required with respect to the identity of any Person that is to be a Lender of any Incremental Term Loans to the extent such consent would be required for an assignment of such Term Loan or Commitment to such Lender pursuant to Section 9.04.

(h) Commitments in respect of Incremental Term Loans pursuant to this Agreement shall become Commitments under this Agreement pursuant to an amendment (an " Incremental Facility Amendment") to this Agreement and, as appropriate, the other Loan Documents, executed by Holdings and the Loan Parties, each Lender agreeing to provide such Commitment, if any, each Additional Lender, if any, and the Administrative Agent. An Incremental Facility may be provided, subject to the prior written consent of the US Borrower, by any existing Lender (it being understood that no existing Lender shall have the right to participate in any Incremental Facilities or, unless it agrees, be obligated to provide any Incremental Facilities) or by any Additional Lender. Incremental Term Loans incurred pursuant to this Agreement shall be a " Loan" for all purposes of this Agreement and the other Loan Documents. The Incremental Facility Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the US Borrower, to effect the provisions of this Section 2.20. The conditions to the effectiveness of any Incremental Facility Amendment and the occurrence of any credit event (including the making of a Loan and the issuance, increase in the amount) pursuant to such Incremental Facility Amendment shall be subject to the satisfaction of such conditions, including as to the timing of any such condition (as between being made upon execution of an Incremental Facility Amendment with respect thereto or upon the occurrence of any credit event thereunder) and the scope of

any representations and warranties to be made to the Lenders and/or Additional Lenders thereunder, as the parties thereto shall agree. The US Borrower will use the proceeds of the Incremental Term Loans for any purpose not prohibited by this Agreement.

(i) This Section 2.20 shall supersede any provisions in Section 2.18 or Section 9.02 to the contrary.

Section 2.21 Refinancing Amendments; Maturity Extension.

(a) At any time after the Effective Date, the US Borrower may obtain, from any Lender (in such Lender's sole discretion) or any Additional Lender, Credit Agreement Refinancing Indebtedness in respect of all or any portion of the Term Loans then outstanding under this Agreement in the form of Other Term Loans or Other Term Commitments in each case pursuant to a Refinancing Amendment. Each Class of Credit Agreement Refinancing Indebtedness incurred under this Section 2.21 shall be in an aggregate principal amount that is (x) not less than $25.0 million in the case of Other Term Loans and (y) an integral multiple of $1.0 million in excess thereof (unless such amount represents the total outstanding amount of the Refinanced Debt). The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Refinancing Amendment. Each of the parties hereto hereby agrees that, upon the effectiveness of any Refinancing Amendment, this Agreement and the other Loan Documents shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Credit Agreement Refinancing Indebtedness incurred pursuant thereto (including any amendments necessary to treat the Loans and Commitments subject thereto as Other Term Loans and/or Other Term Commitments). Any Refinancing Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the US Borrower, to effect the provisions of this Section. The consent of the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed) shall be required with respect to any Lender or Additional Lender providing any Other Term Loans pursuant to this Section 2.21(a) to the same extent as would be required for an assignment of a Term Loan or Commitment to such Person pursuant to Section 9.04.

(b) At any time after the Effective Date, the US Borrower and any Lender (in such Lender's sole discretion) may agree, by notice to the Administrative Agent (such notice, an "Extension Notice"), to extend the maturity date of such Lender's Term Loans to the extended maturity date stated in such Extension Notice pursuant to one or more written offers made from time to time by the US Borrower to all of the Lenders under any Class that is proposed to be extended pursuant to the terms of this Section 2.21 and on the same terms and conditions to each such Lender. In connection with each such extension, the US Borrower will provide notifications to the Administrative Agent (for distribution to the Lenders of the applicable Class), of the requested new maturity date for the extended Loans of each such Class and the due date for Lender responses. In connection with any such extension, each Lender of the applicable Class wishing to participate in such extension shall, prior to such due date, provide the Administrative Agent with a written notice thereof in a form reasonably satisfactory to the Administrative Agent. Any Lender that does not respond to an extension offer by the applicable due date shall be deemed to have rejected such extension. After giving effect to any extension, the Loans so extended shall cease to be a part of the Class they were a part of immediately prior to the extension and shall be a new Class hereunder.

(c) This Section 2.21 shall supersede any provisions in Section 2.18 or Section 9.02 to the contrary.

Section 2.22 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 Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of the term "Required Lenders" and Section 9.02.

(ii) Reallocation of Payments. Subject to the last sentence of Section 2.11(f), any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VII or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender pursuant to Section 9.08), 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 that Defaulting Lender to the Administrative Agent hereunder; second, as the US Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; third, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; fourth, so long as no Default or Event of Default exists, to the payment of any amounts owing to the US Borrower as a result of any judgment of a court of competent jurisdiction obtained by the US Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and fifth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction. 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 shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(b) [Reserved.]

(c) Defaulting Lender Cure. If the US Borrower and the Administrative Agent agree in writing in their sole discretion that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, such Lender will, to the extent applicable, purchase that portion of outstanding Loans of the other Lenders, whereupon that 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 US Borrower while that Lender was a Defaulting Lender; provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

Section 2.23 [Reserved].

Section 2.24 Segregated Acquisition Amount. Each member of the Apex Group shall have the option from time to time to incur Indebtedness permitted under Section 6.01 (including the Initial Term Loans) and deposit all or a portion of the proceeds of such Indebtedness (each, together with the Initial Segregated Acquisition Amount, a "Segregated Acquisition Amount") into a deposit account, which deposit account, subject to Schedule 5.15, shall be maintained with and subject to the "control" of

the First Lien Agent (subject to the consent of the First Lien Agent in its sole discretion) or with a third-party escrow agent reasonably acceptable to the First Lien Agent (who may be the lender with respect to the Indebtedness incurred to fund such Segregated Acquisition Amount) (each, together with the Initial Segregated Acquisition Amount Deposit Account, a " Segregated Acquisition Amount Deposit Account").

(b) Each release of any Segregated Acquisition Amount from a Segregated Acquisition Amount Deposit Account in accordance with the Borrower Representative's direction (other than release and disbursement pursuant to Section 2.24(c) below or on the relevant Segregated Acquisition Amount Termination Date) is subject to the satisfaction (or waiver in accordance with and under the First Lien Credit Agreement) of each of the following conditions:

(i) The proceeds to be released shall be used to (A) consummate a Specified Acquisition or other Permitted Acquisition or similar Investment and pay related fees and expenses substantially concurrently with such release, (B) repay any outstanding Permitted First Priority Debt (or replenish cash on hand applied) to consummate a Permitted Acquisition or similar Investment or (C) pay earn-out or similar deferred consideration in respect of any Permitted Acquisition or similar Investment;

(ii) As of the date of such release, the relevant member of the Apex Group would be permitted under Section 6.01 to incur the Indebtedness from which such proceeds derived (in a principal amount equal to the released amount); and

(iii) At the request of the First Lien Agent, the US Borrower and the Irish Borrower shall deliver a certificate of a Responsible Officer to the First Lien Agent (with a copy promptly delivered to the Administrative Agent) requesting such release and certifying that the conditions set forth in the section of the First Lien Credit Agreement corresponding to this Section 2.24(b) have been satisfied or waived.

(c) Each release of the Initial Segregated Acquisition Amount from the Initial Segregated Acquisition Amount Deposit Account in accordance with the Borrower Representative's direction (other than release and disbursement on the relevant Segregated Acquisition Amount Termination Date) is subject to the satisfaction (or waiver in accordance with and under the First Lien Credit Agreement) of each of the following conditions:

(i) The proceeds to be released shall be used to (A) consummate a Specified Acquisition and pay related fees and expenses substantially concurrently with such release, (B) repay any outstanding Permitted First Priority Debt or replenish cash on hand applied to consummate the Specified Acquisition or (C) pay earn-out or similar deferred consideration in respect of any Specified Acquisition; and

(ii) At the request of the First Lien Agent, the US Borrower and the Irish Borrower shall deliver a certificate of a Responsible Officer to the First Lien Agent (with a copy promptly delivered to the Administrative Agent) requesting such release and certifying that the conditions set forth in the section of the First Lien Credit Agreement corresponding to this Section 2.24(c) have been satisfied or waived.

(d) Upon the relevant Segregated Acquisition Amount Termination Date, the applicable Segregated Acquisition Amount remaining in the applicable Segregated Acquisition Amount Deposit Account shall be (i) if such Segregated Acquisition Amount was funded with the proceeds of any First Lien Term Loans, used to prepay the outstanding First Lien Term Loans on a pro rata basis, (ii) if

such Segregated Acquisition Amount was funded with the proceeds of any First Lien Revolving Loans, used to prepay the outstanding First Lien Revolving Loans on a pro rata basis, (iii) if such Segregated Acquisition Amount was funded with the proceeds of any Term Loans, used to prepay the outstanding Term Loans on a pro rata basis or (iv) otherwise applied to repay the Indebtedness that was incurred to obtain such Segregated Acquisition Amount in accordance with its terms. Upon receipt of any such remaining Segregated Acquisition Amount, the applicable administrative agent for such Indebtedness shall disburse such proceeds to the applicable lenders.

(e) Incremental Term Loans the proceeds of which are on deposit in a Segregated Acquisition Amount Deposit Account shall be deemed not to be outstanding for the purpose of any determination of Required Lenders or Required Class Lenders.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

On the dates and to the extent required pursuant to Sections 4.01 or 4.02, as applicable, the Company, the US Borrower and Holdings, only to the extent set forth in this Article III, each represents and warrants to the Lenders that:

Section 3.01 Organization; Powers. Holdings, the Company and each Restricted Subsidiary (i) is duly incorporated or organized, validly existing and in good standing (to the extent such concept exists in the relevant jurisdictions) under the laws of the jurisdiction of its organization, (ii) (subject to the Legal Reservations) has the corporate or other organizational power and authority (A) to carry on its business as now conducted and as currently proposed to be conducted, (B) to execute, deliver and perform its obligations under each Loan Document to which it is a party and (C) to effect the Financing Transactions, and (iii) (subject to the Legal Reservations) is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, in each case with respect to the foregoing clauses (i) (other than with respect to the Loan Parties), (ii) (other than with respect to the Loan Parties) and (iii), except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.02 Authorization; Enforceability. The Financing Transactions to be entered into by Holdings and each Loan Party have been duly authorized by all necessary corporate, limited liability company or other organizational action, and, if required by Holdings' or such Loan Party's Organizational Documents, action by the holders of such Loan Party's Equity Interests. This Agreement has been duly executed and delivered by Holdings, the Company and the US Borrower and each other Loan Document to which Holdings or any Loan Party is a party has been duly executed and delivered by Holdings or such Loan Party. This Agreement and each other Loan Document to which Holdings or any Loan Party is a party constitutes a legal, valid and binding obligation of Holdings, the Company, the US Borrower or such Loan Party, as the case may be, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to the Legal Reservations and general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 3.03 Governmental Approvals; No Conflicts. The Financing Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or other Person, except such as have been obtained or made (or as will be obtained or made on the Effective Date) and are in full force and effect and except filings necessary to perfect Liens created under the Loan Documents (including in respect of the English Guarantors and the English Security Documents, filing with the Registrar of Companies at Companies House), (b) will not

violate (i) the Organizational Documents of, or (ii) any Requirements of Law applicable to, Holdings, the Company or any Restricted Subsidiary, (c) will not violate or result in a default under any Contractual Obligation of Holdings, the Company or any Restricted Subsidiary or their respective assets, or give rise to a right thereunder to require any payment, repurchase or redemption to be made by Holdings, the Company or any Restricted Subsidiary, or give rise to a right of, or result in, termination, cancellation or acceleration of any obligation thereunder or (d) will not result in the creation or imposition of any Lien on any asset of Holdings, the Company or any Restricted Subsidiary, except Liens created under the Loan Documents, in each case with respect to the foregoing clauses (a), (b)(ii) and (c), except to the extent that the failure to obtain or make such consent, approval, registration, filing or action, or such violation, default or right, as the case may be, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Section 3.04 Financial Condition; No Material Adverse Effect.

(a) The Audited Financial Statements and the Unaudited Financial Statements fairly present in all material respects the financial condition of the Parent and its Subsidiaries on a consolidated basis as of the dates thereof and their results of operations for the periods covered thereby in accordance with IFRS consistently applied throughout the periods covered thereby, except as otherwise expressly noted therein and subject, in the case of the Unaudited Financial Statements, to normal year-end adjustments and the absence of footnotes.

(b) [Reserved].

(c) Since December 31, 2020, there has been no event, development or circumstance that, either individually or in the aggregate, has had, or could reasonably be expected to have, a Material Adverse Effect.

Section 3.05 Properties. Each of the Company and the Restricted Subsidiaries has good title to, or valid leasehold interests in, all its real and personal property material to its business, if any, free and clear of all Liens except for Liens permitted by Section 6.02.

Section 3.06 Litigation and Environmental Matters.

(a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of Holdings, the Company or the US Borrower, threatened in writing against or affecting Holdings, the Company or any Restricted Subsidiary that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) Except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, each of Holdings, the Company or any Restricted Subsidiary (i) is in compliance with applicable Environmental Laws, and has obtained and maintained and is in compliance with any permit, license or other approval required under any Environmental Law, (ii) has, to the knowledge of Holdings, the Company or the US Borrower, not become subject to any Environmental Liability, (iii) has not received written notice of any unresolved claim with respect to any Environmental Liability or (iv) has, to the knowledge of Holdings, the Company or the US Borrower, any basis to reasonably expect that Holdings, the Company or any Restricted Subsidiary will become subject to any Environmental Liability.

Section 3.07 Compliance with Laws and Agreements. Each of Holdings, the Company and the Restricted Subsidiaries is in material compliance with (i) its Organizational Documents, (ii) all Requirements of Law applicable to it or its property and (iii) all indentures and other

agreements and instruments binding upon it or its property, except, in the case of clauses (i) and (i) of this Section 3.07(a), where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.08 Investment Company Status. None of Holdings or any Loan Party is required to register as an " investment company" as defined in the Investment Company Act.

Section 3.09 Taxes. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company and each Restricted Subsidiary (a) have timely filed or caused to be filed all income and other material Tax returns and reports required to have been filed (including in the capacity of a withholding agent) and (b) have paid or caused to be paid all income and other material Taxes levied or imposed on their properties, income or assets (whether or not shown on a Tax return), except any Taxes that are being contested in good faith by appropriate proceedings, provided that the Company or such Restricted Subsidiary, as the case may be, has set aside on its books adequate reserves in relation thereto accordance with IFRS.

There is no current Tax assessment, deficiency or other claim against the Company or any Restricted Subsidiary except (i) those being actively contested by Company or such Restricted Subsidiary in good faith and by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with IFRS or (ii) those that would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

Section 3.10 ERISA.

(a) Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, each Plan is in compliance with the applicable provisions of ERISA, the Code and other federal or state laws.

(b) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) no ERISA Event has occurred or is reasonably expected to occur, (ii) neither the Company, any Restricted Subsidiary nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Plan (other than premiums due and not delinquent under Section 4007 of ERISA), (iii) neither the Company, any Restricted Subsidiary nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 of ERISA with respect to a Multiemployer Plan and (iv) neither the Company, any Restricted Subsidiary nor any ERISA Affiliate has engaged in a transaction that could reasonably be expected to be subject to Section 4069 or 4212(c) of ERISA.

(c) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, each Foreign Plan has been maintained, funded and administered in compliance with all requirements of law applicable thereto and the respective requirements of the governing documents for such plan.

(d) Neither Parent nor any of its Subsidiaries is or has at any time been an employer (for the purposes of sections 38 to 51 of the Pensions Act 2004) of an occupational pension scheme which is not a money purchase scheme (both terms as defined in the Pensions Schemes Act 1993); and neither Parent nor any of its Subsidiaries is or has at any time been " connected" with or an " associate" of (as those terms are used in sections 38 and 43 of the Pensions Act 2004) such an employer.

Section 3.11 Disclosure. (a) As of the Effective Date (i) all written information (other than financial projections and other forward-looking information and information of a general economic or industry-specific nature) provided directly or indirectly by the Company, its Subsidiaries or the Sponsor to the Lenders in connection with the Transactions, when taken as a whole, is, when taken as a whole, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time prior to the Effective Date) taken as a whole and (ii) the financial projections provided directly or indirectly by the Company, its Subsidiaries or the Sponsor to the Lenders in connection with the Transactions on or before the Effective Date have been prepared in good faith based upon assumptions that are believed by the preparer thereof to be reasonable at the time such financial projections were prepared (it being understood and agreed that financial projections are not a guarantee of financial performance and actual results may differ from financial projections and such differences may be material).

(b) As of the Effective Date, to the best knowledge of the US Borrower, the information included in the Beneficial Ownership Certification provided on or prior to the Effective Date to any Lender in connection with this Agreement is true and correct in all respects

Section 3.12 Subsidiaries. As of the Effective Date, Schedule 3.12 sets forth the name of, and the ownership interest of the Company and each of its Subsidiaries in, each Subsidiary of Company.

Section 3.13 Intellectual Property; Licenses, Etc. Holdings, the Company and the Restricted Subsidiaries own, are licensed to use, or possess the right to use, all of the IP Rights that are reasonably necessary for the operation of their respective businesses, without, to the knowledge of Holdings, the Company, and the Restricted Subsidiaries, infringement of the IP Rights of any other Person, except to the extent such failure to own or possess the right to use or such infringement, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the IP Rights owned by Holdings, the Company, and the Restricted Subsidiaries is pending or, to the knowledge of Holdings, the Company and the Restricted Subsidiaries, threatened in writing against Holdings, the Company or any Restricted Subsidiary, which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

Section 3.14 Solvency. On the Effective Date, immediately after giving effect to the consummation of the Transactions, (a) the sum of the debt (including contingent liabilities) of the Company and its Subsidiaries, taken as a whole, does not exceed the fair value of the present assets of the Company and its Subsidiaries, taken as a whole, (b) the present fair saleable value of the assets of the Company and its Subsidiaries, taken as a whole, is not less than the amount that will be required to pay the probable liabilities (including contingent liabilities) of the Company and its Subsidiaries, taken as a whole, on their debts as they become absolute and matured, (c) the capital of the Company and its Subsidiaries, taken as a whole, is not unreasonably small in relation to the business of the Company and their Subsidiaries, taken as a whole, contemplated as of the Effective Date, and (d) the Company and its Subsidiaries, taken as a whole, do not intend to incur, or believe that they will incur, debts (including current obligations and contingent liabilities) beyond their ability to pay such debts as they mature in the ordinary course of business. For the purposes of this Section 3.14, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standards No. 5).

Section 3.15 Senior Indebtedness. To the extent applicable, the Loan Document Obligations constitute " Senior Indebtedness" (or any comparable term) under and as defined in the documentation governing any Subordinated Indebtedness constituting a Restricted Junior Financing.

Section 3.16 Federal Reserve Regulations. None of the Company or any Restricted Subsidiary is engaged or will engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors), or extending credit for the purpose of purchasing or carrying margin stock. No part of the proceeds of the Loans will be used, directly or, to the knowledge of the US Borrower, indirectly, to purchase or carry any margin stock or to refinance any Indebtedness originally incurred for such purpose, or for any other purpose that entails a violation (including on the part of any Lender) of the provisions of Regulations U or X of the Board of Governors.

Section 3.17 Use of Proceeds. The US Borrower will use the proceeds of (i) the Term Loans made on the Effective Date, together with the proceeds of (x) the First Lien Revolving Loans made on the Effective Date (if any), and (y) the First Lien Term Loans, to finance the Transactions, to consummate the Effective Date Refinancing, to pay all or a portion of the Transaction Costs and to fund the Initial Segregated Deposit Account, (ii) **the proceeds of the 2021 Incremental Term Loans shall be used in accordance with Section 4(c) of the First Amendment, (iii)** any Letters of Credit issued on the Effective Date pursuant to the First Lien Credit Agreement to backstop or replace letters of credit outstanding on the Effective Date and (~~iii~~**iv**) any First Lien Revolving Loans or First Lien Swing Line Loans made, or Letters of Credit issued, pursuant to the First Lien Credit Agreement after the Effective Date for working capital and other general corporate purposes of the Company and the Restricted Subsidiaries, including for capital expenditures, acquisitions (including Permitted Acquisitions), other Investments, Restricted Payments, Repayments, other repayments of Indebtedness, purchase price adjustments and/or any other transaction, in each case not prohibited by the Loan Documents.

Section 3.18 Labor Matters. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, there are no strikes or other labor disputes against any of the Company or the Restricted Subsidiaries pending.

Section 3.19 Security Documents. Except as otherwise contemplated hereby or under any other Loan Documents, the provisions of the Security Documents are effective to create in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and enforceable (subject to the Legal Reservations and applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law) Lien to the extent a Lien thereon may be created under the UCC or otherwise under applicable law and a first priority Lien (subject to Liens permitted by Section 6.02) on all right, title and interest of the respective Loan Parties in the Collateral described therein and, when such filings and other actions required to be taken by the applicable Security Documents (including the delivery to Collateral Agent of any pledged Collateral required to be delivered pursuant to the applicable Security Documents) are filed or taken, the security interests created under the Security Documents will constitute fully perfected security interests in all right, title and interest of the Loan Parties in the Collateral described therein.

Section 3.20 Sanctions.

(a) None of the Company, the Subsidiaries, or their respective officers and directors or, to the knowledge of the Company and the US Borrower, their respective employees, agents or controlled Affiliates (i) is a Sanctioned Person; (ii) is currently engaging or has, since January 1, 2014, engaged, directly or indirectly, in any dealings or transactions with any Sanctioned Person or in any

Sanctioned Jurisdiction; or (iii) is subject to any legal action, proceeding, litigation, or investigation by a Governmental Authority with regard to any actual or alleged violation of Sanctions. The US Borrower will not, directly or, to the knowledge of the Company or the US Borrower, indirectly, use any part of the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any Person, (i) to fund or finance any business or activities of, with or involving a Sanctioned Person, or in or involving any Sanctioned Jurisdiction or (ii) in any other manner that would constitute or cause a violation of Sanctions by any party hereto, including any Lender.

(b) This Section 3.20 shall not apply to any of the Company, the US Borrower, the Restricted Subsidiaries, or their respective officers and directors or, to the knowledge of the Company and the US Borrower, their respective employees, agents or controlled Affiliates if and to the extent it is illegal, invalid or unenforceable as a result of any applicable Blocking Regulation and, in such case, the legality, validity and enforceability of this Section 3.20 shall not otherwise be affected

Section 3.21 Anti-Corruption Laws; Anti-Money Laundering Laws. None of (x) the Company, the Subsidiaries or (y) after the Effective Date, any of their respective officers or directors or, to the knowledge of the Company or the US Borrower, employees, agents or controlled Affiliates (i) has taken any action, directly or indirectly, that would constitute or give rise to a violation of Anti-Corruption Laws or Anti-Money Laundering Laws in any material respect or (ii) is subject to any legal action, proceeding, litigation or (to the knowledge of the US Borrower) investigation by a Governmental Authority with regard to any actual or alleged violation of Anti-Corruption Laws or Anti-Money Laundering Laws, in each case, that would be material to the business of the Company and the Restricted Subsidiaries, taken as a whole. The US Borrower will not, directly or, to the knowledge of the Company or the US Borrower, indirectly, use any part of the proceeds of the Loans in a manner that would constitute or cause a violation of Anti-Corruption Laws or Anti-Money Laundering Laws by any party hereto, including any Lender.

