

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**Current Report  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **June 29, 2019**

**MONITRONICS INTERNATIONAL, INC.**

(Exact Name of Registrant as Specified in its Charter)

**Texas**  
(State or other jurisdiction  
of incorporation)

**333-110025**  
(Commission  
File Number)

**74-2719343**  
(IRS Employer  
Identification No.)

**1990 Wittington Place**  
**Farmers Branch, Texas 75234**  
(Address of principal executive offices, including zip code)

**(972) 243-7443**  
(Registrant's telephone number, including area code)

**Not applicable**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
None	None	None

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

Emerging growth company

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

**Item 1.01. Entry into a Material Definitive Agreement.**

As previously disclosed, on June 30, 2019, Monitronics International, Inc. (“Monitronics”), a wholly owned subsidiary of Ascent Capital Group, Inc. (“Ascent”), along with certain of Monitronics’ domestic subsidiaries (collectively, the “Debtors”) filed voluntary petitions for relief (collectively, the “Petitions” and, the cases commenced thereby, the “Chapter 11 Cases”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”).

In connection with the Chapter 11 Cases, on July 2, 2019, the Debtors received approval from the Bankruptcy Court to enter into the DIP Facility (as defined below).

*DIP Facility*

In connection with the Chapter 11 Cases, on July 3, 2019, the Debtors entered into a secured superpriority and priming debtor-in-possession revolving credit facility (the “DIP Facility”) with the lenders party thereto, KKR Credit Markets LLC, as lead arranger and bookrunner, KKR Credit Advisors (US) LLC, as structuring advisor, Encina Private Credit SPV, LLC, as administrative agent, swingline lender and L/C issuer (the “DIP Administrative Agent”), and certain other financial parties thereto.

The DIP Facility is in an amount of up to \$245 million, subject to availability under the Debtors’ borrowing base thereunder, including a letter of credit subfacility in the amount of \$10 million and a swingline loan commitment of \$10 million. Interest on the DIP Facility will accrue at a rate per year equal to the LIBOR rate (with a floor of 1.50%) plus 5.00% or base rate (with a floor of 4.50%) plus 4.00%.

The Company is required to pay fees in relation to the DIP Facility, including the following:

- Unused Commitment Fee: 0.75% per annum on the daily unused amount of the revolving credit portion of the DIP Facility;
- L/C Commitment Fronting Fee: 0.25% per annum on the average daily amount of the letter of credit exposure of the DIP Facility; and
- Agent Fees: separately agreed upon between Monitronics and the DIP Administrative Agent;

The DIP Facility will mature on the earlier of: (i) 45 days after the date of entry of the interim DIP order, if the final DIP order has not been entered by the Bankruptcy Court on or prior to such date; (ii) 12 months after June 30, 2019; (iii) the effective date with respect to any Chapter 11 plan of reorganization; (iv) the filing of a motion by the Debtors seeking the dismissal of any of the Chapter 11 Cases, the dismissal of any Chapter 11 Case, the filing of a motion by the Debtors seeking to convert any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code or the conversion of any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code; (v) the date of a sale of all or substantially all of the Debtors’ assets consummated under section 363 of the Bankruptcy Code; (vi) acceleration of the debtor in possession financing following an occurrence of an event of default under the DIP Facility; or (vii) the appointment of a Chapter 11 trustee.

Proceeds of the DIP Facility can be used by the Debtors to (i) pay certain costs, fees and expenses related to the Chapter 11 Cases, (ii) pay in full the claims of the revolving lenders under Monitronics’ Credit Agreement, dated March 23, 2012 (as amended and restated or otherwise amended, the “Pre-Petition Credit Facility”), (iii) cash collateralize certain letters of credit previously issued under the Pre-Petition Credit Facility, and other letters of credit as approved by the majority lenders under the DIP Facility from time to time, (iv) to fund certain carve-out expenses and (v) fund working capital and general corporate purposes of the Debtors, in all cases, subject to the terms of the DIP Facility and applicable orders of the Bankruptcy Court.

The obligations and liabilities of Monitronics under the DIP Facility are secured by a valid, binding, continuing, enforceable, fully-perfected first priority, senior priming lien on, and security interest in, substantially all assets and property of the estate of the Debtors, and the equity in Monitronics owned by Ascent, and are guaranteed by each of Monitronics' existing and future subsidiaries, subject to certain exceptions.

The DIP Facility contains mandatory prepayments (a) if the amount of loans outstanding under the DIP Facility exceeds the lesser of the DIP Facility and the borrowing base thereunder and (b) with the proceeds of certain (i) asset sales, (ii) casualty events (subject, in each case, to certain reinvestment rights) and (iii) issuances of indebtedness not permitted by the DIP Facility.

The DIP Facility contains customary representations and warranties and affirmative and negative covenants for agreements of this type, including, among others covenants regarding minimum liquidity, relating to financial reporting, compliance with laws, payment of taxes, preservation of existence, books and records, maintenance of properties and insurance, limitations on liens, restrictions on mergers and restrictions on sales of all or substantially all of the Debtors' assets, and limitations on changes in the nature of the Debtors' businesses.

The foregoing description of the DIP Facility does not purport to be complete and is qualified in its entirety by reference to the full text of the DIP Facility, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

*Amendment No. 8 to Pre-Petition Credit Agreement*

In connection with the Chapter 11 Cases, on July 3, 2019, Monitronics entered into an Amendment No. 8 to Credit Agreement and Consent to Agency Resignation and Appointment Agreement ("Amendment No. 8"), among Monitronics, the other Debtors, Cortland Capital Market Services LLC ("Cortland"), as successor administrative agent, and the lenders party thereto. Pursuant to Amendment No. 8, Monitronics, the other Debtors and the required lenders under the Pre-Petition Credit Agreement approved the resignation of Bank of America, N.A. as administrative agent, and the appointment of Cortland as the successor administrative agent, under the Pre-Petition Credit Agreement. Amendment No. 8 also made certain other amendments to the Pre-Petition Credit Agreement to accommodate the appointment of Cortland as the successor administrative agent.

The foregoing description of Amendment No. 8 does not purport to be complete and is qualified in its entirety by reference to the full text of Amendment No. 8, a copy of which is attached as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

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

The information set forth under Item 1.01 of this Form 8-K is incorporated herein by reference. This description does not purport to be complete and is qualified in its entirety by reference to the full text of the DIP Facility, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 8.01. Other Information.**

On June 29, 2019, Monitronics executed Amendment No. 1 to its bylaws (as amended, the "Bylaws" and such amendment, the "Amendment"). The purpose of the Amendment was to permit shares of Monitronics to be issuable as either certificated or uncertificated and to make conforming changes regarding the issuance, transfer and registration of shares by Monitronics or its transfer agent.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is attached as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated by reference herein.

**Item 9.01. Financial Statements and Exhibits.**

**(d) Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
3.1	<a href="#"><u>Amendment No. 1 to the Bylaws of Monitronics International, Inc., dated as of June 29, 2019.</u></a>
10.1	<a href="#"><u>Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of July 3, 2019, among Monitronics International, Inc., as the Borrower, the Guarantors party thereto, Encina Private Credit SPV, LLC, as Administrative Agent, Swingline Lender and L/C Issuer, the Lenders party thereto, KKR Capital Markets LLC, as Lead Arranger and Bookrunner and KKR Credit Advisors (US) LLC, as Structuring Advisor.</u></a>
10.2	<a href="#"><u>Amendment No. 8 to Credit Agreement and Consent to Agency Resignation and Appointment Agreement, dated as of July, 3, 2019, among Monitronics International, Inc., as Borrower, the Guarantors party thereto, Cortland Capital Market Services LLC, in its capacity as successor agent and the Lenders party thereto.</u></a>

**SIGNATURE**

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

**Monitronics International, Inc.**

Date: July 5, 2019

By: /s/ William E. Niles  
William E. Niles  
Executive Vice President and Secretary

## AMENDMENT NO. 1 TO THE BYLAWS

OF

## MONITRONICS INTERNATIONAL, INC.

This Amendment No. 1 to the Bylaws (the "Bylaws") of Monitronics International, Inc., a Texas corporation, dated June 29, 2019, is made pursuant to Article IX of the Bylaws by the Board of Directors (the "Board") of Monitronics International, Inc.

1. Amendment to Article II, Section 1 of the Bylaws. Article II, Section 1 of the Bylaws shall be deleted in its entirety, and replaced with the following new Article II, Section 1:

Section 1. Certificates Representing Shares: Shares of the Corporation may be certificated or uncertificated. Shareholders of the Corporation shall be recorded in the share transfer records of the Corporation and ownership of such shares shall be evidenced by a certificate or book entry notation in the share transfer records of the Corporation. Any certificates shall be signed by the President and by the Secretary. In case any officer who has signed a certificate shall have ceased to be such officer before the certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer at the date of its issue.

2. Amendment to Article II, Section 2 of the Bylaws. Article II, Section 2 of the Bylaws shall be deleted in its entirety, and replaced with the following new Article II, Section 2:

Section 2. Shareholders of Record: The Board may appoint one or more transfer agents or registrars of any class of stock of the Corporation. The Corporation may be its own transfer agent if so appointed by the Board. The names and addresses of shareholders as they appear on the stock transfer book shall be the official list of shareholders of record of the Corporation for all purposes. The Corporation shall be entitled to treat the holder of record of any shares of the Corporation as the owner thereof for all purposes and shall not be bound to recognize any equitable or other claim to, or interest in, such shares or any rights deriving from such shares, on the part of any other person, including (but without limitation) a purchaser, assignee or transferee, unless and until such other person becomes the holder of record of such shares, whether or not the Corporation shall have either actual or constructive notice of the interest of such other person.

3. Amendment to Article II, Section 3 of the Bylaws. Article II, Section 3 of the Bylaws shall be deleted in its entirety, and replaced with the following new Article II, Section 3:

Section 3. Transfer of Shares: The shares of the Corporation shall be transferable on the stock transfer books of the Corporation by the holder of record thereof, or his duly authorized attorney or legal representative, upon endorsement and surrender for cancellation of the certificates for such shares if such shares are represented by certificates. All certificates surrendered for transfer shall be canceled, and no new certificate shall be issued until a former certificate or certificates for a like number of shares shall have been surrendered and canceled,

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except that in the case of a lost, destroyed or mutilated certificate, a new certificate may be issued in its place upon satisfactory proof of such loss or destruction and, at the discretion of the Corporation, upon giving to the Corporation a satisfactory bond of indemnity issued by a corporate surety in an amount and for a period satisfactory to the Board. Uncertificated shares shall be transferred in the share transfer records of the Corporation upon the written instruction originated by the appropriate person to transfer the shares.

4. Except as otherwise provided herein, the Bylaws shall remain in full force and effect.

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**SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

**Dated as of July 3, 2019**

**among**

**MONITRONICS INTERNATIONAL, INC.,  
as the Borrower**

**THE GUARANTORS PARTY HERETO,**

**ENCINA PRIVATE CREDIT SPV, LLC,  
as Administrative Agent, Swingline Lender and L/C Issuer,**

**THE LENDERS PARTY HERETO,**

**KKR CAPITAL MARKETS LLC  
as Lead Arranger and Bookrunner and**

**KKR CREDIT ADVISORS (US) LLC  
as Structuring Advisor**

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EXHIBITS

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ANNEXES

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## SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

This SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT is entered into as of July 3, 2019, among MONITRONICS INTERNATIONAL, INC., a Texas corporation (the "Borrower"), each of its direct and indirect domestic subsidiaries from time to time party hereto as Guarantors (defined below), each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"), KKR CAPITAL MARKETS LLC, as Lead Arranger and Bookrunner, KKR CREDIT ADVISORS (US) LLC, as Structuring Advisor, and ENCINA PRIVATE CREDIT SPV, LLC, as Administrative Agent, Swingline Lender and L/C Issuer.

### PRELIMINARY STATEMENTS:

WHEREAS, on July 1, 2019 (the "Petition Date"), the Borrower and the Guarantors party hereto on the date hereof commenced Chapter 11 case numbers 19-33650 through 19-33658, as jointly administered for procedural purposes at Chapter 11 case number 19-33650 (each a "Case" and collectively, the "Cases") by filing with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court") voluntary petitions for relief under the Bankruptcy Code and have continued to operate their business as debtor-in-possession pursuant to Section 1107 and 1108 thereof.

WHEREAS, the Borrower has requested and the Lenders have agreed to make revolving loans to the Borrower consisting of a priming, secured superpriority debtor-in-possession credit facility in an aggregate principal amount not to exceed \$245,000,000 subject to this Agreement and, when entered, the Interim DIP Order or the Final DIP Order (each as defined herein), as applicable.

WHEREAS, the Lenders are willing to extend such credit to the Borrower and the Guarantors under this Agreement upon the terms and subject to the conditions set forth in this Agreement and the Interim DIP Order or the Final DIP Order, as applicable.

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

### ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

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

"ACH" means Automated Clearing House or any successor reasonably acceptable to the Structuring Advisor.

"Adequate Protection Liens" has the meaning ascribed to such term in the Interim DIP Order or, upon entry of the Final DIP Order, in the Final DIP Order, as applicable.

"Adequate Protection Obligations" has the meaning ascribed to such term in the Interim DIP Order or, upon entry of the Final DIP Order, in the Final DIP Order, as applicable.

"Adequate Protection Superpriority Claims" has the meaning ascribed to such term in the Interim DIP Order or, upon entry of the Final DIP Order, in the Final DIP Order, as applicable.

"Administrative Agent" means Encina Private Credit SPV, LLC, in its capacity as administrative agent under the Loan Documents, or any successor administrative agent.

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“Administrative Agent’s Account” means the Administrative Agent’s account as set forth on Schedule 10.02, or such other account as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

“Administrative Questionnaire” means an Administrative Questionnaire in substantially the form of Exhibit C-2 to this Agreement or any other form approved by the Administrative Agent.

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

“Agent Fee Letter” means that certain fee letter, dated as of the date hereof, by and between the Administrative Agent and the Borrower, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Agent Parties” has the meaning specified in Section 10.02(c).

“Aggregate Commitments” means the Commitments of all the Lenders (but without duplication with respect to Swingline Loan Commitments and Revolving Credit Commitments).

“Aggregate Purchase Price” means, with respect to any period, the total consideration paid for all Permitted Portfolio Purchases (including the amount of any Holdback Debt and any liabilities assumed in connection therewith) completed by the Borrower and its Subsidiaries during such period.

“Agreement” means this secured superpriority debtor-in-possession credit agreement, as the same may be amended, modified, restated, renewed or supplemented from time to time.

“Alarm System” means all electronic or other wiring, sensors, detectors, relays, controls, transmitters, sirens and other equipment or machinery provided to customers by the Borrower or any of its Subsidiaries.

“Anti-Corruption Laws” means anti-bribery and anti-corruption laws, regulations or ordinances, including without limitation (i) the U.S. Foreign Corrupt Practices Act of 1977 (as amended); (ii) the United Kingdom Bribery Act; (iii) anti-bribery legislation promulgated by the European Union and implemented by its member states; and (iv) legislation adopted in furtherance of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

“Anti-Money Laundering Laws” means laws, regulations, rules or guidelines relating to the prevention of money laundering, including financing recordkeeping and reporting requirements, such as the USA PATRIOT Act, the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, and the U.S. Money Laundering Control Act of 1986, as amended.

“Applicable Fee Rate” means, at any time, in respect of the Revolving Credit Facility, 0.75% per annum.

“Applicable Percentage” means with respect to any Revolving Credit Lender at any time, the percentage (carried out to the ninth decimal place) of the Revolving Credit Facility represented by such Revolving Credit Lender’s Revolving Credit Commitment at such time. If the commitment of each Revolving Credit Lender to make Revolving Credit Loans or if the Revolving Credit Commitments have expired, then the Applicable Percentage of each Revolving Credit Lender in respect of the Revolving Credit Facility shall be determined based on the Applicable Percentage of such Revolving Credit Lender in respect

of the Revolving Credit Facility most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Revolving Credit Lender in respect of the Revolving Credit Facility is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

“Applicable Rate” means 4.00% per annum for Base Rate Loans and 5.00% per annum for Eurodollar Rate Loans and Letter of Credit Fees.

“Applicable Revolving Credit Percentage” means with respect to any Revolving Credit Lender at any time, such Revolving Credit Lender’s Applicable Percentage in respect of the Revolving Credit Facility at such time.

“Appropriate Lender” means, at any time, (a) with respect to the Revolving Credit Facility, a Lender that has a Commitment with respect to such Facility or holds a Revolving Credit Loan, respectively, at such time, (b) with respect to the Letter of Credit Sublimit, (i) the L/C Issuer and (ii) if any Letters of Credit have been issued pursuant to Section 2.03(a), the Revolving Credit Lenders, and (c) with respect to the Swingline Loan Facility, (i) the Swingline Lender and (ii) if any Swingline Loans are outstanding pursuant to Section 2.01(c), the Revolving Credit Lenders.

“Approved Alarm Dealers” means persons engaged in the business of selling, installing or servicing security alarm products that are (or will be) monitored in the Borrower’s or any Subsidiary’s central station or an Approved Central Station.

“Approved Alarm Purchase Agreement(s)” means any purchase agreement meeting the requirements to be used in a Dealer Program.

“Approved Central Stations” means (a) the central stations used by the Borrower and its Subsidiaries as of the Closing Date and any other central station operated by the Borrower or a Subsidiary thereof, (b) any third party monitoring central station with respect to which the owner thereof maintains a U.L. rating and (c) any central station which serves as a backup station with respect to a station described in clause (a) or clause (b) above.

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

“Arranger” means KKR Capital Markets LLC, in its capacity as lead arranger and bookrunner.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.06(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit C-1 to this Agreement or any other form approved by the Administrative Agent and the Borrower.

“Attributable Indebtedness” means, on any date, (a) in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP and (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capitalized Lease.

“Audited Financial Statements” means the audited consolidated balance sheet of the Borrower and its Subsidiaries for the fiscal year ended December 31, 2018, and the related consolidated statements of

income or operations, shareholders' equity and cash flows for such fiscal year of the Borrower and its Subsidiaries, including the notes thereto.

"Automatic Stay" means the automatic stay imposed under Section 362 of the Bankruptcy Code.

"Availability Period" means the period from and including the Closing Date to the earliest of (i) the Maturity Date, (ii) the date of termination of the Aggregate Commitments pursuant to Section 2.05, and (iii) the date of termination of the commitment of each Revolving Credit Lender to make Revolving Credit Loans, the Swingline Lender to make Swingline Loans, and of the obligation of the L/C Issuer to make L/C Credit Extensions pursuant to Section 8.02.

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

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

"Bankruptcy Code" means the provisions of Chapter 11 of Title 11 of the United States Code 11 U.S.C §§ 101 *et seq.* as amended from time to time, or any replacement, supplemental or successor Federal statute, and all rules and regulations promulgated thereunder.

"Bankruptcy Court" has the meaning specified in the recitals to this Agreement.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure and local rules of the Bankruptcy Court, each as amended, and applicable to the Cases.

"Base Rate" means 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 Prime Rate, (c) the Eurodollar Rate plus 1.00% and (d) 4.50%.

"Base Rate Loan" means a Loan that bears interest based on the Base Rate; for the avoidance of doubt, Swingline Loans shall be Base Rate Loans.

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

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

"Borrower" has the meaning specified in the introductory paragraph hereto.

"Borrower Materials" has the meaning specified in Section 6.02.

"Borrowing" means a Revolving Credit Borrowing or Swingline Borrowing.

"Borrowing Base" means, determined as of the most recent date for which the Borrower was required to deliver a Borrowing Base Certificate under Section 6.02(b), an aggregate amount, expressed in Dollars, equal to (a)(i) the Eligible RMR balance of the Loan Parties as of the end of the month covered by such Borrowing Base Certificate multiplied by (ii) ten (10), less (b) any reserves established by the Administrative Agent (at the direction of the Structuring Advisor) not to exceed the amount of the Carve-Out.

“Borrowing Base Certificate” means a certificate setting forth the calculation of the Borrowing Base at the applicable time in reasonable detail, in a form reasonably satisfactory to the Structuring Advisor.

“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 Account is located and, if such day relates to any Eurodollar Rate Loan, means any such day that is also a London Banking Day.

“Capitalized Leases” means all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases.

“Carve-Out” has the meaning ascribed to such term in the Interim DIP Order or, upon entry of the Final DIP Order, in the Final DIP Order, as applicable.

“Case” or “Cases” has the meaning specified in the recitals to this Agreement.

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

“Cash Equivalents” means any of the following types of Investments, to the extent owned by the Borrower or any of its Subsidiaries free and clear of all Liens (other than Liens created by Article XII or permitted by Section 7.01):

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States of America is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers’ acceptances of, any commercial bank that (i) (A) is a Lender or (B) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least \$1,000,000,000, in each case with maturities of not more than 90 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least “Prime-1” (or the then equivalent grade) by Moody’s or at least “A-1” (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof; and

(d) Investments, classified in accordance with GAAP as current assets of the Borrower or any of its Subsidiaries, in money market investment programs registered under the Investment

Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition.

"Cash Management Order" means an order, in form and substance reasonably acceptable to the Required Lenders, entered by the Bankruptcy Court with respect to the Loan Parties' use of a cash management system in accordance with the terms of this Agreement and the DIP Orders.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980.

"CERCLIS" means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

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

"Change of Control" means the occurrence of any of the following events:

(a) the acquisition by any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than one or more Permitted Holders or any "group" controlled by a Permitted Holder, that is or becomes the "beneficial owner" (as such term is used in Rules 13d-3 and 13d-5 under the Exchange Act, except that for purposes of this clause (a) such person or group shall be deemed to have "beneficial ownership" of all shares that any such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the total voting power of the then outstanding Voting Interests in the Borrower;

(b) the acquisition by any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than one or more Permitted Holders (other than Parent) or any "group" controlled by a Permitted Holder (other than Parent), that is or becomes the "beneficial owner" (as such term is used in Rules 13d-3 and 13d-5 under the Exchange Act, except that for purposes of this clause (b) such person or group shall be deemed to have "beneficial ownership" of all shares that any such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the total voting power of the then outstanding Voting Interests in the Parent;

(c) the Borrower or any Subsidiary sells, conveys, transfers or leases (either in one transaction or a series of related transactions) all or substantially all of the Borrower's and its

Subsidiaries' assets (determined on a consolidated basis) to any Person (other than the Borrower, a Subsidiary or one or more Permitted Holders); or

(d) except for Dispositions permitted by Section 7.05, the Borrower ceases to hold 100% of the outstanding Voting Interests (and 100% of the economic interests associated with such Voting Interests) of any of its Subsidiaries as owned on the Closing Date.

“Closing Date” means the date that the conditions set forth in Section 4.01 have been satisfied or waived pursuant to the terms hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Collateral” has the meaning specified in Section 12.01.

“Collateral Assignment of Communication Paths” means the Collateral Assignment of Communication Paths substantially in the form of Exhibit E-1 to this Agreement or any other form reasonably satisfactory to the Administrative Agent (acting at the direction of the Required Lenders).

“Collateral Assignment of Contract Rights” means the Collateral Assignment of Contract Rights substantially in the form of Exhibit E-2 to this Agreement or any other form reasonably satisfactory to the Administrative Agent (acting at the direction of the Required Lenders).

“Commitment” means a Revolving Credit Commitment and Swingline Loan Commitment.

“Committed Loan Notice” means (a) a notice pursuant to Section 2.02(a) of (i) a Revolving Credit Borrowing, (ii) a conversion of Revolving Credit Loans from one Type to the other, or (iii) a continuation of Eurodollar Rate Loans or (b) a notice pursuant to Section 2.02(c) of a Swingline Borrowing, which, if in writing, shall be substantially in the form of Exhibit A to this Agreement, or such other form as approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and duly executed by a Responsible Officer of the Borrower.

“Committee” means an official creditors' committee of creditors holding unsecured claims, if any, appointed by the Bankruptcy Court in respect of the Cases pursuant to Section 1102(a) of the Bankruptcy Code.

“Compliance Certificate” means a certificate substantially in the form of Exhibit C.

“Confirmation Order” means an order of the Bankruptcy Court confirming the Plan of Reorganization of the Loan Parties in accordance with the terms of the Restructuring Support Agreement.

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

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

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

“Controlled Account” means each deposit account and securities account that is subject to a DIP Lien and, on or after the thirtieth (30th) day after the Petition Date, at the request of the Required Lenders, may be subject to an account control agreement in form and substance reasonably satisfactory to the Administrative Agent (acting at the direction of the Required Lenders) and the L/C Issuer.

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

“Dealer Program” means a program by which the Borrower or any of its Subsidiaries generate, purchase or otherwise acquire alarm contracts or service relationships on an ongoing basis from Approved Alarm Dealers and which reasonably satisfies the following requirements: (i) the Approved Alarm Dealer retains no “equity” or other continuing interest in the alarm contracts or the customer accounts relating thereto (provided, that this shall not prohibit the Borrower or its Subsidiaries from offering retention bonuses as incentives to Approved Alarm Dealers), (ii) the Approved Alarm Dealer has no right to repurchase the alarm contract or customer account relating thereto; provided, that those accounts that are non-performing under the applicable Approved Alarm Purchase Agreement may be rejected by the Borrower or its Subsidiaries, as applicable, and repurchased by the selling Approved Alarm Dealer and (iii) the Approved Alarm Dealer has no right to withdraw alarm contracts already submitted and purchased.

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

“Declined Proceeds” has the meaning specified in Section 2.04(b)(vii).

“Default” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“Default Rate” means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Rate, if any, applicable to Base Rate Loans under the applicable Facility plus (iii) 2% per annum; provided, however, that with respect to a Eurodollar Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus 2% per annum and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Rate plus 2% per annum.

“Defaulting Lender” means, subject to Section 2.14(b), any Lender that (a) has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, the L/C Issuer or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit) within two Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent or the L/C Issuer in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender’s obligation to fund a Loan hereunder and states that such position is based on such Lender’s determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent (acting at the direction of the Required Lenders) or the Borrower, to confirm in writing to the Administrative Agent and the Borrower

that it will comply with its prospective funding obligations hereunder provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, since the Closing Date, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity or (iii) become subject to 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 so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent (acting at the direction of the Required Lenders) that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.14(b)) as of the date established therefor by the Administrative Agent (acting at the direction of the Required Lenders) in a written notice of such determination, which shall be delivered by the Administrative Agent to the Borrower, the L/C Issuer, the Swingline Lender and each other Lender promptly following such determination.

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

“DIP Budget” means the 13-week cash flow budget, depicting the Loan Parties’ good faith projection of all weekly cash receipts and cash disbursements in connection with the operation of the Loan Parties’ and their Subsidiaries’ businesses during such 13-week period commencing on the applicable reporting date, as in effect from time to time, including the Initial DIP Budget, in form and substance reasonably satisfactory to the Structuring Advisor and the Required Lenders, as the same may be updated from time to time by the Borrower as reasonably approved by the Structuring Advisor and the Required Lenders in accordance with Section 6.01(c). Any reference contained herein to compliance with the DIP Budget shall include any variance permitted by Section 7.21.

“DIP Lien” has the meaning ascribed to such term in the Interim DIP Order or, upon entry of the Final DIP Order, in the Final DIP Order, as applicable.