Section 3.22 Absence of Broker's or Finder's Fees. No broker's or finder's fee or commission will be payable by or on behalf of the Company or the Restricted Subsidiaries with respect to the Transactions.

Section 3.23 Affected Financial Institutions. No Loan Party is an Affected Financial Institution.

ARTICLE IV

CONDITIONS

Section 4.01 Effective Date. The obligations of each of the Lenders to make its Loans hereunder on the Effective Date is subject only to prior or concurrent satisfaction of the following conditions (or waiver thereof in accordance with Section 9.02):

(a) The Administrative Agent (or its counsel) shall have received from each party hereto a counterpart of this Agreement and the Intercreditor Agreement signed on behalf of such party (which, subject to Section 9.06(b), may include any Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduce an image of an actual executed signature page).

(b) The Administrative Agent shall have received a customary written opinion (addressed to the Administrative Agent and the Lenders and dated the Effective Date) of Willkie Farr and Gallagher LLP, as special New York counsel for the Loan Parties and Conyers Dill & Pearman, as special Bermuda counsel to the Administrative Agent and Matheson, as special Irish counsel to the

Administrative Agent. Each of the Company and the US Borrower hereby requests such counsel to deliver such opinions.

(c) The Administrative Agent shall have received a customary certificate of each of Holdings, the Company, the US Borrower and each other US Loan Party, dated the Effective Date, in form and substance reasonably satisfactory to the Administrative Agent with appropriate insertions, executed by any Responsible Officer or assistant secretary or secretary of such applicable Loan Party, and including or attaching the documents referred to in paragraph (d) of this Section 4.01.

(d) The Administrative Agent shall have received a copy of (i) each Organizational Document of each of Holdings, the Company, the US Borrower and each other US Loan Party certified, to the extent applicable, as of a recent date by the applicable Governmental Authority, (ii) signature and incumbency certificates of the Responsible Officers and authorised signatories of each of Holdings, the Company, the US Borrower and each US Loan Party, as applicable, executing the Loan Documents to which it is a party, (iii) resolutions of the Board of Directors of each of Holdings, the Company, the US Borrower and each US Loan Party approving and authorizing the execution, delivery and performance of the Loan Documents to which it is a party, certified as of the Effective Date by its Responsible Officer as being in full force and effect without modification or amendment and (iv) a good standing certificate (to the extent such concept exists) from the applicable Governmental Authority of each of Holdings', the Company's, the US Borrower's and each other US Loan Parties' jurisdiction of incorporation, organization or formation.

(e) The Administrative Agent shall have received all fees and other amounts previously agreed in writing by the Administrative Agent, certain of its Affiliates and Holdings to be due and payable on or prior to the Effective Date, including, to the extent invoiced at least two Business Days prior to the Effective Date, reimbursement or payment of all out-of-pocket expenses (including reasonable fees, charges and disbursements of counsel, subject to Section 9.03(a)) required to be reimbursed or paid by any Loan Party under any Loan Document.

(f) The Collateral and Guarantee Requirement shall have been satisfied and the Administrative Agent shall have received a completed Perfection Certificate dated the Effective Date and signed by a Responsible Officer of the US Borrower, together with all attachments required thereby; provided that to the extent any security interest in the Collateral (other than any Collateral in which a security interest may be perfected by (x) the filing of a UCC financing statement or (y) satisfactory evidence of the delivery to the First Lien Agent (as bailee for the Collateral Agent pursuant to the terms of the Intercreditor Agreement) of certificated Equity Interests of the US Borrower, the Company and each of their respective material Subsidiaries that are Wholly Owned Subsidiaries (other than any certificated Equity Interest of the Company or any of its material Subsidiaries that is a Wholly Owned Subsidiary to the extent such certificated Equity Interest is unable to be delivered on the Effective Date)) is not created or perfected on the Effective Date notwithstanding the use by the US Borrower of commercially reasonable efforts to do so without undue burden or expense, the creation and perfection of such security interest, including entry into the Security Trust Deed shall not be a condition precedent to the initial Borrowing on the Effective Date but shall be required to be created and perfected on or before the date that is 90 days (or, in the case of any certificated Equity Interest of the US Borrower or any of the Company's material US Subsidiaries that is a Wholly Owned Subsidiary to the extent such certificated Equity Interest is unable to be delivered on the Effective Date, ten Business Days) (or such later date as the Administrative Agent may reasonably agree) after the Effective Date and/or as provided in Section 5.15.

(g) Certificates of insurance shall be delivered to the Administrative Agent evidencing the existence of insurance to be maintained by the US Loan Parties pursuant to Section 5.07

and, if applicable, the Administrative Agent shall have received endorsements designating the Collateral Agent as an additional insured and loss payee as its interest may appear thereunder, or solely as the additional insured, as the case may be, thereunder; provided that to the extent any such evidence of insurance and/or endorsements are not delivered on the Effective Date, the delivery of such evidence of insurance and/or endorsements shall not be a condition precedent to the initial Borrowing on the Effective Date but shall be required to be delivered on or before the date that is 90 days (or such later date as the Administrative Agent may reasonably agree) after the Effective Date.

(h) The Administrative Agent shall have received the Audited Financial Statements, the Unaudited Financial Statements and the Pro Forma Financial Statements.

(i) The Effective Date Refinancing shall be consummated substantially concurrently with the initial Borrowing on the Effective Date.

(j) The Administrative Agent or the Lenders shall have received a certificate, substantially in the form of Exhibit F, from a Financial Officer.

(k) The Administrative Agent shall have received, at least three Business Days prior to the Effective Date, all documentation and other information about the Loan Parties (including, for the avoidance of doubt, a Beneficial Ownership Certification) as shall have been reasonably requested in writing at least ten (10) Business Days prior to the Effective Date by the Administrative Agent that it shall have reasonably determined is required by bank regulatory authorities under applicable " know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act and the Beneficial Ownership Regulation.

(l) Since December 31, 2020, there shall not have occurred any Material Adverse Effect.

(m) The Administrative Agent shall have received a Borrowing Request.

(n) As of the Effective Date, no event shall have occurred and be continuing or would result from the consummation of the credit extension on the Effective Date that would constitute an Event of Default or a Default.

(o) The representations and warranties contained herein and in the other Loan Documents shall be true and correct on and as of the Effective Date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct on and as of such earlier date.

(p) a certificate of a Responsible Officer of the Company certifying that the conditions in Sections 4.01(l), (n) and (o) have been satisfied.

(q) The Administrative Agent (or its designee) shall have received all upfront fees payable to Lenders in an amount previously agreed by the Administrative Agent and the Company to be due and payable on the Effective Date.

For purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Effective Date specifying its objection thereto.

Section 4.02 Credit Extensions. ~~After~~**Other than the 2021 Incremental Term Loans, after** the Effective Date, the obligation of each Lender to make a Loan on the occasion of any Borrowing is subject to receipt of the request therefor in accordance herewith and to the prior or concurrent satisfaction (or due waiver in accordance with Section 9.02) of each of the following conditions (which, for the avoidance of doubt, shall not apply to any loans under any Incremental Facility):

(a) The representations and warranties of each Loan Party set forth in the Loan Documents shall be true and correct in all material respects on and as of the date of such Borrowing; provided that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided, further, that any representation and warranty that is qualified as to " materiality," " Material Adverse Effect" or similar language shall be true and correct in all respects on the date of such credit extension or on such earlier date, as the case may be.

(b) At the time of and immediately after giving effect to such Borrowing, no Default or Event of Default shall have occurred and be continuing.

(c) The Administrative Agent shall have received a Borrowing Request in accordance with the requirements of Section 2.03.

Each Borrowing after the Effective Date (provided that a conversion or a continuation of a Borrowing shall not constitute a " Borrowing" for purposes of this Section 4.02) after the Effective Date shall be deemed to constitute a representation and warranty by Holdings, the Company and the US Borrower on the date thereof as to the accuracy of the matters specified in paragraphs (a) and (b) of this Section 4.02.

The foregoing notwithstanding, the obligation of each Lender to make any 2021 Incremental Term Loans shall be subject solely to the satisfaction (or waiver) of the relevant conditions applicable to such 2021 Incremental Term Loan set forth in the First Amendment.

ARTICLE V

AFFIRMATIVE COVENANTS

Until the Termination Date, each of the Company and the US Borrower covenants and agrees with the Lenders that:

Section 5.01 Financial Statements and Other Information. The US Borrower will furnish to the Administrative Agent, on behalf of each Lender:

(a) within 150 days after the end of the fiscal year ending December 31, 2021 and within 120 days after the end of each subsequent fiscal year of the Company, the audited consolidated balance sheet and the audited consolidated statements of income, stockholders' equity and cash flows of the Company as the end of and for such fiscal year, and related notes thereto, setting forth in each case, commencing with the fiscal year ending December 31, 2021, in comparative form the figures for (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all reported on by Deloitte & Touche LLP or any other independent public accountants of recognized national standing (without a " going concern" or like qualification or exception (other than qualifications with respect to, or expressly resulting solely from, impending debt maturities scheduled to occur within one year from the time such report and opinion are delivered) and without any qualification or exception as to the scope of such audit (other than any exception or explanatory paragraph, but not a qualification, that is expressly solely with

respect to, or expressly resulting solely from, (i) an upcoming maturity date under any Indebtedness or (ii) any potential inability to satisfy a financial maintenance covenant on a future date or in a future period)) to the effect that such consolidated financial statements present fairly in all material respects the financial condition as of the end of and for such year and results of operations and cash flows of the Company and its Subsidiaries on a consolidated basis in accordance with IFRS consistently applied;

(b) within 75 days after the end of the fiscal quarter ending June 30, 2021, 60 days after the end of the fiscal quarter ending September 30, 2021 and 45 days after the end of each subsequent fiscal quarter of the Company (other than the fourth fiscal quarter of any fiscal year), the unaudited consolidated balance sheet and the unaudited consolidated statements of income, stockholders' equity and cash flows of the Company as the end of and for such fiscal quarter, setting forth in each case, commencing with the fiscal quarter ending June 30, 2021, in comparative form the figures for (or, in the case of the balance sheet, as of the end of) the corresponding fiscal quarter of the previous fiscal year, all certified by a Financial Officer as presenting fairly in all material respects the financial condition as of the end of and for such fiscal quarter and results of operations and cash flows of the Company and its Subsidiaries on a consolidated basis in accordance with IFRS consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) not later than five Business Days after delivery of financial statements under Section 5.01(a) or (b), commencing with the delivery of financial statements for the fiscal quarter ending September 30, 2021, a certificate of a Financial Officer (a " Compliance Certificate"), substantially in the form of Exhibit P, (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations (A) of the Secured Net Leverage Ratio for the Test Period most recently ended and (B) in the case of financial statements delivered under Section 5.01(a), beginning with the financial statements for the fiscal year of the US Borrower ending December 31, 2022, of Excess Cash Flow for such fiscal year, (iii) to the extent any Indebtedness was incurred, or any Investment, Restricted Payment or Repayment was made, in each case, in reliance on the Available Amount or Available Equity Amount in the last fiscal quarter covered by such financial statements, setting forth reasonably detailed calculations of the Available Amount and Available Equity Amount as of the last day of the fiscal quarter or fiscal year, as the case may be, covered by such financial statements and (iv) a list identifying each subsidiary of the Company that is an Unrestricted Subsidiary as of the date of delivery of such Compliance Certificate or confirming that there is no change in such information;

(d) prior to an IPO, within 90 days after the commencement of each fiscal year of the Company, beginning with the fiscal year ending December 31, 2022, a detailed consolidated budget for the Company and its Subsidiaries for such fiscal year (consisting of a projected consolidated balance sheet and consolidated statements of projected income and cash flows as of the end of and for such fiscal year and setting forth the material assumptions used for purposes of preparing such budget);

(e) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and registration statements (other than amendments to any registration statement (to the extent such registration statement, in the form it became effective, is delivered to the Administrative Agent), exhibits to any registration statement and, if applicable, any registration statement on Form S-8) filed by any member of the Apex Group with the SEC or with any national securities exchange;

(f) promptly following any request therefor, (x) such other information regarding the business, operations and financial condition of Holdings, the Company or any Restricted Subsidiary, or compliance with the terms of any Loan Document, as the Administrative Agent on its own behalf or

on behalf of any Lender may reasonably request in writing and (y) information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable " know your customer" and anti-money laundering rules and regulations, including the Patriot Act and the Beneficial Ownership Regulation; and

(g) promptly after delivery by any Loan Party to the First Lien Agent or any lender under the First Lien Facilities, or receipt by any Loan Party from the First Lien Agent or any lender under the First Lien Facilities, of any notice, report, or other documentation (including any amendments, supplements, consent letters, waivers, forbearances, restatements or modifications to the terms of or in connection with any First Lien Loan Document) required to be delivered under the First Lien Credit Agreement (other than notices or documents required to be delivered under Article 2 of such agreement or any other document which in the good faith determination of the US Borrower is either administrative or ministerial in nature or not relevant to the Lenders), a copy of such notice, report or other documentation to the extent such notice, report or documentation has not otherwise been delivered pursuant to this Agreement.

(h) simultaneously with the delivery of each set of consolidated financial statements referred to in Sections 5.01(a) and 5.01(b) above, the related unaudited consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) (which may be in footnote form only) from such consolidated financial statements.

Notwithstanding the foregoing, the obligations in Sections 5.01(a) and (b) may be satisfied with respect to financial information of the Company by furnishing the applicable financial information of any Parent Company or the Form 10-K or 10-Q (or the equivalent), as applicable, of any Parent Company filed with the SEC; provided that (i) to the extent such financial statements relate to any Parent Company and such Parent Company has independent assets or operations, such financial statements shall be accompanied by consolidating information that explains in reasonable detail the differences between the information relating to such Parent Company and its Subsidiaries, on the one hand, and the information relating to the Company and its Restricted Subsidiaries on a standalone basis, on the other hand, which consolidating information shall be certified by a Responsible Officer of the US Borrower as having been fairly presented in all material respects and (ii) to the extent such financial statements are in lieu of financial statements required to be provided under Section 5.01(a), such financial statements are accompanied by a report and opinion of Deloitte & Touche LLP or any other independent registered public accounting firm of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any " going concern" or like qualification or exception (other than as expressly permitted to be contained therein under Section 5.01(a)) or any qualification or exception as to the scope of such audit (other than as expressly permitted to be contained therein under Section 5.01(a)).

Documents required to be delivered pursuant to Section 5.01(a) or (b) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the US Borrower posts such documents, or provides a link thereto on the website of the Apex Group on the Internet at the website address listed on Schedule 9.01 (or otherwise notified pursuant to Section 9.01(e)); or (ii) on which such documents are posted on the US Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that the US Borrower shall notify the Administrative Agent (by telecopier or electronic mail) of the posting of any such documents and upon its reasonable request, provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. The Administrative Agent shall have no obligation to request the

delivery of or maintain paper copies of the documents referred to above, and each Lender shall be solely responsible for timely accessing posted documents and maintaining its copies of such documents.

The Company represents and warrants that each of it and its Controlling and Controlled entities, in each case, if any (collectively with the US Borrower, the " Relevant Entities"), either (i) has no SEC registered or unregistered, publicly traded securities outstanding, or (ii) files its financial statements with the SEC and/or makes its financial statements available to potential holders of its securities, and, accordingly, the Company hereby (i) authorizes the Administrative Agent to make the financial statements to be provided under Sections 5.01(a) and (b) above, along with the Loan Documents, available to Public-Siders and (ii) agrees that at the time such financial statements are provided hereunder, they shall already have been made available to holders of any such securities. The Company will not request that any other material be posted to Public-Siders without expressly representing and warranting to the Administrative Agent in writing that such materials do not constitute material non-public information within the meaning of the federal securities laws or that the Relevant Entities have no outstanding SEC registered or unregistered, publicly traded securities. Notwithstanding anything herein to the contrary, in no event shall the Company request that the Administrative Agent make available to Public-Siders budgets or any certificates, reports or calculations with respect to the Company's compliance with the covenants contained herein.

Section 5.02 Notices of Material Events. Promptly after any Responsible Officer of the Company or the US Borrower obtains actual knowledge thereof, the US Borrower will furnish to the Administrative Agent (for distribution to each Lender through the Administrative Agent) written notice of the following:

(a) the occurrence of any Default;

(b) to the extent permissible by applicable law, the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against (or, to the knowledge of a Financial Officer or another executive officer of the Company or any Restricted Subsidiary, affecting) the Company or any Restricted Subsidiary or the receipt of a written notice of an Environmental Liability, in each case, that would reasonably be expected to result in a Material Adverse Effect;

(c) the occurrence of any ERISA Event that would reasonably be expected to result in a Material Adverse Effect; and

(d) any change in the information provided in the Beneficial Ownership Certification delivered to such Lender that would result in a change to the list of beneficial owners identified in such certification.

Each notice delivered under this Section 5.02 shall be accompanied by a written statement of a Responsible Officer of the US Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 5.03 Information Regarding Collateral.

(a) The US Borrower will (a) furnish to the Administrative Agent prompt (and in any event within 30 days after the occurrence thereof or such longer period as reasonably agreed to by the Administrative Agent) written notice of any change (i) in any Loan Party's legal name (as set forth in its certificate of organization or like document), (ii) in the jurisdiction of incorporation or organization of any Loan Party or in the form of its organization or (iii) in any Loan Party's organizational identification

number and (b) take all actions reasonably requested by the Administrative Agent, including all filings within any applicable statutory period, under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent, for the benefit of the Secured Parties to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral with the priority described herein.

(b) Not later than five Business Days after delivery of financial statements pursuant to Section 5.01(a) or (b), the US Borrower shall deliver to the Administrative Agent a certificate executed by a Responsible Officer of the US Borrower (i) setting forth any material changes to the information required pursuant to the Perfection Certificate or confirming that there has been no material change in such information since the date of the Perfection Certificate delivered on the Effective Date or the date of the most recent certificate delivered pursuant to this Section 5.03 and (ii) identifying any Wholly Owned Restricted Subsidiary that has become, or ceased to be, a Material Subsidiary or an Excluded Subsidiary during the most recently ended fiscal quarter.

Section 5.04 Existence; Conduct of Business. Each of Holdings, the Company and the US Borrower will, and will cause each other Restricted Subsidiary to, do or cause to be done all things necessary to obtain, preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges, franchises and Material Intellectual Property, except to the extent (other than with respect to the preservation of the existence of Holdings, the Company and the US Borrower) that the failure to do so would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.03 or any Disposition permitted by Section 6.05.

Section 5.05 Payment of Taxes, Etc. Each of Holdings, the Company and the US Borrower will, and will cause each other Restricted Subsidiary to, pay its obligations and liabilities in respect of Taxes imposed upon it or its income or properties or in respect of its property or assets, before the same shall become delinquent or in default, except to the extent (i) any such Taxes are being contested in good faith and by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with IFRS or (ii) the failure to make payment would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect. If the US Borrower becomes treated as a U.S. corporation of U.S. partnership for U.S. federal income tax purposes (by virtue of an election for the US Borrower to be treated as a corporation for U.S. federal income tax purposes, or otherwise), the US Borrower shall promptly the Administrative Agent in writing.

Section 5.06 Maintenance of Properties.

(a) The Company and the US Borrower will, and will cause each other Restricted Subsidiary to, keep and maintain all property material to the conduct of its business in good working order and condition (subject to casualty, condemnation and ordinary wear and tear), except where the failure to do so would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

(b) Holdings shall ensure that all English pension schemes operated by or maintained for the benefit of it or any of its Subsidiaries and/or any of their employees are fully funded based on the statutory funding objective under sections 221 and 222 of the Pensions Act 2004 and that no action or omission is taken by it or any of its Subsidiaries in relation to such a pension scheme which could reasonably be expected to have a Material Adverse Effect (including, without limitation, the termination or commencement of winding-up proceedings of any such pension scheme or any Subsidiary of Holdings ceasing to employ any member of such a pension scheme).

Section 5.07 Insurance. The Company and the US Borrower will, and will cause each other Restricted Subsidiary to, maintain, with insurance companies that the US Borrower believe (in the good faith judgment of the management of the US Borrower) are financially sound and responsible at the time the relevant coverage is placed or renewed, insurance in at least such amounts (after giving effect to any self-insurance which the US Borrower believe (in the good faith judgment of management of the US Borrower) is reasonable and prudent in light of the size and nature of the Apex Group's business) and against at least such risks (and with such risk retentions) as the US Borrower believe (in the good faith judgment or the management of the US Borrower) are reasonable and prudent in light of the size and nature of the Apex Group's business, and will furnish to the Lenders, upon written request from the Administrative Agent, information presented in reasonable detail as to the insurance so carried. Each such policy of insurance, to the extent maintained by the US Loan Parties and covering Collateral, shall (i) name the Collateral Agent, on behalf of the Secured Parties, as an additional insured thereunder as its interests may appear and (ii) in the case of each casualty insurance policy, contain a loss payable clause endorsement that names the Collateral Agent, on behalf of the Secured Parties as the loss payee thereunder.

Section 5.08 Books and Records; Inspection and Audit Rights. Each of the Company and the US Borrower will, and will cause each other Restricted Subsidiary to, maintain proper books of record and account in which entries that are full, true and correct in all material respects and are sufficient to prepare financial statements in conformity with IFRS shall be made of all material financial transactions and matters involving the assets and business of the Company or any Restricted Subsidiary, as the case may be. Each of the Company and the US Borrower will, and will cause each other Restricted Subsidiary that is a Loan Party to, permit any representatives designated by the Administrative Agent, during normal business hours and upon reasonable advance notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested; provided that, excluding any such visits and inspections during the continuation of an Event of Default arising from the failure to comply with a Specified Event of Default, only the Administrative Agent on behalf of the Lenders may exercise visitation and inspection rights of the Administrative Agent and the Lenders under this Section 5.08 and the Administrative Agent shall not exercise such rights more often than once during any calendar year absent the existence of an Event of Default arising from the failure to comply with a Specified Event of Default, at the US Borrower's expense; provided, further, that (a) when an Event of Default arising from the failure to comply with a Specified Event of Default, the Administrative Agent and any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the US Borrower at any time during normal business hours and upon reasonable advance notice and (b) the Administrative Agent shall give the Company and the US Borrower the opportunity to participate in any discussions with the independent public accountants of such Persons. At the request of the US Borrower, the Administrative Agent shall use commercially reasonable efforts to coordinate any such visits or inspections with visits or inspections by the First Lien Agent pursuant to the First Lien Credit Agreement.

Section 5.09 Compliance with Laws. The Company and the US Borrower will, and will cause each other Restricted Subsidiary to (a) comply with all Requirements of Law (including Environmental Laws) and all rules, regulations and orders applicable to it, its property and operations, and (b) maintain in effect all governmental approvals or authorizations required to conduct its business, except in the case of each of clauses (a) and (b), where the failure to do so would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

Section 5.10 Use of Proceeds. The US Borrower will use the proceeds of the Loans for the purposes set forth in Section 3.17. The US Borrower will not, directly or, to the knowledge of the

Company or the US Borrower, indirectly, use any part of the proceeds of the Loans in violation of any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions.

Section 5.11 Additional Subsidiaries / Guarantor Coverage Test.

(a) Additional Subsidiaries. If (i) any additional Restricted Subsidiary (other than a Excluded Subsidiary) is formed or acquired after the Effective Date or (ii) if any Restricted Subsidiary ceases to be an Excluded Subsidiary, the US Borrower will, within 90 days (or such longer period as the Administrative Agent shall reasonably agree to), after such Restricted Subsidiary is formed or acquired or ceases to be an Excluded Subsidiary, as the case may be, notify the Administrative Agent thereof and (x) cause such Restricted Subsidiary (unless such Restricted Subsidiary is an Excluded Subsidiary) to satisfy the Collateral and Guarantee Requirement, (y) cause the Collateral and Guarantee Requirement to be satisfied with respect to any Equity Interest in, or Indebtedness of, such Restricted Subsidiary owned by or on behalf of any Loan Party (in each case, unless constituting Excluded Assets) and (z) if such Restricted Subsidiary is incorporated, formed or otherwise organized under the laws of the United States, any state thereof or the District of Columbia, a completed supplement to the Perfection Certificate (including all applicable attachments contemplated thereby) with respect to such Restricted Subsidiary.

(b) Guarantor Coverage Test. If at any time the Consolidated EBITDAR (calculated solely for purposes of this Section 5.11(b), (i) on a Pro Forma Basis, as applicable, (ii) prior to giving effect to intercompany distributions and dividends, (iii) with the Consolidated EBITDAR attributable to any such Subsidiary not being less than zero and (iv) excluding that portion of Consolidated EBITDAR attributable to Excluded Subsidiaries as set forth in clauses (a), (b), (d), (e), (f), (g), (i) and (k) of the definition of Excluded Subsidiaries) attributable to Excluded Subsidiaries (other than any Excluded Subsidiary as defined in clauses (a), (b), (c), (d), (e), (f), (g), (i) and (k) of the definition of Excluded Subsidiaries), in each case measured for the most recently-ended Test Period ending on the last day of any fiscal year, is not at least 70% of Consolidated EBITDAR for such period (the " Guarantor Coverage Test"), then within ninety (90) days after delivery of the financial statements required to be delivered for the last fiscal quarter included in such Test Period (or such later date as Administrative Agent may agree in writing), the US Borrower shall cause Excluded Subsidiaries organized or incorporated in one or more Collateral Jurisdictions (or other jurisdictions reasonably satisfactory to the Administrative Agent) to comply with the Collateral and Guarantee Requirement, such that after converting such Excluded Subsidiaries into Subsidiary Guarantors, the Guarantor Coverage Test is satisfied (calculated as if such additional Subsidiary Guarantors had been Subsidiary Guarantors for the purposes of calculating the Guarantor Coverage Test).

Section 5.12 Further Assurances. Each of the Company and the US Borrower will, and will cause each other Loan Party to, execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents), that may be required under any applicable law and that the Administrative Agent or the Required Lenders may reasonably request and that is not inconsistent with any express provision of this Agreement or any other Loan Document, to cause the Collateral and Guarantee Requirement to be and remain satisfied, all at the expense of the Loan Parties.

Section 5.13 Designation of Subsidiaries. The Company may at any time after the Effective Date designate any Restricted Subsidiary (other than the US Borrower or any direct or indirect parent company of the US Borrower) as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that no Subsidiary may be designated as an Unrestricted Subsidiary if it is a " Restricted Subsidiary" for the purpose of the First Lien Credit Agreement (or any equivalent provision under any documentation governing the First Lien Credit Agreement and any Permitted

Refinancing thereof); provided, further, that (i) immediately after such designation and any related transactions on a Pro Forma Basis, no Event of Default shall have occurred and be continuing, (ii) immediately after such designation on a Pro Forma Basis as of the end of the most recent Test Period, the Total Net Leverage Ratio shall not exceed 6.50:1.00 and (iii) no Subsidiary may be designated as an Unrestricted Subsidiary if at the time of such designation, and after giving effect thereto on a Pro Forma Basis, (1) the amount of Consolidated Total Assets of such Subsidiary is greater than 5.0% of the Consolidated Total Assets of the Company and the Restricted Subsidiaries or (2) the annual gross revenues of such Subsidiary is greater than 5.0% of the aggregate annual gross revenues of the Company and the Restricted Subsidiaries; provided, further, that, to the extent that any Restricted Subsidiary owns, or holds exclusive licenses or rights to, any Material Intellectual Property, no such Restricted Subsidiary may be designated as an Unrestricted Subsidiary. Notwithstanding anything to the contrary in this Agreement, no Loan Party or any of its Restricted Subsidiaries shall (whether by Investment, Restricted Payment, Disposition or otherwise) transfer any ownership right, or exclusive license or exclusive right to, any Material Intellectual Property to any Unrestricted Subsidiary (including by transferring any Equity Interests of the Company or any Restricted Subsidiary to an Unrestricted Subsidiary); and no Unrestricted Subsidiary shall own, or hold exclusively licenses or rights to, any Material Intellectual Property. The designation of any Subsidiary as an Unrestricted Subsidiary after the Effective Date shall constitute an Investment therein at the date of designation in an amount equal to the fair market value of the Company's or the applicable Restricted Subsidiary's investment therein. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute (i) the incurrence at the time of designation of any Investment, Indebtedness or Liens of such Subsidiary existing at such time (to the extent assumed) and (ii) a return on any Investment in Unrestricted Subsidiaries pursuant to the preceding sentence in an amount equal to the fair market value at the date of such designation of the Company's or the applicable Restricted Subsidiary's investment in such Subsidiary.

Section 5.14 [Reserved].

Section 5.15 Certain Post Closing Obligations.. The members of the Apex Group and Holdings, as applicable, shall take or cause to be taken the actions set forth in Schedule 5.15 within the time frames set forth therein or such longer period as the Administrative Agent may agree in its reasonable discretion.

Section 5.16 Lender Calls. The US Borrower shall hold a conference call with all Lenders who choose to attend such call on a quarterly basis (but no more than one such conference call in any fiscal quarter), at a time mutually agreed between the US Borrower and the Administrative Agent, following the delivery of the financial statements required pursuant to Sections 5.01(a) and (b) above (commencing with the quarter ending September 30, 2021), to discuss the financial position and results of operations of Company and its Subsidiaries for the most recently ended fiscal quarter or fiscal year, as applicable, for which financial statements have been delivered pursuant to Section 5.01(a) or (b) above, as applicable; provided that, following an IPO, the requirement set forth in this Section 5.16 shall be deemed satisfied automatically when the US Borrower, the Company or any Parent Company holds its quarterly earnings call for its public equity holders.

Section 5.17 Registered Agent. (i) The US Borrower shall promptly notify the Administrative Agent of any change to the Registered Agent's name and/or address and (ii) if the Registered Agent no longer serves as the registered agent upon whom process against the Loan Parties shall be served, the US Borrower, Holdings and the Company shall immediately appoint and designate either (x) another US Loan Party with material operations in the United States as registered agent or (y) another registered agent reasonably satisfactory to the Administrative Agent.

ARTICLE VI

NEGATIVE COVENANTS

Until the Termination Date, each of Holdings (with respect to Sections 6.03(c), 6.03(d) and 6.12 only), the Company and the US Borrower covenant and agree with the Lenders that:

Section 6.01 Indebtedness. The Company and the US Borrower will not, and will not permit any other Restricted Subsidiary to, create, incur, assume or permit to exist any Indebtedness, except:

(i) Indebtedness of the Company and the Restricted Subsidiaries under the Loan Documents (including any Indebtedness incurred pursuant to Section 2.20 or 2.21);

(ii) (A) Indebtedness outstanding on the date hereof and, to the extent the principal amount in respect thereof exceeds $5.0 million, listed on Schedule 6.01 and (B) any Permitted Refinancing of any Indebtedness set forth in the immediately preceding subclause (A);

(iii) Guarantees by the Company and the Restricted Subsidiaries in respect of Indebtedness of the Company or any Restricted Subsidiary otherwise permitted hereunder; provided that such Guarantee is otherwise permitted by Section 6.04; provided, further, that (A) no Guarantee by any Restricted Subsidiary of the First Lien Term Loans or any Subordinated Indebtedness of any Loan Party shall be permitted unless such Restricted Subsidiary shall have also provided a Guarantee of the Loan Document Obligations pursuant to the Guarantee Agreement and (B) if the Indebtedness being Guaranteed constitutes Subordinated Indebtedness of any Loan Party, such Guarantee shall be subordinated to the Guarantee of the Loan Document Obligations on terms at least as favorable to the Lenders as those contained in the subordination of such Indebtedness;

(iv) Indebtedness of the Company owing to any Restricted Subsidiary or of any Restricted Subsidiary owing to any other Restricted Subsidiary or the Company, to the extent not prohibited by Section 6.04; provided that all such Indebtedness of any Loan Party owing to any Restricted Subsidiary that is not a Loan Party shall be subordinated to the Loan Document Obligations (to the extent any such Indebtedness is outstanding at any time after the date that is 30 days after the Effective Date or such later date as the Administrative Agent may reasonably agree) (but only to the extent permitted by applicable law) on terms (A) not materially less favorable, taken as a whole, to the Lenders as those set forth in the form of intercompany note attached as Exhibit G, or (B) otherwise reasonably satisfactory to the Administrative Agent;

(v) (A) Capital Lease Obligations and purchase money Indebtedness of the Company or any Restricted Subsidiary financing the acquisition, construction, repair, replacement or improvement of fixed or capital assets; provided that, in the case of any purchase money Indebtedness, such Indebtedness is incurred concurrently with or within 270 days after the applicable acquisition, construction, repair, replacement or improvement and (B) any Permitted Refinancing of any Indebtedness set forth in the immediately preceding clause (A);

(vi) Indebtedness in respect of Swap Agreements incurred in the ordinary course of business and not for speculative purposes;

(vii) (A)(I) Indebtedness of any Person that becomes a Restricted Subsidiary (or of any Person not previously a Restricted Subsidiary that is merged or consolidated with or into the Company or any Restricted Subsidiary) after the date hereof as a result of a Permitted Acquisition, or (II) subject to clause (3) below, Indebtedness of any Person that is assumed by the Company or any Restricted Subsidiary in connection with an acquisition of assets by the Company or such Restricted Subsidiary in a Permitted Acquisition; provided that (1) such Indebtedness is not incurred in contemplation of such Permitted Acquisition, (2) subject to Section 1.06 in the case of any such Indebtedness incurred in connection with a Limited Condition Transaction, no Event of Default shall have occurred and be continuing at the time of incurrence of such Indebtedness, and (3) in connection with clause (II) above, such Indebtedness may be assumed by the Company or any Restricted Subsidiary only to the extent that, at the time of such assumption and on a Pro Forma Basis the US Borrower could incur $1.00 or more of Ratio Debt; provided, further, that the aggregate principal amount of such Indebtedness of which the primary obligor or guarantor is a Restricted Subsidiary that is not a Loan Party outstanding in reliance on this clause (vii) shall not exceed, at the time of the Permitted Acquisition or assumption thereof, as applicable, and after giving Pro Forma Effect thereto, the Non-Loan Party Debt Amount, and (B) any Permitted Refinancing of any Indebtedness set forth in the immediately preceding subclause (A);

(viii) Permitted First Priority Debt;

(ix) Indebtedness representing deferred compensation owed to employees or independent contractors of any Parent Company, the Company or any Restricted Subsidiary incurred in the ordinary course of business;

(x) Indebtedness consisting of unsecured promissory notes issued by any Loan Party to current or former officers, directors, employees and independent contractors or their respective estates, spouses or former spouses to finance the purchase or redemption of Equity Interests of any Parent Company permitted by Section 6.07(a);

(xi) Indebtedness constituting indemnification obligations or obligations in respect of working capital, purchase price or other similar adjustments incurred in any Permitted Acquisition, any other Investment or any Disposition, in each case not prohibited under this Agreement;

(xii) (A) Indebtedness consisting of seller notes, earn-out and other similar contingent deferred purchase price obligations, in each case incurred in connection with any Permitted Acquisition or other Investment not prohibited hereunder; provided that, in the case of Indebtedness outstanding under this clause (xii) in relation to seller notes and to similar noncontingent deferred purchase price obligations, at the time of any such incurrence of Indebtedness and after giving Pro Forma Effect thereto and the use of the proceeds thereof, the aggregate principal amount of such Indebtedness that is outstanding in reliance on this clause (xii) shall not exceed the greater of $90.0 million and 30.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time and (B) any Permitted Refinancing of any Indebtedness set forth in the immediately preceding subclause (A);

(xiii) Cash Management Obligations and other Indebtedness in respect of netting services, overdraft protections and similar arrangements, in each case, in connection with deposit accounts in the ordinary course of business;

(xiv) (A) Indebtedness of the Company and the Restricted Subsidiaries; provided that at the time of the incurrence thereof and after giving Pro Forma Effect thereto, the aggregate principal amount of Indebtedness outstanding in reliance on this clause (xiv) shall not exceed the greater of $168.0 million and 60.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time, and (B) any Permitted Refinancing of any Indebtedness set forth in the immediately preceding clause (A);

(xv) Indebtedness consisting of (A) the financing of insurance premiums or (B) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(xvi) Indebtedness incurred by the Company or any Restricted Subsidiary in respect of letters of credit, bank guarantees, bankers' acceptances or similar instruments issued or created in the ordinary course of business, including in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other reimbursement-type obligations regarding workers compensation claims;

(xvii) obligations in respect of performance, bid, appeal and surety bonds and performance and completion guarantees and similar obligations provided by the Company or any Restricted Subsidiary or obligations in respect of letters of credit, bank guarantees, bankers' acceptances or similar instruments related thereto, in each case in the ordinary course of business or consistent with past practice;

(xviii) (A) Indebtedness of the Company or any Restricted Subsidiary; provided that (1) if such Indebtedness is secured by a Lien on the Collateral that ranks senior with the Lien securing the Loans, the First Lien Net Leverage Ratio, recomputed on a Pro Forma Basis for the most recently ended Test Period as of such time, shall not exceed 5.40:1.00 (or, at the election of the US Borrower to the extent that such Indebtedness constitutes Acquisition Indebtedness, the First Lien Net Leverage Ratio immediately prior to the incurrence of such Indebtedness), (2) if such Indebtedness is secured by a Lien on the Collateral that ranks *pari passu*, junior or is otherwise subordinated to the Liens securing the Loan Document Obligations, the Total Net Leverage Ratio, recomputed on a Pro Forma Basis for the most recently ended Test Period as of such time, shall not exceed 6.50:1.00 (or, at the election of the US Borrower to the extent that such Indebtedness constitutes Acquisition Indebtedness, the Total Net Leverage Ratio immediately prior to the incurrence of such Indebtedness) or (3) if such Indebtedness is unsecured, at the election of the US Borrower, (a) the Total Net Leverage Ratio, recomputed on a Pro Forma Basis for the most recently ended Test Period as of such time, shall not exceed 6.50:1.00 (or, at the election of the US Borrower to the extent that such Indebtedness constitutes Acquisition Indebtedness, the Total Net Leverage Ratio immediately prior to the incurrence of such Indebtedness) or (b) the Fixed Charge Coverage Ratio, recomputed on a Pro Forma Basis for the most recently ended Test Period as of such time, shall not be less than 2.00:1.00 (or, at the election of the US Borrower to the extent that such Indebtedness constitutes Acquisition Indebtedness, the Fixed Charge Coverage Ratio immediately prior to the incurrence of such Indebtedness); provided, further, that (i) no Specified Event of Default shall have occurred and be continuing at the time of incurrence of such Indebtedness, (ii) the aggregate principal amount of such Indebtedness of which the primary obligor or guarantor is a Restricted Subsidiary that is not a Loan Party outstanding in reliance on this clause (xviii) shall not exceed, at the time of incurrence thereof and after giving Pro Forma Effect thereto, the Non-Loan Party Debt Amount, (iii) such Indebtedness complies with the Required Additional Debt Terms and (iv) both any simultaneously, or substantially concurrent, incurrence of Indebtedness through any fixed basket under any other clause of this Section 6.01 and the cash proceeds of the relevant Indebtedness

shall be excluded in calculating the amount of "unrestricted cash" used in determining the Secured Net Leverage Ratio or Total Net Leverage Ratio, as applicable, for purposes of clauses (1), (2) and (3) above (any Indebtedness incurred pursuant to this subclause (A), "Ratio Debt"), and (B) any Permitted Refinancing of Indebtedness incurred pursuant to the foregoing subclause (A);

(xix) [Reserved.];

(xx) (A) Indebtedness of Restricted Subsidiaries that are not Loan Parties; provided that the aggregate principal amount of such Indebtedness outstanding in reliance on this clause (xx) shall not exceed, at the time of incurrence thereof and after giving Pro Forma Effect thereto, the Non-Loan Party Debt Amount and (B) any Permitted Refinancing thereof;

(xxi) Permitted Unsecured Refinancing Debt and any Permitted Refinancing thereof;

(xxii) (a) Permitted Second Priority Refinancing Debt and (b) any Permitted Refinancing in respect thereof;

(xxiii) (A) Indebtedness of the Company, the US Borrower or any Subsidiary Guarantor issued in lieu of Incremental Facilities consisting of (i) secured or unsecured notes or loans (which notes or loans, if secured, shall only be secured by a Lien on the Collateral that ranks *pari passu* with or junior (or is otherwise subordinated) to the Lien securing the Secured Obligations) issued or incurred (x) pursuant to a public offering, a Rule 144A offering or other private placement where assisted by a placement agent or (y) in a bridge facility or in a syndicated loan financing or otherwise in lieu of the Incremental Facilities; provided that (I) at the time of the incurrence thereof and after giving Pro Forma Effect thereto, the aggregate principal amount of Indebtedness outstanding in reliance on this clause (xxiii) shall not exceed the Incremental Cap at such time, (II) such Indebtedness complies with the Required Additional Debt Terms and (III) subject to Section 1.06 in the case of any such Indebtedness incurred in connection with a Limited Condition Transaction, no Event of Default shall have occurred and be continuing at the time of incurrence of such Indebtedness, and (B) any Permitted Refinancing of Indebtedness incurred pursuant to the foregoing subclause (A);

(xxiv) Indebtedness of the Company or any Restricted Subsidiary in an amount not to exceed the sum of (A) the Available Amount that is Not Otherwise Applied, plus (B) the Available Equity Amount that is Not Otherwise Applied; provided that usage of the Available Amount shall only be permitted to the extent that (i) the Total Net Leverage Ratio is equal to or less than 6.50:1.00 for the most recently ended Test Period on a Pro Forma Basis and (ii) subject to Section 1.06 in the case of any Subject Transaction made in connection with the consummation of a Limited Condition Transaction, no Event of Default shall have occurred and be continuing or would result therefrom; provided, that, in each of clauses (A) and (B) above, the aggregate principal amount of such Indebtedness of which the primary obligor or guarantor is a Restricted Subsidiary that is not a Loan Party outstanding in reliance on this clause (xxiv) shall not exceed, at the time of incurrence thereof and after giving Pro Forma Effect thereto, the Non-Loan Party Debt Amount;

(xxv) (A) working capital facilities, overdraft facilities, cash-pooling arrangements and other local lines of credit of the Company and the Restricted Subsidiaries; provided that at the time of the incurrence thereof and after giving Pro Forma Effect thereto, the aggregate principal amount of Indebtedness outstanding in reliance on this clause (xxv) shall not exceed the greater of $72.0 million and 24.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the

most recently ended Test Period as of such time, and (B) any Permitted Refinancing of any Indebtedness set forth in the immediately preceding subclause (A);

(xxvi) (A) Indebtedness of any Securitization Entity in connection with a Qualified Securitization Transaction; provided that at the time of the incurrence thereof and after giving Pro Forma Effect thereto, the aggregate principal amount of Indebtedness outstanding in reliance on this clause (xxvi) shall not exceed the greater of $36.0 million and 12.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time and (B) any Permitted Refinancing of any Indebtedness set forth in the immediately preceding subclause (A);

(xxvii) Indebtedness of the Company or any Restricted Subsidiary in an aggregate outstanding principal amount not to exceed 100% of the aggregate amount of (A) cash capital contribution in respect of Permitted Equity (other than Specified Equity Contributions) to the extent not included within the Available Equity Amount or applied to increase any other basket hereunder and excluding any Cure Amounts;

(xxviii) [Reserved]

(xxix) [Reserved]; and

(xxx) all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (i) through (xxix) above.