“DIP Motion” means that certain Emergency Motion for Entry of Interim and Final Orders (i) authorizing the debtors to obtain postpetition financing, (ii) authorizing the use of cash collateral, (iii) granting liens and superpriority administrative expense status, (iv) granting adequate protection, (v) modifying the automatic stay, (vi) scheduling a final hearing, and (vii) granting related relief.

“DIP Orders” means the Interim DIP Order, the Final DIP Order and any amendment, modification or supplement thereto in form and substance acceptable to the Structuring Advisor and the Required Lenders.

“DIP Priority Collateral” has the meaning specified in the DIP Orders.

“Disposition” or “Dispose” means the sale, transfer, license, lease or other disposition (including (i) any sale and leaseback transaction and (ii) any Division/Series Transaction) of any property (other than cash) by any Person (or the granting of any option or other right to do any of the foregoing), including any



sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith (other than the disposition of Cash Equivalents in the ordinary course of business).

“Division/Series Transaction” means, with respect to any Person, a division of any such Person into two or more Persons pursuant to Section 18-217 of the Delaware Limited Liability Act (or any similar provision in any other applicable jurisdiction), or an allocation of assets of such Person pursuant to such a division.

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

“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.

“EFT” means electronic funds transfer.

“Eligible Assignee” means any Person that meets the requirements to be an assignee under Section 10.06(b)(iii) and (v) (subject to such consents, if any, as may be required under Section 10.06(b)(iii)).

“Eligible RMR” means, as of any time, 100% of the aggregate amount of (a) RMR subject to billing under Monitoring Contracts between customers and the Loan Parties and (b) 14.6/28 of RMR under agreements to provide wholesale monitoring services (provided, that the amount under this clause (b) shall not exceed 5% of total Eligible RMR), in each case, in effect in which no person other than the Loan Parties or any of their Subsidiaries and the Administrative Agent has any interest (other than (x) Liens permitted under this Agreement or the DIP Orders to the extent junior to the DIP Liens and (y) Liens on Monitoring Contracts acquired from new Approved Alarm Dealers that secure residual contingent obligations to previous buyers of Monitoring Contracts from such Approved Alarm Dealers that will be terminated in the ordinary course of business; provided that not more than 5% of Eligible RMR shall be derived from Monitoring Contracts subject to such Liens) provided, however, that Eligible RMR will not include any revenue:

- (i) from customers whose balances are more than ninety (90) days past due;
- (ii) that is not periodic in nature, but rather relates to installation purchase payments or one-time assessments or charges;
- (iii) from stand alone service agreements and extended repair service, maintenance or inspection agreements that are not provided in conjunction with alarm monitoring;

(iv) from Monitoring Contracts that (A) do not have FICO Scores (unless such Monitoring Contracts are for commercial accounts with acceptable credit reviews pursuant to customary credit criteria for commercial subscribers) or (B) have FICO Scores less than 625; provided that notwithstanding the foregoing, (x) not more than 2% of Eligible RMR can be comprised of Monitoring Contracts that have FICO Scores of less than 600, (y) not more than 15% of Eligible RMR can be comprised of Monitoring Contracts that have FICO Scores of greater than 599, but less than 625 and (z) not more than 6% of Eligible RMR (other than from commercial accounts with acceptable credit reviews pursuant to customary credit criteria for commercial subscribers) can be comprised of Monitoring Contracts that do not have FICO Scores;

(v) reimbursement for or payment of any taxes, fees or other charges imposed by any Governmental Authority relative to the furnishing of alarm services or maintenance services; and

(vi) late fees or fees for not sufficient fund checks.

“Encina” means Encina Private Credit SPV, LLC.

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

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

“Environmental Permit” means any permit, approval, identification number, license or other authorization required under any Environmental Law.

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

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

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

“ERISA Event” means (a) a Reportable Event with respect to a Pension Plan; (b) the withdrawal of the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which such entity was a “substantial employer” as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Borrower or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Pension Plan amendment as a termination under Section 4041 or 4041A of ERISA; (e) the institution by the PBGC of proceedings to terminate a Pension Plan; (f) any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (g) the determination that any Pension Plan is considered an at-risk plan or a plan in endangered or critical status within the meaning of Sections 430, 431 and 432 of the Code or Sections 303, 304 and 305 of ERISA; or (h) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any ERISA Affiliate.

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

“Eurodollar Rate” means:

(a) for any Interest Period with respect to a Eurodollar Rate Loan, the rate per annum equal to (i) the London Interbank Offered Rate (“LIBOR”), or a comparable or successor rate, which is rate is approved by the Administrative Agent, as published on the applicable Bloomberg screen page (or such other commercially available source providing quotations of LIBOR as may be designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two (2) London Banking 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 or, (ii) if such rate is not available at such time for any reason, the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the first day of such Interest Period in same day funds in the approximate amount of the Eurodollar Rate Loan being made, continued or converted and with a term equivalent to such Interest Period would be offered to the Administrative Agent by major banks in the London interbank eurodollar market at their request at approximately 11:00 a.m. (London time) two (2) London Banking Days prior to the commencement of such Interest Period; and if the Eurodollar Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement; and

(b) for any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to (i) LIBOR, at approximately 11:00 a.m., London time determined two (2) London Banking Days prior to such date for Dollar deposits being delivered in the London interbank market for a term of one (1) month commencing that day or (ii) if such published rate is not available at such time for any reason, the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the date of determination in same day funds in the approximate amount of the Base Rate Loan being made or maintained and with a term equal to one (1) month would be offered to the Administrative Agent by major banks in the London interbank eurodollar market at their request at the date and time of determination; and if the Base Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

Notwithstanding the foregoing, in no event shall the Eurodollar Rate be less than 1.50%.

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

“Event of Default” has the meaning specified in Section 8.01.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Excluded Deposit Account” means (a) any deposit account the balance of which consists exclusively of (i) withheld income taxes and federal, state or local employment taxes required to be paid to the Internal Revenue Service or state or local government agencies with respect to employees of the Borrower or any Subsidiary and (ii) amounts required to be paid over to an employee benefit plan on behalf of or for the benefit of employees of the Borrower or any Subsidiary, (b) all segregated deposit accounts constituting (and the balance of which consists solely of funds set aside in connection with) payroll accounts, trust accounts, and accounts dedicated to the payment of accrued employee benefits, medical, dental and employee benefits claims to employees of the Borrower or any Subsidiary, (c) deposit accounts authorized in the DIP Orders and (d) deposit accounts with a cash balance of less than \$150,000 individually or \$1,000,000 in the aggregate at all times in the aggregate for all such accounts under this clause (d).

“Excluded Taxes” means any of the following Taxes imposed on or with respect to any Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Recipient, U.S. federal withholding Taxes (including withholding Taxes imposed by Sections 1441 and 1442 of the Code as of the Closing Date) imposed on amounts payable to or for the account of such Recipient with respect to an applicable interest in a Loan or Commitment or this Agreement pursuant to a law in effect on the date on which (i) such Recipient acquires such interest (other than pursuant to an assignment request by the Borrower under Section 10.13) or (ii) such Lender changes its Lending Office, except in each case to the extent that, pursuant to Section 3.01(a) or (c)(i), amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its Lending Office, (c) Taxes attributable to such Recipient’s failure to comply with Section 3.01(e) and (d) any withholding Taxes imposed pursuant to FATCA.

“Extraordinary Receipt” means any cash received by or paid to or for the account of any Person not in the ordinary course of business that is proceeds of insurance (other than proceeds of business interruption insurance to the extent such proceeds constitute compensation for lost earnings), or condemnation awards (and payments in lieu thereof); provided, however, that an Extraordinary Receipt shall not include cash receipts to the extent that such proceeds, awards or payments (a) in respect of loss or damage to equipment, fixed assets or real property are applied (or used to reimburse expenditures were previously incurred) to replace or repair the equipment, fixed assets or real property in respect of which such proceeds were received in accordance with the terms of Section 2.04(b)(iv) or (b) are received by any Person in respect of any third party claim against such Person and applied to pay (or to reimburse such Person for its prior payment of) such claim and the costs and expenses of such Person with respect thereto.

“Facility” means the Revolving Credit Facility or Swingline Loan Facility, as the context may require.

“FASB ASC” means the Accounting Standards Codification of the Financial Accounting Standards Board.

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

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published for any day that is a Business Day, the average of the quotations for such day for such transactions received by the Administrative Agent from three major U.S. banking institutions of recognized standing selected by it.

“Fee Letter” means that certain fee letter, dated as of May 20, 2019, by and between the Structuring Advisor and the Borrower, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“FICO Score” means the consumer credit risk score published by Fair Isaac, Equifax, Inc., TransUnion LLC or Experian PLC, or in the event the foregoing cease to publish such a score, any other consumer credit risk score published by a national credit reporting agency as may be selected by the Borrower and reasonably acceptable to the Structuring Advisor.

“Final DIP Order” means, collectively, a final order of the Bankruptcy Court, in form and substance reasonably satisfactory to the Structuring Advisor and the Required Lenders, entered in the Cases pursuant to Section 364 of the Bankruptcy Code approving this Agreement and the other Loan Documents on a final basis, confirming the Interim DIP Order and authorizing (i) the Borrower to obtain credit as contemplated hereunder, (ii) the Loan Parties to incur (or guaranty) the Obligations and grant Liens under the Loan Documents and (iii) the Borrower to use cash collateral.

“Final Order Entry Date” means the date on which the Final DIP Order is entered on the docket of the Bankruptcy Court.

“Foreign Lender” means (a) if the Borrower is a U.S. Person, a Lender that is not a U.S. Person, and (b) if the Borrower is not a U.S. Person, a Lender that is resident or organized under the laws of a jurisdiction other than that in which the Borrower is resident for tax purposes. For purposes of this definition, the United States, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

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

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

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

“GAAP” means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are, subject to Section 1.03, applicable to the circumstances as of the date of determination, consistently applied.

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

“Grantors” means, collectively, (a) the Borrower, (b) the Guarantors and the Subsidiaries of the Borrower as are or may from time to time become grantors pursuant to Article XII, (c) with respect to the pledge of the equity interests of the Borrower set forth in Section 12.02, the Parent.

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

“Guarantee Agreement” means Article XI of this Agreement, and shall include any joinder agreement executed from time to time in connection therewith.

“Guaranteed Obligations” has the meaning specified in Section 11.01.

“Guarantors” means, collectively, the Subsidiaries of the Borrower that are or may from time to time become guarantors pursuant to Article XI. For the avoidance of doubt, the definition of Guarantors does not include (a) the Parent or (b) any foreign Subsidiary of the Borrower to the extent that the Borrower

and the Structuring Advisor and Required Lenders determine that any change to the U.S. tax laws after the Closing Date would result in materially adverse tax consequences to the Loan Parties taken as a whole.

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

“Holdback Debt” means the total amount due to Approved Alarm Dealers as deferred payments under Approved Alarm Purchase Agreements, less any reductions permitted under the terms of the Approved Alarm Purchase Agreements.

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

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

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

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers’ acceptances, bank guaranties, surety bonds and similar instruments;

(c) net obligations of such Person under any Swap Contract;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than (x) trade accounts payable in the ordinary course of business (excluding trade accounts payable in the ordinary course of business that are (i) past due by more than 90 days and (ii) greater than \$1,000,000 in the aggregate) and (y) payments under Approved Alarm Purchase Agreements) including agreements providing for indemnification, contribution, earnout, adjustment of purchase price, holdback (including Holdback Debt) or similar obligations, in each case, incurred or assumed in connection with acquisitions or dispositions permitted under this Agreement, including acquisitions of Monitoring Contracts;

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness in respect of Capitalized Leases and Synthetic Lease Obligations of such Person;

(g) all mandatory obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person, valued, in the case of a mandatorily redeemable preferred interest, at the greater of its liquidation preference plus accrued and unpaid dividends; and

(h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date.

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

“Indemnitees” has the meaning specified in Section 10.04(b).

“Information” has the meaning specified in Section 10.07.

“Initial DIP Budget” means the DIP Budget in effect on the Closing Date which is attached hereto as Annex B.

“Interest Payment Date” means, (a) as to any Eurodollar Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date of the Facility under which such Loan was made; and (b) as to any Base Rate Loan, the last Business Day of each month and the Maturity Date of the Facility under which such Loan was made.

“Interest Period” means, as to each Eurodollar Rate Loan, the period commencing on the date such Eurodollar Rate Loan is disbursed or converted to or continued as a Eurodollar Rate Loan and ending on the date one, two or three months thereafter, as selected by the Borrower in its Committed Loan Notice, or such other period that is twelve months or less requested by the Borrower and consented to by all the Lenders; provided that:

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

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

(c) no Interest Period shall extend beyond the Maturity Date of the Facility under which such Loan was made.

“Interim DIP Order” means an interim order of the Bankruptcy Court, substantially in the form attached hereto as Annex C (or in form and substance reasonably satisfactory to the Structuring Advisor and the Required Lenders), entered in the Cases pursuant to Section 364 of the Bankruptcy Code, approving this Agreement and the other Loan Documents on an interim basis and authorizing, among other things, (i) the Borrower to obtain credit as contemplated hereunder, (ii) the Loan Parties to incur (or guaranty) the Obligations and grant Liens under the Loan Documents, (iii) the Borrower to use cash collateral, (iv) the Cash Collateralization of the Pre-Petition Letters of Credit and (v) the payment in full, in cash of all “Revolving Credit Loans” (as defined under the Pre-Petition Loan Agreement).



“Interim Facility Maturity Date” means the date forty-five (45) days following the date of the entry of the Interim DIP Order.

“Interim Order Entry Date” means the date on which the Interim DIP Order is entered on the docket of the Bankruptcy Court.

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit or all or a substantial part of the business of, such Person. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

“IP Rights” has the meaning specified in Section 5.17.

“IRS” means the United States Internal Revenue Service.

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

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

“Issuing Fees” has the meaning specified in Section 2.03(h).

“Junior Claims” has the meaning specified in Section 11.11.

“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.

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

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

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

“L/C Issuer” means Encina Private Credit SPV, LLC in its capacity as issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder.

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

“Lender” has the meaning specified in the introductory paragraph hereto and, as the context requires, includes the Swingline Lender and its successors and assigns as permitted hereunder, each of which is referred to herein as a “Lender”.

“Lender Group” means those certain Lenders hereunder represented by the Lender Group Advisors.

“Lender Group Advisors” means (x) Jones Day, as legal counsel, (y) Evercore L.L.C., as financial advisor, and (z) any other financial advisor, auditor, attorney, accountant, appraiser, auditor, business valuation expert, environmental engineer or consultant, turnaround consultant, and other consultants, professionals and experts retained by the Lender Group.

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

“Letter of Credit” means any standby letter of credit issued hereunder.

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

“Letter of Credit Expiration Date” means the day that is seven days prior to the Maturity Date then in effect for the Revolving Credit Facility (or, if such day is not a Business Day, the next preceding Business Day).

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

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

“Letter of Credit Sublimit” means an amount equal to \$10,000,000. The Letter of Credit Sublimit is part of, and not in addition to, the Revolving Credit Facility.

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

“Line Cap” means, at any time of determination, the lesser of (a) the Revolving Credit Facility and (b) the Borrowing Base at such time.

“Liquidity” means, at any time, an aggregate amount equal to the sum of (a) the aggregate Revolving Credit Commitments *minus* the Total Revolving Credit Outstandings at such time *plus* (b) Qualified Cash at such time.

“Loan” means an extension of credit by a Lender to the Borrower under Article II in the form of a Revolving Credit Loan or Swingline Loan.

“Loan Documents” means, collectively, (a) this Agreement, (b) [reserved], (c) each Issuer Document, (d) any agreement creating or perfecting rights in Cash Collateral pursuant to the provisions of Section 2.13 of this Agreement, (e) any subordination agreement entered into between the Administrative Agent and any provider of subordinated Indebtedness to the Borrower or any Subsidiary thereof, (f) the DIP Orders, (g) the Pledge Agreement, (h) the Fee Letter, (i) the Agent Fee Letter and (j) all other agreements, instruments, certificates and documents, to which the Borrower or another Loan Party is a party, from time to time delivered in connection herewith and to the extent designated as a “Loan Document” therein, in each case, as any or all of the foregoing may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

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

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

“Material Adverse Effect” means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), or financial condition of the Borrower and its Subsidiaries taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent or any Lender under any Loan Document, or of the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a party. Notwithstanding the foregoing, in no event shall any Material Adverse Effect be deemed to exist as a result of the commencement of the Cases or the circumstances and events leading up thereto to the extent that such event(s) would reasonably be expected to result therefrom.

“Material Contract” means, with respect to any Person, each contract to which such Person is a party involving aggregate consideration payable to or by such Person of \$1,000,000 or more in any year or otherwise material to the business, condition (financial or otherwise), operations, performance, properties or prospects of such Person.

“Maturity Date” means the earliest of (a) the Interim Facility Maturity Date, if the Final DIP Order has not been entered by the Bankruptcy Court on or prior to such date, (b) the date that is 12 months after the Petition Date, (c) the effective date with respect to any Plan of Reorganization, (d) the filing of a motion by the Loan Parties seeking dismissal of any Cases, the dismissal of any of the Cases, the filing of a motion by the Loan Parties seeking to convert any of the Cases to a case under Chapter 7 of the Bankruptcy Code or the conversion of any of the Cases to a case under Chapter 7 of the Bankruptcy Code, (e) the date a sale of all or substantially all of the Loan Parties’ assets is consummated under Section 363 of the Bankruptcy Code, (f) the acceleration of the Obligations under the Facilities following the occurrence of an Event of Default under the Loan Documents, and (g) the appointment of a Chapter 11 trustee.

“Merger” has the meaning specified in the Restructuring Support Agreement.

“Milestones” means each of the milestones set forth in Annex A.

“Minimum Collateral Amount” means, at any time, (i) with respect to Cash Collateral consisting of cash or deposit account balances provided to reduce or eliminate Fronting Exposure during the existence of a Defaulting Lender, an amount equal to 103% of the Fronting Exposure of the L/C Issuer with respect to Letters of Credit issued and outstanding at such time, and (ii) with respect to Cash Collateral consisting of cash or deposit account balances provided in accordance with the provisions of Section 2.13(a)(i), (a)(ii) or (a)(iii), an amount equal to 103% of the Outstanding Amount of all L/C Obligations.

“Monitoring Contract” means a contract for providing central station monitoring and/or similar services for security alarm and/or similar equipment or devices to residential or commercial customers and including all recurring monthly revenue from maintenance, service and warranty contracts with customers who are party to such monitoring contracts, but excluding all contracts providing for guard, patrol or response services. All “Monitoring Contracts” shall be duly executed written contracts, including usual and customary provisions for the security alarm industry (including, without limitation, that they shall be freely assignable and contain standard industry limits of liability), except that 2% of the Monitoring Contracts (measured by RMR) may be oral; provided that they are covered by the Loan Parties’ errors and omissions insurance.

“Monitoring Contract Documents” means each original Monitoring Contract and any promissory notes, chattel paper, purchase money security agreements or security agreements evidencing or securing a customer’s performance of a Monitoring Contract or evidencing or securing financing for the installation of an Alarm System executed by customers in connection with any Monitoring Contract, together with, if applicable, all such original documents, instruments and agreements effecting an assignment of such documents of customers acquired by a Loan Party, to such Loan Party.

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

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

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

“Net Cash Proceeds” means:

(a) with respect to any Disposition by any Loan Party or any of its Subsidiaries, or any Extraordinary Receipt received or paid to the account of any Loan Party or any of its Subsidiaries, the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (ii) the sum of (A) the principal amount of any Indebtedness that is secured by the applicable asset and that is required to be repaid in connection with such transaction (other than Indebtedness under the Loan Documents), (B) the reasonable and customary out-of-pocket expenses incurred by such Loan Party or such Subsidiary in connection with such transaction and (C) income taxes reasonably estimated to be actually payable within two years of the date of the relevant transaction as a result of any gain recognized in connection therewith; provided that, if the amount of any estimated taxes pursuant to subclause (C) exceeds the amount of taxes actually required to be paid in cash in respect of such Disposition, the aggregate amount of such excess shall constitute Net Cash Proceeds; and

(b) with respect to the incurrence or issuance of any Indebtedness by any Loan Party or any of its Subsidiaries, the excess of (i) the sum of the cash and Cash Equivalents received in connection with such transaction over (ii) the underwriting discounts and commissions, and other reasonable and customary out-of-pocket expenses, incurred by such Loan Party or such Subsidiary in connection therewith.

“Non-Consenting Lender” means any Lender that does not approve any consent, waiver or amendment that (i) requires the approval of all Lenders or all affected Lenders in accordance with the terms of Section 10.01 and (ii) has been approved by the Required Lenders.

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

“Note” means any promissory note evidencing any Loan and shall include a Revolving Credit Note or Swingline Loan Note.

“Notice of Default” means any written notice delivered by the Administrative Agent or the Required Lenders of a failure by the Borrower or any other Loan Party to perform or observe any applicable term, covenant or agreement under this Agreement or any other Loan Document, which such notice shall be identified as a “notice of default” and shall reference the clause of Section 8.01 to which it relates.

“Notice of Loan Prepayment” means a notice of prepayment with respect to a Loan, which shall be substantially in the form of Exhibit H to this Agreement or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower.

“NPL” means the National Priorities List under CERCLA.

“Obligations” means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit, in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party in any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed or allowable claims in such proceeding.

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

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

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

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 10.13).

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

“Parent” means Ascent Capital Group, Inc., a Delaware corporation.

“Participant” has the meaning specified in Section 10.06(d).

“Participant Register” has the meaning specified in Section 10.06(d).

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

“PBGC” means the Pension Benefit Guaranty Corporation.

“Pension Act” means the Pension Protection Act of 2006.

“Pension Funding Rules” means the rules of the Code and ERISA regarding minimum required contributions (including any installment payment thereof) to Pension Plans and set forth in, with respect to plan years ending prior to the effective date of the Pension Act, Section 412 of the Code and Section 302 of ERISA, each as in effect prior to the Pension Act and, thereafter, Section 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA.

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

“Permitted Acquisition” has the meaning specified in Section 7.03(g).

“Permitted Holders” means any one or more of the following: (a) Parent and (b) any Permitted Management Holder; provided that Permitted Management Holders shall not be Permitted Holders in connection with a “going private” transaction within the meaning of Rule 13e-3 of the Exchange Act.

“Permitted Management Holder” means (a) an executive officer or director of Parent; (b) spouses, siblings and lineal descendants (including adoptees) of the Persons described in clause (a); (c) any trusts or private foundations created for the benefit of, or controlled by, any of the Persons described in clauses (a), (b) or (d) or any trusts or private foundations created for the benefit of any such trust or private foundation; or (d) in the event of the incompetence or death of any of the Persons described in clauses (a) and (b), such Person’s estate, executor, administrator, committee or other personal representative or similar fiduciary or beneficiaries, heirs, devisees or distributees, in each case, who at any particular date shall beneficially own (as defined in clause (a) or (b), as applicable, of the definition of “Change of Control” set forth above) Equity Interests of the Borrower or Parent.

“Permitted Portfolio Purchase” has the meaning specified in Section 7.03(h)(i).

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

“Petition Date” has the meaning specified in the recitals hereto.

“Petitions” means the voluntary petitions for relief under Chapter 11 of the Bankruptcy Code filed by the Loan Parties with the Bankruptcy Court.

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

“Plan Documentation” has the meaning specified in Section 4.01(g).

“Plan of Reorganization” means a Chapter 11 plan of reorganization submitted by the Loan Parties, or any of the Loan Parties, to the Bankruptcy Court in connection with the Cases, or any Case, as applicable, and as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Platform” has the meaning specified in Section 6.02.

“Pledge Agreement” means the Pledge Agreement, dated as of the date hereof, by Parent in favor of Administrative Agent for its benefit and the benefit of the other Secured Parties, substantially in the form of Exhibit G.

“Pledged Debt” means the promissory notes and any instruments evidencing Indebtedness owned by any Loan Party and pledged in favor of the Administrative Agent to secure the Obligations pursuant to Article XII hereof.

“Pledged Equity” has the meaning specified in Section 12.02.

“Pledged Equity Collateral” has the meaning specified in Section 12.02.

“Pre-Petition Agent” means Cortland Capital Market Services LLC in its capacity as administrative agent and collateral agent for the Pre-Petition Secured Parties under the Pre-Petition Loan Agreement.

“Pre-Petition Collateral” means any and all “Collateral” (as defined under the Pre-Petition Loan Agreement) that any Loan Party or the Parent has pledged, or purported to have pledged, to secure the Pre-Petition Indebtedness.

“Pre-Petition Indebtedness” means the Obligations (as defined in the Pre-Petition Loan Agreement).

“Pre-Petition Lenders” means the “Lenders” under and as defined in the Pre-Petition Loan Agreement, in their capacities as the lenders of the Term B-2 Loans (as defined in the Pre-Petition Loan Agreement) under the Pre-Petition Loan Agreement.

“Pre-Petition Letters of Credit” means the letters of credit issued by the L/C Issuers (as defined in the Pre-Petition Loan Agreement) under the Pre-Petition Loan Agreement.

“Pre-Petition Loan Agreement” means that certain Amended and Restated Credit Agreement, dated as of March 23, 2012, among the Borrower, the Pre-Petition Lenders and the Pre-Petition Agent, as the same has been amended, restated, supplemented or otherwise modified on or before the date hereof, as in effect as of such date.

“Pre-Petition Loan Documents” means the Pre-Petition Loan Agreement and the “Loan Documents” under and as defined in the Pre-Petition Loan Agreement as in effect as of the date hereof, as such Pre-Petition Loan Documents have been amended, restated, supplemented or otherwise modified on or before the date hereof.

“Pre-Petition Priority Liens” means the perfected and unavoidable Liens on the assets of any Loan Party validly existing immediately prior to the Petition Date which are not primed by the DIP Liens under the DIP Orders and expressly indicated as “Pre-Petition Priority Liens” on Schedule 5.08(b) hereto.

“Pre-Petition Revolving Credit Lenders” means the “Revolving Credit Lenders” as defined in the Pre-Petition Loan Agreement.

“Pre-Petition Revolving Facility” means the revolving credit facility extended by the Pre-Petition Revolving Credit Lenders to the Borrower under the Pre-Petition Loan Agreement.

“Pre-Petition Secured Parties” means the “Secured Parties” as defined in the Pre-Petition Loan Agreement.

“Prime Rate” means the rate of interest per annum which is identified as the “Prime Rate” and normally published in the Money Rates section of The Wall Street Journal (or, if such rate ceases to be so published, as quoted from such other generally available and recognizable source as the Administrative Agent may select); each change in the Prime Rate shall be effective from and including the date such change is announced as being effective.

“Professional Fees” means all accrued and unpaid claims for fees and expense reimbursements of Professional Persons retained by the Loan Parties.

“Professional Person” means a Person who is an attorney, accountant, appraiser, auctioneer or financial advisor or other professional person who is retained with approval of the Bankruptcy Court by any Loan Party pursuant to Section 327, 328 or 363 of the Bankruptcy Code or by any committee pursuant to Section 1103 of the Bankruptcy Code.

“Public Lender” has the meaning specified in Section 6.02.

“Purchased RMR” means any RMR associated with Monitoring Contracts purchased from a third party.



“Qualified Cash” means the amount of unrestricted cash and Cash Equivalents of the Loan Parties that is in Controlled Accounts and is maintained by a branch office of the bank or securities intermediary located within the United States.

“Quarterly Lender Call Date” has the meaning specified in Section 6.22.