Section 6.02 Liens. The Company will not, and will not permit any Restricted Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, except:

(i) Liens created under the Loan Documents;

(ii) Permitted Encumbrances;

(iii) (A) Liens existing on the Effective Date and, to the extent securing obligations with a principal amount in excess of $5.0 million, set forth on Schedule 6.02 and (B) any modifications, replacements, renewals or extensions thereof; provided that (x) such modified, replacement, renewal or extension Lien does not extend to any additional property other than (1) after-acquired property that is affixed or incorporated into the property covered by such Lien and (2) proceeds and products thereof, and (y) the obligations secured or benefited by such modified, replacement, renewal or extension Lien are permitted by Section 6.01;

(iv) Liens securing Indebtedness permitted under Section 6.01(v); provided that (A) such Liens attach concurrently with or within 270 days after the acquisition, repair, replacement, construction or improvement (as applicable) of the property subject to such Liens, (B) such Liens do not at any time encumber any property other than the property financed by such Indebtedness except for accessions to such property and the proceeds and the products thereof and (C) with respect to Capital Lease Obligations, such Liens do not at any time extend to or cover any assets (except for accessions to or proceeds of such assets) other than the assets subject to such Capital Lease Obligations; provided, further, that individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender;

(v) leases, licenses, subleases or sublicenses granted to others that do not (A) interfere in any material respect with the business of the Company and the Restricted Subsidiaries, taken as a whole, or (B) secure any Indebtedness;

(vi) 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;

(vii) Liens (A) of a collection bank arising under Section 4-210 of the UCC (or equivalent provisions of applicable law) on items in the course of collection and (B) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of setoff) and that are within the general parameters customary in the banking industry;

(viii) Liens (A) on cash advances or escrow deposits in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 6.04 to be applied against the purchase price for such Investment or otherwise in connection with any escrow arrangements with respect to any such Investment or any Disposition permitted under Section 6.05 (including any letter of intent or purchase agreement with respect to such Investment or Disposition), or (B) consisting of an agreement to dispose of any property in a Disposition permitted under Section 6.05, in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(ix) Liens on property of any Restricted Subsidiary that is not a Loan Party, which Liens secure Indebtedness of such Restricted Subsidiary or another Restricted Subsidiary that is not a Loan Party, in each case permitted under Section 6.01;

(x) Liens granted by a Restricted Subsidiary that is not a Loan Party in favor of any Loan Party, Liens granted by a Restricted Subsidiary that is not a Loan Party in favor of another Restricted Subsidiary that is not a Loan Party and Liens granted by a Loan Party in favor of any other Loan Party;

(xi) Liens existing on property at the time of its acquisition or existing on the property of any Person at the time such Person becomes a Restricted Subsidiary, in each case after the Effective Date (other than Liens on the Equity Interests of any Person that becomes a Restricted Subsidiary); provided that (A) such Lien was not created in contemplation of such acquisition or such Person becoming a Restricted Subsidiary, (B) such Lien does not extend to or cover any other assets or property (other than the proceeds or products thereof and other than after-acquired property subject to a Lien securing Indebtedness and other obligations incurred prior to such time and which Indebtedness and other obligations are permitted hereunder that require or include, pursuant to their terms at such time, a pledge of after-acquired property, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition) and (C) the Indebtedness secured thereby is permitted under any of Section 6.01(v), (vii) and (xiv);

(xii) any interest or title of a lessor under leases (other than leases constituting Capital Lease Obligations) entered into by the Company or any Restricted Subsidiary in the ordinary course of business;

(xiii) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods by the Company or any Restricted Subsidiary in the ordinary course of business;

(xiv) Liens deemed to exist in connection with Investments in repurchase agreements under clause (e) of the definition of the term " Permitted Investments";

(xv) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(xvi) Liens that are contractual rights of setoff (A) relating to the establishment of depository relations with banks not given in connection with the incurrence of Indebtedness, (B) relating to pooled deposit or sweep accounts to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Company and the Restricted Subsidiaries or (C) relating to purchase orders and other agreements entered into with customers of the Company or any Restricted Subsidiary in the ordinary course of business;

(xvii) ground leases in respect of real property on which facilities owned or leased by the Company or any Restricted Subsidiary are located;

(xviii) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(xix) Liens (A) on the Collateral securing Permitted Second Priority Refinancing Debt permitted pursuant to Section 6.01(xxii) (including any Permitted Refinancing thereof), (B) on the Collateral securing Permitted First Priority Debt permitted pursuant to Section 6.01(viii), (C) on the Collateral securing Incremental Equivalent Debt permitted pursuant to Section 6.01(xxiii) and (D) on the Collateral securing Indebtedness permitted pursuant to Section 6.01(xviii);

(xx) Liens on real property;

(xxi) with respect to any letters of credit, bank guarantees, bankers' acceptances or similar instruments, in each case, in existence on the Effective Date, Liens on cash or Permitted Investments to secure obligations thereunder in an amount not to exceed 103.0% of the face amount thereof;

(xxii) Liens in connection with (A) Swap Agreements permitted under Section 6.01(vi), (B) Indebtedness under Section 6.01(iv), (C) Indebtedness under Section 6.01(xii), (D) Indebtedness under Section 6.01(xx) (but only on assets of Restricted Subsidiaries that are not Loan Parties), (E) Indebtedness under Section 6.01(xxv) and (F) Indebtedness under Section 6.01(xxvi) (but only on assets of Securitization Entities);

(xxiii) [Reserved];

(xxiv) other Liens and privileges arising mandatorily by Requirements of Law;

(xxv) [Reserved]

(xxvi) [Reserved]

(xxvii) Liens on Excluded Assets; provided that the aggregate outstanding face amount of obligations secured by Liens existing in reliance on this clause (xxvii) shall not exceed, at the time of incurrence thereof and after giving Pro Forma Effect thereto, the greater of $30.0 million

and 10.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time; and

(xxviii) other Liens; provided that at the time of the granting of and after giving Pro Forma Effect to any such Lien and the obligations secured thereby (including the use of proceeds thereof) the aggregate outstanding face amount of obligations secured by Liens existing in reliance on this clause (xxviii) shall not exceed the greater of $168.0 million and 60.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time.

Section 6.03 Fundamental Changes.

(a) The Company and the US Borrower will not, and will not permit any other Restricted Subsidiary to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or liquidate or dissolve, except that:

(i) any Restricted Subsidiary (other than the US Borrower) may merge, consolidate or amalgamate with (A) the US Borrower; provided that such Borrower shall be the continuing or surviving Person, or (B) in the case of any Restricted Subsidiary (other than the US Borrower), any one or more other Restricted Subsidiaries; provided that when any Subsidiary Guarantor is merging, consolidating or amalgamating with another Restricted Subsidiary (other than the US Borrower) (1) the continuing or surviving Person shall be a Subsidiary Guarantor or (2) if the continuing or surviving Person is not a Subsidiary Guarantor, the acquisition of such Subsidiary Guarantor by such surviving Restricted Subsidiary (other than the US Borrower) is otherwise permitted under Section 6.04 (other than Section 6.04(c));

(ii) (A) any Restricted Subsidiary that is not a Loan Party may merge, consolidate or amalgamate with or into any other Restricted Subsidiary that is not a Loan Party and (B) any Restricted Subsidiary may liquidate or dissolve or change its legal form if the Company determines in good faith that such action is in the best interests of the Company and the Restricted Subsidiaries and is not materially disadvantageous to the Lenders;

(iii) any Restricted Subsidiary may make a Disposition of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Company or another Restricted Subsidiary; provided that if the transferor in such a transaction is a Loan Party, then (A) the transferee must be a Loan Party, (B) to the extent constituting an Investment, such Investment must be a permitted Investment in a Restricted Subsidiary that is not a Loan Party in accordance with Section 6.04 or (C) to the extent constituting a Disposition to a Restricted Subsidiary that is not a Loan Party, such Disposition is for fair value as determined by the US Borrower in good faith and any promissory note or other non-cash consideration received in respect thereof is a permitted Investment in a Restricted Subsidiary that is not a Loan Party in accordance with Section 6.04;

(iv) either Borrower may merge, consolidate or amalgamate with any other Person; provided that (A) such Borrower shall be the continuing or surviving Person or (B) if the Person formed by or surviving any such merger, consolidation or amalgamation is not such Borrower (any such Person, the "Successor Borrower"), (1) the Successor Borrower shall be an entity organized, incorporated or existing under the laws of the United States, any State thereof or the District of Columbia, (2) the Successor Borrower shall expressly assume all the obligations of such Borrower under this Agreement and the other Loan Documents to which such Borrower is a party pursuant to a supplement hereto or thereto in form and substance reasonably satisfactory to

the Administrative Agent, (3) each Loan Party other than such Borrower, unless it is the other party to such merger, consolidation or amalgamation, shall have reaffirmed, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, that its Guarantee of, and grant of any Liens as security for, the Secured Obligations shall apply to the Successor Borrower's obligations under this Agreement and (4) such Borrower shall have delivered to the Administrative Agent a certificate of a Responsible Officer and an opinion of counsel, each stating that such merger or consolidation complies with this Agreement; provided, further, that (y) if such Person is not a Loan Party, no Default exists after giving effect to such merger or consolidation and (z) if the foregoing requirements are satisfied, the Successor Borrower will succeed to, and be substituted for, such Borrower under this Agreement and the other Loan Documents; provided, further, that such Borrower shall have delivered to the Administrative Agent any documentation and other information about the Successor Borrower as shall have been reasonably requested in writing by the Administrative Agent or any Lender through the Administrative Agent that the Administrative Agent or such Lender, as applicable, shall have reasonably determined is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act (and the results thereof shall be reasonably satisfactory to the Administrative Agent or such Lender, as applicable);

(v) any Restricted Subsidiary may merge, consolidate or amalgamate with any other Person in order to effect an Investment permitted pursuant to Section 6.04; provided that the continuing or surviving Person shall be a Restricted Subsidiary, which together with each Restricted Subsidiary, shall have complied with the requirements of Sections 5.11 and 5.12; and

(vi) any Restricted Subsidiary may effect a merger, dissolution, liquidation consolidation or amalgamation to effect a Disposition permitted pursuant to Section 6.05 (other than Section 6.05(e)).

(b) The Company and the US Borrower will not, and will not permit any other Restricted Subsidiary to, engage to any material extent in any business other than businesses of the type conducted by the Company and the Restricted Subsidiaries on the Effective Date and businesses activities which are extensions thereof or otherwise incidental, reasonably related or ancillary to any of the foregoing.

(c) Holdings will not conduct, transact or otherwise engage in any business or operations other than (i) the ownership and/or acquisition of the Equity Interests of the Company or any other Subsidiary of Holdings that is an inactive Subsidiary, (ii) the maintenance of its legal existence, including the ability to incur fees, costs and expenses relating to such maintenance, (iii) participating in tax, accounting and other administrative matters as a member of the consolidated group of Holdings and the Company, (iv) the performance of its obligations under and in connection with (x) the Loan Documents, (y) any documentation governing any Guarantee of any Indebtedness of the Company or any Restricted Subsidiary permitted under Section 6.01 and (z) any documentation governing its Equity Interests (including any preferred equity interests), and, in the case of clauses (x), (y) and (z), the other agreements contemplated hereby and thereby, (v) any public offering of its common stock or any other issuance or registration of its Equity Interests for sale or resale not prohibited by this Agreement, including the costs, fees and expenses related thereto, (vi) the payment of any dividend or other distribution not prohibited by Section 6.07, or any Investment permitted under Section 6.03(d), (vii) incurring fees, costs and expenses relating to overhead and general operating including professional fees for legal, tax and accounting issues and paying taxes, (viii) providing indemnification to officers and

directors, (ix) activities incidental to the consummation of the Transactions, and (x) activities incidental to the businesses or activities described in clauses (i) through (ix) of this paragraph.

(d) Holdings will not own or acquire any material assets (other than Equity Interests as referred to in paragraph (c)(i) above, cash and Permitted Investments or intercompany Investments in the Loan Parties permitted hereunder or assignments of Term Loans that will be contributed to the Company for cancellation) or incur any liabilities (other than liabilities as referred to in paragraph (c) above, liabilities imposed by law, including tax liabilities, and other liabilities incidental to its existence and business and activities permitted by this Agreement); provided that Holdings may consummate acquisitions that are promptly contributed to the Company. Without limiting the foregoing, Holdings shall not at any time own the Equity Interests of any Subsidiary other than (i) the Company or any other Subsidiary of Holdings that is an inactive Subsidiary and (ii) in accordance with the proviso of the immediate preceding sentence of this paragraph (d).

Section 6.04 Investments, Loans, Advances, Guarantees and Acquisitions. The Company and the US Borrower will not, and will not permit any other Restricted Subsidiary to, make or hold any Investment, except:

(a) Permitted Investments;

(b) loans or advances to officers, directors, employees and independent contractors of any Parent Company, the Company or any Restricted Subsidiary (i) for reasonable and customary business-related travel, entertainment, relocation and analogous ordinary business purposes, (ii) in connection with such Person's purchase of Equity Interests of any Parent Company and (iii) for purposes not described in the foregoing clauses (i) and (ii); provided that at the time of the relevant loan or advance and after giving Pro Forma Effect thereto, the aggregate principal amount of loans and advances outstanding in reliance on this clause (b) shall not exceed the greater of $30.0 million and 9.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time;

(c) Investments (i) by the Company or any Restricted Subsidiary in the Company, the US Borrower or any Subsidiary Guarantor (excluding any new Restricted Subsidiary that becomes a Subsidiary Guarantor pursuant to such Investment), (ii) by any Restricted Subsidiary that is not a Loan Party in any other Restricted Subsidiary that is also not a Loan Party, (iii) by the Company or any Restricted Subsidiary (A) in any Restricted Subsidiary; provided that the aggregate amount of such Investments made by Loan Parties after the Effective Date in Restricted Subsidiaries that are not Loan Parties in reliance on this clause (iii)(A) shall not exceed, at the time of such Investment and after giving Pro Forma Effect thereto, the Non-Loan Party Investment Amount, (B) in any Restricted Subsidiary that is not a Loan Party, constituting an exchange of Equity Interests of such Restricted Subsidiary for Indebtedness of such Subsidiary or (C) constituting Guarantees of Indebtedness or other monetary obligations of Restricted Subsidiaries that are not Loan Parties owing to any Loan Party, (iv) by the Company or any Restricted Subsidiary in Restricted Subsidiaries that are not Loan Parties so long as such Investment is part of a series of simultaneous Investments that result in the proceeds of the initial Investment being invested in one or more Loan Parties and (v) by the Company or any Restricted Subsidiary in any Restricted Subsidiary that is not a Loan Party, consisting of the contribution of Equity Interests of any other Restricted Subsidiary that is not a Loan Party so long as, to the extent contributed by a Loan Party, the Equity Interests of the transferee Restricted Subsidiary (or a direct or indirect parent company thereof that is not a Subsidiary Guarantor) are pledged to secure the Secured Obligations;

(d) Investments consisting of extensions of trade credit and accommodation guarantees in the ordinary course of business;

(e) Investments (i) existing or contemplated on the Effective Date and set forth on Schedule 6.04(e) and any modification, replacement, renewal, reinvestment or extension thereof and (ii) Investments existing on the Effective Date by the Company or any Restricted Subsidiary in the Company or any Restricted Subsidiary and any modification, renewal or extension thereof; provided that the amount of the original Investment is not increased except by the terms of such Investment to the extent set forth on Schedule 6.04(e) or as otherwise permitted by this Section 6.04;

(f) Investments in Swap Agreements and not for speculative purposes;

(g) promissory notes and other non-cash consideration received in connection with Dispositions permitted by Section 6.05;

(h) Permitted Acquisitions;

(i) any related intercompany investments occurring in connection with the Transactions;

(j) Investments in the ordinary course of business consisting of (i) endorsements for collection or deposit, (ii) customary trade arrangements with customers and (iii) Guarantees of leases;

(k) Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy or reorganization of suppliers and customers or in settlement of delinquent obligations of, or other disputes with, customers and suppliers or upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

(l) loans and advances to any Parent Company in lieu of, and not in excess of the amount of (after giving effect to any other loans, advances or Restricted Payments in respect thereof), Restricted Payments to the extent permitted to be made to such Parent Company in accordance with Section 6.07(a);

(m) other Investments and other acquisitions not to exceed, at the time any such Investment or other acquisition is made in reliance on this clause (m), the sum of (A) the Available Amount that is Not Otherwise Applied, plus (B) the Available Equity Amount that is Not Otherwise Applied; provided that usage of the Available Amount shall only be permitted to the extent that no Event of Default shall have occurred and be continuing or would result therefrom;

(n) advances of payroll payments to employees and independent contractors in the ordinary course of business;

(o) Investments and other acquisitions to the extent that payment for such Investments is made solely with Qualified Equity Interests (excluding Cure Amounts) of any Parent Company;

(p) Investments of a Subsidiary acquired after the Effective Date or of a Person merged or consolidated with any Subsidiary in accordance with this Section 6.04 and Section 6.03 after the Effective Date or that otherwise becomes a Subsidiary to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(q) receivables (other than in respect of Indebtedness for borrowed money) owing to the Company or any Restricted Subsidiary, if created or acquired in the ordinary course of business;

(r) non-cash Investments in connection with tax planning and reorganization activities; provided that, in the reasonable judgment of the Administrative Agent (following consultation with the US Borrower), after giving effect to any such activities, the security interests of the Lenders in the Collateral, taken as a whole, would not be materially impaired;

(s) Investments (A) for utilities, security deposits, leases and similar prepaid expenses incurred in the ordinary course of business and (B) trade accounts created, or prepaid expenses accrued, in the ordinary course of business;

(t) Investments consisting of purchases or other acquisitions of, or the licensing, sublicensing or contribution of, Intellectual Property, in each case in the ordinary course of business;

(u) Investments in Joint Ventures and Similar Businesses; provided that at the time of the relevant Investment and after giving Pro Forma Effect thereto, the aggregate principal amount of Investments outstanding in reliance on this clause (u) shall not exceed the greater of $36.0 million and 18.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time;

(v) Investments in the form of debt or Equity Interests in connection with the contribution, sale, or other transfer of receivables and related assets, cash or Permitted Investments made in connection with a Qualified Securitization Transaction (including the contribution or lending of cash and Permitted Investments to Subsidiaries to finance the purchase of receivables or related assets from the Company or any Restricted Subsidiary or to otherwise fund required reserves);

(w) [Reserved];

(x) [Reserved]

(y) [Reserved];

(z) other Investments; provided that after giving effect to such Investment on a Pro Forma Basis, (i) the Total Net Leverage Ratio is less than or equal to 6.00:1.00 and (ii) no Specified Event of Default shall have occurred and be continuing at the time of consummation of such Investment; and

(aa) other Investments; provided that at the time of the relevant Investment and after giving Pro Forma Effect thereto, the aggregate principal amount of Investments outstanding in reliance on this clause (aa) shall not exceed the greater of $132.0 million and 48.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time.

Section 6.05 Asset Sales. Neither the Company nor the US Borrower will, nor will they permit any other Restricted Subsidiary to, (i) sell, transfer, lease or otherwise dispose of any asset, including any Equity Interest owned by it or (ii) permit any Restricted Subsidiary to issue any additional Equity Interests in such Restricted Subsidiary (other than issuing directors' qualifying shares, nominal shares issued to foreign nationals to the extent required by applicable Requirements of Law and other than issuing Equity Interests to the Company or any Restricted Subsidiary in compliance with Section 6.04(c)) (each, a " Disposition"), except:

(a) Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business and Dispositions of property no longer used or useful in the conduct of the business of the Company and the Restricted Subsidiaries;

(b) Dispositions of inventory and other assets in the ordinary course of business;

(c) Dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are promptly applied to the purchase price of such replacement property;

(d) Dispositions of property to the Company or any Restricted Subsidiary; provided that if the transferor in such a transaction is a Loan Party, then (i) the transferee must be a Loan Party, (ii) to the extent constituting an Investment, such Investment must be a permitted Investment in a Restricted Subsidiary that is not a Loan Party in accordance with Section 6.04 or (iii) to the extent constituting a Disposition to a Restricted Subsidiary that is not a Loan Party, such Disposition is for fair value (as determined by the US Borrower in good faith) and any promissory note or other non-cash consideration received in respect thereof is a permitted Investment in a Restricted Subsidiary that is not a Loan Party in accordance with Section 6.04;

(e) Dispositions permitted by Section 6.03, Investments permitted by Section 6.04, Restricted Payments permitted by Section 6.07 and Liens permitted by Section 6.02;

(f) Dispositions pursuant to sale-leaseback transactions permitted by Section 6.06 of property acquired by the Company or any Restricted Subsidiary after the Effective Date or owned by the Company or any Restricted Subsidiary as of the Effective Date;

(g) Dispositions of Permitted Investments;

(h) Dispositions of accounts receivable in connection with the collection or compromise thereof;

(i) leases, subleases, licenses or sublicenses (including the provision of software under an open source license), in each case in the ordinary course of business and that do not materially interfere with the business of the Company and the Restricted Subsidiaries, taken as a whole;

(j) transfers of property subject to Casualty Events upon receipt of the Net Proceeds of such Casualty Event;

(k) Dispositions of (A) property to Persons other than the Company and the Restricted Subsidiaries (including the sale or issuance of Equity Interests of a Restricted Subsidiary) not otherwise permitted under this Section 6.05; provided that (i) no Event of Default shall exist at the time of, or would result from, such Disposition (other than any such Disposition made pursuant to a legally binding commitment entered into at a time when no Event of Default existed or would have resulted from such Disposition) and (ii) with respect to any Disposition pursuant to this clause (k) for a purchase price in excess of the greater of $18.0 million and 6.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time, the Company or any Restricted Subsidiary shall receive not less than 75.0% of such consideration in the form of cash or Permitted Investments; provided, however, that for the purposes of this clause (ii) any liabilities (as shown on the most recent balance sheet of the US Borrower provided hereunder or in the footnotes thereto) of the Company or such Restricted Subsidiary, other than liabilities that are by their terms subordinated in right of payment to the Loan Document Obligations, that are assumed by the transferee with respect to the applicable

Disposition and for which the Company and all of the Restricted Subsidiaries shall have been validly released by all applicable creditors in writing, shall be deemed to be cash, and any Designated Non-Cash Consideration received by the Company or such Restricted Subsidiary in respect of such Disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (l) that is at that time outstanding, not in excess of the greater of $55.0 million and 18.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of the time of the receipt of such Designated Non-Cash Consideration, with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value, shall be deemed to be cash and (B) Excluded Assets;

(l) Dispositions of Investments in Joint Ventures, to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(m) Dispositions or forgiveness of accounts receivable in the ordinary course of business in connection with the collection or compromise thereof;

(n) (x) any swap or exchange of assets, or dispositions or transfers of assets, between the Loan Parties, (y) dispositions or transfers of assets among the Loan Parties and the Restricted Subsidiaries pursuant to customary transfer pricing arrangements and (z) (i) any swap or exchange between Loan Parties and Subsidiaries that are not Loan Parties for fair market value (as determined in good faith by the US Borrower), and (ii) other Dispositions of assets from Loan Parties to Subsidiaries that are not Loan Parties, not to exceed, in the case of this clause (z)(ii), at the time of such swap or exchange or other Disposition and after giving Pro Forma Effect thereto, the Non-Loan Party Investment Amount;

(o) Dispositions of any assets (including Equity Interests) (A) acquired in connection with any Permitted Acquisition or other Investment permitted hereunder, which assets are not core or principal to the business of the Company and the Restricted Subsidiaries, for an aggregate purchase price with respect to any such Disposition of assets initially acquired in any Permitted Acquisition or other Investment, not in excess of 35.0% of the purchase price for such Permitted Acquisition or other Investment, or (B) made to obtain the approval of any applicable antitrust authority in connection with a Permitted Acquisition or other Investment permitted hereunder;

(p) Dispositions of accounts receivable and related assets in connection with any Qualified Securitization Transaction;

(q) Dispositions of any assets that are not Collateral, subject to Section 2.11(c); and

(r) other Dispositions in an aggregate amount not to exceed the greater of $168.0 million and 60.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time;

provided that any Disposition of any property pursuant to paragraphs (k) or (r) above, to the extent for a purchase price in excess of the greater of $18.0 million and 6.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time, shall be for no less than the fair market value of such property at the time of such Disposition (as determined by the US Borrower in good faith).

Section 6.06 Sale and Leaseback Transactions. The Company and the US Borrower will not, and will not permit any other Restricted Subsidiary to, enter into any arrangement, directly or indirectly, whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred, except for (i) sale and leasebacks so long as the aggregate fair market value of all such sale and leasebacks under this clause (i) do not exceed the greater of $7.5 million and 2.5% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of the time of such Disposition during the term of this Agreement and (ii) any such sale of any fixed or capital assets by the Company or any Restricted Subsidiary that is made for cash consideration in an amount not less than the fair value of such fixed or capital asset and is consummated within 270 days after the Company or such Restricted Subsidiary, as applicable, acquires or completes the construction of such fixed or capital asset.

Section 6.07 Restricted Payments; Certain Payments of Indebtedness.

(a) The Company and the US Borrower will not, and will not permit any other Restricted Subsidiary to, declare or make, directly or indirectly, any Restricted Payment, except:

(i) each Restricted Subsidiary may make Restricted Payments to the Company or to any Restricted Subsidiary (and, in the case of a Restricted Payment by a Restricted Subsidiary that is not a Wholly Owned Subsidiary of the Company, to any other Restricted Subsidiary and to each other owner of Equity Interests of such Restricted Subsidiary based on their relative ownership interests of the relevant class of Equity Interests);

(ii) the Company and each Restricted Subsidiary may declare and make dividend payments or other distributions payable solely in the Equity Interests of such Person; provided that in the case of any such Restricted Payment by a Restricted Subsidiary that is not a Wholly Owned Subsidiary of the Company, such Restricted Payment is made to the Company, any Restricted Subsidiary and to each other owner of Equity Interests of such Restricted Subsidiary based on their relative ownership interests of the relevant class of Equity Interests;

(iii) Restricted Payments in respect of working capital adjustments or purchase price adjustments and to satisfy indemnity and other similar obligations in connection with any Permitted Acquisition or other permitted Investment;

(iv) repurchases of Equity Interests in any Parent Company, the Company or any Restricted Subsidiary deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price or withholding taxes payable in connection with the exercise of such options or warrants;

(v) Restricted Payments to redeem, acquire, retire, repurchase or settle Equity Interests (or any options or warrants or stock appreciation rights issued with respect to any of such Equity Interests) or to service Indebtedness incurred to finance the redemption, acquisition, retirement, repurchase or settlement of such Equity Interests (or Restricted Payments to any Parent Company to allow such Parent Company to so redeem, retire, acquire or repurchase their Equity Interests or to service Indebtedness incurred to finance the redemption, retirement, acquisition or repurchase of such Equity Interests) held by current or former officers, managers, consultants, directors, employees and independent contractors (or their respective spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees) of any Parent Company, the Company or any Restricted Subsidiary upon the death, disability,

retirement or termination of employment or other retention of any such Person or otherwise in accordance with any stock option or stock appreciation rights plan, any management, director, employee and/or independent contractor stock ownership or incentive plan, stock subscription plan, employment or independent contractor termination agreement or any other employment or independent contractor agreements or equity holders' agreement;

(vi) the Company and the Restricted Subsidiaries may make Restricted Payments in cash to any Parent Company:

(A) for any taxable period ending after the Effective Date for which the Company or any Restricted Subsidiary is a member of a consolidated, combined, unitary or affiliated income tax group for U.S. federal, state, local and/or non-U.S. income tax purposes (a "Tax Group") of which any Parent Company is the common parent, the proceeds of which shall be used by any Parent Company to pay Tax liabilities of such Tax Group attributable to the income of the Company, the US Borrower and/or the applicable Subsidiaries; provided that the Restricted Payments made pursuant to this clause (a)(vi)(A) shall be reduced by the amount of the tax effect from any net operating loss attributable to the operations of the Company and the Restricted Subsidiaries previously taken into account by such Tax Group during a taxable year after the date hereof taking into account any limitations on usage of such net operating losses (such as Section 382 of the Code or the limitations on using net operating losses under the alternative minimum tax); provided, further, that Restricted Payments made pursuant to this clause (a)(vi)(A) for any taxable period in the aggregate shall not exceed the amount of such Taxes that would have been payable by the Company, the US Borrower and/or the Subsidiaries (as applicable) if such entity(ies) were a stand-alone corporate taxpayer or a stand-alone Tax Group for all applicable taxable periods; provided, further, that Restricted Payments under this clause (a)(vi)(A) in respect of any Taxes attributable to the income of any Unrestricted Subsidiaries of the Company may be made only to the extent that such Unrestricted Subsidiaries have made cash payments for such purpose to the Company, the US Borrower or any other Loan Party;

(B) the proceeds of which shall be used by such Parent Company to pay (1) its operating expenses incurred in the ordinary course of business and other corporate overhead costs and expenses (including administrative, legal, accounting and similar expenses payable to third parties) that are reasonable and customary and incurred in the ordinary course of business, in an aggregate amount together with the aggregate amount of loans and advances made pursuant to Section 6.04(l) in lieu of Restricted Payments permitted by this clause (a)(vi)(B) not to exceed the greater of $9.0 million and 3.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time in any calendar year, plus any reasonable and customary indemnification claims made by directors or officers of any Parent Company attributable to the ownership or operations of the Company and the Restricted Subsidiaries and (2) amounts permitted to be paid pursuant to Section 6.08(iv);

(C) the proceeds of which shall be used by such Parent Company to pay franchise Taxes, and other fees and expenses, required to maintain its corporate existence;

(D) to finance any Investment permitted to be made pursuant to Section 6.04(b);

(E) the proceeds of which shall be used to pay (or to allow any direct or indirect parent thereof to pay) fees and expenses (other than to Affiliates) related to any unsuccessful equity or debt offering permitted by this Agreement;

(F) which are required to be made pursuant to the governing documents of such Parent Company in effect on the Effective Date; and

(G) the proceeds of which shall be used to make payments pursuant to (and subject to the conditions set forth in) Sections 6.08(iv) and (xi);

(vii) the Company and the US Borrower may make additional Restricted Payments to any Parent Company in an aggregate amount not to exceed, at the time any such Restricted Payment is made in reliance on this clause (a)(vii), the sum of (A) the Available Amount that is Not Otherwise Applied plus (B) the Available Equity Amount that is Not Otherwise Applied; provided that usage of the Available Amount shall only be permitted to the extent that (i) the Total Net Leverage Ratio is equal to or less than 6.50:1.00 for the most recently ended Test Period on a Pro Forma Basis and (ii) no Event of Default shall have occurred and be continuing or would result therefrom;

(viii) redemptions in whole or in part of any of its Equity Interests for another class of its Equity Interests or with proceeds from substantially concurrent equity contributions or issuances of new Equity Interests; provided that such new Equity Interests contain terms and provisions at least as advantageous to the Lenders in all respects material to their interests as those contained in the Equity Interests redeemed thereby;

(ix) to make AHYDO " catch up" payments in respect of any Indebtedness permitted to be incurred under this Agreement, to the extent necessary for such Indebtedness to avoid AHYDO status;

(x) following any IPO, Restricted Payments in an aggregate amount in any calendar year not to exceed the greater of (A) 6.0% of the aggregate amount of Net Proceeds of any Qualified Equity Interests issued pursuant to such IPO which are contributed to the Company or the US Borrower and (B) 5.0% of the market capitalization of the applicable IPO Entity, in each case, to the extent not included within the Available Equity Amount or applied to increase any other basket hereunder and excluding any Cure Amounts;

(xi) other Restricted Payments; provided that after giving effect to such Restricted Payment (A) the Total Net Leverage Ratio is equal to or less than 5.75:1.00 on a Pro Forma Basis and (B) no Event of Default shall have occurred and be continuing at the time of consummation of such Restricted Payment; and

(xii) other Restricted Payments in an aggregate amount not to exceed (A) the greater of $168.0 million and 60.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period at such time, less (B) the aggregate amount of Repayments made pursuant to Section 6.07(b)(vii); provided that, no Event of Default shall have occurred and be continuing at the time of consummation of such Restricted Payment.

(b) Neither the Company nor the US Borrower will, nor will they permit any other Restricted Subsidiary to, make, directly or indirectly, any prepayment, purchase or redemption (whether in cash, securities or other property) of or in respect of principal or any interest, fees or other amounts of any Junior Financing (which, solely for purposes of this Section 6.07(b), shall exclude any Junior

Financing having an aggregate principal amount less than the greater of $30.0 million and 10.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time (any Junior Financing in excess of such aggregate principal amount, a " Restricted Junior Financing")) or First Lien Term Loans, including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of the principal of any Restricted Junior Financing or the First Lien Term Loans that has a substantially similar effect to any of the foregoing or any amendment to the documentation of the Restricted Junior Financing or the First Lien Term Loans that is material and adverse to the Lenders (collectively, a " Repayment"), except:

(i) payments of (A) regularly scheduled interest, principal (including payments of principal at or within 30 days prior to maturity) and payments of fees (including amendment or consent fees), expenses, and indemnification obligations as and when due in respect of any Restricted Junior Financing (other than payments with respect to Subordinated Indebtedness prohibited by the subordination provisions applicable thereto, if any) provided that, subject to Section 1.06 in the case of any such payment made in connection with a Limited Condition Transaction, no Event of Default shall have occurred and be continuing at the time of consummation of such payment and (B)(i) regularly scheduled interest, principal (including payments of principal at or within 30 days prior to maturity) and payments of fees (including amendment or consent fees), expenses and indemnification obligations as and when due in respect of any Permitted First Priority Debt and (ii) mandatory prepayments of any Permitted First Priority Debt made with Declined Proceeds (and related prepayment premiums payable thereon) and any prepayment premiums on any Permitted First Priority Debt and Restricted Junior Financing to the extent the principal amount of such Indebtedness is otherwise permitted to be paid under this Section 6.07(b);

(ii) refinancings of Indebtedness to the extent permitted by Section 6.01;

(iii) the conversion of any Restricted Junior Financing or Permitted First Priority Debt to Equity Interests (other than Disqualified Equity Interests) of any Parent Company;

(iv) Repayments in respect of Restricted Junior Financings and Permitted First Priority Debt prior to the date that is 30 days prior to their respective scheduled maturity dates in an aggregate amount not to exceed, at the time any such Repayment is made in reliance on this clause (b)(iv), the sum of (A) the Available Amount that is Not Otherwise Applied plus (B) the Available Equity Amount that is Not Otherwise Applied; provided that usage of the Available Amount shall only be permitted to the extent that (i) the Total Net Leverage Ratio is equal to or less than 6.50:1.00 for the most recently ended Test Period on a Pro Forma Basis and (ii) no Event of Default shall have occurred and be continuing or would result therefrom.

(v) other Repayments; provided that after giving effect to such Repayment (A) the Total Net Leverage Ratio is equal to or less than 5.75:1.00 on a Pro Forma Basis and (B) no Event of Default shall have occurred and be continuing at the time of consummation of such Repayment;

(vi) Repayments constituting AHYDO " catch up" payments in respect of Restricted Junior Financings and Permitted First Priority Debt; and

(vii) other Repayments in an aggregate amount not to exceed (A) the greater of $168.0 million and 60.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time, less (B) the aggregate amount of Restricted Payments made pursuant to Section 6.07(a)(xii); provided that, subject to Section 1.06 in the case

of any such Repayment made in connection with a Limited Condition Transaction, no Event of Default shall have occurred and be continuing at the time of consummation of such Repayment.

Section 6.08 Transactions with Affiliates. The Company and the US Borrower will not, and will not permit any other Restricted Subsidiary to, 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 transactions with, any of its Affiliates, in each case involving property, assets or transactions with fair market value in excess of the greater of $18.0 million and 6.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time, except (i) transactions among the Loan Parties and the Restricted Subsidiaries (or any entity that becomes a Restricted Subsidiary as a result of such transaction) to the extent not prohibited under the Agreement, (ii) on terms not materially less favorable to the Company or such Restricted Subsidiary as would be obtainable by such Person at the time in a comparable arm's-length transaction with a Person other than an Affiliate (as reasonably determined by the US Borrower), (iii) the Transactions and the payment of fees and expenses related to the Transactions, (iv) (A) so long as no Event of Default has occurred and is continuing, (x) the payment of management, monitoring, consulting, oversight, advisory and similar fees to the Investors (or management companies of the Investors) pursuant to the Management Agreement and (y) the payment of transaction fees to the Investors (or management companies of the Investors) pursuant to the Management Agreement, in each case, which fees can accrue or be deferred and paid when such Event of Default is no longer outstanding; provided that such fees shall not exceed, in the case of the foregoing clause (x), the greater of $9.0 million and 3.0% of Consolidated EBITDAR calculated on a Pro Forma Basis for the most recently ended Test Period as of such time in any calendar year (which amount, if not used in any fiscal year, may be carried forward to subsequent fiscal years), and in the case of the foregoing clause (y), 1.5% of the transaction value for non-ordinary course transactions approved by the majority of the members of the Board of Directors of any Parent Company, the Company or any Subsidiary thereof and (B) the payment of all indemnification obligations and expenses owed to the Investors and any of their respective directors, officers, members of management, managers, employees and consultants in connection with the performance of such services described in clause (A), in each case of clauses (A) and (B), whether currently due or paid in respect of accruals from prior periods, (v) issuances of Equity Interests of Holdings, the Company and the US Borrower to the extent otherwise permitted by this Agreement, (vi) employment, independent contractor and severance arrangements between the Company and the Restricted Subsidiaries and their respective officers, employees and independent contractors in the ordinary course of business or otherwise in connection with the Transactions (including loans and advances pursuant to Sections 6.04(b) and 6.04(n)), (vii) payments by the Company and the Restricted Subsidiaries pursuant to tax sharing agreements among Holdings (or any direct or indirect parent thereof), the Company and the Restricted Subsidiaries on customary terms to the extent attributable to the ownership or operation of the Company and the Restricted Subsidiaries, to the extent payments are permitted by Section 6.07(a)(vi)(A), (viii) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, directors, officers, employees and independent contractors of the Company and the Restricted Subsidiaries in the ordinary course of business to the extent attributable to the ownership or operation of the Company and the Restricted Subsidiaries, (ix) transactions pursuant to permitted agreements in existence or contemplated on the Effective Date and set forth on Schedule 6.08 or any amendment thereto to the extent such an amendment is not adverse to the Lenders in any material respect, (x) Restricted Payments permitted under Section 6.07 and loans and advances in lieu thereof pursuant to Section 6.04(l), (xi) so long as no Specified Event of Default has occurred and is continuing, customary payments by the Company and any Restricted Subsidiaries to the Sponsor made for any financial advisory, consulting, financing, underwriting or placement services or in respect of other investment banking activities (including in connection with acquisitions or divestitures) and other transaction fees, which payments are approved in good faith by the majority of the members of the Board of Directors or a majority of the disinterested members of the Board of Directors of any Parent Company, the Company or any Subsidiary thereof, (a) any transaction

in respect of which the US Borrower delivers to the Administrative Agent a letter addressed to the Board of Directors of any Parent Company, the US Borrower or any Subsidiary thereof from an accounting, appraisal or investment banking firm of nationally recognized standing stating that such transaction is on terms that are not materially less favorable to the Company or the applicable Restricted Subsidiary than might be obtained at the time in a comparable arm's length transaction from a Person who is not an Affiliate and (b) (A) Guarantees permitted by Section 6.01 or Section 6.04 and (B) Investments or Dispositions pursuant to Section 6.04(c), 6.04(h), 6.04(v), 6.04(x), 6.04(y), 6.05(o)(z)(ii) or 6.05(q).

Section 6.09 Restrictive Agreements. The Company and the US Borrower will not, and will not permit any other Restricted Subsidiary to, directly or indirectly, enter into, incur or permit to exist any agreement that prohibits, restricts or imposes any condition upon (a) the ability of the Company, the US Borrower or any Subsidiary Guarantor to create, incur or permit to exist any Lien upon any of its property or assets to secure the Secured Obligations or (b) the ability of any Restricted Subsidiary that is not a Loan Party to pay dividends or other distributions with respect to any of its Equity Interests or to make or repay loans or advances to the Company or any Restricted Subsidiary or to Guarantee Indebtedness of any Restricted Subsidiary; provided that the foregoing clauses (a) and (b) shall not apply to any such restrictions that (i)(x) exist on the Effective Date and (to the extent not otherwise permitted by this Section 6.09) are listed on Schedule 6.09 and (y) any renewal or extension of a restriction permitted by clause (i)(x) or any agreement evidencing such restriction so long as such renewal or extension does not expand the scope of such restrictions in a manner materially adverse to the Administrative Agent and the Lenders, (ii)(x) are binding on a Restricted Subsidiary at the time such Restricted Subsidiary first becomes a Restricted Subsidiary, so long as such restrictions were not entered into solely in contemplation of such Person becoming a Restricted Subsidiary and (y) any renewal or extension of a restriction permitted by clause (ii)(x) or any agreement evidencing such restriction so long as such renewal or extension does not expand the scope of such restrictions in a manner materially adverse to the Administrative Agent and the Lenders, (iii) represent Indebtedness of a Restricted Subsidiary that is not a Loan Party that is permitted by Section 6.01, (iv) are customary restrictions that arise in connection with any Disposition permitted by Section 6.05 applicable pending such Disposition solely to the assets subject to such Disposition, (v) are customary provisions in joint venture agreements and other similar agreements applicable to Joint Ventures permitted under Section 6.04, (vi) are negative pledges and restrictions on Liens in favor of any holder of Indebtedness permitted under Section 6.01 but solely to the extent any negative pledge relates to the property financed by or securing such Indebtedness (and excluding in any event any Indebtedness constituting any Subordinated Indebtedness), (vii) are imposed by Requirements of Law, (viii) are customary restrictions contained in leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate only to the assets subject thereto, (ix) comprise restrictions imposed by any agreement relating to secured Indebtedness permitted pursuant to Section 6.01(v) to the extent that such restrictions apply only to the property or assets securing such Indebtedness, (x) are customary provisions restricting subletting or assignment of any lease governing a leasehold interest of Holdings, the Company or any Restricted Subsidiary, (xi) are customary provisions restricting assignment of any license, lease or other agreement, (xii) are restrictions on cash (or Permitted Investments) or deposits imposed by customers under contracts entered into in the ordinary course of business (or otherwise constituting Permitted Encumbrances on such cash or Permitted Investments or deposits), (xiii) are customary net worth provisions contained in real property leases or licenses of Intellectual Property entered into by the Company or any Restricted Subsidiary, so long as the US Borrower have determined in good faith that such net worth provisions could not reasonably be expected to impair the ability of the Company and its Subsidiaries to meet their ongoing obligation and/or (xiv) comprise restrictions imposed by any agreement relating to Indebtedness permitted pursuant to Section 6.01 to the extent that such restrictions or encumbrances are, in the good faith judgment of the US Borrower, not materially more restrictive with

respect to such encumbrances and other restrictions, taken as a whole, than the corresponding restrictions or encumbrances hereunder.

Section 6.10 Amendment of Junior Financing Documents and Organizational Documents. The Company and the US Borrower will not, and will not permit any other Restricted Subsidiary to, amend, modify, waive, terminate or release the documentation governing any other Junior Financing or Organizational Documents, in each case if the effect of such amendment, modification, waiver, termination or release is materially adverse to the Administrative Agent and the Lenders; provided that such modification will not be deemed to be materially adverse if such Junior Financing could be otherwise incurred under this Agreement (including as Indebtedness that does not constitute a Junior Financing) with such terms as so modified at the time of such modification.

Section 6.11 [Reserved.]

Section 6.12 Changes in Fiscal Year. The US Borrower will not make any change in fiscal year; provided, however, that the US Borrower may, upon written notice to the Administrative Agent, change their respective fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case, Holdings, the Company, the US Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in fiscal year.

Section 6.13 Anti-Corruption Laws; Sanctions.

(a) The US Borrower shall not, directly or, to the knowledge of the Company or the US Borrower, indirectly, (i) use any part of the proceeds of the Loans in violation of any applicable Anti-Corruption Law, (ii) use any part of the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any Person, to fund or finance any business or activities of, with or involving a Sanctioned Person, or in or involving any Sanctioned Jurisdiction, in violation of Sanctions or (iii) use any part of the proceeds of the Loans in any other manner that would constitute or cause a violation of Sanctions by any party hereto, including any Lender.

(b) This Section 6.13 shall not apply in respect of the US Borrower if and to the extent it is illegal, invalid or unenforceable as a result of any applicable Blocking Regulation and, in such case, the legality, validity and enforceability of this Section 6.13 shall not otherwise be affected.

Section 6.14 Anti-Layering. The Company and the US Borrower will not, and will not permit any other Restricted Subsidiary to:

(a) create, incur or permit to exist any Indebtedness (including Indebtedness acquired or assumed as part of a Permitted Acquisition) that is contractually subordinated or junior in right of payment to any First Lien Obligations or any other obligations that are secured on a *pari passu* basis with the First Lien Obligations, unless such Indebtedness (i) is expressly subordinated in right of payment to the Secured Obligations to the extent and in the same manner as such Indebtedness is subordinated in right of payment to other Indebtedness of such Loan Party and (ii) is otherwise permitted to be incurred under this Agreement; or

(b) create, incur or permit to exist any Indebtedness (including Indebtedness acquired or assumed as part of a Permitted Acquisition) that is contractually subordinated or junior in right of Lien priority to any First Lien Obligations or any other obligations that are secured on a *pari passu* basis with the First Lien Obligations, unless such Indebtedness (i) is also

contractually *pari passu* or junior in right of Lien priority to the Secured Obligations and (ii) is otherwise permitted to be incurred under this Agreement.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.01 Events of Default. If any of the following events (any such event, an " Event of Default") shall occur:

(a) any Loan Party shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Loan Party shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in paragraph (a) of this Section 7.01) payable under any Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three Business Days;

(c) any representation or warranty made or deemed made by or on behalf of Holdings, the Company or any Restricted Subsidiary in any Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(d) Holdings, the Company or any Restricted Subsidiary shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02(a), Section 5.04 Section 5.04(with respect to the existence of Holdings, the Company and the US Borrower), Section 5.10 or in Article VI;

(e) Holdings, the Company or any Restricted Subsidiary shall fail to observe or perform any covenant, condition or agreement to be observed or performed by it contained in any Loan Document (other than those specified in paragraph (a), (b) or (d) of this Section 7.01), and such failure shall continue unremedied for a period of 30 days after written notice thereof from the Administrative Agent to the US Borrower of such failure;

(f) Holdings, the Company or any Restricted Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness (including, for the avoidance of doubt, Indebtedness incurred pursuant to the First Lien Credit Agreement), when and as the same shall become due and payable (after giving effect to any applicable grace period); provided, further, that this clause (f) shall not apply to any breach or default that is (I) remedied by Holdings, the Company or the applicable Restricted Subsidiary or (II) waived (including in the form of amendment) by the required holders of the applicable item of Indebtedness, in the case of (I) and (II), prior to the acceleration of Loans pursuant to this Section 7.01;

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with all applicable grace periods having expired) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity, provided that this paragraph (g) shall not apply to

(i) secured Indebtedness that becomes due as a result of the sale, transfer or other disposition (including as a result of a casualty or condemnation event) of the property or assets securing such Indebtedness (to the extent such sale, transfer or other disposition is not prohibited under this Agreement) or (ii) termination events or similar events occurring under any Swap Agreement that constitutes Material Indebtedness (it being understood that paragraph (f) of this Section 7.01 will apply to any failure to make any payment required as a result of any such termination or similar event); provided, further, that such failure is unremedied and is not validly waived by the holders of such Indebtedness in accordance with the terms of the documents governing such Indebtedness prior to the acceleration of the Loans pursuant to this Section 7.01; *provided* that, with respect to any breach, default, event or condition referred to in this clause (g) (other than in the case of a failure to make a principal payment at an applicable final maturity date, which, for the avoidance of doubt, shall constitute an immediate Event of Default under this clause (g)) with respect to the First Lien Facilities or any other Indebtedness secured by a Lien on Collateral ranking senior to the Liens securing the Secured Obligations, such breach, default, event or condition shall only constitute an Event of Default under this clause (g) if such breach, default, event or conditions results in the acceleration of such Indebtedness;

(h) Other than any English Guarantor, an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, court protection, reorganization, judicial management or other relief in respect of Holdings, the Company, the US Borrower or any other Material Subsidiary of the Company that is a Restricted Subsidiary or its debts, or of a material part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership, examinership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, examiner, sequestrator, conservator or similar official for Holdings, the Company, the US Borrower or any other Material Subsidiary of the Company that is a Restricted Subsidiary or for a material part of its assets, and, in any such case, such proceeding or petition shall continue undismissed or unstayed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) Other than with respect to any English Guarantor, Holdings, the Company, the US Borrower or any other Material Subsidiary of the Company that is a Restricted Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, court protection, reorganization, judicial management or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership, examinership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in paragraph (h) of this Section 7.01, (iii) apply for or consent to the appointment of a receiver, trustee, examiner, custodian, sequestrator, conservator or similar official for Holdings, the Company, the US Borrower or any other Material Subsidiary that is a Restricted Subsidiary or for a material part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding or (v) make a general assignment for the benefit of creditors;