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

“Recurring Monthly Revenue” or “RMR” means an amount equal to the gross recurring monthly revenue of the Loan Parties that is billed to customers on a monthly basis (regardless of whether any particular customer is billed monthly, quarterly, annually or otherwise) arising from Monitoring Contracts and agreements to provide wholesale monitoring services, but net of any monthly discounts afforded the customer (e.g. for prepayment or for paying by ACH or EFT) other than service credits granted from time to time in the ordinary course of the Loan Parties’ businesses.

“Register” has the meaning specified in Section 10.06(c).

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

“Reportable Event” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

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

“Required Lenders” means, as of any date of determination, Lenders holding more than 50% of the sum of the (a) Total Revolving Credit Outstandings (with the aggregate amount of each Revolving Credit Lender’s risk participation and funded participation in L/C Obligations and Swingline Loans being deemed “held” by such Revolving Credit Lender for purposes of this definition) and (b) aggregate unused Revolving Credit Commitments; provided that the unused Revolving Credit Commitment of, and the portion of the Total Revolving Credit Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

“Responsible Officer” means the chief executive officer, president, vice presidents, executive vice presidents, chief financial officer, treasurer, assistant treasurer or controller of a Loan Party, and (a) solely for purposes of notices given pursuant to Article II, any other officer or employee of the applicable Loan Party so designated by any of the foregoing officers in a notice to the Administrative Agent and (b) solely for purposes of the delivery of incumbency certificates pursuant to Section 4.01, the secretary or any assistant secretary of a Loan Party, and any other officer of the applicable Loan Party so designated by any of the foregoing officers in a notice to the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“Restricted Payment” means, with respect to any Person, any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other Equity Interest of

such Person or any of its Subsidiaries, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such capital stock or other Equity Interest, or on account of any return of capital to such Person's stockholders, partners or members (or the equivalent of any thereof), or on account of any option, warrant or other right to acquire any such dividend or other distribution or payment.

"Restructuring Support Agreement" means that certain Restructuring Support Agreement, dated as of May 20, 2019 (as may be amended, restated, supplement or otherwise modified in accordance with the terms thereof), among the Borrower and its direct and indirect domestic subsidiaries party from time to time thereto, the Consenting Noteholders (as defined therein), the Consenting Term Lenders (as defined therein), Parent and any Permitted Transferees (as defined therein).

"Revolving Credit Borrowing" means a borrowing consisting of simultaneous Revolving Credit Loans of the same Type and, in the case of Eurodollar Rate Loans, having the same Interest Period made by each of the Revolving Credit Lenders pursuant to Section 2.01(b).

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

"Revolving Credit Exposure" means, as to any Revolving Credit Lender at any time, the Outstanding Amount at such time of its Revolving Credit Loans and the sum of such Revolving Credit Lender's Applicable Revolving Credit Percentage of the Outstanding Amount of (x) all L/C Obligations and (y) all Swingline Loans at such time.

"Revolving Credit Facility" means, at any time, the aggregate amount of the Revolving Credit Lenders' Revolving Credit Commitments at such time.

"Revolving Credit Lender" means, at any time, any Lender that has a Revolving Credit Commitment at such time.

"Revolving Credit Loan" has the meaning specified in Section 2.01(b).

"Revolving Credit Note" means a promissory note made by the Borrower payable to a Revolving Credit Lender and its registered assigns evidencing Revolving Credit Loans made by such Revolving Credit Lender, substantially in the form of Exhibit B-1 to this Agreement.

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

"Safe Harbor Provisions" means sections 546(e) and (g), 555, 556, 559, 560, 561 and 562 of the Bankruptcy Code.

"Sanctioned Person" means a person that is (i) the subject of Sanctions; (ii) located in, resident of, or organized under the laws of a country or territory which is the subject of country- or —territory-wide

Sanctions (including without limitation, as of the date of this Agreement, Cuba, Iran, Syria, North Korea, and Crimea); or (iii) majority-owned or -controlled by any of the foregoing

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

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

“Secured Parties” means, collectively, the Administrative Agent, the Lenders, the L/C Issuer, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05, and the other Persons the Obligations owing to which are or are purported to be secured by the Collateral under the terms hereof or under the DIP Orders.

“Senior Unsecured Note Documents” means the Senior Unsecured Note Indenture, the Senior Unsecured Notes and all other documents executed and delivered with respect to the Senior Unsecured Notes or Senior Unsecured Note Indenture, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Senior Unsecured Note Indenture” means the Indenture dated as of March 23, 2012 among the Borrower and the other parties thereto, as amended, restated, amended and restated, supplemented or otherwise modified on or before the date hereof.

“Senior Unsecured Notes” means the Borrower’s 9.125% Senior Notes due 2020, issued pursuant to the Senior Unsecured Note Indenture, as amended, restated, amended and restated, supplemented or otherwise modified as of the date hereof.

“Specified Assignments” has the meaning set forth in Section 10.06(b)(iii)(A).

“Structuring Advisor” means KKR Credit Advisors (US) LLC, in its capacity as structuring advisor.

“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of the Borrower.

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

conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”), including any such obligations or liabilities under any Master Agreement.

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

“SWIFT” has the meaning specified in Section 2.03(f).

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

“Swingline Lender” means Encina Private Credit SPV, LLC or any successor swingline lender selected by the Structuring Advisor and reasonably acceptable to the Borrower.

“Swingline Loan Commitment” means, as to the Swingline Lender, its obligation to make Swingline Loans to the Borrower pursuant to Section 2.01(c), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01 under the caption “Swingline Loan Commitment” or opposite such caption in the Assignment and Assumption pursuant to which such Swingline Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

“Swingline Loan” has the meaning set forth in Section 2.01(c)(i).

“Swingline Loan Facility” means, at any time, the aggregate amount of the Swingline Lender’s Swingline Loan Commitment at such time. For the avoidance of doubt, the Swingline Loan Facility is part of, and not in addition to, the Revolving Credit Facility.

“Swingline Loan Limit” means, at any time, the smaller of the following amounts: (i) \$10,000,000, and (ii) the aggregate Revolving Credit Commitments minus the sum of the Outstanding Amount of Revolving Credit Loans, Swingline Loans and L/C Obligations; provided that, in each case, the Swingline Loan Limit shall be reduced by any Defaulting Lender’s Applicable Percentage of the Swingline Loan Commitment which cannot be reallocated pursuant to Section 2.14.

“Swingline Loan Note” means a promissory note made by the Borrower payable to the Swingline Lender or its registered assigns evidencing the Swingline Loan made by the Swingline Lender, substantially in the form of Exhibit B-2 to this Agreement.

“Synthetic Lease Obligation” means the monetary obligation of a Person other than an operating lease under (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

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

“Total Credit Exposure” means, as to any Lender at any time, the unused Revolving Credit Commitments and Revolving Credit Exposure of such Lender at such time.

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

“Transaction” means the extension of the priming, superpriority debtor-in-possession secured credit facility by the Lenders to the Borrower.

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

“UCC” means the Uniform Commercial Code as in effect in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “UCC” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

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

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

“United States Trustee” means the United States Trustee appointed under Title 28 Section 586(a)(3) of the Bankruptcy Code to supervise the administration of the Cases.

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

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

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

“Voting Interests” means, with respect to any Person, securities of any class or classes of Equity Interests in such Person entitling the holders thereof generally to vote on the election of members of the Board of Directors or comparable body of such Person.

“Write-Down and Conversion Powers” means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “hereto,” “herein,” “hereof” and “hereunder,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

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

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

#### 1.03 Accounting Terms.

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Borrower and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded.

(b) Changes in GAAP. If at any time any change in GAAP (including the adoption of IFRS) would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and

after giving effect to such change in GAAP. Without limiting the foregoing, leases shall continue to be classified and accounted for and revenue shall continue to be recognized on a basis consistent with GAAP as was in effect on September 30, 2016 for all purposes of this Agreement, notwithstanding any change in GAAP after such date relating thereto, including any Accounting Standards Updates relating to Revenue Recognition (Topic 605), Revenue from Contracts with Customers (Topic 606) or Leases (Topic 842) unless the parties hereto shall enter into a mutually acceptable amendment addressing such changes, as provided for above.

(c) Consolidation of Variable Interest Entities. All references herein to consolidated financial statements of the Borrower and its Subsidiaries or to the determination of any amount for the Borrower and its Subsidiaries on a consolidated basis or any similar reference shall, in each case, be deemed to include each variable interest entity that the Borrower is required to consolidate pursuant to FASB ASC 810 as if such variable interest entity were a Subsidiary as defined herein.

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

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

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

1.07 Currency Equivalents Generally. Any amount specified in this Agreement (other than in Articles II, IX and X) 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 1.07, 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.

1.08 [Reserved].

1.09 Cashless Rolls. Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, any Lender may exchange, continue or roll over all or a portion of its Loans in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by the Borrower, the Administrative Agent and such Lender, including pursuant to any order of the Bankruptcy Court.

**ARTICLE II**  
**THE COMMITMENTS AND CREDIT EXTENSIONS**

2.01 The Loans.

(a) [Reserved].

(b) The Revolving Credit Borrowings. Subject to the terms and conditions set forth herein or in any DIP Order, each Revolving Credit Lender severally agrees to make loans (each such loan, a "Revolving Credit Loan") to the Borrower from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the amount of such Lender's Revolving Credit Commitment; provided, however, that after giving effect to any Revolving Credit Borrowing, (i) the Total Revolving Credit Outstandings shall not exceed the Line Cap, and (ii) the Revolving Credit Exposure of any Revolving Credit Lender shall not exceed such Revolving Credit Lender's Revolving Credit Commitment. Within the limits of each Revolving Credit Lender's Revolving Credit Commitment, and subject to the other terms and conditions hereof and in any DIP Order, the Borrower may borrow under this Section 2.01(b), prepay under Section 2.04, and reborrow under this Section 2.01(b). Revolving Credit Loans may be Base Rate Loans or Eurodollar Rate Loans, as further provided herein.

(c) Swingline Loan.

(i) On the terms and subject to the conditions set forth in Section 4.02, the Swingline Lender agrees to make advances to Borrower from time to time, on any Business Day from and including the Closing Date until the Maturity Date (each such advance, a "Swingline Loan") requested by Borrower hereunder; provided that the Outstanding Amount of Swingline Loans shall at no time exceed the Swingline Loan Limit. If at any time the Outstanding Amount of Swingline Loans exceeds the Swingline Loan Limit, then, on the next succeeding Business Day, the Borrower shall repay Swingline Loans in an aggregate amount equal to such excess. Each Swingline Loan shall be a Base Rate Loan, and shall be advanced by the Swingline Lender in the same manner as Revolving Credit Loans are advanced hereunder, in accordance with the provisions of Section 2.01(b); provided that the Borrower may deliver the Committed Loan Notice with respect to any Swingline Loan to the Administrative Agent and the Swingline Lender not later than 11:00 a.m. (New York City time) on the requested borrowing date (which shall be a Business Day). The Swingline Lender shall give the Administrative Agent prompt notice of each Swingline Loan advanced by the Swingline Lender. In the event that on any Business Day the Swingline Lender desires that all or any portion of the outstanding Swingline Loans should be reduced, in whole or in part, the Swingline Lender shall notify the Administrative Agent to that effect and indicate the portion of the Swingline Loan to be so reduced. The Administrative Agent agrees to transmit to the Revolving Credit Lenders the information contained in each notice received by the Administrative Agent from the Swingline Lender regarding the reduction of outstanding Swingline Loans and shall concurrently notify such Lenders of the amount of each such Lender's Revolving Credit Loan necessary to repay outstanding Swingline Loans (or the applicable portion thereof).

(ii) Each of the Revolving Credit Lenders hereby unconditionally and irrevocably agrees to fund to the Administrative Agent's Account, for the benefit of the Swingline Lender, not later than noon (New York City time) on the Business Day immediately following the Business Day of such Lender's receipt of such notice from the Administrative Agent (provided that if any Revolving Credit Lender shall receive such notice at or prior to 10:00 a.m. (New York City time) on a Business Day, such funding shall be made by such Lender on such Business Day), such



Lender's Applicable Revolving Credit Percentage of a Revolving Credit Loan (which Revolving Credit Loan shall be a Base Rate Loan and shall be deemed to be requested by Borrower) in the principal amount of such portion of the Swingline Loan which is required to be paid to the Swingline Lender under this Section 2.01(c) (regardless of whether the conditions precedent thereto set forth in Section 4.02 are then satisfied, including without limitation, the existence of any Default or Event of Default either before or after giving effect to the making of such Swingline Loan, but subject to the other provisions of this Section 2.01(c) (other than any Default or Event of Default of which the Swingline Lender has actual knowledge which has not been waived by the Revolving Credit Lenders under Section 10.01)). The proceeds of any such Revolving Credit Loans shall be immediately paid over to the Administrative Agent for the benefit of the Swingline Lender for application against then outstanding Swingline Loans. For purposes of this clause (ii), the Swingline Lender shall be conclusively entitled to assume that, at the time of the advance of any Swingline Loan, each Revolving Credit Lender will fund its pro rata share of the Revolving Credit Loans provided for in this clause (ii).

(iii) In the event that, at any time any Swingline Loans are outstanding, an Event of Default has occurred and is continuing, then, each of the Revolving Credit Lenders shall be deemed to have irrevocably and immediately purchased and received from Swingline Lender, without recourse or warranty, an undivided interest and participation in the Swingline Loan in an amount equal to such Lender's Applicable Revolving Credit Percentage of the Outstanding Amount of the Swingline Loans. Any purchase obligation arising pursuant to the immediately preceding sentence shall be absolute and unconditional and shall not be affected by any circumstances whatsoever. In the event that on any Business Day the Swingline Lender desires to effect settlement of any such purchase, Swingline Lender shall promptly notify Administrative Agent to that effect and indicate the payment amounts required by each Lender to effect such settlement. The Administrative Agent agrees to transmit to the Revolving Credit Lenders the information contained in each notice received by the Administrative Agent from the Swingline Lender and shall concurrently notify such Lenders of each such Lender's Applicable Revolving Credit Percentage of the required payment settlement amount. Each such Lender shall effect such settlement upon receipt of any such notice by transferring to the Administrative Agent's Account not later than noon (New York City time) on the Business Day immediately following the Business Day of receipt of such notice (provided that, if any such Lender shall receive such notice at or prior to 10:00 a.m. (New York City time) on a Business Day, such funding shall be made by such Lender on such Business Day), an amount equal to such Lender's Applicable Revolving Credit Percentage in the Swingline Loan.

(iv) In the event any Revolving Credit Lender fails to make available to Swingline Lender when due the amount of such Lender's Applicable Revolving Credit Percentage in the Swingline Loans, Swingline Lender shall be entitled to recover such amount on demand from such Lender together with interest at the Federal Funds Rate, for the first three (3) days following the due date, and thereafter at the Base Rate plus the Applicable Rate in respect of Base Rate Loans. Any Lender's failure to make any payment requested under this Section 2.01(c) shall not relieve any other Lender of its obligations hereunder, but no Lender shall be responsible for the failure of any other Lender to make available to Swingline Lender such other Lender's required payment hereunder. The obligations of the Lenders under this Section 2.01(c) shall be deemed to be binding upon Administrative Agent, Swingline Lender and Lenders notwithstanding the occurrence of any Default or Event of Default, or any insolvency or bankruptcy proceeding pertaining to any Borrower or any other Loan Party.

## 2.02 Borrowings, Conversions and Continuations of Loans.

(a) Each Borrowing, each conversion of Revolving Credit Loans from one Type to the other, and each continuation of Eurodollar Rate Loans shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which, for the avoidance of doubt, may be provided by electronic mail or facsimile in accordance with Section 10.02. Each such notice must be received by the Administrative Agent not later than 1:00 p.m. (i) three Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Eurodollar Rate Loans or of any conversion of Eurodollar Rate Loans to Base Rate Loans, and (ii) in the case of Base Rate Loans (including Swingline Loans), on the requested date of any Borrowing of Base Rate Loans; provided, however, that if the Borrower wishes to request Eurodollar Rate Loans having an Interest Period other than one, two or three months in duration as provided in the definition of "Interest Period," the applicable notice must be received by the Administrative Agent not later than 1:00 p.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; provided, further, that, with respect to a Borrowing on the Closing Date, such notice may be received by the Administrative Agent not later than 1:00 p.m. two Business Days prior to the Closing Date or such later time as the Administrative Agent may agree. Not later than 1:00 p.m., three Business Days before the requested date of such Borrowing, conversion or continuation, the Administrative Agent shall notify the Borrower in writing as to whether or not the requested Interest Period has been consented to by all the Lenders.

Each Borrowing of, conversion to or continuation of Eurodollar Rate Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof. Except as provided in Section 2.03(c), each Borrowing of or conversion to Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof. Each Committed Loan Notice (which shall be in writing) shall specify (i) whether the Borrower is requesting a Revolving Credit Borrowing, a conversion of Revolving Credit Loans from one Type to the other, or a continuation of Eurodollar Rate Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Revolving Credit Loans are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Loan in a Committed Loan Notice or if the Borrower fails to give a timely notice requesting a conversion or continuation, then the Revolving Credit Loans shall be made as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Eurodollar Rate Loans. If the Borrower requests a Borrowing of, conversion to, or continuation of Eurodollar Rate Loans in any such Committed Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Revolving Credit Percentage of the Revolving Credit Loans, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans described in Section 2.02(a). In the case of a Revolving Credit Borrowing, each Appropriate Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Account not later than noon on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent by wire transfer of such funds, in each case in accordance with instructions provided to the Administrative Agent by the Borrower; provided, however, that if, on the date a Committed Loan Notice with respect to a Revolving Credit Borrowing is given by the Borrower, there are Swingline Loans or L/C Borrowings outstanding, then the proceeds of such Revolving Credit Borrowing, first, shall be applied to the payment in full of any

such L/C Borrowings, second, to the payment in full of any such Swingline Loans, and third, shall be made available to the Borrower as provided above.

(c) Except as otherwise provided herein, a Eurodollar Rate Loan may be continued or converted only on the last day of an Interest Period for such Eurodollar Rate Loan. During the existence of an Event of Default, no Loans may be requested as, converted to or continued as Eurodollar Rate Loans without the consent of the Required Lenders.

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

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

## 2.03 Letters of Credit

### (a) The Letter of Credit Commitment

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

(ii) The L/C Issuer shall not issue any Letter of Credit if:

(A) the expiry date of the requested Letter of Credit would occur more than twelve months after the date of issuance; or

(B) the expiry date of the requested Letter of Credit would occur after the Letter of Credit Expiration Date *provided* that, notwithstanding anything herein to the contrary, the Borrower and the L/C Issuer may, without the approval or consent of any other party,

agree to backstop, cash collateralize or extend the maturity of a Letter of Credit the expiry date of which might occur after the Letter of Credit Expiration Date, including by allowing such Letter of Credit to automatically renew in accordance with its terms and subject to such agreement.

(iii) The L/C Issuer shall not be under any obligation to issue any Letter of Credit if:

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

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

(C) except as otherwise agreed by the Administrative Agent and the L/C Issuer, the Letter of Credit is in an initial stated amount less than \$100,000;

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

(E) such Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder; or

(F) any Lender is at that time a Defaulting Lender, unless the L/C Issuer has entered into arrangements, including the delivery of Cash Collateral, satisfactory to the L/C Issuer (in its sole discretion) with the Borrower or such Lender to eliminate the L/C Issuer's actual or potential Fronting Exposure (after giving effect to Section 2.14(a)(iv)) with respect to the Defaulting Lender arising from either the Letter of Credit then proposed to be issued or that Letter of Credit and all other L/C Obligations as to which the L/C Issuer has actual or potential Fronting Exposure, as it may elect in its sole discretion.

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

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

L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to the L/C Issuer.

(b) Procedures for Issuance and Amendment of Letters of Credit

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Borrower delivered to the L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Borrower. Such Letter of Credit Application may be sent by facsimile, by United States mail, by overnight courier, by electronic transmission using the system provided by the L/C Issuer, by personal delivery or by any other means acceptable to the L/C Issuer. Such Letter of Credit Application must be received by the L/C Issuer and the Administrative Agent not later than noon at least five (5) Business Days (or such later date and time as the Administrative Agent and the L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; (G) the purpose and nature of the requested Letter of Credit; and (H) such other matters as the L/C Issuer may require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer (1) the Letter of Credit to be amended; (2) the proposed date of amendment thereof (which shall be a Business Day); (3) the nature of the proposed amendment; and (4) such other matters as the L/C Issuer may require. Additionally, the Borrower shall furnish to the L/C Issuer and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as the L/C Issuer or the Administrative Agent may require.

(ii) Promptly after receipt of any Letter of Credit Application, the L/C Issuer will confirm (in writing) with the Administrative Agent that the Administrative Agent has received a copy of such Letter of Credit Application from the Borrower and, if not, the L/C Issuer will provide the Administrative Agent with a copy thereof. Unless the L/C Issuer has received written notice from any Revolving Credit Lender, the Administrative Agent or any Loan Party, at least one Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in Article IV shall not then be satisfied, then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the Borrower (or the applicable Subsidiary) or enter into the applicable amendment, as the case may be, in each case in accordance with the L/C Issuer's usual and customary business practices. Immediately upon the issuance of each Letter of Credit, each Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Revolving Credit Lender's Applicable Revolving Credit Percentage times the amount of such Letter of Credit.

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

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the L/C Issuer shall notify the Borrower and the Administrative Agent thereof. Not later than noon on the Business Day following any payment by the L/C Issuer under a Letter of Credit (each such date, an "Honor Date"), the Borrower shall reimburse the L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing. If the Borrower fails to so reimburse the L/C Issuer by such time, the Administrative Agent shall promptly notify each Revolving Credit Lender of the Honor Date, the amount of the unreimbursed drawing (the "Unreimbursed Amount"), and the amount of such Revolving Credit Lender's Applicable Revolving Credit Percentage thereof. In such event, the Borrower shall be deemed to have requested a Revolving Credit Borrowing of Base Rate Loans to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Base Rate Loans, but subject to the amount of the unutilized portion of the Revolving Credit Commitments and the conditions set forth in Section 4.02 (other than the delivery of a Committed Loan Notice). Any notice given by the L/C Issuer or the Administrative Agent pursuant to this Section 2.03(c)(i) must be in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

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

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Revolving Credit Borrowing of Base Rate Loans because the conditions set forth in Section 4.02 cannot be satisfied or for any other reason, the Borrower shall be deemed to have incurred from the L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each Revolving Credit Lender's payment to the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.03(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.03.

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

(v) Each Revolving Credit Lender's obligation to make Revolving Credit Loans or L/C Advances to reimburse the L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.03(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the L/C Issuer, the Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence,

event or condition, whether or not similar to any of the foregoing; provided, however, that each Revolving Credit Lender's obligation to make Revolving Credit Loans pursuant to this Section 2.03(c) is subject to the conditions set forth in Section 4.02 (other than delivery by the Borrower of a Committed Loan Notice). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrower to reimburse the L/C Issuer for the amount of any payment made by the L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Revolving Credit Lender fails to make available to the Administrative Agent for the account of the L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.03(c) by the time specified in Section 2.03(c)(ii), then, without limiting the other provisions of this Agreement, the L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the L/C Issuer at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by the L/C Issuer in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the L/C Issuer in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Loan included in the relevant Borrowing or L/C Advance in respect of the relevant L/C Borrowing, as the case may be. A certificate of the L/C Issuer submitted to any Revolving Credit Lender (through the Administrative Agent) with respect to any amounts owing under this Section 2.03(c)(vi) shall be conclusive absent manifest error.

(d) Repayment of Participations.

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

(ii) If any payment received by the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.03(c)(i) is required to be returned under any of the circumstances described in Section 10.05 (including pursuant to any settlement entered into by the L/C Issuer in its discretion), each Revolving Credit Lender shall pay to the Administrative Agent for the account of the L/C Issuer its Applicable Revolving Credit Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

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

- (i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document;
- (ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;
- (iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;
- (iv) waiver by the L/C Issuer of any requirement that exists for the L/C Issuer's protection and not the protection of the Borrower or any waiver by the L/C Issuer which does not in fact materially prejudice the Borrower;
- (v) honor of a demand for payment presented electronically even if such Letter of Credit requires that demand be in the form of a draft;
- (vi) any payment made by the L/C Issuer in respect of an otherwise complying item presented after the date specified as the expiration date of, or the date by which documents must be received under such Letter of Credit if presentation after such date is authorized by the UCC, the ISP or the UCP, as applicable;
- (vii) any payment by the L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law; or
- (viii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or any of its Subsidiaries.

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

(f) Role of L/C Issuer. Each Lender and the Borrower agree that, in paying any drawing under a Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuer, the Administrative Agent, any of their



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

(g) Applicability of ISP and UCP; Limitation of Liability. Unless otherwise expressly agreed by the L/C Issuer and the Borrower when a Letter of Credit is issued, (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of UCP shall apply to each commercial Letter of Credit. Notwithstanding the foregoing, the L/C Issuer shall not be responsible to the Borrower for, and the L/C Issuer's rights and remedies against the Borrower shall not be impaired by, any action or inaction of the L/C Issuer required under any law, order, or practice that is required to be applied to any Letter of Credit or this Agreement, including the Law or any order of a jurisdiction where the L/C Issuer or the beneficiary is located, the practice stated in the ISP or UCP, as applicable, or in the decisions, opinions, practice statements, or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade - International Financial Services Association (BAFT-IFSA), or the Institute of International Banking Law & Practice.

(h) Letter of Credit Fees. Subject to Section 2.14, the Borrower shall pay to the Administrative Agent for the account of each Revolving Credit Lender in accordance with its Applicable Revolving Credit Percentage a Letter of Credit fee (the "Issuing Fees") for each Letter of Credit equal to the Applicable Rate times the daily amount available to be drawn under such Letter of Credit. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. Letter of Credit Fees shall be (i) due and payable on the first Business Day after the end of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand and (ii) computed on a quarterly basis in arrears. If there is any change in the Applicable Rate during any quarter, the daily amount available to be drawn under each Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that

such Applicable Rate was in effect. Notwithstanding anything to the contrary contained herein, upon the request of the Required Lenders, while any Event of Default exists, all Letter of Credit Fees shall accrue at the Default Rate.

(i) Fronting Fee and Documentary and Processing Charges Payable to L/C Issuer. The Borrower shall pay directly to the L/C Issuer for its own account a fronting fee (the "Letter of Credit Fronting Fee") and, together with the Issuing Fees, the "Letter of Credit Fees" and each a "Letter of Credit Fee") with respect to each Letter of Credit, at a rate equal to 0.25% per annum, computed on the daily amount available to be drawn under such Letter of Credit on a quarterly basis in arrears. Such fronting fee shall be due and payable on the first Business Day after the end of each March, June, September and December in respect of the most recently-ended quarterly period (or portion thereof, in the case of the first payment), commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. In addition, the Borrower shall pay directly to the L/C Issuer for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of the L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

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

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

#### 2.04 Prepayments.

(a) Optional.

(i) The Borrower may, pursuant to delivery to the Administrative Agent of a Notice of Loan Prepayment, at any time or from time to time voluntarily prepay Loans in whole or in part without premium or penalty; provided that (A) such notice must be received by the Administrative Agent not later than noon (1) three Business Days prior to any date of prepayment of Eurodollar Rate Loans and (2) on the date of prepayment of Base Rate Loans; (B) any prepayment of Eurodollar Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof; and (C) any prepayment of Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the relevant Facility, the date and amount of such prepayment and the Type(s) of Loans to be prepaid and, if Eurodollar Rate Loans are to be prepaid, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each relevant Lender of its receipt of each such notice, and of the amount of such Lender's ratable portion of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein; provided that if so stated therein, such notice may be contingent upon the consummation of a specified transaction, which notice shall be revoked if such specified transaction is not consummated. Any prepayment of a Eurodollar Rate

Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05.