(j) one or more final, non-appealable, enforceable judgments for the payment of money in an aggregate amount in excess of the greater of $66.0 million and 24.0% of Consolidated EBITDAR for the most recently ended Test Period as of such time (to the extent not covered by (i) insurance (including self-insurance) as to which the insurer has been notified of such judgment or order and has not denied coverage or (ii) an enforceable indemnity to the extent Holdings, the Company and any Restricted Subsidiary shall have made a claim for indemnification and to which the applicable indemnifying party has not disputed or otherwise contested in writing such indemnification obligation) shall be rendered against Holdings, the Company or any Restricted Subsidiary or any combination thereof and the same shall remain undischarged for a period of 60 consecutive days during which execution shall not be effectively stayed, or any judgment creditor shall legally attach or levy upon assets

of such Loan Party that are material to the businesses and operations of the Company and the Restricted Subsidiaries, taken as a whole, to enforce any such judgment;

(k) (i) an ERISA Event occurs, either alone or together with all other ERISA Events, that has resulted in liability of any Loan Party in an aggregate amount that would reasonably be expected to result in a Material Adverse Effect, or (ii) any Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its Withdrawal Liability under Section 4201 of ERISA under a Multiemployer Plan that has resulted in liability to any Loan Party in an aggregate amount that would reasonably be expected to result in a Material Adverse Effect;

(l) any Lien purported to be created under any Security Document shall cease to be, or shall be asserted by any Loan Party not to be, a valid and perfected Lien on any material portion of the Collateral, with the priority required by the applicable Security Document, except (i) as a result of the sale or other disposition of the applicable Collateral in a transaction permitted under the Loan Documents, (ii) as a result of the Collateral Agent's failure to (A) maintain possession of any stock certificates, promissory notes or other instruments delivered to it under the Security Documents or (B) file UCC continuation statements, or (iii) solely as a result of acts or omissions of the Collateral Agent or any Lender;

(m) any material provision of any Loan Document or any Guarantee of the Loan Document Obligations shall for any reason be asserted by any Loan Party not to be a legal, valid and binding obligation of any Loan Party thereto other than as expressly permitted hereunder or thereunder;

(n) subject to the Legal Reservations, any Guarantees of the Loan Document Obligations by any Loan Party pursuant to the Guarantee Agreement shall cease to be, or shall be asserted by any Loan Party not to be, in full force and effect (in each case, other than in accordance with the terms of the Loan Documents);

(o) a Change in Control shall occur; provided that the Transactions shall not constitute a Change in Control for purposes of this clause (o);

(p) an English Guarantor: (i) is unable or admits in writing inability to pay its debts as they fall due or is deemed to, or is declared to, be unable to pay its debt under applicable law (in each case, other than solely as a result of its balance sheet liabilities exceeding its balance sheet assets); or (ii) suspends or threatens to suspend making payments on any of its debts; or (iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Secured Party in its capacity as such) with a view to rescheduling any of its indebtedness; or (iv) a moratorium is declared in respect of an indebtedness of any English Guarantor. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium;

(q) any formal corporate action, legal proceedings or other procedure or step is taken in relation to:

(i) the suspension of payments, a moratorium of any indebtedness (provided the ending of such moratorium will not remedy any Event of Default caused by such moratorium), winding-up, dissolution, administration unless otherwise expressly permitted by the Administrative Agent; or

(ii) reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of any English Guarantor; or

(iii) a composition, compromise, assignment or arrangement with any creditor (other than a Secured Party) of any English Guarantor in connection with or as a result of any financial difficulty having a Material Adverse Effect on the part of any English Guarantor; or

(iv) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any English Guarantor or any of its respective assets, or any analogous procedure or step is taken in any jurisdiction unless otherwise expressly permitted by the Administrative Agent.

(v) Clause (q)(i) above shall not apply to:

(A) any proceedings which are frivolous or vexatious and which, if capable of remedy, are discharged, stayed or dismissed within 60 days of commencement or, if earlier, the date on which it is advertised (or such other period as agreed between the Company and the Administrative Agent); or

(B) (in the case of an application to appoint an administrator or commence proceedings) any proceedings which the Administrative Agent is satisfied will be withdrawn before it is heard or will be unsuccessful; or

(C) any step or procedure contemplated in relation to a merger that is permitted under Section 6.03; or

(D) any action expressly permitted by this Agreement or not otherwise prohibited by this Agreement; or

(r) Any expropriation, attachment, sequestration, distress or execution or analogous process in any jurisdiction affects any asset or assets of an English Guarantor (having a value in excess of $66,000,000 and 24.0% of Consolidated EBITDAR for the most recently ended Test Period as of such time);

then, and in every such event (other than an event with respect to Holdings, the Company or the US Borrower described in paragraph (h) or (i) of this Section 7.01), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the US Borrower, take either or both of the following actions, at the same or different times: (i) declare the Commitments of each Lender to be terminated, whereupon such Commitments and obligation will be terminated, (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees, premium and other obligations of the US Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the US Borrower and (c) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents or applicable law; and in case of any event with respect to Holdings, the Company or the US Borrower described in paragraph (h) or (i) of this Section 7.01, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees, premium and other obligations of the US Borrower accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby

waived by the US Borrower; *provided* that upon the occurrence of an actual or deemed entry of an order for relief with respect to the US Borrower under the Bankruptcy Code of the United States or any Debtor Relief Laws, the obligation of each Lender to make Loans shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable without further act of the Administrative Agent or any Lender~~.~~; ***provided further*** **that this Section 7.01 shall not apply to any events with respect to 2021 Incremental Term Loans and the 2021 Term Commitments occurring and continuing during the Certain Funds Period (as defined in the First Amendment) (other than any such events that are continuing and constitute Certain Funds Events of Default (as defined in the First Amendment)).**

Section 7.02 [Reserved].

Section 7.03 Application of Funds.

After the exercise of remedies provided for in Section 7.01 (or after the Loans have automatically become immediately due and payable), any amounts received on account of the Secured Obligations shall be applied by the Administrative Agent subject to the Intercreditor Agreements in the following order (to the fullest extent permitted by mandatory provisions of applicable Law):

First, to payment of that portion of the Secured Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest, but including attorney costs payable under Section 9.03 and amounts payable under Article III) payable to the Administrative Agent and Collateral Agent in its capacity as such;

Second, to payment of that portion of the Secured Obligations constituting fees and indemnities payable to the Lenders (including attorney costs payable under Section 9.03 and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause *Second* payable to them;

Third, to payment of that portion of the Secured Obligations constituting accrued and unpaid interest on the Loans, and any fees, premiums and scheduled periodic payments due pursuant to Secured Cash Management and Secured Swap Obligations, ratably among the Secured Parties in proportion to the respective amounts described in this clause *Third* payable to them;

Fourth, to payment of that portion of the Secured Obligations constituting unpaid principal of the Loans, and any breakage, termination or other payments pursuant to Secured Cash Management Obligations and Secured Swap Obligations, ratably among the Secured Parties in proportion to the respective amounts described in this clause *Fourth* held by them;

Fifth, to the payment of all other Secured Obligations of the Loan Parties that are due and payable to the Administrative Agent and the other Secured Parties on such date, ratably based upon the respective aggregate amounts of all such Secured Obligations owing to the Administrative Agent and the other Secured Parties on such date; and

Last, the balance, if any, after all of the Secured Obligations have been paid in full, to the US Borrower or as otherwise required by law.

Notwithstanding the foregoing, no amount received from any Guarantor shall be applied to any Excluded Swap Obligation of such Guarantor. Notwithstanding any other provision of this Article 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 Secured Cash Management Obligations or Secured Swap Obligations unless the Administrative Agent has received written notice of such Secured Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Secured Party.

ARTICLE VIII

ADMINISTRATIVE AGENT

Section 8.01 Appointment and Authority.

(a) Each of the Lenders hereby irrevocably appoints Bank of America, N.A. 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 reasonably incidental thereto. The provisions of this Article VIII are solely for the benefit of the Administrative Agent and the Lenders, and, other than in connection with the resignation of the Administrative Agent under Section 8.06, the US Borrower shall not have rights as a third party beneficiary of any of such provisions.

(b) The Administrative Agent shall also act as the Collateral Agent under the Loan Documents and shall be entitled to appoint any other Collateral Agent pursuant to Section 8.05, and each of the Lenders hereby irrevocably appoints and authorizes the Administrative Agent and any other Collateral Agent appointed pursuant to Section 8.05 to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Secured Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as Collateral Agent and any other Collateral Agents, co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 8.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent, shall be entitled to the benefits of all provisions of this Article VIII and Article IX (including Section 9.03 as though such co-agents, sub-agents and attorneys-in-fact were the Collateral Agent under the Loan Documents) as if set forth in full herein with respect thereto.

(c) Each of the Loan Parties hereby exempts each of the Agents from the restrictions pursuant to section 181 of the German Civil Code (Bürgerliches Gesetzbuch) and similar restrictions applicable to it pursuant to any other applicable law, in each case, to the extent permitted by applicable law. A Loan Party that is prohibited by its constitutional documents or by-laws from granting such exemption shall notify the Agents accordingly and shall forthwith execute such agreements and take such measures as required to give effect to the agreement or measure in relation to which a restriction under section 181 of the German Civil Code (Bürgerliches Gesetzbuch) or a similar restriction applies as directed by an Agent.

Section 8.02 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 the Company 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.

Section 8.03 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 and under the other Loan Documents 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 Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that 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 affect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law;

(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 the Company 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;

(d) shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 9.02 and in the last paragraph of Section 7.01) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by a final and non-appealable judgment; provided that the Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice describing such Default is given to the Administrative Agent by the US Borrower or a Lender;

(e) 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 the creation, perfection or priority of any Lien purported to be created by the Security Documents (including, for the avoidance of doubt, in connection with the Administrative Agent's reliance on any Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent or the satisfaction of any condition that expressly refers to the matters described therein being acceptable or satisfactory to the Administrative Agent; and

(f) shall have no responsibility, duty or liability for monitoring or enforcing the list of Disqualified Lenders or for any assignment of any Loan or Commitment or for the sale of any participation, in either case, to a Disqualified Lender.

Section 8.04 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 that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the US Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in good faith in accordance with the advice of any such counsel, accountants or experts.

Section 8.05 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 non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents. Without limiting the provisions above, if the Administrative Agent believes that it may be limited in the exercise of any rights or remedies under the Foreign Security Documents due to any Requirement of Law or if acting as collateral agent under any Foreign Security Document would violate one or more of its policies, the Administrative Agent may appoint, an additional Person who is not so limited, as a separate collateral agent or co-collateral agent. If the Administrative Agent so appoints a collateral agent or co-collateral agent, each right and remedy intended to be available to the Administrative Agent under the Loan Documents shall also be vested in such separate agent and each reference herein to the " Collateral Agent" shall be deemed to include such collateral agent or co-collateral agent. The Loan Parties and the Secured Parties shall execute and deliver such documents as the Administrative Agent deems appropriate to vest any rights or remedies in such agent. If any collateral agent or co-collateral agent shall die or dissolve, become incapable of acting, resign or be removed, then all the rights and remedies of such agent, to the extent permitted by Applicable Law, shall vest in and be exercised by the Administrative Agent until appointment of a new agent.

Section 8.06 Resignation of Administrative Agent. The Administrative Agent may resign at any time upon 30 days' notice to the Lenders and the US Borrower. If the Administrative Agent becomes a Defaulting Lender, the Administrative Agent may be removed as the Administrative Agent hereunder at the request of the US Borrower or the Required Lenders (and upon any such removal, the removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the removed Administrative Agent

shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed)). Upon receipt of any such notice of resignation or upon such removal, the Required Lenders shall have the right, with the US Borrower's consent (such consent not to be unreasonably withheld, conditioned or delayed) (provided that no consent of the US Borrower shall be required if a Specified Event of Default has occurred and is continuing), to appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders, appoint a successor Administrative Agent, which shall be an Approved Bank (or financial institution that acts as an administrative agent in the ordinary course of its business) with an office in New York, New York, or an Affiliate of any such Approved Bank (the date upon which the retiring Administrative Agent is replaced, the "Resignation Effective Date") in each case as consented to by the US Borrower (such consent not to be unreasonably withheld, conditioned or delayed) (provided that no consent of the US Borrower shall be required if a Specified Event of Default has occurred and is continuing). Whether or not a successor has been appointed, the resigning Administrative Agent's resignation shall become effective in accordance with its notice or resignation on the earlier of (x) the date which is 30 days from the date the retiring Administrative Agent gives notice of its resignation and (y) the Resignation Effective Date. With effect from the Resignation Effective Date (a) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents except (i) that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed and (ii) with respect to any outstanding payment obligations and (b) 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 directly, until such time, if any, as the Required Lenders or the retiring Administrative Agent appoint a successor Administrative Agent as provided for above in this Section 8.06. 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 retired) Administrative Agent (other than any rights to indemnity payments or other amounts owed to the retiring or removed Administrative Agent as of the Resignation Effective Date), 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 US Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the US 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 VIII and Section 9.03 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 or removed Administrative Agent was acting as Administrative Agent. No Disqualified Lender may be appointed Administrative Agent.

Section 8.07 Non-Reliance on Administrative Agent and Other Lenders; Lender Acknowledgement.

(a) Each Lender expressly acknowledges that that none of the Administrative Agent has made any representation or warranty to it, and that no act by the Administrative Agent hereafter taken, including any consent to, and acceptance of any assignment or review of the affairs of any Loan Party of any Affiliate thereof, shall be deemed to constitute any representation or warranty by the Administrative Agent to any Lender as to any matter, including whether the Administrative Agent has disclosed material information in their (or their Related Parties') possession. Each Lender represents to the Administrative Agent that it has, independently and without reliance upon the Administrative Agent,

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 of, appraisal of, and investigation into, the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties and their Subsidiaries, and all applicable bank or other regulatory laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the US. Borrower hereunder. Each Lender also 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 of, appraisal of, and investigation into, the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties and their Subsidiaries, and all applicable bank or other regulatory laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the US Borrower hereunder. Each Lender 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 credit analysis, appraisals and 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, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties. Each Lender represents and warrants that (i) the Loan Documents set forth the terms of a commercial lending facility and (ii) it is engaged in making, acquiring or holding commercial loans in the ordinary course and is entering into this Agreement as a Lender for the purpose of making, acquiring or holding commercial loans and providing other facilities set forth herein as may be applicable to such Lender, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument, and each Lender agrees not to assert a claim in contravention of the foregoing. Each Lender represents and warrants that it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities.

(b) Without limitation of any other provision in this Agreement, if at any time the Administrative Agent makes a payment hereunder in error to any Lender (the " Credit Party"), whether or not in respect of a Loan Document Obligation due and owing by the US Borrower at such time, where such payment is a Rescindable Amount, then in any such event, each Credit Party receiving a Rescindable Amount severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount received by such Credit Party in immediately available funds in the currency so received, with interest thereon, for each day from and including the date such Rescindable Amount is received by 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. Each Credit Party irrevocably waives any and all defenses, including any " discharge for value" (under which a creditor might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a debt owed by another) or similar defense to its obligation to return any Rescindable Amount. The Administrative Agent shall inform each Credit Party promptly upon determining that any payment made to such Credit Party comprised, in whole or in part, a Rescindable Amount.

Section 8.08 [Reserved].

Section 8.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and

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

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Secured Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.12 and 9.03) 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, examiner, sequestrator, judicial manager, interim judicial manager or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Section 2.12 and Section 9.03.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Secured Obligations or the rights of any Lender to authorize the Administrative Agent to vote in respect of the claim of any Lender or in any such proceeding.

Section 8.10 No Waiver; Cumulative Remedies; Enforcement. No failure by any Lender or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

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 Article VII for the benefit of all the Lenders; 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) hereunder and under the other Loan Documents, (b) any Lender from exercising setoff rights in accordance with Section 9.08 (subject to the terms of Section 2.18), or (c) 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 Required Lenders shall have the rights otherwise ascribed

to the Administrative Agent pursuant to Article VII and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 2.18, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

Each of the Lenders hereby agrees that after the exercise of remedies provided for in Section 7.01 (or after the Loans have automatically become immediately due and payable as set forth in Section 7.01), any amounts received on account of the Secured Obligations shall be applied by the Administrative Agent first to the payment of all Secured Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent) payable to the Administrative Agent in its capacity as such and second as set forth herein or such other Loan Documents as applicable.

Section 8.11 Withholding Taxes. To the extent required by any applicable Requirements of Law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding tax. Without limiting or expanding the provisions of Section 2.17, each Lender shall, and does hereby, indemnify the Administrative Agent against, and shall make payable in respect thereof within 10 days after demand therefor, all Taxes and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agent) incurred by or asserted against the Administrative Agent by the Internal Revenue Service or any other Governmental Authority of the United States or any other jurisdiction as a result of the failure of the Administrative Agent to properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including because the appropriate documentation was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of, withholding tax ineffective). A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement, any other Loan Document or otherwise against any amount due the Administrative Agent under this Section 8.11. The agreements in this Section 8.11 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender and the repayment, satisfaction or discharge of all other obligations under any Loan Document.

Section 8.12 Right to Realize on Collateral and Enforce Guarantee. Anything contained in any of the Loan Documents to the contrary notwithstanding, the US Borrower, the Administrative Agent and each Secured Party hereby agree that (i) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce the Guarantee, it being understood and agreed that all powers, rights and remedies hereunder and under any of the Loan Documents may be exercised solely by the Administrative Agent or Collateral Agent, as applicable, for the benefit of the Secured Parties in accordance with the terms hereof and thereof and all powers, rights and remedies under the Loan Documents may be exercised solely by the Administrative Agent or Collateral Agent, as applicable, for the benefit of the Secured Parties in accordance with the terms thereof, and (ii) in the event of a foreclosure or similar enforcement action by the Administrative Agent or Collateral Agent on any of the Collateral pursuant to a public or private sale or other disposition (including pursuant to Section 363(k), Section 1129(b)(2)(a)(ii) or otherwise of the Bankruptcy Code), the Administrative Agent (or any Lender, except with respect to a "credit bid" pursuant to Section 363(k), Section 1129(b)(2)(a)(ii) or otherwise of the Bankruptcy Code), may be the purchaser or licensor of any or all of such Collateral at any such sale or other disposition and the Administrative Agent, as agent for and representative of Secured Parties (but not any Lender or Lenders in its or their respective individual capacities) shall be entitled, upon instructions from Required Lenders, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any

such sale or disposition, to use and apply any of the Loan Document Obligations as a credit on account of the purchase price for any collateral payable by the Administrative Agent at such sale or other disposition.

Section 8.13 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto to, and (y) covenants, from the date such Person became a Lender party hereto until the date such Person ceases being a Lender party hereto, for the benefit of, the Agents and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the US 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 Section 3(42) of ERISA or otherwise) of one or more Benefit Plans in connection with the Loans or 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 or 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 or the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans or the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Agents, in their sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Agents and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the US Borrower or any other Loan Party, that none of the Agents or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender involved in the Loans or the Commitments and this Agreement (including in connection with the

reservation or exercise of any rights by the Agents under this Agreement, any Loan Document or any documents related to hereto or thereto).

Section 8.14 Non-US Law Collateral Matters(a) English Security.

(i) The Administrative Agent declares that it shall hold any Collateral governed by the English Security Documents on trust for the Secured Parties, on the terms contained in the Loan Documents.

(ii) Each Secured Party hereby authorizes the Administrative Agent (whether or not by or through employees or agents) to (i) exercise such rights, remedies, powers and discretions as are specifically delegated to or conferred upon the Administrative Agent under the English Security Documents and the Guarantee together with such powers and discretions as are reasonably incidental thereto, and (ii) take such action on its behalf as may from time to time be authorized under or in accordance with the English Security Documents and the Guarantee.

(iii) Each Secured Party hereby authorizes the Administrative Agent to accept, for and on behalf of the Secured Parties, any parallel debt obligations with the Loan Parties pursuant to which the Administrative Agent shall have its own, independent right to demand payment of the amounts payable by each Loan Party in connection with any Loan Document Obligations.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Notices.

(a) Except in the case of communications expressly permitted to be given by telephone, 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 fax or other electronic transmission, as follows:

(i) if to Holdings, the Company, the US Borrower, the Administrative Agent, to the address, fax number, e-mail address or telephone number specified for such Person on Schedule 9.01; and

(ii) if to any other Lender, to it at its address (or fax number, telephone number or e-mail address) set forth 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 US 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 fax or other electronic transmission 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 subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) on IntraLinks™, DebtDomain, SyndTrak, ClearPar or any other electronic platform chosen by the Administrative Agent to be its electronic transmission system (the "Approved Electronic Platform"); provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. Although the Approved Electronic Platform and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent from time to time (including, as of the Effective Date, a user ID/password authorization system) and the Approved Electronic Platform is secured through a per-deal authorization method whereby each user may access the Approved Electronic Platform only on a deal-by-deal basis, each of the Lenders, Holdings, the Company and the US Borrower acknowledge and agrees that the distribution of material through an electronic medium is not necessarily secure, that the Administrative Agent is not responsible for approving or vetting the representatives or contacts of any Lender that are added to the Approved Electronic Platform, and that there may be confidentiality and other risks associated with such distribution. Each of the Lenders, and the US Borrower hereby approves distribution of the Communications through the Approved Electronic Platform and understands and assumes the risks of such distribution.

(c) (i) Notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(d) The Approved Electronic Platform. THE APPROVED ELECTRONIC PLATFORM AND THE COMMUNICATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE APPLICABLE PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS, OR THE ADEQUACY OF THE APPROVED ELECTRONIC PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE APPROVED ELECTRONIC PLATFORM AND THE COMMUNICATIONS. 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 THE APPLICABLE PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE APPROVED ELECTRONIC PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT OR ANY OF THEIR RESPECTIVE RELATED PARTIES (COLLECTIVELY, "***APPLICABLE PARTIES***") HAVE ANY LIABILITY TO ANY LOAN PARTY, ANY LENDER OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF ANY LOAN PARTY'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET OR THE APPROVED ELECTRONIC PLATFORM.

(e) Change of Address, Etc. Each of Holdings, the Company, the US Borrower, the Administrative Agent may change its address, electronic mail address, fax or telephone number for

notices and other communications or website hereunder by notice to the other parties hereto. Each other Lender may change its address, fax or telephone number for notices and other communications hereunder by notice to the US Borrower, the Administrative Agent. 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, fax number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender.

(f) Reliance by Administrative Agent and Lenders. The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices purportedly given by or on behalf of the US Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The US Borrower shall indemnify the Administrative Agent, each Lender and the Related Parties from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the US Borrower in the absence of gross negligence, willful misconduct or bad faith of such Person as determined in a final and non-appealable judgment by a court of competent jurisdiction. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent and each of the parties hereto hereby consents to such recording.

Section 9.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power under this Agreement or any Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) or (g) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default at the time. No notice or demand on the US Borrower or the Company in any case shall entitle the US Borrower or the Company to any other or further notice or demand in similar or other circumstances.

(b) Except as provided in Section 2.20 with respect to any Incremental Facility Amendment or Section 2.21 with respect to any Refinancing Amendment and paragraph (g) of this Section, neither this Agreement, any Loan Document (other than the Administrative Agent Fee Letter) nor any provision hereof or thereof may be waived, amended or modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by Holdings, the Company, the US Borrower, the Administrative Agent (to the extent that such waiver, amendment or modification does not affect the rights, duties, privileges or obligations of the Administrative Agent under this Agreement, the Administrative Agent shall execute such waiver, amendment or other modification to the extent approved by the Required Lenders) and the Required Lenders or, in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties that are party thereto, in each case with the consent of the Required Lenders, provided that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender (it being understood that a waiver of any condition precedent set forth in Section 4.01 or Section 4.02 or the waiver of any Default, Event of Default or mandatory prepayment (or component definition used in the calculation thereof) shall not constitute an extension or increase of any

Commitment of any Lender), (ii) reduce the principal amount of any Loan or reduce the rate of interest thereon, or reduce any fees or premiums payable hereunder, without the written consent of each Lender directly and adversely affected thereby (it being understood that (x) a waiver of any condition precedent set forth in Section 4.01 or Section 4.02 or the waiver of any Default, Event of Default, mandatory prepayment (or component definition used in the calculation thereof) or mandatory reduction of the Commitments shall not constitute a reduction or forgiveness of any such principal amount and (y) any change to the definition of any ratio used in the determination of any interest rate or fees or in the component definitions of any such ratio shall not constitute a reduction of interest or fees), provided that only the consent of the Required Lenders shall be necessary to waive any obligation of the US Borrower to pay default interest pursuant to Section 2.13(e) or to waive the MFN Adjustment, (iii) reduce or postpone the maturity of any Loan, or the date of any scheduled amortization payment of the principal amount of any Term Loan under Section 2.10 or the applicable Refinancing Amendment, or any date for the payment of any interest or fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender directly and adversely affected thereby (it being understood that a waiver of any condition precedent set forth in Section 4.01 or Section 4.02 or the waiver of any Default, Event of Default, mandatory prepayment (or component definition used in the calculation thereof) shall not constitute an extension of any maturity date), (iv) change Section 2.18(b) or (c) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each Lender adversely affected thereby, (v) change any of the provisions of this Section without the written consent of each Lender directly and adversely affected thereby, (vi) change the percentage set forth in the definition of the term " Required Lenders", " Required Class Lenders" or any other provision of any Loan Document specifying the number or percentage of Lenders (or Lenders of any Class) required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender (or each Lender of such Class, as the case may be), (vii) release all or substantially all the value of the Guarantees under the Guarantee Agreement (taking into account the value of the US Borrower) (except as expressly provided in the Guarantee Agreement) without the written consent of each Lender, (viii) release all or substantially all the Collateral from the Liens of the Security Documents, without the written consent of each Lender (except as expressly provided in the Security Documents), (ix) change any provisions of any Loan Document in a manner that by its terms adversely affects the rights in respect of payments due to Lenders holding Loans of any Class differently than those holding Loans of any other Class, without the written consent of each Lender directly and adversely affected thereby, (x) change the rights of the Lenders to decline mandatory prepayments as provided in Section 2.11 or the rights of any Additional Lenders of any Class to decline mandatory prepayments of Term Loans of such Class as provided in the applicable Refinancing Amendment, without the written consent of a Majority in Interest of the Lenders or Additional Lenders of such Class, as applicable, (xi) or (xii) change Section 7.03 in a manner that would change the order therein without the written consent of each Lender adversely affected thereby; provided, further, that (A) no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent without the prior written consent of the Administrative Agent and (B) subject to the preceding clause (A), any provision of this Agreement or any other Loan Document may be amended by an agreement in writing entered into by the Holdings, the Company, the US Borrower, the Loan Party or the Loan Parties that are party thereto, as applicable, and the Administrative Agent to cure any ambiguity, omission, mistake, error, defect or inconsistency so long as, in each case, the Lenders shall have received at least five Business Days' prior written notice thereof and the Administrative Agent shall not have received, within five Business Days of the date of such notice to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment. Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent, the Company, Holdings and the US Borrower (i) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this

Agreement and the other Loan Documents and (ii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders on substantially the same basis as the Lenders prior to such inclusion.

(c) In connection with any proposed amendment, modification, waiver or termination (a " Proposed Change") requiring the consent of all Lenders or all directly and adversely affected Lenders, if the consent of the Required Lenders (and, to the extent any Proposed Change requires the consent of Lenders holding Loans of any Class pursuant to clause (vi), (ix) or (x) of paragraph (b) of this Section 9.02, the consent of a Majority in Interest of the outstanding Loans and unused Commitments of such Class) to such Proposed Change is obtained, but the consent to such Proposed Change of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained as described in paragraph (b) of this Section 9.02 being referred to as a " Non-Consenting Lender"), then, the US Borrower may, at their sole expense and effort, upon notice to such Non-Consenting Lender and the Administrative Agent, (i) require such Non-Consenting Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement to an Eligible Assignee that shall assume such obligations (which Eligible Assignee may be another Lender, if a Lender accepts such assignment), provided that (a) the US Borrower shall have received the prior written consent of the Administrative Agent to the extent such consent would be required under Section 9.04(b) for an assignment of Loans or Commitments, as applicable, which consent shall not unreasonably be withheld, conditioned or delayed, (b) such Non-Consenting Lender shall have received payment of an amount equal to the outstanding par principal amount of its Loans accrued interest thereon, accrued fees and all other amounts payable to it hereunder from the Eligible Assignee (to the extent of such outstanding principal and accrued interest and fees) or the US Borrower (in the case of all other amounts), and (c) unless waived, the US Borrower or such Eligible Assignee shall have paid to the Administrative Agent the processing and recordation fee specified in Section 9.04(b) or (ii) terminate the Commitments and repay the Loans of such Lender; provided such Lender shall have received payment of an amount equal to the outstanding principal of its Loans accrued but unpaid interest thereon, accrued but unpaid fees and all other amounts payable to it hereunder (including pursuant to Section 2.11(h)**, or 2.11(i), as applicable**, if applicable). In the event that a Non-Consenting Lender does not comply with the requirements of the immediately-preceding sentence within one Business Day after receipt of such notice, each Lender hereby authorizes and directs the Administrative Agent to execute and deliver such documentation as may be required to give effect to an assignment in accordance with Section 9.04 on behalf of a Non-Consenting Lender and any such documentation so executed by the Administrative Agent shall be effective for purposes of documenting an assignment pursuant to Section 9.04.

(d) Notwithstanding anything in this Agreement or the other Loan Documents to the contrary, the Term Loans of any Lender that is at the time a Defaulting Lender shall not have any voting or approval rights under the Loan Documents and shall be excluded in determining whether all Lenders (or all Lenders of a Class), all affected Lenders (or all affected Lenders of a Class), a Majority in Interest of Lenders of any Class or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to this Section 9.02); provided that (x) the Commitment of any Defaulting Lender may not be increased or extended without the consent of or notice to such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that affects any Defaulting Lender more adversely than other affected Lenders shall require the consent of such Defaulting Lender.

(e) Notwithstanding anything in this Agreement or the other Loan Documents to the contrary, each Affiliated Lender (other than an Affiliated Debt Fund) hereby agrees that, if a proceeding under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency, receivership, examinership or similar law shall be commenced by or against the US Borrower or any

other Loan Party at a time when such Lender is an Affiliated Lender, such Affiliated Lender irrevocably authorizes and empowers the Administrative Agent to vote, on behalf of such Affiliated Lender, with respect to the Loans held by such Affiliated Lender in the same proportion as those Lenders that are not Affiliated Lenders shall have voted, unless the Administrative Agent instructs such Affiliated Lender to vote in such manner, in which case such Affiliated Lender shall vote with respect to the Loans held by it in such manner; provided that such Affiliated Lender shall be entitled to vote in accordance with its sole discretion (and not in accordance with the foregoing) in connection with any plan of reorganization to the extent any such plan of reorganization proposes to treat any Secured Obligations held by such Affiliated Lender in a manner that is less favorable in any material respect to such Affiliated Lender than the proposed treatment of similar Secured Obligations held by Lenders that are not Affiliates of the US Borrower.

(f) Notwithstanding anything in this Agreement or the other Loan Documents to the contrary, any waiver or amendment in respect of this Agreement or any other Loan Document that by its terms affects the rights or duties under this Agreement or any other Loan Document of Lenders holding Loans or Commitments of a particular Class (but not the Lenders holding Loans or Commitments of any other Class) may be effected by an agreement or agreements in writing entered into by any US Borrower and the requisite percentage in interest of the Lenders with respect to such Class that would be required to consent thereto under this Section 9.02 if such Lenders were the only Lenders hereunder at the time.

Section 9.03 Expenses; Indemnity; Damage Waiver; Limitation of Liability.

(a) The US Borrower shall pay (i) all reasonable and documented or invoiced out-of-pocket costs and expenses incurred by the Administrative Agent and their respective Affiliates (without duplication); provided that only the reasonable fees, charges and disbursements of one primary counsel to the Administrative Agent and their respective Affiliates (and, to the extent reasonably determined by the Administrative Agent to be necessary, one local counsel in each applicable jurisdiction (exclusive of any reasonably necessary special counsel) (which can be a single local counsel acting in multiple jurisdictions) and, in the case of an actual or reasonably perceived conflict of interest where the party affected by such conflict has notified the US Borrower of the existence of such conflict and thereafter retains its own counsel, one additional counsel per affected party, in each case for the Administrative Agent and their respective Affiliates) in connection with the syndication of the credit facilities provided for herein, and the preparation, execution, delivery and administration of the Loan Documents or any amendments, modifications or waivers of the provisions thereof, shall be paid by the US Borrower and (ii) all reasonable and documented or invoiced out-of-pocket expenses incurred by the Administrative Agent or any Lender, including the fees, charges and disbursements of counsel for the Administrative Agent and the Lenders, in connection with the enforcement or protection of any rights or remedies (A) in connection with the Loan Documents (including all such costs and expenses incurred during any legal proceeding, including any proceeding under any Debtor Relief Laws), including its rights under this Section or (B) in connection with the Loans made hereunder, including all such out-of-pocket costs and expenses incurred during any workout, restructuring or negotiations in respect of such Loans; provided that such counsel shall be limited to one lead counsel and such local counsel (exclusive of any reasonably necessary special counsel) as may reasonably be deemed necessary by the Administrative Agent in each relevant jurisdiction and, in the case of an actual or reasonably perceived conflict of interest, one additional counsel per affected party.

(b) The US Borrower shall indemnify the Administrative Agent, each Lender and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including reasonable and documented or invoiced out-of-pocket fees and expenses of a single counsel for the Indemnitees, taken as a whole (in addition to one local counsel in each relevant

material jurisdiction and, in the event of an actual conflict of interest that arises, one additional counsel (plus one local counsel in each relevant material jurisdiction) for the conflicted Indemnitees, taken as a whole), and excluding any allocated costs of in-house legal counsel and any other third parties and consultants) incurred by or asserted against any Indemnitee by any third party or by Holdings, the Company, the US Borrower or any Subsidiary arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any Loan Document or any other agreement or instrument contemplated hereby or thereby, the performance by the parties to the Loan Documents of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated thereby, (ii) any Loan or the use of the proceeds therefrom, (iii) to the extent in any way arising from or relating to any of the foregoing, any actual or alleged presence or Release or threat of Release of Hazardous Materials on, at, to or from any property currently or formerly owned or operated by Holdings, the Company, the US Borrower or any Subsidiary, or any other Environmental Liability related in any way to Holdings, the Company, the US Borrower or any Subsidiary, 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 Holdings, the Company, the US Borrower or any Subsidiary or any of their respective equity holders or creditors or any other Person and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such obligations, losses, claims, damages, penalties, demands, actions, judgments, suits, liabilities, costs, expenses or disbursements (x) resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or its Related Parties as determined by a court of competent jurisdiction in a final and non-appealable judgment, (y) resulted from a material breach of the Loan Documents by such Indemnitee or its Related Parties as determined by a court of competent jurisdiction in a final and non-appealable judgment or (z) arise from disputes between or among Indemnitees that do not involve an act or omission by Holdings, the Company, the US Borrower or any Restricted Subsidiary (other than against the Administrative Agent in its capacity as such, unless such claims arise from the gross negligence, bad faith or willful misconduct of the Administrative Agent (as determined by a court of competent jurisdiction in a final and non-appealable judgment)).

(c) To the extent that the US Borrower fails to indefeasibly pay any amount required to be paid by it to the Administrative Agent, (or any sub-agent thereof) or any Related Party thereof, any Lender under paragraph (a) or (b) of this Section 9.03, each Lender severally agrees to pay to the Administrative Agent (or any sub-agent thereof) or such Related Party of the Administrative Agent, such Lender, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) (or if such indemnity payment is sought after the date on which the principal of and interest on each Loan and all fees, expenses and other amounts payable (other than contingent amounts not yet due) under any Loan Document have been paid in full in accordance with such Lender's pro rata share immediately prior to the date on which the Loans are paid in full) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any sub-agent thereof), such Lender in its capacity as such or against any Related Party of the Administrative Agent (or sub-agent thereof) acting for the Administrative Agent (or any sub-agent thereof) in connection with such capacity. For purposes hereof, a Lender's " pro rata share" shall be determined based upon its share of the aggregate outstanding Term Loans and unused Commitments at such time (or if such indemnity payment is sought after the date on which the Term Loans have been paid in full and the Commitments are terminated in accordance with such Lender's pro rata share immediately prior to the date on which the Term Loans are paid in full and the Commitments are terminated). Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any source against any amount due to the Administrative Agent under this paragraph (c). The obligations

of the Lenders under this paragraph (c) are subject to the last sentence of Section 2.02(a) (which shall apply *mutatis mutandis* to the Lenders' obligations under this paragraph (c)).

(d) To the extent permitted by applicable law, (i) neither Holdings, the Company nor the US Borrower shall assert, and each hereby waives, any claim against the Administrative Agent, each Lender and each Related Party of any of the foregoing Persons (each such Person being called a "Lender-Related Person") for any direct or actual damages arising from the use by unintended recipients of information or other materials distributed to such unintended recipients by such Lender-Related Person through telecommunications, electronic or other information transmission systems (including the Internet) in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby; provided that such indemnity shall not, as to any Lender-Related Person, be available to the extent that such direct or actual damages are determined by a court of competent jurisdiction by final, non-appealable judgment to have resulted from the gross negligence, willful misconduct or bad faith of, or a material breach of the Loan Documents by, such Lender-Related Person or its Related Parties and (ii) the US Borrower, each other Loan Party, the Administrative Agent, each Lender, each Lender-Related Person and any other party to this Agreement shall not be liable 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 or thereby, the Transactions, any Loan or the use of the proceeds thereof and each such Person hereby waives, releases and agrees not to sue upon any such claim for any special, indirect, consequential or punitive damages, whether or not accrued and whether or not known or suspected to exist in its favor; provided that nothing contained in this clause (d) shall limit the US Borrower's or any other Loan Party's indemnification obligations set forth in clause (b) of this Section 9.03 to the extent such special, indirect, consequential or punitive damages are included in any third party claim in connection with which such Lender-Related Person is entitled to indemnification hereunder.

(e) All amounts due under this Section 9.03 shall be payable not later than thirty (30) days after written demand therefor; provided, however, that any Indemnitee shall promptly refund an indemnification payment received hereunder to the extent that there is a final and non-appealable judgment by a court of competent jurisdiction that such Indemnitee was not entitled to indemnification with respect to such payment pursuant to this Section 9.03.

(f) This Section 9.03 shall not apply with respect to Taxes other than Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(g) The agreements in this Section 9.03 shall survive the resignation or removal of the Administrative Agent, the replacement of any Lender, the termination of this Agreement and the repayment, satisfaction or discharge of the Secured Obligations.

Section 9.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) neither the Company nor the US Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the US Borrower without such consent shall be null and void), (ii) no assignment shall be made to any Defaulting Lender or any of its subsidiaries, or any Persons who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (ii) and (iii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. 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 paragraph (c) of this Section 9.04), the Indemnitees and, to the extent expressly contemplated hereby, the Administrative Agent, each Lender and each Related Party of any of the foregoing Persons) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b)

(i) Subject to the conditions set forth in paragraphs (b)(ii) and (f) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of (A) the US Borrower; provided that no consent of the US Borrower shall be required for an assignment (x) by a Lender to any Lender, an Affiliate of any Lender or an Approved Fund or (y) if a Specified Event of Default has occurred and is continuing, unless in each case such assignment is to a Disqualified Lender and (B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required for an assignment to any Lender, an Affiliate of any Lender or an Approved Fund. Notwithstanding anything in this Section 9.04 to the contrary, other than with respect to a purported assignment to a Disqualified Lender, if the US Borrower has not given the Administrative Agent written notice of its objection to an assignment within ten (10) Business Days after written notice is received by the US Borrower from the Administrative Agent of such assignment, the US Borrower shall be deemed to have consented to such assignment.

(ii) Assignments shall be subject to the following additional conditions: (A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the trade date specified in the Assignment and Assumption with respect to such assignment or, if no trade date is so specified, as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall, in the case of a Term Loan, $1.0 million aggregated across affiliated related funds (and integral multiples thereof), unless the US Borrower and the Administrative Agent otherwise consent (in each case, such consent not to be unreasonably withheld, conditioned or delayed); provided that no such consent of the US Borrower shall be required if a Specified Event of Default has occurred and is continuing, (B) 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; provided that this clause (B) shall not be construed to prohibit assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans, (C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption (which shall include a representation by the assignee and the assignor that the assignee is not a Disqualified Lender or an Affiliate of a Disqualified Lender) via an electronic settlement system acceptable to the Administrative Agent or, if previously agreed with the Administrative Agent, manually execute and deliver to the Administrative Agent and Assignment and Assumption, and, in each case, together (unless waived or reduced by the Administrative Agent) with a processing and recordation fee of $3,500, which processing and recordation fee will not apply in the case of any assignment to an Affiliate of the Administrative Agent; provided that the Administrative Agent, in its sole discretion, may elect to waive or reduce such processing and recordation fee; provided, further, that assignments made pursuant to Section 2.19(b) or Section 9.02(c) shall not require the signature of the assigning Lender to become effective and (D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent any tax documentation to the extent required by Section 2.17(f) and an

Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the US Borrower, the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(v) of this Section 9.04, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party hereto 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 (and subject to the obligations and limitations of) Section 2.15, Section 2.16, Section 2.17 and Section 9.03 and to any fees payable hereunder that have accrued for such Lender's account but have not yet been paid). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 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 paragraph (c)(i) of this Section 9.04; provided that any participation sold or otherwise transferred to a Disqualified Lender shall be subject to Section 9.04(i), below.

(iv) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the US Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amounts of (and interest amounts on) the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and Holdings, the Company, the US 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, notwithstanding notice to the contrary. In addition, the Administrative Agent shall maintain on the Register information regarding the designation, and revocation of designation, of any Lender as a Defaulting Lender. The Register shall be available for inspection by the US Borrower, Affiliates of the Administrative Agent and any Lender, at any reasonable time and from time to time upon reasonable prior notice, provided that each other Lender shall only be able to see its own entry. The parties intend that all extensions of credit to the US Borrower and its Affiliates hereunder shall at all times be treated as being in registered form within the meaning of Sections 163(f), 871(h)(2), and 881(c)(2) of the Code (and any successor provisions) and the regulations thereunder.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire and any tax documentation to the extent required by Section 2.17(f) (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section 9.04 and any written consent to such assignment required by paragraph (b) of this Section 9.04, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(vi) The words " execution," " signed," " signature" and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act.

(c) (i) Any Lender may, at any time, without the consent of the US Borrower or the Administrative Agent sell participations to one or more banks or other Persons (other than to a Person that (i) is not an Eligible Assignee, (ii) is Holdings or any of its Subsidiaries or (iii) is a Defaulting Lender) (a " Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) Holdings, the Company, the US Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and any other Loan Documents and to approve any amendment, modification or waiver of any provision of this Agreement and any other Loan Documents; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in clauses (i), (ii), (iii), (vii), (viii) or (ix) of the first proviso to Section 9.02(b) that directly and adversely affects such Participant. The US Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the obligations and limitations of such Sections, including Section 2.17(f) (it being understood that the documentation requirement under Section 2.17(f) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (A) agrees to be subject to the provisions of Section 2.19 as if it were an assignee under paragraph (b) of this Section; and (B) if the US Borrower has not agreed to such participation in writing, shall not be entitled to receive any greater payment under Section 2.15 or Section 2.17, with respect to any participation, than its participating Lender 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 US Borrower's request and expense, to use reasonable efforts to cooperate with the US Borrower to effectuate the provisions of Section 2.19 with respect to any Participant. To the extent permitted by law, each Participant shall also be entitled to the benefits of Section 9.08 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.18(c) as though it were a Lender.

(ii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the US Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts of (and related interest amounts on) of each Participant's interest in the Loans or other obligations under this Agreement (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 avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may, without the consent of the US Borrower or the Administrative Agent, at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other " central" bank, and this Section shall not apply to any such pledge or assignment of a security interest, provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) 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 US 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 pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon). 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.

(f) Any Lender may, at any time, assign all or a portion of its rights and obligations under this Agreement to an Affiliated Lender (in accordance with this Section 9.04) subject to the following limitations:

(i) Affiliated Lenders (other than Affiliated Debt Funds) will not receive information provided solely to Lenders by the Administrative Agent or any Lender and will not be permitted to attend or participate in meetings attended solely by the Lenders and the Administrative Agent, other than the right to receive notices of Borrowings, notices of prepayments and other administrative notices in respect of its Loans or Commitments required to be delivered to Lenders pursuant to Article II;

(ii) for purposes of any amendment, waiver or modification of any Loan Document (including such modifications pursuant to Section 9.02), or, subject to Section 9.02(f), any plan of reorganization pursuant to the U.S. Bankruptcy Code, that in either case does not require the consent of each Lender or each affected Lender or does not adversely affect such Affiliated Lender in any material respect as compared to other Lenders that are not Affiliated Lenders, Affiliated Lenders will be deemed to have voted in respect to its Loans in the same proportion as the Lenders that are not Affiliated Lenders voting on such matter; and each Affiliated Lender hereby acknowledges, agrees and consents that if, for any reason, its vote to accept or reject any plan pursuant to the U.S. Bankruptcy Code is not deemed to have been so voted, then such vote will be (x) deemed not to be in good faith and (y) " designated" pursuant to Section 1126(e) of the U.S. Bankruptcy Code such that the vote is not counted in determining whether the applicable class has accepted or rejected such plan in accordance with Section 1126(c) of the U.S.