(ii) [Reserved].

(b) Mandatory.

(i) [Reserved]

(ii) If any Loan Party or any of its Subsidiaries Disposes of any property pursuant to Section 7.05(g), which results in the realization by such Person of Net Cash Proceeds, the Borrower shall prepay an aggregate principal amount of Loans equal to 100% of such Net Cash Proceeds no later than the second Business Day following the receipt thereof by such Person (such prepayments to be applied as set forth in clauses (v) and (viii) below); provided, however, that, with respect to any Net Cash Proceeds realized under a Disposition described in this Section 2.04(b)(ii), at the election of the Borrower, and so long as no Default shall have occurred and be continuing, such Loan Party or such Subsidiary may reinvest all or any portion of such Net Cash Proceeds in operating assets (including, without limitation, Monitoring Contracts) so long as within 180 days after the receipt of such Net Cash Proceeds, such purchase shall have been consummated; provided further, however, that any Net Cash Proceeds not so reinvested shall be immediately applied to the prepayment of the Loans as set forth in this Section 2.04(b)(ii) and provided further, however, that such Net Cash Proceeds may not be so reinvested in excess of an aggregate amount equal to \$1,000,000.

(iii) Upon the incurrence or issuance by any Loan Party or any of its Subsidiaries of any Indebtedness (other than Indebtedness expressly permitted to be incurred or issued pursuant to Section 7.02), the Borrower shall prepay an aggregate principal amount of Loans equal to 100% of all Net Cash Proceeds received therefrom immediately upon receipt thereof by such Loan Party or such Subsidiary (such prepayments to be applied as set forth in clauses (v) and (viii) below).

(iv) Upon any Extraordinary Receipt received by or paid to or for the account of any Loan Party or any of its Subsidiaries, and not otherwise included in clause (ii) and (iii) of this Section 2.04(b), the Borrower shall prepay an aggregate principal amount of Loans equal to 100% of all Net Cash Proceeds received therefrom no later than the second Business Day following the receipt thereof by such Loan Party or such Subsidiary (such prepayments to be applied as set forth in clauses (v) and (viii) below); provided, however, that, at the election of the Borrower, and so long as no Default shall have occurred and be continuing, such Loan Party or such Subsidiary may apply within 180 days after the receipt of such cash proceeds to replace or repair the equipment, fixed assets or real property in respect of which such cash proceeds were received; and provided, further, however, that any cash proceeds not so applied shall be immediately applied to the prepayment of the Loans as set forth in this Section 2.04(b)(iv); and provided, further, however, that such Net Cash Proceeds may not be so reinvested in excess of an aggregate amount equal to \$1,000,000 so long as this Agreement is outstanding.

(v) Each prepayment of Loans pursuant to the foregoing provisions of this Section 2.04(b) shall be applied to the Revolving Credit Facility in the manner set forth in clause (viii) of this Section 2.04(b).

(vi) Notwithstanding any of the other provisions of clause (ii), (iii) or (iv) of this Section 2.04(b), so long as no Default shall have occurred and be continuing, if, on any date on which a prepayment would otherwise be required to be made pursuant to clause (ii), (iii) or (iv) of this Section 2.04(b), the aggregate amount of Net Cash Proceeds required by such clause to be applied to prepay Loans on such date is less than or equal to \$500,000, the Borrower may defer such prepayment until the first date on which the aggregate amount of Net Cash Proceeds or other amounts otherwise required under clause (ii), (iii) or (iv) of this Section 2.04(b) to be applied to prepay Loans exceeds \$1,000,000. During such deferral period the Borrower may apply all or any part of such aggregate amount to prepay Revolving Credit Loans and may, subject to the fulfillment of the applicable conditions set forth in Article IV, reborrow such amounts (which amounts, to the extent originally constituting Net Cash Proceeds, shall be deemed to retain their original character as Net Cash Proceeds when so reborrowed) for application as required by this Section 2.04(b). Upon the occurrence of a Default during any such deferral period, following delivery of a written request by the Administrative Agent, the Borrower shall immediately prepay the Loans in the amount of all Net Cash Proceeds received by the Borrower and other amounts, as applicable, that are required to be applied to prepay Loans under this Section 2.04(b) (without giving effect to the first and second sentences of this clause (vi)) but which have not previously been so applied.

(vii) If for any reason the Total Revolving Credit Outstandings any time exceed the Line Cap at such time, the Borrower shall immediately prepay Loans and L/C Borrowings and/or Cash Collateralize the L/C Obligations (other than the L/C Borrowings) in an aggregate amount equal to such excess; provided, however, that the Borrower shall not be required to Cash Collateralize the L/C Obligations pursuant to this Section 2.04(b)(vii) unless after the prepayment in full of the Loans, the Total Revolving Credit Outstandings exceed the Line Cap then in effect.

(viii) Each Revolving Credit Lender may reject all of its Applicable Revolving Credit Percentage of any mandatory prepayment (such declined amounts, the "Declined Proceeds") of Revolving Credit Loans required to be made pursuant to this Section 2.04(b) by providing written notice (each, a "Rejection Notice") to the Administrative Agent no later than 5:00 p.m. one (1) Business Day after the date of such Lender's receipt of notice from the Administrative Agent regarding such prepayment. If a Lender fails to deliver a Rejection Notice to the Administrative Agent within the time frame specified above such failure will be deemed an acceptance of the total amount of such mandatory prepayment of Revolving Credit Loans. Any Declined Proceeds shall be used to prepay, on a pro rata basis, the Revolving Credit Loans extended by Lenders who have not declined such mandatory prepayment and, to the extent there is any excess remaining after such application, retained by the Borrower and used to prepay the Pre-Petition Indebtedness to the extent such declined mandatory prepayment hereunder constitutes a mandatory prepayment under the Pre-Petition Loan Agreement. Prepayments of the Revolving Credit Facility made pursuant to this Section 2.04(b), shall be applied to the Obligations as directed by the Borrower without a corresponding reduction in Commitments.

#### 2.05 Termination or Reduction of Commitments.

(a) Optional. The Borrower may, upon notice to the Administrative Agent, terminate the Revolving Credit Facility, the Swingline Loan Limit or the Letter of Credit Sublimit, or from time to time permanently reduce the Revolving Credit Facility, the Swingline Loan Limit or the Letter of Credit Sublimit; provided that (i) any such notice shall be received by the Administrative Agent not later than 12:00 p.m. three Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of \$10,000,000 or any whole multiple of \$1,000,000 in excess thereof and (iii) the Borrower shall not terminate or reduce (A) the Revolving Credit Facility if, after giving effect

thereto and to any concurrent prepayments hereunder, the Total Revolving Credit Outstandings would exceed the Revolving Credit Facility, (B) the Letter of Credit Sublimit if, after giving effect thereto, the Outstanding Amount of L/C Obligations not fully Cash Collateralized hereunder would exceed the Letter of Credit Sublimit, or (C) the Swingline Loan Limit if, after giving effect thereto and to any concurrent prepayments hereunder, the Outstanding Amount of Swingline Loans would exceed the Revolving Credit Facility; provided that if so stated therein, such notice may be contingent upon the consummation of a specified transaction, which notice shall be revoked if such specified transaction is not consummated.

(b) Mandatory.

(i) If after giving effect to any reduction or termination of Swingline Loan Commitment under this Section 2.05, the Swingline Loan Limit exceeds the Revolving Credit Facility at such time, the Swingline Loan Limit shall be automatically reduced by the amount of such excess.

(ii) If after giving effect to any reduction or termination of Revolving Credit Commitments under this Section 2.05, the Letter of Credit Sublimit exceeds the Revolving Credit Facility at such time, the Letter of Credit Sublimit shall be automatically reduced by the amount of such excess.

(c) Application of Commitment Reductions; Payment of Fees. The Administrative Agent will promptly notify the Lenders of any termination or reduction of the Swingline Loan Limit, Letter of Credit Sublimit or the Revolving Credit Commitment under this Section 2.05. Upon any reduction of the Revolving Credit Commitments, the Revolving Credit Commitment of each Revolving Credit Lender shall be reduced by such Lender's Applicable Revolving Credit Percentage of such reduction amount. All fees in respect of the Revolving Credit Facility accrued until the effective date of any termination of the Revolving Credit Facility shall be paid on the effective date of such termination.

2.06 Repayment of Loans.

(a) [Reserved].

(b) Revolving Credit Loans. The Borrower shall repay to the Revolving Credit Lenders on the Maturity Date for the Revolving Credit Facility the aggregate principal amount of all Revolving Credit Loans outstanding on such date.

2.07 Interest.

(a) Subject to the provisions of Section 2.07(b), (i) each Eurodollar Rate Loan under the Revolving Credit Facility shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Eurodollar Rate for such Interest Period plus the Applicable Rate for such Facility and (ii) each Base Rate Loan under a Facility shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate.

(b) (i) If any amount of principal of any Loan is not paid when due, whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(ii) If any amount (other than principal of any Loan) payable by the Borrower under any Loan Document is not paid when due, whether at stated maturity, by acceleration or

otherwise, then upon the request of the Required Lenders, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iii) Upon the request of the Required Lenders, while any Event of Default exists (other than as set forth in clauses (b)(i) and (b)(ii) above), the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iv) Accrued and unpaid interest on past due amounts (including interest on past due interest and interest accruing at the Default Rate) shall be due and payable upon demand.

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

2.08 Fees. In addition to certain fees described in Sections 2.03(h) and (i):

(a) Commitment Fee. The Borrower shall pay to the Administrative Agent for the account of each Revolving Credit Lender in accordance with its Applicable Revolving Credit Percentage, a commitment fee equal to the Applicable Fee Rate times the actual daily amount by which the Revolving Credit Facility exceeds the Total Revolving Credit Outstandings, subject to adjustment as provided in Section 2.14. The commitment fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period for the Revolving Credit Facility. The commitment fee shall be calculated quarterly in arrears, and if there is any change in the Applicable Fee Rate during any quarter, the actual daily amount shall be computed and multiplied by the Applicable Fee Rate separately for each period during such quarter that such Applicable Fee Rate was in effect.

(b) Other Fees. The Borrower shall pay to the applicable counterparties thereto for their respective accounts, fees in the amounts and at the times specified in the Fee Letter and the Agent Fee Letter. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever

2.09 Computation of Interest and Fees. All computations of interest hereunder shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.11(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

2.10 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made by the Lenders to the

Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent (including the Register) in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to in Section 2.10(a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swingline Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

#### 2.11 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Account in Dollars and in immediately available funds not later than 12:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage in respect of the Facility (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 12:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Eurodollar Rate Loans (or, in the case of any Borrowing of Base Rate Loans, prior to 11:00 a.m. on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or, in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent

for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuer hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Appropriate Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Appropriate Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Appropriate 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 Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

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

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Revolving Credit Loans, to fund participations in Letters of Credit and Swingline Loans and to make payments pursuant to Section 10.04(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment under Section 10.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 10.04(c).

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

(f) Insufficient Funds. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, L/C Borrowings, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, toward payment of principal and L/C Borrowings then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and L/C Borrowings then due to such parties.



2.12 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of (a) Obligations in respect of any of the Facilities due and payable to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations due and payable to such Lender at such time to (ii) the aggregate amount of the Obligations in respect of the Facilities due and payable to all Appropriate Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations in respect of the Facilities due and payable to all Appropriate Lenders hereunder and under the other Loan Documents at such time obtained by all of the Appropriate Lenders at such time or (b) Obligations in respect of any of the Facilities owing (but not due and payable) to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations owing (but not due and payable) to such Lender at such time to (ii) the aggregate amount of the Obligations in respect of the Facilities owing (but not due and payable) to all Appropriate Lenders hereunder and under the other Loan Documents at such time) of payment on account of the Obligations in respect of the Facilities owing (but not due and payable) to all Appropriate Lenders hereunder and under the other Loan Documents at such time obtained by all of the Appropriate Lenders at such time then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and subparticipations in L/C Obligations or Swingline Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Appropriate Lenders ratably in accordance with the aggregate amount of Obligations in respect of the Facilities then due and payable to the Appropriate Lenders or owing (but not due and payable) to the Appropriate Lenders, as the case may be, provided that:

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

(ii) the provisions of this Section shall not be construed to apply to (A) any payment made by or on behalf of the Borrower pursuant to and in accordance with the express terms of this Agreement (including pursuant to Section 2.04(a) and in connection with the application of funds arising from the existence of a Defaulting Lender), (B) the application of Cash Collateral provided for in Section 2.13, or (C) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or subparticipations in L/C Obligations or Swingline Loans to any assignee or participant, other than an assignment to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this Section shall apply).

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

2.13 Cash Collateral.

(a) Certain Credit Support Events. If (i) the L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing, (ii) as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, (iii) the Borrower shall be required to provide Cash Collateral pursuant to Section 8.02(c), or (iv) there shall exist a Defaulting Lender, the Borrower shall immediately (in the case of clause (iii) above) or within one

Business Day (in all other cases) following any request by the Administrative Agent or the L/C Issuer, provide Cash Collateral in an amount not less than the applicable Minimum Collateral Amount (determined in the case of Cash Collateral provided pursuant to clause (iv) above, after giving effect to Section 2.14(a)(iv) and any Cash Collateral provided by the Defaulting Lender).

(b) Grant of Security Interest. The Borrower, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grants to (and subjects to the control of) the Administrative Agent, for the benefit of the Administrative Agent, the L/C Issuer and the Lenders, and agrees to maintain, a first priority security interest in all such cash, deposit accounts and all balances therein, and all other property so provided as collateral pursuant hereto, and in all proceeds of the foregoing, all as security for the obligations to which such Cash Collateral may be applied pursuant to Section 2.13(c). If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent or the L/C Issuer as herein provided, or that the total amount of such Cash Collateral is less than the Minimum Collateral Amount, the Borrower will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency. All Cash Collateral (other than credit support not constituting funds subject to deposit) shall be maintained in one or more Controlled Accounts at JPMorgan Chase Bank, N.A. or another commercial bank reasonably acceptable to the Required Lenders. The Borrower shall pay on demand therefor from time to time all customary account opening, activity and other administrative fees and charges in connection with the maintenance and disbursement of Cash Collateral.

(c) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of this Section 2.13 or Sections 2.03, 2.04, 2.14 or 8.02 in respect of Letters of Credit shall be held and applied to the satisfaction of the specific L/C Obligations, obligations to fund participations therein (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations for which the Cash Collateral was so provided, prior to any other application of such property as may otherwise be provided for herein.

(d) Release. Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or to secure other obligations shall be released promptly following (i) the elimination of the applicable Fronting Exposure or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender (or, as appropriate, its assignee following compliance with Section 10.06(b)(vi))) or (ii) the determination by the Administrative Agent and the L/C Issuer that there exists excess Cash Collateral; provided that (x) any such release shall be without prejudice to, and any disbursement or other transfer of Cash Collateral shall be and remain subject to, any other Lien conferred under the Loan Documents and the other applicable provisions of the Loan Documents, and (y) the Person providing Cash Collateral and the L/C Issuer may agree that Cash Collateral shall not be released but instead held to support future anticipated Fronting Exposure or other obligations.

#### 2.14 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 "Required Lenders" and Section 10.01.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 10.08 shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to the L/C Issuer or Swingline Lender hereunder; *third*, to Cash Collateralize the L/C Issuer's Fronting Exposure with respect to such Defaulting Lender in accordance with Section 2.13; *fourth*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize the L/C Issuer's future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with Section 2.13; *sixth*, to the payment of any amounts owing to the Lenders or the L/C Issuer as a result of any judgment of a court of competent jurisdiction obtained by any Lender or the L/C Issuer against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or L/C Borrowings in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Obligations owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or L/C Obligations owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in L/C Obligations are held by the Lenders pro rata in accordance with the Revolving Credit Commitments hereunder without giving effect to Section 2.14(a)(iv). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.14(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees.

(A) No Defaulting Lender shall be entitled to receive any fee payable under Section 2.08(a) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(B) Each Defaulting Lender shall be entitled to receive Letter of Credit Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Applicable Percentage of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant to Section 2.13.

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

(iv) Reallocation of Applicable Percentages to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in L/C Obligations or Swingline Loans, as applicable, shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages (calculated without regard to such Defaulting Lender's Revolving Credit Commitment) but only to the extent that (x) the conditions set forth in Section 4.02 are satisfied at the time of such reallocation (and, unless the Borrower shall have otherwise notified the Administrative Agent at such time, the Borrower shall be deemed to have represented and warranted that such conditions are satisfied at such time), and (y) such reallocation does not cause the aggregate Total Revolving Credit Outstanding held by any Non-Defaulting Lender to exceed such Non-Defaulting Lender's Revolving Credit Commitment. Subject to Section 10.21, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(b) Defaulting Lender Cure. If the Borrower, the Administrative Agent, the Swingline Lender and the L/C Issuer agree in writing that a Lender should no longer be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent (acting at the direction of the Required Lenders) may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit and Swingline Loans to be held on a pro rata basis by the Lenders in accordance with their Applicable Percentages (without giving effect to Section 2.14(a)(iv)), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and 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.

### ARTICLE III TAXES, YIELD PROTECTION AND ILLEGALITY

#### 3.01 Taxes.

(a) Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable Laws. If any applicable Laws (as determined in the good faith discretion of the Administrative Agent or any Loan Party) require the deduction or withholding of any Tax from any such payment by the Administrative Agent or a Loan Party, then the Administrative Agent or such Loan Party shall be entitled to make such deduction

or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Laws and, if such Tax is an Indemnified Tax, then the sum payable by the Loan Parties shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

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

(c) Tax Indemnifications.

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

(ii) Each Lender and the L/C Issuer shall, and does hereby, severally indemnify the Administrative Agent, and shall make payment in respect thereof within 10 days after demand therefor, for (x) any Indemnified Taxes attributable to such Lender or the L/C Issuer (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (y) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.06(d) relating to the maintenance of a Participant Register and (z) any Excluded Taxes attributable to such Lender or the L/C Issuer, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender and the L/C Issuer hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender or the L/C Issuer, as the case may be, under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this clause (ii).

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

a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to the Loan Party or the Administrative Agent, as the case may be.

(e) Status of Lenders; Tax Documentation

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

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

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

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

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

(II) executed copies of IRS Form W-8ECI,

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

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

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made;

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), “FATCA” shall include any amendments made to FATCA after the date of this Agreement; and

(E) The Administrative Agent shall provide the Borrower with executed copies of, if it is a U.S. Person, IRS Form W-9 certifying it is exempt from U.S. federal backup withholding, and, if it is not a U.S. Person, (1) IRS Form W-8ECI with respect to payments

to be received by it as a beneficial owner and (2) IRS Form W-8IMY (together with required documentation) with respect to payments to be received by it on behalf of each Lender evidencing its agreement with the Borrower to be treated as a U.S. Person (with respect to such payments) so that all payments hereunder made by the Loan Parties to the Administrative Agent may be made free of any U.S. withholding tax.

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

(f) Treatment of Certain Refunds. If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 3.01, it shall pay to the Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 3.01 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) incurred by such Recipient, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Borrower, upon the request of the Recipient, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Recipient in the event the Recipient is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this subsection, in no event will the applicable Recipient be required to pay any amount to the Borrower pursuant to this subsection the payment of which would place the Recipient in a less favorable net after-Tax position than such Recipient would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This subsection shall not be construed to require any Recipient to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the Borrower or any other Person.

(g) Survival. Without limiting the generality of Section 3.07 or 10.04(g), each party's obligations under this Section 3.01 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender or the L/C Issuer, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all other Obligations.

3.02 Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to the Eurodollar Rate, or to determine or charge interest rates based upon the Eurodollar Rate, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the London interbank market, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, (i) any obligation of such Lender to make or continue Eurodollar Rate Loans or to convert Base Rate Loans to Eurodollar Rate Loans shall be suspended, and (ii) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which is determined by reference to the Eurodollar Rate component of the Base Rate, the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurodollar Rate component of the Base Rate, in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Eurodollar Rate Loans of such Lender to Base Rate Loans (the interest rate on which Base Rate Loans of such Lender shall, if necessary



to avoid such illegality, be determined by the Administrative Agent without reference to the Eurodollar Rate component of the Base Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Rate Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurodollar Rate Loans and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon the Eurodollar Rate, the Administrative Agent shall during the period of such suspension compute the Base Rate applicable to such Lender without reference to the Eurodollar Rate component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon the Eurodollar Rate. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

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

3.04 Increased Costs; Reserves on Eurodollar Rate Loans.

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

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement contemplated by Section 3.04(e)) or the L/C Issuer;

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

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

and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting to, continuing or maintaining any Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received

or receivable by such Lender or the L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of such Recipient, the Borrower will pay to such Recipient such additional amount or amounts as will compensate such Recipient for such additional costs incurred or reduction suffered.

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

(c) Certificates for Reimbursement. A certificate of a Lender or the L/C Issuer setting forth the amount or amounts necessary to compensate such Lender or the L/C Issuer or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender or the L/C Issuer, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

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

(e) Reserves on Eurodollar Rate Loans. The Borrower shall pay to each Lender, as long as such Lender shall be required to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency funds or deposits (currently known as "Eurocurrency liabilities"), additional interest on the unpaid principal amount of each Eurodollar Rate Loan equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive), which shall be due and payable on each date on which interest is payable on such Loan, provided the Borrower shall have received at least 10 days' prior notice (with a copy to the Administrative Agent) of such additional interest from such Lender. If a Lender fails to give notice 10 days prior to the relevant Interest Payment Date, such additional interest shall be due and payable 10 days from receipt of such notice; provided that no additional interest will be payable with respect to Interest Payment Dates more than nine months prior to such notice.

3.05 Compensation for Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

- (a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);
- (b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower; or
- (c) any assignment of a Eurodollar Rate Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to Section 10.13;

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

For purposes of calculating amounts payable by the Borrower to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Eurodollar Rate Loan made by it at the Eurodollar Rate for such Loan by a matching deposit or other borrowing in the London interbank eurodollar market for a comparable amount and for a comparable period, whether or not such Eurodollar Rate Loan was in fact so funded.

3.06 Mitigation Obligations; Replacement of Lenders.

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

(b) Replacement of Lenders. If any Lender delivers a notice pursuant to Section 3.02 or requests compensation under Section 3.04, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, the Borrower may replace such Lender in accordance with Section 10.13.

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

**ARTICLE IV**  
**CONDITIONS PRECEDENT TO CREDIT EXTENSIONS**

4.01 Conditions of Initial Credit Extension. The obligation of the L/C Issuer and each Lender to make its initial Credit Extension hereunder on the Closing Date is subject to satisfaction of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals or copies (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to the Structuring Advisor and the Required Lenders:

- (i) executed counterparts of this Agreement;
- (ii) a Note executed by the Borrower in favor of each Lender requesting a Note;
- (iii) the Pledge Agreement, executed by Parent, together with all original certificates representing Equity Interests referred to therein, if any, accompanied by undated stock powers executed in blank;
- (iv) any and all original certificates representing Pledged Equity Collateral (together with duly executed undated stock powers);
- (v) financing statements in form appropriate (but, in any event, reasonably acceptable to the Structuring Advisor) for filing under the Uniform Commercial Code of all jurisdictions that the Administrative Agent (acting at the direction of the Required Lenders) deems necessary or desirable in order to perfect the Liens created pursuant to the DIP Order and/or hereunder;
- (vi) completed requests for information, dated on or before the date of the initial Credit Extension, listing all effective financing statements filed in the jurisdictions referred to in clause (v) above that name any Loan Party as debtor, together with copies of such other financing statements,
- (vii) evidence of the completion of all other actions, recordings and filings that the Structuring Advisor deems necessary or desirable in order to perfect the Liens created thereby;
- (viii) the Collateral Assignment of Communication Paths duly executed by the appropriate Loan Parties;
- (ix) the Collateral Assignment of Contract Rights duly executed by the appropriate Loan Parties;
- (x) (A) resolutions of the board of directors or other governing body of each Loan Party authorizing the entry of such Loan Party into the Loan Documents and (B) certificates of each Loan Party evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party, in each case reasonably acceptable to the Administrative Agent (acting at the direction of the Required Lenders);

(xi) evidence that each Loan Party is duly organized or formed, and that each Loan Party is validly existing, in good standing and qualified to engage in business in its jurisdiction of organization reasonably acceptable to the Administrative Agent (acting at the direction of the Required Lenders);

(xii) favorable opinion of Latham & Watkins, LLP, and Bilzin Sumberg LLP counsels to the Parent and the Loan Parties, addressed to the Administrative Agent, Structuring Advisor and each Lender, in form and substance reasonably acceptable to the Structuring Advisor and covering such matters concerning the Parent, the Loan Parties and the Loan Documents as the Structuring Advisor may reasonably request;

(xiii) [reserved];

(xiv) a certificate of the Borrower signed by a Responsible Officer of the Borrower certifying (A) that the conditions specified in Sections 4.02(a) and (b) have been met, and (B) since May 20, 2019, no change, occurrence or development shall have occurred or become known to the Loan Parties that has had or could reasonably be expected to have a Material Adverse Effect other than the filing of the Cases and the events that typically result from the filing of a case under Chapter 11 of the Bankruptcy Code;

(xv) a Borrowing Base Certificate prepared as of the Closing Date with respect to the month ending June 30, 2019;

(xvi) the Administrative Agent, the Structuring Advisor and each Lender shall have received all necessary Patriot Act compliance information, the result of which are reasonably satisfactory to the Structuring Advisor, the Administrative Agent, the Structuring Advisor and the Lenders in their sole discretion, in each case requested by the Structuring Advisor, the Administrative Agent or such Lender in writing at least five Business Days prior to the Closing Date;

(xvii) certificates of insurance indicating the Loan Parties' compliance with the Loan Documents, naming the Administrative Agent, on behalf of the Lenders, as an additional insured or lenders loss payee, the form and substance of which shall be satisfactory to the Administrative Agent and the Structuring Advisor;

(xviii) [reserved];

(xix) [reserved]; and

(xx) evidence that the Pre-Petition Letters of Credit shall be Cash Collateralized with proceeds of a borrowing hereunder on the Closing Date.

(b) The Administrative Agent shall have a valid first priority perfected Lien on the Collateral, subject only to the Carve-Out and the Pre-Petition Priority Liens.

(c) (x) The Structuring Advisor shall have received payment of all fees owing to the Structuring Advisor under the Fee Letter, (y) the Administrative Agent shall have received payment of all fees and expenses (including, without limitation, all fees, charges and disbursements of counsel to the Administrative Agent and the fees set forth in the Agent Fee Letter) due to the Administrative Agent to the extent invoiced at least two (2) Business Days prior to the Closing Date (except as otherwise reasonably agreed by the Borrower), required to be paid on the Closing Date and (z) all fees and expenses of the

Structuring Advisor, the Lender Group (including, without limitation, all fees, charges and disbursements of counsel and advisors to Structuring Advisor and the Lender Group), to the extent invoiced at least two (2) Business Days prior to the Closing Date (except as otherwise reasonably agreed by the Borrower), payable on the Closing Date shall, have been paid on the Closing Date.

(d) The Administrative Agent and the Lenders shall have received, and the Structuring Advisor and the Required Lenders shall have approved, the Initial DIP Budget.

(e) The Loan Parties shall have, prior to July 3, 2019, filed the Petitions with the Bankruptcy Court commencing the Cases and all filed “first day” pleadings and “first day” orders filed on the Petition Date which relate to the Facility shall be reasonably acceptable in form and substance to the Required Lenders, and all other filed “first day” pleadings and “first day” orders filed on the Petition Date shall not be adverse to the Administrative Agent’s, the Structuring Advisor’s or the Lenders’ interests or be inconsistent, in any material respect, with the terms hereof.

(f) The Interim DIP Order (i) shall have been entered on the docket of the Bankruptcy Court no more than three Business Days prior to the Closing Date, (ii) shall be in full force and effect and shall not have been vacated, stayed, reversed, overturned, modified or amended in any respect without the written consent of the Structuring Advisor and the Required Lenders (such consents not to be unreasonable withheld, conditioned or delayed); and (iii) shall authorize and approve the payment in full, in cash of all “Revolving Credit Loans” (as defined under the Pre-Petition Loan Agreement) and the termination of the Pre-Petition Revolving Facility.

(g) The Plan of Reorganization and all documentation, including without limitation any amendments, any subsequent plans of reorganization, the Plan Documents (as defined in the Plan of Reorganization or such other similar term used in the Plan of Reorganization), the Plan Supplement (as defined in the Plan of Reorganization or such other similar term used in the Plan of Reorganization) and/or the Confirmation Order (all of the foregoing being collectively referred to as, the “Plan Documentation”), to be executed, delivered or filed pursuant thereto shall be in form and substance reasonably acceptable to the Required Lenders. Prior to the Closing Date, the Borrower shall have solicited acceptances of the Plan of Reorganization from the Pre-Petition Lenders under the Pre-Petition Loan Agreement and the holders of the Senior Unsecured Notes to accept the Plan of Reorganization. (i) The Borrower shall have received the requisite number of votes accepting the Plan of Reorganization under Section 1126 of the Bankruptcy Code from the Pre-Petition Lenders, and (ii) the holders of the Senior Unsecured Notes holding, in the aggregate, in excess of 66<sup>2</sup>/<sub>3</sub>% of the principal amount outstanding of all Senior Unsecured Notes shall have voted to accept the Plan of Reorganization under Section 1126 of the Bankruptcy Code.

(h) The Restructuring Support Agreement shall be in full force and effect and shall not have been amended, modified or supplemented in a manner materially adverse to the interests of the Administrative Agent or the Lenders, and no Plan Support Party (as defined in the Plan of Reorganization or such other similar term used in the Plan of Reorganization) shall have withdrawn its support for or refused to abide by the terms of the Restructuring Support Agreement.

Without limiting the generality of the provisions of the last paragraph of Section 9.03, 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 Closing Date specifying its objection thereto.

4.02 Conditions to all Credit Extensions The obligation of each Lender to honor any Request for Credit Extension (other than a Committed Loan Notice requesting only a conversion of Loans to the other Type, or a continuation of Eurodollar Rate Loans) is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower and each other Loan Party contained in Article V or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct on and as of the date of such Credit Extension in all material respects (or with respect to representations and warranties qualified by materiality, in all respects), except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date in all material respects (or with respect to representations and warranties qualified by materiality, in all respects), and except that for purposes of this Section 4.02, the representations and warranties contained in Sections 5.05(a) and (b) shall be deemed to refer to the most recent statements furnished pursuant to Sections 6.01(a) and (b), respectively.

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

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

(d) The Administrative Agent shall have received a pro forma calculation of the Borrowing Base in form and substance satisfactory to the Structuring Advisor.

(e) With respect to any Credit Extension requested after the Final Order Entry Date, the Final DIP Order (i) shall have been entered on the docket of the Bankruptcy Court on the date that is on or before the Interim Facility Maturity Date, and (ii) shall be in full force and effect and shall not have been vacated, stayed, reversed, overturned or modified in any respect without the written consent of the Administrative Agent, the Structuring Advisor and the Required Lenders in their sole discretion, and shall not have been amended in any respect without the written consent of the Administrative Agent, the Structuring Advisor and the Required Lenders (not to be unreasonably withheld, conditioned or delayed).

Each Request for Credit Extension (other than a Committed Loan Notice requesting only a conversion of Loans to the other Type or a continuation of Eurodollar Rate Loans) submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(a) and (b) have been satisfied on and as of the date of the applicable Credit Extension.

#### **ARTICLE V REPRESENTATIONS AND WARRANTIES**

Each Loan Party represents and warrants to the Administrative Agent and the Lenders that:

5.01 Existence, Qualification and Power. Each Loan Party and each of its Subsidiaries (a) is duly organized or formed, validly existing and, as applicable, in good standing under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party and consummate the Transaction subject to the entry of the DIP Orders, and (c) is duly qualified and is licensed and, as applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except

in each case referred to in clause (b)(i) or (c), to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect.

5.02 Authorization; No Contravention. Subject to the entry of the DIP Orders, the execution, delivery and performance by each Loan Party of each Loan Document to which such Person is or is to be a party have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien (except pursuant to the Loan Documents) under, or require any payment to be made under (i) any Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any Law.

5.03 Governmental Authorization; Other Consents. Subject to the entry of the DIP Orders, no approval, consent, exemption, authorization, or other action by, or notice to, or filing (other than filings required by the Loan Documents and the DIP Orders) with, any Governmental Authority or any other Person is necessary or required in connection with (a) the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, or for the consummation of the Transaction, (b) the grant by any Loan Party of the Liens granted by it pursuant Article XII hereof (c) the perfection or maintenance of the Liens created pursuant to Article XII hereof (including the first priority nature thereof), or (d) the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to Article XII hereof, except for the authorizations, approvals, actions, notices and filings which (other than notices) have been duly obtained, taken, given or made and are in full force and effect.

5.04 Binding Effect. This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to the entry of the DIP Orders and applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally, including the Cases, and subject to general principles of equity regardless of whether considered in a proceeding in equity or at law.

5.05 Financial Statements; No Material Adverse Effect

(a) The Audited Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; (ii) fairly present the financial position of the Borrower and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (iii) show all material indebtedness and other liabilities, direct or contingent, of the Borrower and its Subsidiaries as of the date thereof, including liabilities for taxes, material commitments and Indebtedness.

(b) Since May 20, 2019, there has been no event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have a Material Adverse Effect.

5.06 Litigation. Other than the Cases and except as set forth on Schedule 5.06 hereto, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrower after due and diligent investigation, threatened or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against the Borrower or any of its Subsidiaries or against any of their



properties or revenues that (a) purport to affect or pertain to this Agreement, any other Loan Document or the consummation of the Transaction, or (b) either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

5.07 [Reserved].

5.08 Ownership of Property; Liens; Investments

(a) Each Loan Party and each of its Subsidiaries has good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, except for such defects in title as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Schedule 5.08(b) hereto sets forth a complete and accurate list of all Liens (including the Pre-Petition Priority Liens to the extent identified as such) on the property or assets of each Loan Party and each of its Subsidiaries as of the Closing Date, showing as of the Closing Date the lienholder thereof, and the property or assets of such Loan Party or such Subsidiary subject thereto. The property of each Loan Party and each of its Subsidiaries is subject to no Liens, other than Liens permitted by Section 7.01.

(c) Schedule 5.08(c) hereto sets forth a complete and accurate list of all real property owned by each Loan Party and each of its Subsidiaries as of the Closing Date, showing as of the Closing Date the street address, county or other relevant jurisdiction, state, record owner and book and estimated fair value thereof. Each Loan Party and each of its Subsidiaries has good, marketable and insurable fee simple title to the real property owned by such Loan Party or such Subsidiary, free and clear of all Liens, other than Liens permitted by Section 7.01.

(d) (i) Schedule 5.08(d)(i) hereto sets forth a complete and accurate list of all leases of real property under which any Loan Party or any Subsidiary of a Loan Party is the lessee as of the Closing Date, showing as of the Closing Date the street address, county or other relevant jurisdiction, state, lessor, lessee and expiration date. Each such lease is the legal, valid and binding obligation of the lessor thereof, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally, including the Cases, and subject to general principles of equity regardless of whether considered in a proceeding in equity or at law.

(ii) Schedule 5.08(d)(ii) hereto sets forth a complete and accurate list of all leases of real property under which any Loan Party or any Subsidiary of a Loan Party is the lessor as of the Closing Date, showing as of the Closing Date the street address, county or other relevant jurisdiction, state, lessor, lessee, expiration date and annual rental cost thereof. Each such lease is the legal, valid and binding obligation of the lessee thereof, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally, including the Cases, and subject to general principles of equity regardless of whether considered in a proceeding in equity or at law.

(e) Schedule 5.08(e) hereto sets forth a complete and accurate list of all Investments held by any Loan Party or any Subsidiary of a Loan Party on the Closing Date, showing as of the Closing Date the amount, obligor or issuer and maturity, if any, thereof.

5.09 Environmental Compliance.

(a) There are no claims under Environmental Laws against and no Environmental Liability related to the Loan Parties or any of their Subsidiaries that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) None of the properties currently or formerly owned or operated by any Loan Party or any of its Subsidiaries is listed or proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list or is adjacent to any such property; there are no and never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed of on any property currently owned or operated by any Loan Party or any of its Subsidiaries or, to the best of the knowledge of the Loan Parties, on any property formerly owned or operated by any Loan Party or any of its Subsidiaries; there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or any of its Subsidiaries; and Hazardous Materials have not been released, discharged or disposed of on any property currently or formerly owned or operated by any Loan Party or any of its Subsidiaries.

(c) Neither any Loan Party nor any of its Subsidiaries is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law; and all Hazardous Materials generated, used, treated, handled or stored at, or transported to or from, any property currently or formerly owned or operated by any Loan Party or any of its Subsidiaries have been disposed of in a manner not reasonably expected to result in material liability to any Loan Party or any of its Subsidiaries.

5.10 Insurance. The properties of the Borrower and its Subsidiaries are insured with financially sound and reputable insurance companies not Affiliates of the Borrower, in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Borrower or the applicable Subsidiary operates.

5.11 Taxes. The Borrower and its Subsidiaries have filed all income and other material Tax returns and reports required to be filed, and have paid all Federal, state and other material Taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP. There is no proposed Tax assessment against the Borrower or any Subsidiary that would, if made, have a Material Adverse Effect. As of the Closing Date, neither any Loan Party nor any Subsidiary thereof is party to any tax sharing agreement.

5.12 ERISA Compliance.

(a) Except as could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect, each Plan is in compliance with the applicable provisions of ERISA, the Code and other Federal or state laws. Each Pension Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service, or is in the form of a pre-approved form that is subject to a favorable opinion letter from the Internal Revenue Service, to the effect that the form of such Pension Plan is qualified under Section 401(a) of the Code and the trust related thereto is in a form qualifying for exemption from federal income tax under Section 501(a) of the Code, or an application for such a letter is currently being processed by the Internal

Revenue Service. To the best knowledge of the Borrower, nothing has occurred that would prevent or cause the loss of such tax-qualified status.

(b) There are no pending or, to the best knowledge of the Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) (i) Except as could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect, no ERISA Event has occurred, and neither the Borrower nor any ERISA Affiliate is aware of any fact, event or circumstance that could reasonably be expected to constitute or result in such an ERISA Event; (ii) the Borrower and each ERISA Affiliate has met all applicable requirements under the Pension Funding Rules in respect of each Pension Plan, and no waiver of the minimum funding standards under the Pension Funding Rules has been applied for or obtained; (iii) as of the most recent valuation date preceding the date of this Agreement for any Pension Plan, the funding target attainment percentage (as defined in Section 430(d)(2) of the Code) is 60% or higher and neither the Borrower nor any ERISA Affiliate knows of any facts or circumstances that could reasonably be expected to cause the funding target attainment percentage for any such plan to drop below 60% as of the most recent valuation date; (iv) neither the Borrower nor any ERISA Affiliate has incurred any liability to the PBGC other than for the payment of premiums, and there are no premium payments which have become due that are unpaid; (v) neither the Borrower nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or Section 4212(c) of ERISA; and (vi) no Pension Plan has been terminated by the plan administrator thereof nor by the PBGC, and no event or circumstance has occurred or exists that could reasonably be expected to cause the PBGC to institute proceedings under Title IV of ERISA to terminate any Pension Plan.

(d) Neither the Borrower nor any ERISA Affiliate maintains or contributes to, or has any unsatisfied obligation to contribute to, or liability under, any active or terminated Pension Plan other than (A) on the Closing Date, those listed on Schedule 5.12(d) hereto and (B) thereafter, Pension Plans not otherwise prohibited by this Agreement.

5.13 Subsidiaries; Equity Interests; Loan Parties. As of the Closing Date, no Loan Party has any Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.13 hereto, and all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party in the amounts specified on Part (a) of Schedule 5.13 hereto free and clear of all Liens except those created under Article XII hereof and those listed on Schedule 5.08(b) hereto. As of the Closing Date, no Loan Party has any equity investments in any other corporation or entity other than those specifically disclosed in Part (b) of Schedule 5.13 hereto. All of the outstanding Equity Interests in the Borrower have been validly issued, are fully paid and non-assessable and, as of the Closing Date, are owned by the Parent in the amounts specified on Part (c) of Schedule 5.13 hereto free and clear of all Liens except those created pursuant to Article XII hereof. As of the Closing Date, set forth on Part (d) of Schedule 5.13 hereto is a complete and accurate list of all Loan Parties, showing the jurisdiction of its incorporation, the address of its principal place of business and its U.S. taxpayer identification number. As of the Closing Date, the copy of the charter of each Loan Party and each amendment thereto provided pursuant to Section 4.01(a)(xi) is a true and correct copy of each such document, each of which is valid and in full force and effect.

5.14 Margin Regulations; Investment Company Act.

(a) The Loan Parties are not engaged and will not engage, principally or as one of their important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock. Following the application of the proceeds of each Borrowing or drawing under each Letter of Credit, not more than 25% of the value of the assets (either of the Borrower only or of the Borrower and its Subsidiaries on a consolidated basis) subject to the provisions of Section 7.01 or Section 7.05 or subject to any restriction contained in any agreement or instrument between any Loan Party and any Lender or any Affiliate of any Lender relating to Indebtedness and within the scope of Section 8.01(e) will be margin stock.

(b) None of any Loan Party, any Person Controlling any Loan Party, or any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

5.15 Disclosure. The Borrower has disclosed to the Administrative Agent and the Lenders all material agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries or any other Loan Party is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. The written reports, financial statements, certificates and other information furnished by or on behalf of any Loan Party to the Administrative Agent and any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case as modified or supplemented by other information so furnished), when taken as a whole, do not contain any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

5.16 Compliance with Laws.

(a) Each Loan Party and each Subsidiary thereof is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (i) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (ii) the failure to comply therewith, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. The Borrower and each other Loan Party have complied with the mandate of the Federal Communications Commission requiring that all analog radios be converted from analog to digital technology or the related analog service was terminated.

(b) Each Loan Party and each Subsidiary thereof is in compliance in all material respects with all applicable Anti-Corruption Laws, Sanctions, and Anti-Money Laundering Laws.

(c) No Loan Party, nor, to the knowledge of the Borrower, any of its officers or directors, (i) is currently the subject of any Sanctions, (ii) is located, organized or residing in any Designated Jurisdiction, or (iii) is directly or knowingly indirectly engaged in any transaction with any Sanctioned Person or any Person who is known by the Borrower to be located, organized or residing in any Designated Jurisdiction. No Loan, nor the proceeds from any Loan, has been used to lend, contribute, or has otherwise made available to fund any activity or business in any Designated Jurisdiction or to fund, directly or knowingly indirectly, any activity or business of any Sanctioned Person or any Person who is known by the Borrower to be located, organized or residing in any Designated Jurisdiction.

5.17 Intellectual Property; Licenses, Etc. Each Loan Party and each of its Subsidiaries own, or possess the right to use, all of the trademarks, service marks, trade names, copyrights, patents, patent rights, franchises, licenses and other intellectual property rights (collectively, “IP Rights”) that are reasonably necessary for the operation of their respective businesses, without conflict with the rights of any other Person, and Schedule 5.17 hereto sets forth a complete and accurate list of all such IP Rights owned or used by each Loan Party and each of its Subsidiaries, as of the Closing Date. No slogan or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by any Loan Party or any of its Subsidiaries infringes upon any rights held by any other Person except as has not or would not be expected to have a Material Adverse Effect. No claim or litigation regarding any of the foregoing is pending or, to the best knowledge of the Borrower, threatened, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

5.18 [Reserved].

5.19 Casualty, Etc. Neither the businesses nor the properties of any Loan Party or any of its Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

5.20 Labor Matters. There are no collective bargaining agreements or Multiemployer Plans covering the employees of the Borrower or any of its Subsidiaries as of the Closing Date. Neither the Borrower nor any Subsidiary has suffered any strikes, walkouts, work stoppages or other material labor difficulty within the last five years that would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

5.21 [Reserved].

5.22 Documentation, Terms and Provisions Governing Monitoring Contract Acquisitions. The Borrower acquires Monitoring Contracts from Approved Alarm Dealers solely through acquisition agreements which meet in all material respects the requirements set forth in the definition of “Dealer Program” or pursuant to transaction permitted under Section 7.03(g) or Section 7.03(h). As of the Closing Date, all filings (including but not limited to filings of financing statements identifying the seller of such Monitoring Contracts and identifying the Borrower as the buyer) as may be required at such time by any applicable laws in connection with the Borrower’s purchase of Monitoring Contracts have been duly made in all filing offices required by the UCC in all necessary jurisdictions in accordance with applicable provisions of the UCC as in effect in such jurisdictions, except to the extent such failure would not constitute a Material Adverse Effect. The Borrower conducts lien searches in all appropriate jurisdictions in order to confirm that it acquires all such Monitoring Contracts free and clear of any Lien. Without limiting any other provision of this Agreement, the Borrower is the owner of all such Monitoring Contracts free and clear of any Lien, other than Liens permitted by Section 7.01.

5.23 Monitoring Contracts. Except to the extent that the failure of the same to be true would not reasonably be expected to have a Material Adverse Effect, all of the Monitoring Contracts to which any Loan Party is a party on the Closing Date are valid, enforceable and in full force and effect in accordance with their terms (except to the extent any lack of such validity, binding effect or enforceability may be the result of Debtor Relief Laws and/or by general principles of equity, whether considered in a proceeding at law or in equity) and all of the Monitoring Contracts to which any Loan Party is a party on the Closing Date are assignable to the Administrative Agent without obtaining the consent of or providing notice to any customer or other Person except as expressly permitted by this Agreement. The Monitoring Contracts are

not chattel paper unless the same have been delivered to the Administrative Agent in accordance with the terms hereof or the DIP Orders. Following the Closing Date, none of the Monitoring Contracts has been pledged, assigned, or otherwise transferred to any Person other than to the Administrative Agent for the benefit of the Secured Parties or otherwise as permitted by this Agreement. Except as would not reasonably be expected to have a Material Adverse Effect, (A) the Borrower's and each other Loan Parties' business and all equipment used in connection with it, are now being utilized, operated and maintained in conformity with the Monitoring Contracts and (B) the Borrower has not, nor has any other Loan Party, in any manner at any time utilized, operated or maintained the Borrower's and each other Loan Party's respective business in a manner that could now or hereafter result in cancellation or termination of any of the Monitoring Contracts, or in liability for damages under any of the Monitoring Contracts nor has the Borrower or any other Loan Party defaulted in its obligations pursuant to any of the Monitoring Contracts, which default could result in the cancellation of any Monitoring Contract or adversely affect the rights of the Borrower or such Loan Party, as applicable, under that Monitoring Contract, other than a default that that is subject to the Automatic Stay or Safe Harbor Provisions. Following the Closing Date, no person has any right to acquire any of the Borrower's or any other Loan Party's accounts except as expressly permitted by this Agreement.

5.24 Alarm Systems. Except to the extent that the failure of the statements set forth in clauses (A) and (B) below would not reasonably be expected to have a Material Adverse Effect, (A) all of the Alarm Systems installed by the Loan Parties that are in use and currently subject to Monitoring Contracts with the Loan Parties (or by sellers under contracts acquired by the Loan Parties) (w) are in good working order and condition (with the exception of: ordinary wear and tear, routine service needs, customer misuse, failure of a customer to report to the Borrower or any other Loan Party any problem known to the customer and customer non-use), (x) have been installed and maintained in accordance with good and workmanlike practices prevailing in the security alarm industry at the time of installation in accordance with the appropriate specifications and standards for the Borrower's and each other Loan Party's business and all Governmental Authorities, (y) conform in all material respects to the contracts pursuant to which they were installed such that the services provided under the Monitoring Contracts are not materially impacted and (z) to the Borrower's and each other Loan Party's knowledge, in no case has an installation of any such Alarm System been made which at the time of installation was in material violation of any applicable Law and (B) neither the Borrower nor any other Loan Party is aware of any material difficulty in obtaining replacement parts for the installed Alarm Systems.

5.25 Alarm Licenses. No alarm license of the Borrower or any other Loan Party has been suspended for more than 3 consecutive Business Days and, to the Borrower's and each other Loan Party's knowledge, there are no unresolved complaints or indictments by any state bureau of consumer affairs or attorney general, except to the extent such suspension, complaints or indictments, as applicable, would not reasonably be expected to have a Material Adverse Effect.

5.26 Dealer Programs. Substantially all of the agreements currently in effect between any of the Borrower or the other Loan Parties and an Approved Alarm Dealer meet the requirements set forth in the definition of "Dealer Program".

5.27 OFAC. Neither the Borrower, nor any of its Subsidiaries, nor, to the knowledge of any Responsible Officer of the Borrower, any director or officer thereof, is a Sanctioned Person, nor is the Borrower or any Subsidiary located, organized or resident in a Designated Jurisdiction.

5.28 EEA Financial Institution. No Loan Party is an EEA Financial Institution.

5.29 [Reserved].

5.30 Beneficial Ownership Certificate. As of the Closing Date, the information included in the Beneficial Ownership Certification is true and correct in all respects.

**ARTICLE VI  
AFFIRMATIVE COVENANTS**

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation (other than contingent or indemnification obligations not then due), hereunder shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding (except to the extent cash collateralized or backstopped, in each case, in a manner agreed to by the Borrower and the applicable L/C Issuer or as to which other arrangements reasonably satisfactory to the applicable L/C Issuer shall have been made), each Loan Party shall, and shall cause each Subsidiary to:

6.01 Financial Statements. Deliver to the Administrative Agent for distribution to each Lender:

(a) as soon as available, but in any event within 120 days after the end of each fiscal year of the Borrower, a consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal year, and the related consolidated statement of income or operations, and consolidated statement of changes in shareholders' equity, and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, such consolidated statements to be audited and accompanied by a report and opinion of Ernst & Young, KPMG or another independent certified public accountant of nationally recognized standing reasonably acceptable to the Required Lenders, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not include an explanatory paragraph expressing substantial doubt about the ability of the Borrower or any Loan Party to continue as a going concern or any qualification or exception as to the scope of such audit, other than any qualification or exception relating to (x) the commencement of the Cases or the events leading thereto, (y) the occurrence of the Maturity Date within one year from the date such opinion is delivered or (z) any potential inability to satisfy any financial maintenance covenants, if any, on a future date or in a future period;

(b) as soon as available, but in any event (i) within 45 days after the end of the first three fiscal quarters of each fiscal year of the Borrower and (ii) within 60 days of the end the last fiscal quarter of each fiscal year (or, in case of the fiscal quarter ending December 31, 2019, 75 days after the end of such fiscal quarter), a consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal quarter, and the related consolidated statement of income or operations, and consolidated statement of changes in shareholders' equity, and cash flows for such fiscal quarter and for the portion of the Borrower's fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail, such consolidated statements to be certified by a Responsible Officer of the Borrower as fairly presenting the financial position, results of operations, shareholders' equity and cash flows of the Borrower and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes, other than any footnotes relating to the commencement of the Cases or the events leading thereto;

(c) (i) on or before the first Business Day of the applicable calendar week, the updated DIP Budget (including to the extent updated in accordance with the first proviso of this subsection (c)) and (ii) on the last Business Day of each calendar week, commencing with the first full calendar week after the Petition Date, a variance report, certified by a Responsible Office comparing each line item of the actual receipts and disbursements for the immediately preceding reporting week (and on a cumulative basis since the Petition Date) with the projected receipts and disbursements for such week (and such cumulative period)

as reflected in the DIP Budget in effect at such time, certifying compliance with Section 7.21, and which report and certification shall be in form and substance acceptable to the Structuring Advisor (the "Variance Report"); *provided* that, from time to time, the Borrower may propose an updated budget (the "Proposed DIP Budget") which shall be consistent in form and substance (other than dollar amounts) with the Initial DIP Budget, that shall be subject to the approval of the Structuring Advisor and the Required Lenders. If such Proposed DIP Budget is approved, it shall then become the "DIP Budget" then in effect; *provided, further* that if the Structuring Advisor rejects such Proposed DIP Budget, then the current DIP Budget will be rolled forward on a week-to-week basis.

6.02 Certificates; Other Information. Deliver to the Administrative Agent and each Lender, in form and detail satisfactory to the Administrative Agent:

- (a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b), a duly completed Compliance Certificate signed by a Responsible Officer of the Borrower;
- (b) on or prior to the last day of each month (or if such day is not a Business Day, the next succeeding Business Day) beginning with the first full month following the Closing Date occurs, a Borrowing Base Certificate prepared as of the close of business of the previous month;
- (c) promptly after any request by the Administrative Agent, copies of any detailed audit reports, management letters or recommendations submitted to the board of directors (or the audit committee of the board of directors) of any Loan Party by independent accountants in connection with the accounts or books of any Loan Party or any of its Subsidiaries, or any audit of any of them;
- (d) promptly after the same are available, copies of each annual report, proxy or financial statement or other report or communication sent to the stockholders of the Borrower, and copies of all annual, regular, periodic and special reports and registration statements which the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;
- (e) promptly after the furnishing thereof, copies of any statement or report furnished to any holder of debt securities of any Loan Party or of any of its Subsidiaries pursuant to the terms of any indenture, loan or credit or similar agreement and not otherwise required to be furnished to the Lenders pursuant to Section 6.01 or any other clause of this Section 6.02;
- (f) as soon as available, but in any event within 120 days after the end of each fiscal year of the Borrower, a report summarizing the insurance coverage (specifying type, amount and carrier) in effect for each Loan Party and its Subsidiaries and containing such additional information as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably specify;
- (g) promptly, and in any event within twenty days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of each notice or other correspondence received from the SEC (or comparable agency in any applicable non-U.S. jurisdiction) concerning any investigation or possible investigation or other inquiry by such agency regarding financial or other operational results of any Loan Party or any Subsidiary thereof;
- (h) not later than five Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of all notices, requests and other documents (including amendments, waivers and other modifications) so received under or pursuant to any instrument, indenture, loan or credit or similar



agreement and, from time to time upon request by the Administrative Agent at the direction of any Lender, such information and reports regarding such instruments, indentures and loan and credit and similar agreements as the Administrative Agent may reasonably request;

(i) promptly after the assertion or occurrence thereof, notice of any action or proceeding against or of any noncompliance by any Loan Party or any of its Subsidiaries with any Environmental Law or Environmental Permit that would reasonably be expected to have a Material Adverse Effect;

(j) as soon as available, and in any event within 45 days after the end of each quarter of each fiscal year of the Borrower (including the fiscal quarter which began prior to the Closing Date) and within 120 days after the end of each fiscal year of the Borrower:

(i) a rolling 12-month attrition report (including unit and dollar attrition) for the period of twelve months most recently ended for which financial statements are required to be delivered pursuant to Section 6.01(a) or Section 6.01(b);

(ii) a roll-forward schedule of all RMR and all Eligible RMR (in both accounts and dollar RMR) for the period of twelve months most recently ended for which financial statements are required to be delivered pursuant to Section 6.01(a) or Section 6.01(b); and

(iii) a report regarding credit scores for all customers as of the end of the fiscal quarter or fiscal year most recently ended for which financial statements are required to be delivered pursuant to Section 6.01(a) or Section 6.01(b);

(k) within one (1) Business Day after any delivery thereof, copies of all material written reports and presentations delivered by or on behalf of any Loan Party to the Committee or any other party in interest in the Cases that have not been filed publicly on the Bankruptcy Court's docket within such period;

(l) concurrently with or before delivery of the financial statements referred to in Section 6.01(a), a list of all applications for registration of material intellectual property filed by a Loan Party with the United States Patent and Trademark Office, the United States Copyright Office or any similar office in any other country, if any, during the previous fiscal year;

(m) promptly, such additional information regarding the business, financial, legal or corporate affairs of any Loan Party or any Subsidiary thereof (including, without limitation, information and documentation reasonably requested by Agent or any Lender for purposes of compliance with the Beneficial Ownership Regulation or applicable "know your customer" requirements under the USA Patriot Act or other applicable anti-money laundering laws), or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender may from time to time reasonably request; and

(n) promptly after any request therefore by the Administrative Agent, any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified in parts (c) or (d) of such certification, a new Beneficial Ownership Certification.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(c) (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

Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (i) the Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender upon its request to the Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (ii) the Borrower shall notify the Administrative Agent and each Lender (by facsimile or electronic mail) of the posting of any such documents and 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 to maintain paper copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request by a Lender for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders and the L/C Issuer materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on Debt Domain, IntraLinks, SyndTrak or another similar electronic system (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information (within the meaning of the United States federal securities Laws) with respect to the Borrower, its Affiliates or any other entity, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arranger, the Structuring Advisor, the L/C Issuer and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its Affiliates, or their respective securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 10.07); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (z) the Administrative Agent, the Arranger and the Structuring Advisor shall each be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information".

6.03 Notices. Promptly notify the Administrative Agent and each Lender:

(a) of the occurrence of any Default;

(b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including (i) breach or non-performance of, or any default under, a Contractual Obligation of the Borrower or any Subsidiary (other than resulting solely from the filing of the Cases), (ii) any notice of any party seeking relief from the Automatic Stay other than as expressly authorized under the DIP Orders, (iii) any dispute, litigation, investigation, proceeding or suspension between the Borrower or any Subsidiary and any Governmental Authority; and (iv) the commencement of, or any material development in, any material litigation or proceeding affecting the Borrower or any Subsidiary, including pursuant to any applicable Environmental Laws;

- (c) of the occurrence of any ERISA Event that could reasonably be expected to result in a material liability to the Borrower or any of its Subsidiaries;
- (d) of any material change in accounting policies or financial reporting practices by any Loan Party or any Subsidiary thereof; and
- (e) of the (i) occurrence of any Disposition of property or assets for which the Borrower is required to make a mandatory prepayment pursuant to Section 2.04(b)(ii), (ii) incurrence or issuance of any Indebtedness for which the Borrower is required to make a mandatory prepayment pursuant to Section 2.04(b)(iii), and (iii) receipt of any Extraordinary Receipt for which the Borrower is required to make a mandatory prepayment pursuant to Section 2.04(b)(iv).

Each notice pursuant to this Section 6.03 (other than Section 6.03(e)) shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto. Each notice pursuant to Section 6.03(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

**6.04 Payment of Obligations.** Subject to Section 7.21, and the DIP Orders, pay and discharge as the same shall become due and payable, all its obligations and liabilities, including (a) all Tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the Borrower or such Subsidiary; (b) all lawful claims which, if unpaid, would by law become a Lien upon its property prohibited by Section 7.01; and (c) all Indebtedness, as and when due and payable, but subject to any subordination provisions contained in any instrument or agreement evidencing such Indebtedness.

**6.05 Preservation of Existence, Etc.** (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization except in a transaction permitted by Section 7.04 or 7.05; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which would reasonably be expected to have a Material Adverse Effect.

**6.06 Maintenance of Properties.** (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; (b) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so would not reasonably be expected to have a Material Adverse Effect; and (c) use the standard of care typical in the industry in the operation and maintenance of its facilities.

**6.07 Maintenance of Insurance.** Maintain with financially sound and reputable insurance companies not Affiliates of the Borrower, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons and providing for not less than 30 days' prior notice to the Administrative Agent of termination, lapse or cancellation of such insurance.

**6.08 Compliance with Laws.** Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such

instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith would not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. (a) Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of the Borrower or such Subsidiary, as the case may be; and (b) maintain such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over the Borrower or such Subsidiary, as the case may be.

6.10 Inspection Rights. Subject at all times to Section 10.07, permit representatives and independent contractors of the Administrative Agent and each Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided, however, that when an Event of Default exists the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and without advance notice. Without limiting the foregoing, the Administrative Agent (acting at the direction of the Required Lenders) may, from time to time in its discretion, at the Borrower's expense conduct a field audit of the Loan Parties and their assets; provided, however, that so long as no Default or Event of Default has occurred and is continuing, the Borrower shall be not obligated to reimburse the Administrative Agent for the expense of any such field audit more often than once per year. The Borrower shall also permit the Administrative Agent (at the expense of the Borrower) to perform up to one additional field audit per year in consultation with the Borrower.

6.11 Use of Proceeds. Use the proceeds of the Credit Extensions to pay expenditures set forth in the DIP Budget, expressly permitted by the DIP Orders and not otherwise prohibited by Section 7.10 of this Agreement or otherwise in any Loan Document.

6.12 Final Order. Cause the Final Order Entry Date to occur on or prior to the Interim Facility Maturity Date.

6.13 Compliance with Environmental Laws. Comply, and cause all lessees and other Persons operating or occupying its properties to comply, in all material respects, with all applicable Environmental Laws and Environmental Permits; obtain and renew all Environmental Permits necessary for its operations and properties; and conduct any investigation, study, sampling and testing, and undertake any cleanup, removal, remedial or other action necessary to remove and clean up all Hazardous Materials from any of its properties, in accordance with the requirements of all Environmental Laws; provided, however, that neither the Borrower nor any of its Subsidiaries shall be required to undertake any such cleanup, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and appropriate reserves are being maintained with respect to such circumstances in accordance with GAAP.

6.14 Further Assurances. Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, (i) correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation thereof, and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent or any Lender through the

Administrative Agent, may reasonably require from time to time in order to (A) carry out more effectively the purposes of the Loan Documents, (B) to the fullest extent permitted by applicable Law, subject any Collateral to the Liens now or hereafter intended to be covered by the terms of this Agreement, (C) perfect and maintain the validity, effectiveness and priority of any of the Liens intended to be created hereunder, and (D) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights granted or now or hereafter intended to be granted to the Secured Parties under any Loan Document or under any other instrument executed in connection with any Loan Document to which any Loan Party is or is to be a party. Except in accordance with the Plan of Reorganization, no Loan Party or Subsidiary thereof shall form or acquire any Subsidiary, whether direct or indirect, after the Closing Date. Each Loan Party shall, and shall cause each of its Subsidiaries, to take such additional actions as may be necessary or desirable to ensure a valid first priority perfected Lien over the assets of each Loan Party and Subsidiary thereof, subject only to the Carve-Out and the Pre-Petition Priority Liens.

6.15 Cash Management Systems; Payment of Professional Fees. All deposit and securities accounts of the Loan Parties shall be Controlled Accounts, other than Excluded Deposit Accounts. The Loan Parties shall deposit all receivables, securities, cash and Cash Equivalents (other than amounts permitted to be deposited in Excluded Deposit Accounts) into a Controlled Account. Upon the occurrence and during the continuance of an Event of Default, all deposits in such Controlled Accounts shall be transferred to an account designated by the Structuring Advisor on each Business Day and applied to repay the outstanding Obligations in accordance with Section 8.03. The cash management system of the Loan Parties shall be otherwise maintained in a manner reasonably satisfactory to the Structuring Advisor and the Required Lenders, it being agreed that the Borrower's existing arrangements with JPMorgan Chase Bank, N.A., JPMorgan Chase Bank, N.A. — Toronto Branch, The Bank of New York Mellon, Merrill Lynch, Pierce, Fenner & Smith Incorporated, US Bank, and Bank of America, N.A are acceptable to the Structuring Advisor and the Required Lenders. Any cash management order shall be in form and substance satisfactory to the Structuring Advisor and the Required Lenders and shall not be modified in any material respect without their prior written consent. All Professional Fees at any time paid by the Loan Parties, or any of them, shall be paid by the Loan Parties pursuant to an order of the Bankruptcy Court, including, without limitation the DIP Orders and pursuant to the DIP Budget.

6.16 Compliance with Terms of Leaseholds. Make all payments and otherwise perform all obligations in respect of all leases of real property to which the Borrower or any of its Subsidiaries is a party, keep such leases in full force and effect and not allow such leases to lapse or be terminated or any rights to renew such leases to be forfeited or cancelled, and cause each of its Subsidiaries to do so, except, in any case, where the failure to do so, either individually or in the aggregate, would not be reasonably likely to have a Material Adverse Effect.

6.17 Material Contracts. Perform and observe all the terms and provisions of each Material Contract to be performed or observed by it, maintain each such Material Contract in full force and effect, enforce each such Material Contract in accordance with its terms, and cause each of its Subsidiaries to do so, except, in any case, as such Material Contract may not be enforced solely as a result of the filing of the Cases or where the failure to do so, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

6.18 Financing Statements. From and after the Closing Date, the Borrower will continue to (i) make all filings in all necessary jurisdictions in accordance with applicable provisions of the UCC as in effect in such jurisdictions (including but not limited to filings of financing statements, together with all necessary amendments and continuations thereof, identifying the seller of such Monitoring Contracts and identifying the applicable Loan Party as the buyer) as may be required in connection with the sale of Monitoring Contracts to the Borrower under Approved Alarm Purchase Agreements and (ii) conduct lien

searches in all appropriate jurisdictions in order to confirm that it acquires all such Monitoring Contracts free and clear of any Lien of record. The Borrower hereby irrevocably authorizes the Administrative Agent, for the benefit of the Lenders, at any time after the occurrence and during the continuance of an Event of Default, to file in any filing office in any appropriate UCC jurisdiction one or more amendments, continuations, assignments or other documents for the purpose of assigning to the Administrative Agent, for the benefit of the Loan Parties, the Borrower's security interests evidenced by any and all financing statements filed by the Borrower or any other Person in connection with the sale to the Borrower of Monitoring Contracts under Approved Alarm Purchase Agreements, in each case, without the signature or further action or consent of the Borrower.

6.19 Review of Approved Alarm Purchase Agreements. From time to time the Borrower shall permit the Structuring Advisor to review samples, selected by the Structuring Advisor, of the Borrower's purchase agreements relating to purchases of Monitoring Contracts that the Borrower has deemed to constitute Approved Alarm Purchase Agreements.

6.20 Monitoring Contract Documents. All newly acquired Monitoring Contract Documents to which any Loan Party is a party acquired after the Closing Date shall be electronic contracts or reasonably promptly scanned for electronic back-up upon acquisition. The Loan Parties shall cause all original Monitoring Contract Documents to be filed and stored at Iron Mountain or One Safe Place or with another archiving company acceptable to the Required Lenders.

6.21 [Reserved].

6.22 Quarterly Lender Calls. Upon the request of the Administrative Agent (acting at the direction of the Required Lenders), on a date to be mutually agreed upon by the Borrower and the Administrative Agent (acting at the direction of the Required Lenders) (a "Quarterly Lender Call Date") following the end of each fiscal quarter, commencing with the first full quarter ending after the Closing Date, holding a conference call (at a time mutually agreed upon by the Borrower and the Administrative Agent (acting at the direction of the Required Lenders) but, in any event, no earlier than the Business Day following the delivery of annual or quarterly financial statements pursuant to Sections 6.01(a) and 6.01(b), as applicable, for such fiscal quarter or such year) with all Lenders who choose to attend such conference call, during which conference call the Borrower shall discuss the year-to-date financial conditions and results of operations for such fiscal quarter or year of the Loan Parties.

## **ARTICLE VII NEGATIVE COVENANTS**

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation (other than contingent or indemnification obligations not then due) hereunder shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding (except to the extent cash collateralized or backstopped, in each case, in a manner agreed to by the Borrower and the applicable L/C Issuer or as to which other arrangements reasonably satisfactory to the applicable L/C Issuer shall have been made), each Loan Party shall not, nor shall it permit any Subsidiary to, directly or indirectly following the Closing Date:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

- (a) Liens pursuant to any Loan Document;

(b) Liens existing as of the Closing Date and listed on Schedule 5.08(b) hereto; provided that (i) the property covered thereby is not changed, (ii) the amount secured or benefited thereby is not increased except as contemplated by Section 7.02(e), (iii) the direct or any contingent obligor with respect thereto is not changed, and (iv) any renewal or extension of the obligations secured or benefited thereby is permitted by Section 7.02(e);

(c) Liens for taxes (i) not yet due or which 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 GAAP and (ii) the nonpayment of which is permitted or required by the Bankruptcy Code;

(d) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 30 days or which 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;

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

(f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(g) easements, rights-of-way, restrictions and other similar encumbrances affecting real property which do not materially interfere with the ordinary conduct of the business of the applicable Person;

(h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h);

(i) Liens securing Indebtedness permitted under Section 7.02(g); provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness and (ii) the Indebtedness secured thereby does not exceed the cost or fair market value, whichever is lower, of the property being acquired on the date of acquisition;

(j) Liens arising by virtue of any statutory or common law provisions with respect to deposit accounts;

(k) [reserved];

(l) [reserved];

(m) Liens on Monitoring Contracts acquired from new Approved Alarm Dealers that secure residual contingent obligations to previous buyers of Monitoring Contracts from such Approved Alarm Dealers that will be terminated in the ordinary course of business; provided that, upon each such acquisition, the percentage of the Loan Parties' Monitoring Contracts subject to such Liens shall not exceed 5% of all of the Loan Parties' Monitoring Contracts;

(n) [reserved];

(o) [reserved];

(p) [reserved];

(q) Liens securing refinancing, refunding, renewing or extending Indebtedness expressly permitted under Section 7.02(g) to the extent such Liens do not extend to property not securing, and do not have greater priority than the Liens securing, the original Indebtedness;

(r) any interest or title of a lessor, sublessor, licensor or sublicensor under any lease, sublease, license or sublicense entered into by the Borrower or any of its Subsidiaries in the ordinary course of business and covering only the assets so leased or licensed;

(s) Liens on insurance policies and proceeds thereof securing the financing of the premiums with respect thereto;

(t) Liens on cash or cash equivalents used to defease or satisfy and discharge Indebtedness permitted under Section 7.02;

(u) Liens securing the Pre-Petition Indebtedness, including, without limitation, the Pre-Petition Letters of Credit;

(v) Pre-Petition Priority Liens; and

(w) Adequate Protection Liens;

*provided* that all Permitted Liens (other than the Carve-Out and Pre-Petition Priority Liens), while any portion of the Obligations remain outstanding, shall at all times be junior and subordinate to the Liens granted under the Loan Documents and the DIP Orders, which prohibition specifically restricts, without limitation, any Loan Party, the Committee, or any other party-in-interest in the Cases or any successor case, from priming or creating Liens *pari passu* with any Liens of the Administrative Agent, the Lenders (other than the Carve-Out and Pre-Petition Priority Liens) irrespective of whether such Liens may be “adequately protected”.

7.02 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except:

(a) obligations (contingent or otherwise) existing or arising under any Swap Contract, provided that such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with fluctuations in interest rates or foreign exchange rates or other risks;

(b) Indebtedness of the Borrower or a Subsidiary of the Borrower owed to the Borrower or a wholly-owned (directly or indirectly) Subsidiary of the Borrower to the extent such Investment is permitted by Section 7.03; provided that (x) all such Indebtedness of any Loan Party owed to any Subsidiary that is not a Loan Party must be expressly subordinated to the Obligations of such Loan Party (in the case of any such Indebtedness in excess of \$1,000,000 in the aggregate at any one time outstanding; on terms reasonably acceptable to the Administrative Agent (acting at the direction of the Required Lenders)) and (y) all such Indebtedness made by a Loan Party to the extent evidenced by a promissory note shall be pledged to the Administrative Agent to the extent required pursuant to the terms hereof;

(c) Indebtedness under the Loan Documents;



(d) Indebtedness outstanding under the Senior Unsecured Note Documents as of the date hereof;

(e) Indebtedness outstanding on the Closing Date and listed on Schedule 7.02 hereto; provided that the amount of such Indebtedness is not increased at the time of such refinancing, refunding, renewal or extension except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments unutilized thereunder and the direct or any contingent obligor with respect thereto is not changed, as a result of or in connection with such refinancing, refunding, renewal or extension; and provided, still further, that the terms relating to principal amount, amortization, maturity, collateral (if any) and subordination (if any), and other material terms taken as a whole, of any such refinancing, refunding, renewing or extending Indebtedness, and of any agreement entered into and of any instrument issued in connection therewith, are no less favorable in any material respect to the Loan Parties or the Lenders than the terms of any agreement or instrument governing the Indebtedness being refinanced, refunded, renewed or extended and the interest rate applicable to any such refinancing, refunding, renewing or extending Indebtedness does not exceed the then applicable market interest rate;

(f) Guarantees of the Borrower or any Guarantor in respect of Indebtedness otherwise permitted hereunder of the Borrower or any other Guarantor and Guarantees of any Subsidiary of the Borrower (other than a Loan Party) in respect of Indebtedness otherwise permitted hereunder of the Borrower or any of its Subsidiaries;

(g) Indebtedness in respect of Capitalized Leases, Synthetic Lease Obligations and purchase money obligations for fixed or capital assets and any refinancings, refundings, renewals or extensions thereof within the limitations set forth in Section 7.01(i); provided, however, that the aggregate amount of all such Indebtedness at any one time outstanding shall not exceed \$10,000,000;

(h) the Pre-Petition Indebtedness, as outstanding as of the date hereof;

(i) [reserved];

(j) [reserved];

(k) [reserved];

(l) [reserved];

(m) obligations in respect of performance, bid, customs, government, appeal and surety bonds, performance and completion guaranties and similar obligations provided by the Borrower or any of its Subsidiaries, in each case in the ordinary course of business; and

(n) Indebtedness owing to any insurance company in connection with the financing of any insurance premiums permitted by such insurance company in the ordinary course of business.

7.03 Investments. Make or hold any Investments or acquire any Monitoring Contract, except:

(a) Investments held by the Borrower and its Subsidiaries in the form of Cash Equivalents;

(b) advances to officers, directors and employees of the Borrower and Subsidiaries in an aggregate amount not to exceed \$1,000,000 at any time outstanding, for travel, entertainment, relocation and analogous ordinary business purposes;

(c) (i) Investments by the Borrower and its Subsidiaries in their respective Subsidiaries outstanding as of the Petition Date and (ii) additional Investments by the Borrower and its Subsidiaries in Loan Parties;

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(e) Guarantees permitted by Section 7.02;

(f) Investments existing as of the Closing Date (other than those referred to in Section 7.03(c)(i)) and set forth on Schedule 5.08(e) hereto;

(g) [reserved];

(h) [reserved];

(i) loans to Approved Alarm Dealers included in the DIP Budget in an amount not to exceed \$15,000,000 at any time outstanding;

(j) Investments in Swap Contracts permitted by Section 7.02; and

(k) [reserved.]

7.04 Fundamental Changes. Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions and including by way of a Division/Series Transaction) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Default exists or would result therefrom, the Loan Parties may consummate the Merger and any other transaction in accordance with the Plan of Reorganization.

7.05 Dispositions. Make any Disposition except:

(a) Dispositions of obsolete or worn out property or property no longer used or useful in the business, whether now owned or hereafter acquired, in the ordinary course of business;

(b) Dispositions of inventory and other property in the ordinary course of business;

(c) Dispositions of equipment or real property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement property;

(d) Dispositions of property by any Subsidiary to the Borrower or to a wholly-owned Subsidiary of the Borrower; provided that if the transferor of such property is a Guarantor, the transferee thereof must either be the Borrower or a Guarantor;

- (e) Dispositions permitted by Sections 7.01, 7.03, 7.04 and 7.06;
- (f) non-exclusive licenses of IP Rights in the ordinary course of business and substantially consistent with past practice for terms not exceeding five years; and
- (g) Dispositions not exceeding \$1,000,000 of delinquent accounts receivable or delinquent notes receivable arising in the ordinary course of business to the extent reasonably necessary in order to prevent or limit loss.

provided, however, that any Disposition pursuant to Section 7.05(a) through (c) and (f) shall be for fair market value.

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that, so long as no Default or Event of Default shall have occurred and be continuing at the time of any action described below or would result therefrom:

(a) each Subsidiary may make Restricted Payments to the Borrower, any Subsidiaries of the Borrower that are Guarantors and any other Person that owns a direct Equity Interest in such Subsidiary, ratably according to their respective holdings of the type of Equity Interest in respect of which such Restricted Payment is being made;

(b) [reserved];

(c) [reserved];

(a) the Borrower may declare and pay cash dividends not to exceed an amount necessary to permit the Parent to pay (i) franchise fees or similar taxes and fees required to maintain Parent's corporate existence, and (ii) the Borrower's and its Subsidiaries' proportionate share (calculated as if the Borrower and its Subsidiaries were a separate taxpayer from the Parent) of the tax liability of the affiliated group of corporations that file consolidated Federal income tax returns (or that file state and local income tax returns on a consolidated basis) of which Parent is the common parent;

(b) [reserved];

(c) [reserved];

(d) the Borrower and its Subsidiaries may consummate the Rights Offering (as defined in the Restructuring Support Agreement).

7.07 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrower and its Subsidiaries on the Closing Date or any business substantially related or incidental thereto.

7.08 Transactions with Affiliates. Enter into any transaction of any kind after the Closing Date (other than as permitted by Section 7.03 or Section 7.06) with any Affiliate of the Borrower other than (a) on fair and reasonable terms substantially as favorable or no less favorable to the Borrower or such Subsidiary as would be obtainable by the Borrower or such Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate (b) transactions between the Borrower and a Guarantor, between Guarantors or between Subsidiaries that are not Guarantors, (c) overhead arrangements among the Borrower and its Subsidiaries that are allocated fairly and reasonably and consistent with

historical practice, (d) customary corporate and operating services (including legal, administrative and accounting services) provided by the Borrower to the Parent in the ordinary course of business and consistent with past practices (e) other transactions consented to by the Structuring Advisor and (f) the Merger.

7.09 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) limits the ability (i) of any Subsidiary to make Restricted Payments to the Borrower or any Guarantor or to otherwise transfer property to or make advances to the Borrower or any Guarantor, except pursuant to any agreement in effect (A) on the Closing Date and set forth on Schedule 7.09 to this Agreement (ii) of any Guarantor to Guarantee the Indebtedness of the Borrower or (iii) of the Borrower or any Guarantor to create, incur, assume or suffer to exist Liens on property of such Person; provided, however, that clauses (i) and (iii) shall not prohibit any negative pledge or transfer restriction incurred or provided in favor of any holder of Indebtedness permitted under Section 7.02(g) or Section 7.02(i) solely to the extent any such negative pledge or transfer restriction relates to the property financed by or the subject of such Indebtedness and clauses (i), (ii) and (iii) shall not apply to customary restrictions and conditions contained in agreements relating to the assignment of such agreement or the transfer of all or substantially all the assets of a Subsidiary or the transfer of Equity Interests of a Subsidiary or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person; provided that this Section 7.09 shall not apply to any restriction in the Senior Unsecured Note Documents or the Pre-Petition Loan Documents so long as the material restrictions contained therein, taken as a whole, are at no time less favorable in any material respect to the Loan Parties or the Lenders than the restrictions contained therein on the Closing Date.

7.10 Use of Proceeds. None of the Loan Parties shall use, or permit any of its Subsidiaries to use, any proceeds from the Loans, directly or indirectly, for any purposes other than to pay or fund:

- (a) to refinance the Pre-Petition Revolving Facilities,
- (b) certain costs, fees and expenses related to the Cases,
- (c) Adequate Protection Obligations,
- (d) the Cash Collateralization of the Pre-Petition Letters of Credit in an amount equal to 103% of the face amount thereof, which shall not exceed \$1,030,000,
- (e) the Cash Collateralization of other letters of credit as approved by the Required Lenders from time to time in their sole discretion;
- (f) to fund the Carve-Out as described more fully in the DIP Orders, and
- (g) the working capital needs of the Borrower and the other Loan Parties during the Case;
- (h) in each case, in accordance with the DIP Budget and the DIP Orders.

Notwithstanding anything to the contrary contained in any Loan Document, none of the proceeds of the Loans and none of the Obligations, the cash collateral, the Collateral or the Carve-Out may be used for the following purposes: to (i) object, contest or raise any defense to, the validity, perfection, priority, extent or enforceability of any amount due under the Credit Documents, the Pre-Petition Revolving Facility or the Pre-Petition Loan Documents, or the liens, security interests or claims granted under the Interim DIP Order, the Final DIP Order, this Agreement, the other Loan Documents or the Pre-Petition Loan

Documents, (ii) investigate, initiate or prosecute any claims and defenses or causes of action against any of the Administrative Agent, the Lenders, the Pre-Petition Lenders, the Pre-Petition Secured Parties, or their respective agents, affiliates, representatives, attorneys or advisors under or relating to the Pre-Petition Revolving Facility, the Pre-Petition Indebtedness, the Pre-Petition Loan Documents, the Pre-Petition Collateral or the Loan Documents, (iii) prevent, hinder or otherwise delay the Administrative Agent's or any Lender's assertion, enforcement or realization on the cash collateral or the Collateral in accordance with the Loan Documents, (iv) seek to modify any of the rights granted to the Administrative Agent, the Lenders, the Pre-Petition Lenders or the Pre-Petition Secured Parties hereunder or under the Loan Documents or the Pre-Petition Loan Documents, in each of the foregoing cases without such parties' prior written consent or (v) pay any amount on account of any claims arising prior to the Petition Date, to fund acquisitions, capital expenditures, capital leases, or any other expenditure, unless such payments or expenditures are (A) approved by an order of the Bankruptcy Court and (B) in accordance with this Agreement and any relevant DIP Budget; provided that, advisors to the Committee may investigate the Pre-Petition Indebtedness and the Liens on the Pre-Petition Collateral, at an expense for such investigation not to exceed \$25,000.00.

7.11 Liquidity. Permit Liquidity to, at any time, to be less than \$10,000,000.

7.12 Case Matters.

(a) assert, file or seek, or consent to the filing or the assertion of or joinder in, or use any portion of the proceeds of the Loans, Obligations, the Collateral, the Carve-Out or cash collateral to compensate services rendered or expenses incurred in connection with, any claim, counterclaim, action, proceeding, order, application, pleading, motion, objection, any other papers or documents, defense (including offsets and counterclaims of any nature or kind), or other contested matter (including any of the foregoing the purpose of which is to seek or the result of which would be to obtain any order, judgment, determination, declaration, or similar relief):

(i) avoiding, re-characterizing, recovering, reducing, subordinating (except pursuant to the DIP Orders), disallowing, or otherwise challenging (under Sections 105, 506(c), 542, 543, 544, 545, 547, 548, 549, 550, 551, 552(b), or 553 of the Bankruptcy Code or applicable non-bankruptcy law), in each case, in whole or in part, of the Obligations, the DIP Liens, the Pre-Petition Indebtedness, the Pre-Petition Revolving Facility, the Pre-Petition Loan Documents or the Pre-Petition Liens; reversing, modifying, amending, staying or vacating the DIP Orders, without the prior written consent of the Administrative Agent (acting at the direction of the Structuring Advisor and the Required Lenders);

(ii) granting priority for any administrative expense, secured claim or unsecured claim against the Borrower or any of the Guarantors (now existing or hereafter arising of any kind or nature whatsoever, including without limitation any administrative expenses of the kind specified in, or arising or ordered under, Sections 105, 326, 327, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546, 726, 1113 and 1114 of the Bankruptcy Code) equal or superior to the priority of the Administrative Agent and the Lenders in respect of the Obligations, except as provided under the Carve-Out or to the extent expressly permitted under the DIP Orders;

(iii) granting or imposing under Sections 364(c) or 364(d) of the Bankruptcy Code or otherwise, any additional financing under such sections or any Lien equal or superior to the priority of the DIP Liens except to the extent expressly permitted under the DIP Orders;

(iv) permitting the use of cash collateral as defined in Section 363 of the Bankruptcy Code, except as expressly permitted by the DIP Orders or this Agreement; or

(v) modifying, altering, or impairing in any manner any of the DIP Liens or the Pre-Petition Liens, or any the Administrative Agent's, the Lenders' or the Pre-Petition Secured Parties' rights or remedies under the DIP Orders, this Agreement, or any of the Loan Documents or any documents related thereto (including the right to demand payment of all Obligations and Adequate Protection Obligations, as applicable, and to enforce its Liens and security interests in the Collateral and the Pre-Petition Collateral, as applicable), whether by plan of reorganization or liquidation, order of confirmation, or any financings of, extensions of credit to, or incurring of debt by any Loan Party or otherwise, whether pursuant to Section 364 of the Bankruptcy Code or otherwise;

(b) without the prior written consent of the Administrative Agent (acting at the direction of the Structuring Advisor and the Required Lenders), seek or consent to any order (i) dismissing any of the Cases under Sections 105, 305 or 1112 of the Bankruptcy Code or otherwise; (ii) converting any of the Cases to cases under Chapter 7 of the Bankruptcy Code; (iii) appointing a Chapter 11 trustee in any of the Cases; (iv) appointing an examiner with enlarged powers beyond those set forth in sections 1104(d) and 1106(a)(3) and (4) of the Bankruptcy Code in any of the Cases; or (v) granting a change of venue with respect to any Case or any related adversary proceeding;

(c) make any payments or transfer any property on account of claims asserted by any vendors of any Loan Party for reclamation in accordance with Section 2-702 of any applicable UCC and Section 546(c) of the Bankruptcy Code, unless otherwise ordered by the Bankruptcy Court upon prior notice to the Administrative Agent or unless otherwise consented to by the Administrative Agent (at the direction of the Structuring Advisor).

(d) return any inventory or other property to any vendor pursuant to Section 546(g) of the Bankruptcy Code, unless otherwise ordered by the Bankruptcy Court in accordance with Section 546(g) of the Bankruptcy Code upon prior notice to the Administrative Agent or unless otherwise consented to by the Administrative Agent (at the direction of the Structuring Advisor);

(e) propose to supplement, amend or otherwise modify the Plan of Reorganization or the Plan Documentation filed on the Petition Date without the prior written consent of the Administrative Agent (at the direction of the Structuring Advisor) (such consent not to be unreasonably withheld);

(f) propose to supplement, amend or otherwise modify the Restructuring Support Agreement in a manner materially adverse to the interests of the Administrative Agent or the Lenders, without the prior written consent of the Structuring Advisor and the Required Lenders (such consents not to be unreasonably withheld, conditioned or delayed); or

(g) propose to the Bankruptcy Court, or otherwise, a sale of all or substantially all of the Collateral, without the prior written consent of the Structuring Advisor and the Required Lenders.

7.13 Amendments to Organization Documents. Amend any of its Organization Documents except to the extent such amendment would not be materially adverse to the interests of the Lenders.

7.14 Accounting Changes. Make any change in (a) accounting policies or reporting practices, except as required by GAAP, or (b) fiscal year.

7.15 Amendments to Material Contracts and Other Agreements. Assume, reject, amend, restate, supplement or otherwise modify, or breach, cancel or otherwise terminate (or, as relevant, repay or prepay in its entirety) (whether pursuant to Section 365 of the Bankruptcy Code or any other applicable Law or otherwise) (a) any Monitoring Contract, Approved Alarm Purchase Agreement, (b) any Material Contract, or the (c) the Pre-Petition Loan Agreement, in each case, except to the extent such assumption, rejection, amendment, restatement, supplement, modification, breach, cancellation, termination, repayment or prepayment would not be materially adverse to the interests of the Administrative Agent, the Structuring Advisor and the Lenders.

7.16 Central Stations. The Borrower shall not, nor shall any other Loan Party, contract with any Person (other than another Loan Party or a Subsidiary) acting as the primary servicer or central station with respect to Monitoring Contracts other than an Approved Central Station; provided, that (x) for 6 months following the consummation of an acquisition of a Person (or such longer period as agreed to by the Administrative Agent in its sole discretion), assets or Monitoring Contracts permitted under Section 7.03(g) or (y) 3 months following the consummation of an acquisition of any Monitoring Contracts permitted under Section 7.03(h) (or such longer period as agreed to by the Administrative Agent in its sole discretion), in either case, the Loan Parties may continue to contract with a primary servicer or central station other than an Approved Central Station with respect to such acquired Monitoring Contracts, but shall comply with the requirements of the definition of Approved Central Station not later than the conclusion of the applicable periods set forth in clauses (x) and (y) above.

7.17 Alarm Licenses. Have any alarm license suspended for more than 3 consecutive Business Days, except to the extent such suspension would not reasonably be expected to have a Material Adverse Effect.

7.18 Prepayments. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner or make any payment of any Indebtedness other than:

- (a) prepayment of the Pre-Petition Revolving Facility in accordance with the DIP Orders, including, without limitation the Cash Collateralization of the Pre-Petition Letters of Credit in an amount equal to 103% of the face amount thereof, which shall not exceed \$1,030,000;
- (b) payments of the Obligations in accordance with the terms of this Agreement;
- (c) payments in respect of Capitalized Leases; and
- (d) payments under the Pre-Petition Loan Agreement in accordance with the DIP Orders;
- (e) mandatory prepayments under the Pre-Petition Loan Agreement made with Declined Proceeds.

7.19 Amendments to Orders. Amend, modify or waive (or make any payment consistent with an amendment, modification or waiver of), or apply to the Bankruptcy Court for authority to make any amendment, modification or waiver of, any provision of the Interim DIP Order or the Final DIP Order without in each case the prior written consent of the Administrative Agent (at the direction of the Structuring Advisor) and the Required Lenders (in each case, such consent not to be unreasonably withheld, conditioned or delayed).

7.20 Assignability of Monitoring Contracts. Enter into or acquire any Monitoring Contract for which the services provided thereunder are not freely assignable or transferrable to a third party; provided that that the foregoing restriction shall not apply to (i) Monitoring Contracts generated under the Master Sales and Services Agreement, dated as of July 14, 2017, between the Company and Nest Labs, Inc. (as amended, restated, amended and restated, replaced (with Nest Labs, Inc. or any other affiliate of Alphabet Inc.), supplemented or otherwise modified from time to time, the "Nest Agreement") and (ii) Monitoring Contracts (excluding Monitoring Contracts generated under the Nest Agreement) that represent, in the aggregate, less than 5% of the Eligible RMR.

7.21 Disbursements; DIP Budget Variance.

(a) Make any disbursements other than those set forth in the DIP Budget (or as otherwise permitted in accordance with the terms of the DIP Orders);  
or

(b) As of the last Business Day of every calendar week after the Petition Date (each such date, a "Test Date"), with the first Test Date being the last Business Day of the third full calendar week after the Petition Date, cause or permit the actual amounts of aggregate disbursements (other than professional fees and restructuring charges related to the Cases (including Chapter 11 trustee fees and professional fees and expenses incurred by the Administrative Agent, the Structuring Advisor, the Lenders and the Loan Parties)) and cash receipts for such initial three week period and thereafter, each rolling four-week period, to be greater than (in the case of expenditures) or less than (in the case of cash receipts), 15% of such aggregate amounts for such periods, as set forth in the applicable DIP Budget as certified to the Administrative Agent by each Responsible Officer in the applicable Variance Report; provided that if a Proposed DIP Budget becomes the DIP Budget pursuant to Section 6.01(c) then the applicable DIP Budget for the weeks preceding the first week of such Proposed DIP Budget shall be the DIP Budget that preceded such Proposed DIP Budget.

7.22 Controlled Accounts. Utilize the funds contained in the Controlled Accounts, except as set forth in the applicable DIP Order and Cash Management Order. If no Default or Event of Default has occurred and is continuing, the Loan Parties may invest the funds in any Controlled Account as permitted by the Bankruptcy Court, the DIP Budget or Section 7.03(a). Each Loan Party shall ensure that all payments received by it are deposited directly into a Controlled Account.

## ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to (i) pay when and as required to be paid herein, any amount of principal of any Loan or any L/C Obligation or deposit any funds as Cash Collateral in respect of L/C Obligations, or (ii) pay within three Business Days after the same becomes due, any interest on any Loan or on any L/C Obligation, or any fee due hereunder, or (iii) pay within five days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. The Borrower fails to perform or observe any term, covenant or agreement contained in (A) any of Section 6.01(c)(i), 6.02(b), 6.03, 6.05 (with respect to the Borrower), 6.10, 6.11, 6.12, 6.15 or Article VII; or (B) any of Section 6.01 (other than 6.01(c)) or 6.02 (other than 6.02(b)) and such failure continues for 10 days after the earlier of (x) actual knowledge thereof by any Responsible Officer or (y) receipt by the Borrower of a Notice of Default with respect thereto; or



(c) Other Defaults. Any Loan Party or the Parent fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days after the earlier of (x) actual knowledge thereof by any Responsible Officer or (y) receipt by the Borrower of a Notice of Default with respect thereto; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) Cross-Default.

(i) Any Loan Party or any Subsidiary thereof (A) fails to make any payment when due beyond any grace period applicable thereto (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any post-petition Indebtedness or Guarantee (other than Indebtedness hereunder and Indebtedness under Swap Contracts) having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than \$25,000,000 or (B) fails to observe or perform any other agreement or condition relating to any such post-petition Indebtedness or Guarantee or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such post-petition Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such post-petition Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such post-petition Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded;

(ii) [Reserved]; or

(iii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from any event of default under such Swap Contract as to which a Loan Party or any Subsidiary thereof is the Defaulting Party (as defined in such Swap Contract) and the Swap Termination Value owed by any Loan Party or any Subsidiary as a result thereof is greater than \$10,000,000;

(f) [Reserved].

(g) [Reserved].

(h) Judgments. There is entered against any Loan Party or any Subsidiary thereof (i) one or more final judgments or orders that are not subject to the Automatic Stay for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding \$10,000,000 (to the extent not pursuant to an order of the Bankruptcy Court or covered by independent third-party insurance as to which the insurer is rated at least "A" by A.M. Best Company, has been notified of the potential claim and does not dispute coverage), or (ii) any one or more non-monetary final judgments that have, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) there is a

period of 10 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or the Automatic Stay or otherwise, is not in effect; or

(i) ERISA. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of the Borrower under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of \$15,000,000, or (ii) the Borrower 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 in an aggregate amount in excess of \$15,000,000; or

(j) Invalidation of Loan Documents. Any provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party or any other Person contests in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan Document, or purports to revoke, terminate or rescind any provision of any Loan Document; or

(k) Change of Control. There occurs any Change of Control; or

(l) Liens. Any Lien granted to the Administrative Agent for the benefit of the Secured Parties with respect to any material portion of the Collateral intended to be secured thereby (i) ceases to be, or is not at any time, valid, perfected and prior to all other Liens (other than Liens granted in respect of the Carve-Out and the Pre-Petition Priority Liens or otherwise authorized pursuant to the DIP Orders) or (ii) is terminated, revoked, or declared void (unless released or terminated pursuant to the terms of this Agreement); or

(m) Subordination. (i) The subordination provisions of the documents evidencing or governing any Indebtedness subordinated to the Obligations (the "Subordination Provisions") shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of the applicable subordinated Indebtedness; (ii) the Borrower or any other Loan Party shall, directly or indirectly, disavow or contest in any manner (A) the effectiveness, validity or enforceability of any of the Subordination Provisions, (B) that the Subordination Provisions exist for the benefit of the Administrative Agent, the Lenders and the L/C Issuer or (C) that all payments of principal of or premium and interest on the applicable subordinated Indebtedness, or realized from the liquidation of any property of any Loan Party, shall be subject to any of the Subordination Provisions or (iii) any Loan Party shall, or shall permit any of its Subsidiaries to amend, modify or change in any manner any term or condition of any Indebtedness subordinated to the Obligations, except as not prohibited by the subordination terms thereof; or

(n) [Reserved];

(o) (i) any Loan Party or any of Subsidiary of a Loan Party is enjoined, restrained or in any way prevented by an order of any court or any Governmental Authority from conducting all or any material part of its business for more than fifteen (15) days; (ii) any Loan Party or any of Subsidiary of a Loan Party is not able to provide a material portion of its subscribers with central monitoring services for a period of five (5) Business Days; or (iii) any material portion of such subscribers are not able, due to an act of God, to receive central monitoring services for a period of five (5) Business Days, in each case of clauses (ii) and (iii), to the extent such inability could reasonably be expected to have a Material Adverse Effect; or

(p) an order shall be entered in any of the Cases appointing, or any Loan Party shall file an application for an order with respect to any of the Cases seeking the appointment of, in either case without the prior written consent of the Administrative Agent (at the direction of the Structuring Advisor) and the Required Lenders, (i) a trustee under Section 1104 of the Bankruptcy Code or (ii) an examiner or any other Person with enlarged powers relating to the operation of the business (i.e., powers beyond those set forth in Sections 1104(d) and 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code; or

(q) the filing of a motion by any of the Loan Parties seeking dismissal of any of the Cases, the dismissal of any of the Cases, the filing of a motion by any of the Loan Parties seeking to convert any of the Cases to a case under Chapter 7 of the Bankruptcy Code or the conversion of any of the Cases to a case under Chapter 7 of the Bankruptcy Code; or

(r) [Reserved]

(s) an order shall be entered that is not stayed pending appeal granting relief from the Automatic Stay to any creditor of a Loan Party (other than the Administrative Agent and the Lenders) with respect to any claim against any property that, when taken together with all other orders entered on the docket of the Bankruptcy Court that are not stayed pending appeal granting relief from the Automatic Stay with respect to the Loan Parties' Collateral having a value in excess of \$1,000,000 individually or in the aggregate; or

(t) any Loan Party's board of directors shall authorize the liquidation of such Loan Party's business pursuant to one or more sales pursuant to Section 363 of the Bankruptcy Code or otherwise, or shall file any motion under Section 363 of the Bankruptcy Code seeking approval to liquidate all or substantially all of the assets of the Loan Parties, other than as consented to by the Required Lenders;

(u) failure of the Final DIP Order to be entered in the Cases within forty-five (45) days after the Petition Date;

(v) an order shall be entered terminating or reducing the Loan Parties' exclusivity period for proposing a Plan of Reorganization (to the extent such motion is not made by Administrative Agent, the Structuring Advisor or any Lender); or

(w) (i) the amendment, modification, reversal, revocation, issuance of a stay or order to vacate or supplementing of the Interim Order, the Final DIP Order, or any other order of the Bankruptcy Court, in any way adversely affecting or relating to the Facility or the claims of the Administrative Agent, the Structuring Advisor and the Lenders, in a manner not satisfactory to the Administrative Agent, the Structuring Advisor and Lenders, (ii) the material amendment, modification or supplementing of the Plan Documentation in any manner not reasonably acceptable to the Structuring Advisor and the Lenders to the extent any such material amendment, modification or supplement adversely affects the Facility or the claims of the Administrative Agent, the Structuring Advisor or the Lenders, (iii) the waiver of any condition precedent to confirmation of the Plan of Reorganization or effective date of the Plan of Reorganization in any manner not reasonably acceptable to the Structuring Advisor or any Lender to the extent that any such waiver adversely affects the Facility or the claims of the Administrative Agent, the Structuring Advisor or the Lenders or (iv) an order shall be entered with respect to the Case or Cases, without the prior written consent of the Administrative Agent, the Structuring Advisor and the Required Lenders (A) to permit any administrative expense or any claim (now existing or hereafter arising, of any kind or nature whatsoever) to have administrative priority equal or superior to the priority of the Administrative Agent and Lenders in respect of the Obligations other than the Carve-Out or as otherwise authorized pursuant to the DIP Orders,

(B) terminating or denying the use of cash collateral, or authorizing the use of cash collateral, or (C) granting or permitting the grant of a lien that is equal in priority with or senior to the liens securing the Obligations other than the Carve-Out and the Pre-Petition Priority Liens or as otherwise authorized pursuant to the DIP Orders; or

(x) failure of the Loan Parties to comply with any of the Milestones; provided that the Administrative Agent (at the direction of the Structuring Advisor) and Required Lenders may agree to an extension of any of the Milestone dates in their sole and absolute discretion; or

(y) the solicitation, filing and/or seeking or entry of an order by the Bankruptcy Court confirming a Plan of Reorganization or liquidation in any of the Cases which does not (i) either (A) contain a provision for termination of the Aggregate Commitments and indefeasible payment in full in cash of all Obligations hereunder and under the other Loan Documents on or before the effective date of such plan or plans upon entry thereof or (B) provide for the for termination of the Aggregate Commitments and conversion of the Obligations hereunder and under the other Loan Documents into the New Exit Facility (as defined in the DIP Motion) on or before the effective date of such plan or plans upon entry thereof and (ii) other than with respect to the New Exit Facility (as defined in the DIP Motion), provide for the continuation of the Liens and security interests granted to the Administrative Agent for the benefit of the Secured Parties with the same priorities under the DIP Orders until such plan effective date; or

(z) a failure to comply by any Loan Party or Subsidiary thereof of any of the provisions of either of the DIP Orders; or

(aa) any Loan Party rejects an unexpired lease or other contract that is projected to give rise to a prepetition damages claim or an administrative expense claim of at least \$1,000,000, other than with the prior written consent of the Structuring Advisor and the Required Lenders; or

(bb) any Loan Party commences, or supports any person, in any litigation challenging or seeking to challenge the DIP Liens against the Administrative Agent, or the Lenders, except as may be permitted under the DIP Orders; or

(cc) any Plan Documentation is executed, filed or delivered which is not (i) in form and substance reasonably acceptable to the Required Lenders in respect of the treatment of the claims of the Administrative Agent, the Structuring Advisor and the Lenders or (ii) otherwise in form and content reasonably acceptable to the Structuring Advisor and the Required Lenders; or

(dd) if the Confirmation Order is entered in form and substance which is not (i) reasonably acceptable to the Required Lenders in respect of the treatment of the claims of the Administrative Agent and the Lenders or (ii) otherwise reasonably acceptable to the Structuring Advisor; or

(ee) unless consented to by the Required Lenders, any Loan Party shall make any payment or grant any form of adequate protection with respect to Indebtedness existing prior to the Petition Date (other than, in each case, as permitted under this Agreement, the DIP Orders or the Plan of Reorganization or relief sought in any "first day" motions filed on the Petition Date).

#### 8.02 Consequences of Event of Default

(a) Remedies. If an Event of Default exists, the Administrative Agent may, or shall at the request of the Required Lenders, at any time or times and in any order, without notice to or demand

on any Loan Party (except for such notice or consent that is expressly provided for hereunder, under the Interim DIP Order or the Final DIP Order, or required by applicable Law): (i) restrict the amount of or refuse to permit any Lender to make any Loan, (ii) terminate all or any portion (ratably as among the Lenders) of the Aggregate Commitments, and thereupon such Aggregate Commitments shall terminate immediately, (iii) declare the Obligations then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be immediately due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be immediately due and payable, together with accrued interest thereon and all fees and other Obligations of the Loan Parties accrued hereunder and under the other Loan Documents, shall become due and payable immediately, without presentment, demand, protest, notice of intent to accelerate, notice of acceleration or other notice of any kind, all of which are hereby waived by the Loan Parties, (iv) exercise the right (after providing five (5) days' prior notice to the Loan Parties, the United States Trustee, the Committee and any other official committee (but this shall not serve as a consent to the use of the Loans hereunder to pay professional fees incurred by any other such official committee)) to realize on all Collateral without the necessity of obtaining any further relief or order from the Bankruptcy Court, subject to the right of the Loan Parties to seek continuation of the automatic stay during such five (5) day period (such period referred to in this Section 8.2 as the "Remedies Notice Period") solely on the basis that no Event of Default has occurred; and (v) pursue its other rights and remedies under the Loan Documents, the DIP Orders and/or applicable law. Except as otherwise provided in the DIP Orders, the foregoing remedies may be exercised without demand and without further application to or order of the Bankruptcy Court. In any hearing regarding any exercise of remedies under this Section 8.02 (which hearing must take place within the Remedies Notice Period), the only issue that may be raised by any party in opposition thereto shall be whether, in fact, an Event of Default has occurred and is continuing, and the Loan Parties, any committee and all other parties in interest shall not be entitled to seek relief, including, without limitation, under Section 105 of the Bankruptcy Code, to the extent such relief would in any way impair or restrict the rights and remedies of the Administrative Agent or the Lenders set forth in the DIP Order, this Agreement or the Loan Documents, as applicable. If no such order is entered during the Remedies Notice Period, all use of the Collateral shall cease and the Administrative Agent and the Lenders shall be entitled to enforce the remedies hereunder.

(b) Sales: UCC.

(i) Sales. Each Loan Party recognizes that the Administrative Agent may be unable to effect a public sale of any or all of the Collateral that constitutes securities to be sold by reason of certain prohibitions contained in the laws of any jurisdiction outside the United States or in applicable federal or state securities laws but may be compelled to resort to one or more private sales thereof to a restricted group of Lenders who will be obliged to agree, among other things, to acquire such Collateral to be sold for their own account for investment and not with a view to the distribution or resale thereof. Each Loan Party acknowledges and agrees that any such private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall, to the extent permitted by law, be deemed to have been made in a commercially reasonable manner. Unless required by applicable Law, the Administrative Agent shall not be under any obligation to delay a sale of any of such Collateral to be sold for the period of time necessary to permit the issuer of such securities to register such securities under the laws of any jurisdiction outside the United States or under any applicable federal or state securities laws, even if such issuer would agree to do so. Each Loan Party further agrees to do or cause to be done, to the extent that such Loan Party may do so under the Law, all such other acts and things as may be necessary to make such sales or resales of any portion or all of such Collateral or other property to be sold valid and binding and in compliance with any and all Laws at the Loan Parties' expense. Each Loan Party further agrees that a breach of any of the covenants contained in this Section 8.02 will cause irreparable injury to the

Administrative Agent and the Lenders for which there is no adequate remedy at law and, as a consequence, agrees that each covenant contained in this Section 8.02 shall be specifically enforceable against such Loan Party, and each Loan Party hereby waives and agrees, to the fullest extent permitted by law, not to assert as a defense against an action for specific performance of such covenants that (i) such Loan Party's failure to perform such covenants will not cause irreparable injury to the Administrative Agent and the Lenders or (ii) the Administrative Agent or the Lenders have an adequate remedy at law in respect of such breach. Each Loan Party further acknowledges the impossibility of ascertaining the amount of damages which would be suffered by the Administrative Agent and the Lenders by reason of a breach of any of the covenants contained in this Section 8.02 and consequently, agrees that, if such Loan Party shall breach any of such covenants and the Administrative Agent or the Lenders shall sue for damages for such breach, such Loan Party shall pay to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, as liquidated damages and not as a penalty, an aggregate amount equal to the value of the Collateral or other property to be sold on the date the Administrative Agent (acting at the direction of the Required Lenders) shall demand compliance with this Section 8.02(b).

(ii) UCC. If an Event of Default has occurred and is continuing, the Administrative Agent shall have for the benefit of the Lenders, in addition to all other rights of the Administrative Agent and the Lenders, the rights and remedies of a secured party under the UCC, and without limiting the generality of the foregoing, the Administrative Agent (acting at the direction of the Required Lenders) shall be empowered and entitled to, subject to the terms of the DIP Orders: (i) take possession of, foreclose on and/or request a receiver of the Collateral and keep it on any Loan Party's premises at any time, at no cost to the Administrative Agent or any Lender, or remove any part of it to such other place or places as the Administrative Agent (at the direction of the Required Lenders) may determine, or the Loan Parties shall, upon the Administrative Agent's or Required Lender's demand, at the Loan Parties' cost, assemble the Collateral and make it available to the Administrative Agent at a place convenient to the Administrative Agent; (ii) sell and deliver any Collateral at public or private sales, for cash, upon credit, or otherwise, at such prices and upon such terms as the Administrative Agent and the Required Lenders deem advisable, in their sole discretion, and may postpone or adjourn any sale of the Collateral by an announcement at the time and place of sale or of such postponed or adjourned sale; (iii) hold, lease, develop, manage, operate, control and otherwise use the Collateral upon such terms and conditions as may be reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as may be reasonably necessary or desirable), exercise all such rights and powers of each Loan Party with respect to the Collateral, whether in the name of such Loan Party or otherwise, including without limitation the right to make, cancel, enforce or modify leases, obtain and evict tenants, and demand, sue for, collect and receive all rents, in each case, in accordance with the standards applicable to the Administrative Agent under the Loan Documents, (iv) employ consultants to inspect the Collateral and to assure compliance by each Loan Party of the terms and conditions of the Loan Documents and (v) take any other actions, as may be necessary or desirable, in connection with the Collateral (including preparing for the disposition thereof), and all actual, out-of-pocket fees and expenses incurred in connection therewith shall be borne by the Loan Parties. Upon demand from the Administrative Agent (at the direction of the Required Lenders), the applicable Loan Party shall direct the grantor or licensor of, or the contracting party to, any property agreement with respect to any property to recognize and accept the Administrative Agent, for the benefit of and on behalf of the Lenders, as the party to such agreement for any and all purposes as fully as it would recognize and accept such Loan Party and the performance of such Loan Party thereunder and, in such event, without further notice or demand and at such Loan Party's sole cost and expense, the Administrative Agent, for the benefit of and on behalf of the Lenders (at the direction of the Required Lenders), may exercise all

rights of such Loan Party arising under such agreements. Without in any way requiring notice to be given in the following manner, each Loan Party agrees that any notice by the Administrative Agent of sale, disposition, or other intended action hereunder or in connection herewith, whether required by the UCC or otherwise, shall constitute reasonable notice to such Loan Party if such notice is mailed by registered or certified mail, return receipt requested, postage prepaid, or is delivered personally against receipt, at least ten (10) Business Days prior to such action to the Loan Parties' address in accordance with Section 10.02 of this Agreement. If any Collateral is sold on terms other than payment in full at the time of sale, no credit shall be given against the Obligations until the Administrative Agent or the Lenders receive payment, and if the buyer defaults in payment, the Administrative Agent (acting at the direction of the Required Lenders) may resell the Collateral. In the event the Administrative Agent (acting at the direction of the Required Lenders) seeks to take possession of all or any portion of the Collateral by judicial process, each Loan Party irrevocably waives: (A) the posting of any bond, surety, or security with respect thereto which might otherwise be required; (B) any demand for possession prior to the commencement of any suit or action to recover the Collateral; and (C) any requirement that the Administrative Agent retain possession and not dispose of any Collateral until after trial or final judgment. Each Loan Party agrees that the Administrative Agent has no obligation to preserve rights to the Collateral or marshal any Collateral for the benefit of any Person. The proceeds of sale shall be applied as set forth in the DIP Orders. The Administrative Agent will return any excess to the applicable Loan Party or as directed by a court of competent jurisdiction and the Loan Parties shall remain liable for any deficiency.

(c) Relief. An Event of Default shall occur as set forth in this Agreement even if an act or circumstance which gives rise, directly or indirectly, to such Event of Default has been authorized by the Bankruptcy Court or another court or tribunal with jurisdiction over the Cases. Neither the Administrative Agent nor any Lender shall have any obligation whatsoever to object to any relief requested by any Loan Party from the Bankruptcy Court or another court or tribunal with jurisdiction over the Cases if and because such relief would or may constitute, or would or may lead to, an Event of Default, or the Administrative Agent's or any Lender's failure to object to such relief shall not limit the Events of Default under this Agreement, constitute a waiver or release of rights and remedies under this Agreement, estop or preclude the Administrative Agent or any Lender from fully enforcing the same, or have any res judicata effect on whether an Event of Default has occurred under this Agreement. Each Loan Party shall be fully responsible for determining whether any relief it seeks from the Bankruptcy Court or another court or tribunal with jurisdiction over the Cases would or may constitute, or would or may lead to, an Event of Default under this Agreement, and authorization for such relief shall not limit in any manner whatsoever such Loan Party's obligation to fully comply with all of the terms and conditions of this Agreement.

(d) Rights and Remedies. The rights, remedies, powers, privileges, and discretions of the Administrative Agent and the Lenders hereunder (herein, the "Secured Parties' Rights and Remedies") shall be cumulative and not exclusive of any rights or remedies which they would otherwise have. No delay or omission by the Administrative Agent or any Lender in exercising or enforcing any of the Secured Parties' Rights and Remedies shall operate as, or constitute, a waiver thereof. No waiver by the Administrative Agent or the Lenders of any Default or Event of Default or of any default under any other agreement shall operate as a waiver of any other default hereunder or under any other agreement. No single or partial exercise of any of the Secured Parties' rights or remedies, and no express or implied agreement or transaction of whatever nature entered into between the Administrative Agent and any person, at any time, shall preclude the other or further exercise of the Secured Parties' Rights and Remedies. No waiver by the Administrative Agent or the Lenders of any of the Secured Parties' Rights and Remedies on any one occasion shall be deemed a waiver on any subsequent occasion, nor shall it be deemed a continuing waiver. All of the Secured Parties' Rights and Remedies and all of the Administrative Agent's and Lenders' rights,

remedies, powers, privileges, and discretions under any other agreement or transaction are cumulative, and not alternative or exclusive, and may be exercised by the Administrative Agent and the Lenders, as applicable, at such time or times and in such order of preference as the Administrative Agent and the Lenders in their sole discretion may determine. The Secured Parties' Rights and Remedies may be exercised without resort or regard to any other source of satisfaction of the Obligations.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized), any amounts received on account of the Obligations shall, subject to the provisions of Section 2.13, be applied by the Administrative Agent as set follows:

- (i) FIRST, to payment of all amounts owing to and all costs and expenses incurred by the Administrative Agent, pursuant to the terms of the Loan Documents or in connection with any enforcement of rights or exercise of remedies pursuant thereto, including all court costs and the fees and expenses of agents and legal counsel and, in each case, including all costs and expenses incurred in enforcing its rights to obtain such payment;
- (ii) SECOND, to payment of that portion of the Obligations constituting fees and indemnities (other than principal, interest, and Letter of Credit Fees) payable to the holders of such Obligations (including fees, charges and disbursements of counsel to the respective holders of such Obligations);
- (iii) THIRD, to payment of that portion of the Obligations constituting accrued and unpaid interest and Letter of Credit Fees;
- (iv) FOURTH, to payment of that portion of the Obligations constituting unpaid principal of Loans, and Letter of Credit Borrowings;
- (v) FIFTH, to Cash Collateralize that portion of the Obligations comprised of the aggregate undrawn amount of Letters of Credit to the extent not otherwise Cash Collateralized pursuant to the terms hereof;
- (vi) SIXTH, to all other amounts of Obligations payable to the holders of such Obligations; and
- (vii) SEVENTH, after payment in full in cash of all the Obligations, to the Borrower and the other Loan Parties or their successors or assigns, as their interests may appear, or as a court of competent jurisdiction may direct.

#### **ARTICLE IX ADMINISTRATIVE AGENT**

9.01 Appointment and Authority.

(a) Each of the Lenders and the L/C Issuer hereby irrevocably appoints Encina Private Credit SPV, LLC 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 are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuer, and the Borrower shall not have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term



“agent” herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

(b) The Administrative Agent shall also act as the “collateral agent” under the Loan Documents, and each of the Lenders and the L/C Issuer hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender and the L/C Issuer 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 Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as “collateral agent” and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted pursuant to Article XII hereof, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent, shall be entitled to the benefits of all provisions of this Article IX and Article X (including Section 10.04(c), 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.

9.02 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 as a Lender. 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 Borrower 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.

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

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

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the 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 effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower 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) The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the 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 Sections 10.01 and 8.02) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given in writing to the Administrative Agent by the Borrower, a Lender or the L/C Issuer.

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

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

9.05 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.

9.06 Resignation of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders, the L/C Issuer and the Borrower. Upon receipt of any such notice of resignation, the Required

Lenders shall have the right, with the consent of the Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been 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 (or such earlier day as shall be agreed by the Required Lenders) (the “Resignation Effective Date”), then the retiring Administrative Agent may (but shall not be obligated to) on behalf of the Lenders and the L/C Issuer, appoint a successor Administrative Agent meeting the qualifications set forth above with the consent of the Borrower. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by applicable law, by notice in writing to the Borrower and such Person remove such Person as Administrative Agent and, with the consent of the Borrower, 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 (or such earlier day as shall be agreed by the Required Lenders) (the “Removal Effective Date”), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (1) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders or the L/C Issuer 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 (2) except for any indemnity payments or other amounts then owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and the L/C Issuer directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor’s appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or removed) Administrative Agent (other than as provided in Section 3.01(g) and other than any rights to indemnity payments or other amounts owed to the retiring or removed Administrative Agent as of the Resignation Effective Date or the Removal Effective Date, as applicable), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Administrative Agent’s resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Section 10.04 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

(d) Any resignation by Encina Private Credit SPV, LLC as Administrative Agent pursuant to this Section shall also constitute its resignation as L/C Issuer. If Encina Private Credit SPV, LLC resigns as an L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto, including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c). Upon the appointment by the Borrower of a successor L/C Issuer hereunder (which successor shall in all cases be a Lender other than a Defaulting Lender), (a) such successor shall succeed to and become vested with all of

the rights, powers, privileges and duties of the retiring L/C Issuer, (b) the retiring L/C Issuer shall be discharged from all of its respective duties and obligations hereunder or under the other Loan Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Encina Private Credit SPV, LLC to effectively assume the obligations of Encina Private Credit SPV, LLC with respect to such Letters of Credit.

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

9.08 [Reserved].

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

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuer and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuer and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuer and the Administrative Agent under Sections 2.03(h) and (i), 2.08 and 10.04) are allowed in such judicial proceeding; and

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

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the L/C Issuer to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuer, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.09 and 10.04.

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

9.10 Collateral and Guaranty Matters. Each of the Lenders and the L/C Issuer irrevocably authorize the Administrative Agent, at its option and in its discretion,

(a) to release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (i) upon termination of the Aggregate Commitments and payment in full of all Obligations (other than contingent indemnification obligations) and the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent and the L/C Issuer shall have been made), (ii) that is sold or otherwise disposed of or to be sold or otherwise disposed of as part of or in connection with any sale or other disposition permitted hereunder or under any other Loan Document, or (iii) subject to Section 10.01, if approved, authorized or ratified in writing by the Required Lenders;

(b) to release any Guarantor from its obligations under the Guarantee Agreement if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder; and

(c) to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.01(i).

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guarantee Agreement pursuant to this Section 9.10. In each case as specified in this Section 9.10, the Administrative Agent will (and each Lender hereby irrevocably authorizes the Administrative Agent to), at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted pursuant to Article XII hereof or to subordinate its interest in such item, or to release such Guarantor from its obligations under the Guarantee Agreement, in each case in accordance with the terms of the Loan Documents and this Section 9.10.

The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

Each Lender hereby authorizes the Administrative Agent to enter into subordination agreements with providers of subordinated Indebtedness to the Borrower and its Subsidiaries permitted hereby, as attorney-in-fact on behalf of such Lender and agrees that by the acceptance of the benefits of any such subordination agreements, each Lender (including any Lender which becomes such by assignment pursuant to Section 10.06 after the Closing Date) shall be bound by the terms and provisions of any such subordination agreements and shall comply (and cause any Affiliate thereof which is the holder of any "Senior Indebtedness" (as defined therein) to comply) with such terms and provisions. The foregoing agreement shall inure to the benefit of all "Senior Creditors" under any such subordination agreement.

#### ARTICLE X MISCELLANEOUS

10.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom,

shall be effective unless in writing signed by the Required Lenders and the Loan Parties, and acknowledged by the Administrative Agent (which acknowledgment will not be unreasonably withheld, conditioned or delayed), and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however that no such amendment, waiver or consent shall:

- Lender;
- (a) waive any condition set forth in Section 4.01 or, in the case of the initial Credit Extension, Section 4.02, without the written consent of each Lender;
  - (b) [reserved];
  - (c) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender directly and adversely affected thereby;
  - (d) postpone any date fixed by this Agreement or any other Loan Document for any payment (except that, for the avoidance of doubt, mandatory prepayments pursuant to Section 2.04 may be postponed, extended, delayed, reduced, waived or modified with the consent of the Required Lenders) of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under such other Loan Document without the written consent of each Lender entitled to such payment;
  - (e) reduce the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing, or (subject to clause (iii) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender entitled to such amount; provided, however, that only the consent of the Required Lenders shall be necessary (i) to amend the definition of “Default Rate” or to waive any obligation of the Borrower to pay interest or Letter of Credit Fees at the Default Rate or (ii) to amend any financial covenant or the variance covenant hereunder (or any defined term used therein) even if the effect of such amendment would be to reduce the rate of interest on any Loan or L/C Borrowing or to reduce any fee payable hereunder;
  - (f) change (i) Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender or (ii) the order of application of any reduction in the Aggregate Commitments or any prepayment of Loans from the application thereof set forth in the applicable provisions of Section 2.04(b) or 2.05(c), in any manner that materially and adversely affects a Lender without the written consent of such affected Lender;
  - (g) change any provision of this Section 10.01 or the definition of “Required Lenders” or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder (other than the definitions specified in clause (ii) of this Section 10.01(g)), without the written consent of each Lender;
  - (h) release all or substantially all of the Collateral in any transaction or series of related transactions, without the written consent of each Lender;
  - (i) release all or substantially all of the value of the guaranty hereunder, without the written consent of each Lender, except to the extent the release of any Subsidiary from the guaranty hereunder is permitted pursuant to Section 9.10 (in which case such release may be made by the Administrative Agent acting alone);

(j) impose any greater restriction on the ability of any Lender to assign any of its rights or obligations hereunder or adversely affect the rights of any Lender in respect of the Collateral hereunder in a manner different than such amendment affects any other Lender without the written consent of affected Lender;

and provided, further, that (i) no amendment, waiver or consent shall, unless in writing and signed by (x) the L/C Issuer in addition to the Lenders required above, affect the rights or duties of the L/C Issuer under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it, or (y) the Swingline Lender, affect the rights or duties of the Swingline Lender under this Agreement relating to any Swingline Loan made or to be made by it, (ii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document and (iii) each of the Fee Letter and the Agent Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended, without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely than other affected Lenders shall require the consent of such Defaulting Lender.

Notwithstanding anything to the contrary contained in this Section 10.01 or any other provision of this Agreement or any other Loan Document, this Agreement and any other Loan Document may be amended solely with the consent of the Administrative Agent (acting at the direction of the Structuring Advisor) and the Loan Parties without the need to obtain the consent of any other Lender if such amendment is consummated in order (x) to correct or cure any ambiguities, errors, omissions, mistakes, inconsistencies or defects jointly identified by the Borrower and the Structuring Advisor, (y) to effect administrative changes of a technical or immaterial nature or (z) to fix incorrect cross-references or similar inaccuracies in this Agreement or the applicable Loan Document; provided that, in each case, the Administrative Agent shall have notified the Lenders of such amendment and the Required Lenders shall not have objected in writing to such amendment within five Business Days of notice thereof.

#### 10.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by electronic mail or facsimile as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Loan Parties, the Administrative Agent or the L/C Issuer, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 10.02 hereto; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire (including, as appropriate, notices delivered solely to the Person designated by a Lender on its Administrative

Questionnaire then in effect for the delivery of notices that may contain material non-public information relating to the Borrower).

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the L/C Issuer hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender or the L/C Issuer pursuant to Article II if such Lender or the L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent, the L/C Issuer or the Borrower may each, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii), if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice, email or communication shall be deemed to have been sent at the opening of business on the next Business Day.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to any Loan Party, any Lender, the L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of any Loan Party's or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to any Loan Party, any Lender, the L/C Issuer or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).



(d) Change of Address, Etc. Each Loan Party and each of the Administrative Agent and the L/C Issuer may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each Lender may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the Borrower, the Administrative Agent and the L/C Issuer. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, facsimile number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent, L/C Issuer and Lenders. The Administrative Agent, the L/C Issuer and the Lenders shall be entitled to rely and act upon any notices (including telephonic or electronic Committed Loan Notices and Letter of Credit Applications) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. 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.

10.03 No Waiver; Cumulative Remedies; Enforcement. No failure by any Lender, the L/C Issuer or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.02 for the benefit of all the Lenders and the L/C Issuer; provided, however, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) the L/C Issuer from exercising the rights and remedies that inure to its benefit (solely in its capacity as L/C Issuer) hereunder and under the other Loan Documents, (c) any Lender from exercising setoff rights in accordance with Section 10.08 (subject to the terms of Section 2.12), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any 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 Section 8.02 and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 2.12, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

10.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrower shall pay (i) all reasonable out-of-pocket expenses (including the reasonable fees, charges and disbursements of financial and restructuring advisors and (A) one firm of separate counsel for each of the Administrative Agent, the Structuring Advisor and the Lender Group (B) a single firm of local counsel to the Administrative Agent, the Structuring Advisor and the Lender Group for each applicable jurisdiction, and, solely in the case of an actual or potential conflict of interest, one additional firm of counsel to each group of similarly situated persons taken as a whole) incurred by the Administrative Agent, the Arranger, the Structuring Advisor and the Lender Group in connection with Cases including the preparation, negotiation, execution, delivery and administration of this Agreement (including, but not limited to, any costs or expenses incurred with respect to the Platform), the other Loan Documents and the Plan Documentation or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the L/C Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable out-of-pocket expenses incurred by the Administrative Agent, any Lender or the L/C Issuer (including the fees, charges and disbursements of financial advisors and separate counsel for the Administrative Agent, the Structuring Advisor, any Lender or the L/C Issuer) in connection with the enforcement or protection of its rights (A) in connection with the Cases including this Agreement (including its rights under this Section), the other Loan Documents and the Plan Documentation, or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), the Structuring Advisor, the Arranger, each Lender and the L/C Issuer, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims (including brokers' fees and any other claims of any other broker or finder), damages, liabilities, and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee) incurred by any Indemnitee or asserted against any Indemnitee by any Person (including the Borrower or any other Loan Party) other than such Indemnitee and its Related Parties arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document, any Plan Documentation or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents (including in respect of any matters addressed in Section 3.01), (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party or any of the Borrower's or such Loan Party's directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto; **IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN**

**WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF THE INDEMNITEE** provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee, (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for a material breach of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction or (z) arising from any dispute among Indemnitees other than as to any claims by any Person against the Administrative Agent or the L/C Issuer in its capacity as such, or against the Structuring Advisor in its capacity as such, or against the Arranger in its capacity as such, in connection with the Transaction and in any event not arising or resulting from any act or omission by the Borrower or any of its affiliates, in either case as determined by a court of competent jurisdiction by a final and nonappealable judgment. Without limiting the provisions of Section 3.01(c), this Section 10.4(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the Structuring Advisor, the Arranger, the L/C Issuer or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the L/C Issuer or such Related Party, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought based on each Lender's share of the Total Credit Exposure at such time) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender), such payment to be made severally among them based on such Lenders' Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought), provided, further that, the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Structuring Advisor, the Arranger or the L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent), the Structuring Advisor, the Arranger or the L/C Issuer in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.11(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, no party hereto shall assert and each party hereby waives, and acknowledges that no other Person shall have, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after demand therefor.

(f) [Reserved].

(g) Survival. The agreements in this Section and the indemnity provisions of Section 10.02(e) shall survive the resignation of the Administrative Agent and the L/C Issuer, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

10.05 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent, the L/C Issuer or any Lender, or the Administrative Agent, the L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, the L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and the L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders and the L/C Issuer under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

10.06 Successors and Assigns.

(a) Successors and Assigns Generally. 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 the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 10.06(b), (ii) by way of participation in accordance with the provisions of Section 10.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.06(e) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuer and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and the Loans (including for purposes of this Section 10.06(b), participations in L/C Obligations) at the time owing to it); provided that (in each case with respect to any Facility) any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment under any Facility and/or the Loans at the time owing to it (in each case with respect to any Facility) or contemporaneous assignments to related Approved Funds that equal at least the amount specified in paragraph (b)(i)(B) of this Section in the

aggregate or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$5,000,000, in the case of any assignment in respect of the Revolving Credit Facility, unless each of the Administrative Agent (acting at the direction of the Required Lenders) and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed).

(ii) [Reserved];

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld, conditioned or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) Business Days after having received notice thereof; provided, further, that the Borrower shall be deemed to have consented to those certain assignments as to which it and the Administrative Agent have been made aware prior to the Closing Date (the "Specified Assignments");

(B) the consent of the Administrative Agent and the Structuring Advisor (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of any unfunded Revolving Credit Commitment if such assignment is to a Person that is not a Lender with a Commitment in respect of the Facility, an Affiliate of such Lender or an Approved Fund with respect to such Lender; provided that the Administrative Agent and the Structuring Advisor shall be deemed to have consented to the Specified Assignments; and

(C) the consent of the L/C Issuer shall be required for any assignment in respect of the Revolving Credit Facility if such assignment is to a Person that is not a Revolving Credit Lender or an Affiliate or Approved Fund of a Revolving Credit Lender.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided, however, that the Administrative Agent may, elect to waive such processing and recordation fee in the case of any assignment; provided, further, that the Administrative Agent shall be deemed to have waived such processing and recordation fees with respect to the Specified Assignments. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Certain Persons. No such assignment shall be made (A) to the Borrower or any of the Borrower's Affiliates or Subsidiaries, or (B) to any Defaulting Lender

or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B), (C) to a natural Person or (D) without the written consent of the Borrower in its sole discretion, any Pre-Petition Lender that is not party to the Restructuring Support Agreement at the time of such assignment.

(vi) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent, the L/C Issuer or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Letters of Credit in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05 and 10.04 with respect to facts and circumstances occurring prior to the effective date of such assignment; provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender upon return to the Borrower for cancellation of any Note delivered to the assignor. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 10.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Account a copy of each Assignment and Assumption delivered to it (or the equivalent thereof in electronic form) and a register for the recordation of the names and addresses of the Lenders, and the Aggregate Commitments of, and principal amounts (and stated interest) of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural Person, a Defaulting Lender, or the Borrower or any of the Borrower's Affiliates or Subsidiaries or, without the written consent of the Borrower in its sole discretion, any Pre-Petition Lender that is not a party to the Restructuring Support Agreement) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Obligations) owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent, the Lenders and the L/C Issuer shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 10.04(c) without regard to the existence of any participation.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in Sections 10.01(c), 10.01(e), 10.01(h) and 10.01(i) that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 (without duplication of any amount paid to the applicable Lender) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section (it being understood that the documentation required under Section 3.01(e) shall be delivered to the Lender who sells the participation) 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 Sections 3.06 and 10.13 as if it were an assignee under paragraph (b) of this Section and (B) shall not be entitled to receive any greater payment under Sections 3.01 or 3.04, with respect to any participation, than the Lender from whom it acquired the applicable participation would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 3.06 with respect to any Participant. To the extent permitted by law, each Participant that is disclosed to the Borrower also shall be entitled to the benefits of Section 10.08 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.12 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations

of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(f) Resignation as L/C Issuer after Assignment. Notwithstanding anything to the contrary contained herein, if at any time Encina assigns all of its Revolving Credit Commitment and Revolving Credit Loans pursuant to Section 10.06(b), Encina may, upon 30 days' notice to the Borrower and the Lenders, resign as L/C Issuer. In the event of any such resignation as L/C Issuer, the Borrower shall be entitled to appoint from among the Lenders a successor L/C Issuer hereunder; provided, however, that no failure by the Borrower to appoint any such successor shall affect the resignation of Encina as L/C Issuer. If Encina resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c)). Upon the appointment of a successor L/C Issuer, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer and (b) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Encina to effectively assume the obligations of Encina with respect to such Letters of Credit.

10.07 Treatment of Certain Information: Confidentiality. Each of the Administrative Agent, the Lenders and the L/C Issuer agrees and agrees to cause its Affiliates and Related Parties to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights and obligations under this Agreement or any Eligible Assignee invited to be a Lender pursuant to Section 2.15(c) or Section 2.16(c) or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder, (g) on a confidential basis to any rating agency in connection with rating the Borrower or its Subsidiaries or the credit facilities provided hereunder or, (h) with the consent of the Borrower or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender, the L/C Issuer or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower; provided that such Lender that discloses any Information pursuant to clauses (b) or (c) shall, to the extent permitted by applicable law, use reasonable efforts to provide the Borrower with prompt notice of such disclosure and an opportunity to contest such disclosure as long as furnishing such notice and opportunity would not in such Lender's reasonable judgment result in such Lender's violation of applicable law or any bona fide third party confidentiality agreement prohibiting such disclosure. For purposes of this Section, "Information" means all information received from the Borrower or any Subsidiary relating to the Borrower or any Subsidiary or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or the L/C Issuer on a nonconfidential basis prior to disclosure by the 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.

Each of the Administrative Agent, the Lenders and the L/C Issuer acknowledges that (a) the Information may include material non-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States Federal and state securities Laws.

Notwithstanding anything herein to the contrary, each of the Arranger and the Structuring Advisor may, at its own expense, issue news releases and publish "tombstone advertisements" and other customary announcements in newspapers, trade journals, and other appropriate media (collectively, "Trade Announcements") and disclose such other information as is publically disclosed by any Loan Party through any filing with the Bankruptcy Court. Neither Parent nor any Loan Party shall issue any Trade Announcement prior to or after the Closing Date except (i) to the extent required by applicable Law or the rules of a national securities exchange or (ii) with the prior consent of the Structuring Advisor and the Arranger (such consent not to be unreasonably withheld or delayed); *provided* that the Loan Parties may issue a Trade Announcement that announces the closing of the Facility without identifying the names of the Administrative Agent, the Arranger, the Structuring Advisor and the Lenders or any economic terms of the Facilities.

10.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender, the L/C Issuer and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law and the Bankruptcy Court, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, the L/C Issuer or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the Obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender or the L/C Issuer or their respective Affiliates, irrespective of whether or not such Lender, L/C Issuer or Affiliate shall have made any demand under this Agreement or any other Loan Document and although such Obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch, office or Affiliate of such Lender or the L/C Issuer different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness; provided, that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.14 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the L/C Issuer and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, the L/C Issuer and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, the L/C Issuer or their respective Affiliates may have. Each Lender and the L/C Issuer agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest

shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

10.10 Counterparts; Integration; Effectiveness; Electronic Execution. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Loan Parties, the Administrative Agent, the Arranger, the Structuring Advisor and the Required Lenders and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation Assignment and Assumptions, amendments or other Committed Loan Notices, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

10.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

10.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions

of this Section 10.12, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent or the L/C Issuer, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

10.13 Replacement of Lenders. If the Borrower is entitled to replace a Lender pursuant to the provisions of Section 3.06, or if any Lender is a Defaulting Lender or a Non-Consenting Lender or if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.06), all of its interests, rights (other than its existing rights to payments pursuant to Sections 3.01 and 3.04) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 10.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and L/C Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter;

(d) such assignment does not conflict with applicable Laws; and

(e) in the case of an assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

10.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. EXCEPT TO THE EXTENT GOVERNED BY THE BANKRUPTCY CODE, THE INTERNAL LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING THE VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT THEREOF (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER THEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST).

(b) SUBMISSION TO JURISDICTION. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO

THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT, AND IF THE BANKRUPTCY COURT ABSTAINS FROM HEARING OR REFUSES TO EXERCISE JURISDICTION, TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF THE STATE OF NEW YORK, AND ALL APPROPRIATE APPELLATE COURTS OR, IF JURISDICTION IN SUCH COURT IS LACKING, ANY NEW YORK STATE COURT OF COMPETENT JURISDICTION SITTING IN NEW YORK COUNTY (AND ALL APPROPRIATE APPELLATE COURTS), IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH BANKRUPTCY COURT OR NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION 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.

(c) WAIVER OF VENUE. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

10.15 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.16 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 Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arranger, the Structuring Advisor and the Lenders are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the

Administrative Agent, the Arranger, the Structuring Advisor and the Lenders, on the other hand, (B) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent, the Arranger, the Structuring Advisor and each Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person and (B) none of the Administrative Agent, the Arranger, the Structuring Advisor or any Lender has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent, the Arranger, the Structuring Advisor and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and none of the Administrative Agent, the Arranger, the Structuring Advisor or any Lender has any obligation to disclose any of such interests to the Borrower or its Affiliates. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Administrative Agent, the Arranger, the Structuring Advisor or any Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

10.17 Electronic Execution of Assignments and Certain Other Documents. The words “execute,” “execution,” “signed,” “signature,” and words of like import in any Assignment and Assumption or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations applicable to this Agreement on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature 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.

10.18 USA PATRIOT Act; Sanctions. 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 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 or the Structuring Advisor, as applicable, to identify each Loan Party in accordance with the Act. The Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act and the Beneficial Ownership