Bankruptcy Code; provided that subject to clause (g) below, Affiliated Debt Funds will not be subject to such voting limitations and will be entitled to vote as any other Lender;

(iii) the aggregate principal amount of Term Loans of any Class purchased by assignment pursuant to this Section 9.04 and held at any one time by Affiliated Lenders (other than Affiliated Debt Funds) may not exceed 25.0% of the outstanding principal amount of all Term Loans of such Class (which, for the avoidance of doubt, shall include any Incremental Term Loans then outstanding and shall give effect to any substantially simultaneous cancellation of such Term Loans);

(iv) each Lender participating in any assignment to Affiliated Lenders acknowledges and agrees that in connection with such assignment, (A) the Affiliated Lenders may have, and later may come into possession of Excluded Information, (B) such Lender has independently and, without reliance on the Affiliated Lenders or any of their Subsidiaries, or Holdings, the Company or any Restricted Subsidiary, the Administrative Agent or any other Related Parties, made its own analysis and determination to participate in such assignment notwithstanding such Lender's lack of knowledge of the Excluded Information, (C) none of the Affiliated Lenders or any of their Subsidiaries, or Holdings, the Company or any Restricted Subsidiary shall be required to make any representation that it is not in possession of Excluded Information, (D) none of the Affiliated Lenders or any of their Subsidiaries, or Holdings, the Company, the US Borrower or their respective Subsidiaries, the Administrative Agent or any other Related Parties shall have any liability to such Lender, and such Lender hereby waives and releases, to the extent permitted by law, any claims such Lender may have against the Affiliated Lenders and any of their Subsidiaries, and Holdings, the Company, the US Borrower and its respective Subsidiaries, the Administrative Agent and any other Related Parties, under applicable laws or otherwise, with respect to the nondisclosure of the Excluded Information, (E) that the Excluded Information may not be available to the Administrative Agent or the other Lenders, and (F) the parties to such assignment agreement shall execute a customary "big boy" disclaimer letter in connection with such assignment to an Affiliated Lender; and

(v) any Affiliated Lender (other than Affiliated Debt Funds) may contribute such Term Loans acquired by it to Holdings or any of its Subsidiaries for purposes of cancelling such Indebtedness, which may include a contribution to the US Borrower (whether through direct or indirect parent entities or otherwise) in exchange for debt or equity securities of such parent entity or such Borrower that are otherwise permitted to be issued by such entity or such Borrower at such time under this Agreement.

(g) Notwithstanding anything in Section 9.02 or the definition of the term "Required Lenders" to the contrary, for purposes of determining whether the Required Lenders have (i) consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom, (ii) otherwise acted on any matter related to any Loan Document, or (iii) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, in each case, (x) all Term Loans held by any Affiliated Lenders that are not Affiliated Debt Funds shall be deemed to have voted in respect to its Loans in the same proportion as the Lenders that are not Affiliated Lenders voting on such matter for all purposes of calculating whether the Required Lenders have taken any actions and (y) all Term Loans held by Affiliated Debt Funds may not account for more than 49.9% of the Term Loans of consenting Lenders included in determining whether the Required Lenders have consented to any action (or inaction) pursuant to Section 9.02.

(h) No such assignment shall be made to Holdings, the Company, the US Borrower or any Subsidiary of the foregoing; provided that (x) purchases by the US Borrower shall be permitted in accordance with Section 2.11(a)(ii) and (y) any Lender may, at any time, assign all or a portion of its Loans to the US Borrower pursuant to open market purchases on a non-pro rata basis; provided, further, that (x) any Loans that are so assigned will be automatically and irrevocably cancelled and the aggregate principal amount of the tranches and installments of the relevant Loans then outstanding shall be reduced by an amount equal to the principal amount of such Loans, (y) such Borrower shall clearly identify itself as such in the applicable assignment documentation and (z) no Event of Default shall have occurred or be continuing on the effective date of such assignment.

(i) Any assignment or participation by a Lender without the US Borrower's consent to a Disqualified Lender shall not be void, but shall be subject to the following provisions:

(1) If any assignment is made to any Disqualified Lender without the US Borrower's prior written consent, the US Borrower may, upon notice to the applicable Disqualified Lender and the Administrative Agent, cancel any unfunded Commitment the subject thereof and (A) in the case of outstanding Loans held by Disqualified Lenders, prepay such Loan by paying the lesser of (x) the principal amount thereof and (y) the amount that such Disqualified Lender paid to acquire such Loans, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it hereunder, less any costs and expenses incurred by the US Borrower as a result of such assignment or participation, including any costs and expenses in connection with enforcing its rights hereunder (it being understood that, notwithstanding anything in the Loan Documents to the contrary, any such prepayment shall not be subject to any provisions requiring prepayments of the Loans on a pro rata basis and no other Loans shall be required to be repaid as a result of such prepayment) and/or (B) require such Disqualified Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in this Section 9.04), all of its interest, rights and obligations under this Agreement and related Loan Documents to an Eligible Assignee that shall assume such obligations at the lesser of (x) the principal amount thereof and (y) the amount that such Disqualified Lender paid to acquire such interests, rights and obligations, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it hereunder; it being agreed that any costs and expenses incurred by the US Borrower as a result of such assignment or participation, including any costs and expenses in connection with enforcing its rights hereunder, shall be deducted from the purchase price paid to such Disqualified Lender and paid directly to the US Borrower.

(2) Notwithstanding anything to the contrary contained in this Agreement, Disqualified Lenders (A) will not (x) have the right to receive information, reports or other materials provided to Lenders by the US Borrower, the Administrative Agent or any other Lender, (y) attend or participate in meetings attended by the Lenders and the Administrative Agent, or (z) access any electronic site established for the Lenders or confidential communications from counsel to or financial advisors of the Administrative Agent or the Lenders and (B) for purposes of voting on any plan of reorganization or plan of liquidation pursuant to any Debtor Relief Laws ("Plan of Reorganization"), each Disqualified Lender party hereto hereby agrees (1) not to vote on such Plan of Reorganization, (2) if such Disqualified Lender does vote on such Plan of Reorganization notwithstanding the restriction in the foregoing clause (1), such vote will be deemed not to be in good faith and shall be "designated" pursuant to Section 1126(e) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws), and such vote shall not be counted in determining whether the applicable class has accepted or rejected such Plan of Reorganization in accordance with Section 1126(c) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws) and (3) not to

contest any request by any party for a determination by the Bankruptcy Court (or other applicable court of competent jurisdiction) effectuating the foregoing clause (2).

(3) Notwithstanding anything to the contrary contained herein, no supplement to the list of Disqualified Lenders shall have retroactive effect with respect to any Person that holds any Loans and/or commitments or participations. Upon the request of any Lender, the Administrative Agent shall make available to such Lender the list of Disqualified Lenders; provided that the Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions relating to Disqualified Lenders. Without limiting the generality of the foregoing, the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Lender or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to, or the restrictions on any exercise of rights or remedies of, any Disqualified Lender.

(j) No such assignment or participation shall be made to a natural person, or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of natural person. Any references to a " natural person" in this Agreement shall be deemed to include any a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of such natural person.

Section 9.05 Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to any Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Commitments have not expired or terminated. The provisions of Section 2.15, Section 2.16, Section 2.17, Section 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans and all other amounts payable hereunder, the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof.

Section 9.06 Counterparts; Integration; Effectiveness. (a) This Agreement may be executed in counterparts (and by different parties hereto on 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 the syndication of the Loans and Commitments 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. 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, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Delivery of an executed counterpart of (x) this Agreement, (y) any other Loan Document (other than Foreign Security Documents in jurisdictions that prohibit such execution)

and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 9.01), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "***Ancillary Document***") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), 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; *provided* that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; *provided, further*, without limiting the foregoing, (1) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the US Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic signature and (2) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the US Borrower and each Loan Party hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the US Borrower and the other Loan Parties, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (ii) the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (iv) waives any claim against any Lender-Related Person for any liabilities arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any liabilities arising as a result of the failure of the US Borrower and/or any Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature

Section 9.07 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 9.07, 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, then such provisions shall be deemed to be in effect only to the extent not so limited.

Section 9.08 Right of Setoff. If a Specified Event of Default shall have occurred and be continuing, each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) (other than escrow, payroll, petty cash, trust and tax accounts (it being understood, for the avoidance of doubt, that this shall not limit any right of setoff of any such Lender or any of such Lender's Affiliates other than pursuant to this Agreement) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of the US Borrower against any of and all the obligations of the US Borrower then due and owing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such Indebtedness; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.22 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 and the Lenders and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Secured Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The applicable Lender shall notify the US Borrower and the Administrative Agent of such setoff and application; provided that any failure to give or any delay in giving such notice shall not affect the validity of any such setoff and application under this Section. The rights of each Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender and their respective Affiliates may have.

Section 9.09 Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court 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 sitting in New York County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by 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 any Loan Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to any Loan Document against Holdings, the Company or the US Borrower or their respective properties in the courts of any jurisdiction.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to any Loan Document in any court referred to in paragraph (b) of this Section 9.09. Each of the parties hereto hereby irrevocably waives, to

the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01; provided that Holdings and the Company hereby designate and appoint Apex US Holdings LLC at 150 E. 52nd Street, Suite 4003, New York, NY 10022, as the registered agent (the " Registered Agent") upon whom process against the Company, Holdings, the US Borrower and the other Loan Parties shall be served. Nothing in any Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(e) Each party hereto that is incorporated outside the United States, in respect of itself, its subsidiaries, its process agents, and its properties and revenues, hereby irrevocably agrees that, to the extent that such party or its respective subsidiaries or any of its or its respective subsidiaries' properties has or may hereafter acquire any right of immunity, whether characterized as sovereign immunity or otherwise, from any legal proceedings, whether in the United States or elsewhere, arising out of or relating to this Agreement or the Transactions, including, without limitation, immunity from suit, immunity from service of process, immunity from jurisdiction or judgment of any court or tribunal, immunity from execution of a judgment, and immunity of any of its property from attachment prior to any entry of judgment, or from attachment in aid of execution upon a judgment, such party, for itself and on behalf of its subsidiaries, hereby expressly waives, to the fullest extent permissible under applicable law, any such immunity, and agrees not to assert any such right or claim in any such proceeding, whether in the United States or elsewhere. Without limiting the generality of the foregoing, each party further agrees that the waivers set forth in this paragraph shall have the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States and are intended to be irrevocable for purposes of such Act.

Section 9.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY 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 ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY 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 BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 9.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 9.12 Confidentiality.

(a) Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (i) to its and its Affiliates' respective directors, officers, employees, members, employees, legal counsel, independent auditors and other experts or agents who need to know such information (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information, on a confidential and need-to-know basis, and instructed to keep such Information confidential and any failure of such Persons acting on behalf of the Administrative Agent or the relevant

Lender to comply with this Section 9.12 shall constitute a breach of this Section 9.12 by the Administrative Agent or the relevant Lender, as applicable), (i) pursuant to the order of any Governmental Authority or to the extent requested or required by any regulatory authority or self-regulatory authority or otherwise required by applicable law or by any subpoena or similar legal process in any pending legal, judicial or administrative proceeding (in each case based on the reasonable advice of legal counsel); provided that solely to the extent permitted by law and other than in connection with routine audits and reviews by regulatory and self-regulatory authorities, each Lender and the Administrative Agent shall notify the US Borrower as promptly as practicable of any such requested or required disclosure in connection with any legal or regulatory proceeding prior to the disclosure of such Information; provided, further, that in no event shall any Lender or the Administrative Agent be obligated or required to return any materials furnished by Holdings, the Company, the US Borrower or any of the Subsidiaries, (ii) to any other party to this Agreement, (iii) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (iv) subject to an agreement containing confidentiality undertakings substantially similar to those of this Section 9.12, to (A) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement (other than to a Disqualified Lender), (B) any actual or prospective counterparty (or its advisors) to any Swap Agreement or derivative transaction relating to any Loan Party or its Subsidiaries and its obligations under the Loan Documents or (C) any pledgee referred to in Section 9.04(d), (v) if required by any rating agency in connection with obtaining the ratings described in Section 5.14 hereof; provided that prior to any such disclosure, such rating agency shall have agreed in writing to maintain the confidentiality of such Information, (vi) to the extent such Information (x) becomes publicly available other than as a result of improper disclosure by the Administrative Agent or applicable Lender in violation of any confidentiality obligations owing to Holdings, the Company, the US Borrower and their Subsidiaries or a breach of this Section or (y) becomes available to the Administrative Agent, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than Holdings, the Company, the US Borrower or a third party that is not, to the knowledge of the Administrative Agent, any Lender or any of their respective Affiliates subject to contractual or fiduciary confidentially obligations owed to Holdings, the Company, the US Borrower or any of their Subsidiaries, (vii) to the extent the US Borrower shall have consented in writing to such disclosure or (viii) to the extent such disclosure is required for purposes of establishing a defense in any legal proceeding. In addition, the Administrative Agent 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 and the Lenders in connection with the administration of this Agreement, the other Loan Documents, and the Commitments. For the purposes hereof, " Information" means all information received from Holdings, the Company, the US Borrower or any of their Subsidiaries relating to Holdings, the Company, the US Borrower, any other Subsidiary or their business, other than any such information that is available to the Administrative Agent or any Lender on a non-confidential basis prior to disclosure by Holdings, the Company, the US Borrower 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.

(b) EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 9.12 FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING HOLDINGS, THE COMPANY, THE US BORROWER, THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE

PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

(c) ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS FURNISHED BY THE US BORROWER OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT, WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT HOLDINGS, THE COMPANY, THE US BORROWER, THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE US BORROWER AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

Section 9.13 PATRIOT Act. Each Lender that is subject to the PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the US Borrower that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the PATRIOT Act.

Section 9.14 INTERCREDITOR AGREEMENT. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT. EACH LENDER HEREUNDER (a) AGREES THAT IT WILL BE BOUND BY AND WILL TAKE NO ACTIONS CONTRARY TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND (b) AUTHORIZES AND INSTRUCTS THE COLLATERAL AGENT TO ENTER INTO THE INTERCREDITOR AGREEMENT AS "SECOND LIEN COLLATERAL AGENT" AND ON BEHALF OF SUCH LENDER. THE PROVISIONS OF THIS SECTION 9.14 ARE NOT INTENDED TO SUMMARIZE ALL RELEVANT PROVISIONS OF THE INTERCREDITOR AGREEMENT. REFERENCE MUST BE MADE TO THE INTERCREDITOR AGREEMENT ITSELF TO UNDERSTAND ALL TERMS AND CONDITIONS THEREOF. EACH LENDER IS RESPONSIBLE FOR MAKING ITS OWN ANALYSIS AND REVIEW OF THE INTERCREDITOR AGREEMENT AND THE TERMS AND PROVISIONS THEREOF, AND NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS AFFILIATES MAKES ANY REPRESENTATION TO ANY LENDER AS TO THE SUFFICIENCY OR ADVISABILITY OF THE PROVISIONS CONTAINED IN THE INTERCREDITOR AGREEMENT. THE FOREGOING PROVISIONS ARE INTENDED AS AN INDUCEMENT TO THE LENDERS UNDER THE FIRST LIEN FACILITIES TO EXTEND CREDIT AND SUCH LENDERS ARE INTENDED THIRD PARTY BENEFICIARIES OF SUCH PROVISIONS AND THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. THE FOREGOING PROVISIONS OF THIS SECTION 9.14 SHALL APPLY WITH EQUAL FORCE, MUTATIS MUTANDIS, TO THE INTERCREDITOR AGREEMENT, ANY PARI PASSU INTERCREDITOR AGREEMENT, AND ANY SUBORDINATION AGREEMENT AND ANY OTHER INTERCREDITOR AGREEMENT OR ARRANGEMENT CONTEMPLATED BY THIS AGREEMENT.

Section 9.15 Release of Liens and Guarantees.

(a) A Subsidiary Guarantor shall automatically be released from its obligations under the Loan Documents, and all security interests created by the Security Documents in Collateral owned by such Subsidiary Guarantor shall be automatically released, upon the consummation of any

transaction permitted by this Agreement as a result of which such Subsidiary Guarantor ceases to be a Restricted Subsidiary (including pursuant to a permitted merger with a Subsidiary that is not a Loan Party); provided that, if so required by this Agreement, the Required Lenders shall have consented to such transaction and the terms of such consent shall not have provided otherwise. Upon any sale or other transfer by any Loan Party (other than to the Company, the US Borrower or any Subsidiary Guarantor) of any Collateral in a transaction permitted under this Agreement, or upon the effectiveness of any written consent to the release of the security interest created under any Security Document in any Collateral in accordance with Section 9.02(b), the security interest in such Collateral created by the Security Documents shall be automatically released. Upon the release of any Subsidiary Guarantor from its Guarantee in compliance with this Agreement, the security interest in any Collateral owned by such Subsidiary Guarantor created by the Security Documents shall be automatically released. Upon the designation of a Restricted Subsidiary as an Unrestricted Subsidiary in compliance with this Agreement, the security interest created by the Security Documents in the Equity Interests and the Collateral of such Subsidiary shall automatically be released. Upon any Subsidiary Guarantor becoming an Excluded Subsidiary in compliance with this Agreement, the security interest created by the Security Documents in the Collateral of such Subsidiary shall automatically be released. Upon the Termination Date (regardless of whether any Secured Cash Management Obligations or Secured Swap Obligations are then outstanding), all obligations under the Loan Documents and all security interests created by the Security Documents shall be automatically released. In connection with any termination or release pursuant to this Section, the Administrative Agent or Collateral Agent shall execute and deliver to any Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to evidence such termination or release and shall perform such other actions reasonably requested by such Loan Party to effect such release, including delivery of certificates, securities and instruments, so long as the US Borrower or applicable Loan Party shall have provided the Administrative Agent and Collateral Agent such certifications or documents as the Administrative Agent or Collateral Agent shall reasonably request in order to demonstrate compliance with this Agreement.

(b) The Collateral Agent will, at the US Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to subordinate the Collateral Agent's Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.02(iv) to the extent and for so long as the grant of a Lien thereon to secure the Secured Obligations constitutes a breach of or a default under, or creates a right of termination in favor of any party (other than any Loan Party) to, any agreement pursuant to which such Lien has been created.

(c) Each of the Lenders irrevocably authorizes the Administrative Agent and the Collateral Agent to provide any release or evidence of release, termination or subordination contemplated by this Section 9.15. Upon request by the Administrative Agent or the Collateral Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's or the Collateral Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Loan Party from its obligations under any Loan Document, in each case in accordance with the terms of the Loan Document and this Section 9.15.

Section 9.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the US Borrower, the Company and Holdings acknowledge and agree that (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Lenders are arm's-length commercial transactions between the US Borrower, the Company, Holdings and their respective Affiliates, on the one hand, and the Administrative Agent and the Lenders, on the other hand, (B) each of the US Borrower, the Company and Holdings has consulted its own legal, accounting, regulatory and tax advisors to the extent it has

deemed appropriate, and (C) each of the US Borrower, the Company and Holdings is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) each of the Administrative Agent 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 US Borrower, the Company, Holdings, any of their respective Affiliates or any other Person and (B) none of the Administrative Agent and the Lenders has any obligation to the US Borrower, the Company, Holdings or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the US Borrower, the Company, Holdings and their respective Affiliates, and none of the Administrative Agent or the Lenders has any obligation to disclose any of such interests to the US Borrower, the Company, Holdings or any of their respective Affiliates. To the fullest extent permitted by law, the US Borrower, the Company and Holdings hereby waive and release any claims that it may have against the Administrative Agent or the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 9.17 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 US 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.

Section 9.18 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

Section 9.19 Acknowledgment Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Agreements or any other agreement or instrument that is a QFC (such support " QFC Credit Support" and each such QFC a " Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the " U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a " Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

Section 9.20. Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the US Borrower in respect of any such sum due from it to the Administrative Agent or any Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the " Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the " Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent or such Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent or any Lender from the US Borrower in the Agreement Currency, the US Borrower agrees, as separate obligations and notwithstanding any such judgment, to indemnify the Administrative Agent or such Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent or any

Lender in such currency, the Administrative Agent or such Lender, as the case may be, agrees to return the amount of any excess to the US Borrower (or to any other Person who may be entitled thereto under applicable law).

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~~**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.**~~

~~**APEX STRUCTURED HOLDINGS LTD.,**~~
~~**as Holdings**~~

~~**By:**~~ _____
~~**Name:**~~
~~**Title:**~~

~~**APEX STRUCTURED INTERMEDIATE HOLDINGS LTD.**~~
~~**as the Company**~~

~~**By:**~~ _____
~~**Name:**~~
~~**Title:**~~

~~**APEX GROUP TREASURY LLC,**~~
~~**as US Borrower**~~

~~**By:**~~ _____
~~**Name:**~~
~~**Title:**~~

~~**BANK OF AMERICA, N.A.,**~~
~~**as Administrative Agent and a Lender**~~

~~**By:**~~ _____
~~**Name:**~~
~~**Title:**~~

Summary report: Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 8/23/2021 11:24:39 PM	
Style name: Standard	
Intelligent Table Comparison: Active	
Original DMS: iw://NYCDMS/NewYork/44349773/11	
Modified DMS: iw://NYCDMS/NewYork/44867168/11	
Changes:	
Add	71
~~**Delete**~~	55
~~Move From~~	4
Move To	4
Table Insert	0
~~**Table Delete**~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	134

Exhibit B

Incremental Closing Date Officer's Certificate

EXHIBIT B

FORM OF INCREMENTAL CLOSING DATE OFFICER'S CERTIFICATE

[___], 2021

This Incremental Closing Date Officers' Certificate is being delivered on behalf of Apex Structured Intermediate Holdings Ltd., an exempted company limited by shares incorporated under the laws of Bermuda (the "Company"), pursuant to Section 3(a)(xv) of the First Amendment to First Lien Credit Agreement, dated as of August 25, 2021 (the "First Lien Amendment"), among Apex Structured Holdings Ltd., an exempted company limited by shares incorporated under the laws of Bermuda ("Holdings"), the Company, Apex Group Treasury LLC, a Delaware limited liability company (the "US Borrower"), certain subsidiaries of the Company, as Subsidiary Guarantors, the Incremental Lenders from time to time party thereto, the and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, which amends that First Lien Credit Agreement among Holdings, the Company, the US Borrower, the Lenders from time to time party thereto and the Administrative Agent. All capitalized terms used and not defined herein have the same meanings herein as set forth in the Second Lien Credit Agreement, as amended by the First Lien Amendment.

The undersigned, a [director or similar officer] of the Company, and are each familiar with the facts herein certified. By executing this certificate the officer hereby certifies as of the date hereof, solely in his or her capacity as an officer of the Company (and not personally), as follows:

a) As of the 2021 Initial Incremental Closing Date, the conditions set forth in Sections 3(b)(iii) and 3(b)(vi) have been satisfied;

b) There have been no changes since the First Amendment Effective Date with respect to the documents delivered or matters certified (as applicable) pursuant to Section 3(a)(vi) (or otherwise providing updates to such documents or certifications); and.

c) [The Minimum Acceptance Level has been achieved and the Offer Unconditional Date has occurred without the US Borrower having agreed to any Materially Adverse Amendment to the applicable Acquisition Documents except in accordance with Section 4(b)(ii)][1] or [The Scheme Effective Date has occurred without the US Borrower having agreed to any Materially Adverse Amendment to the applicable Acquisition Documents except in accordance with Section 4(b)(ii)][2].

[1] NTD: Include in the case of an Offer.

[2] NTD: In the case of a Scheme.

APEX STRUCTURED INTERMEDIATE HOLDINGS LTD.

By: _____
Name:
Title: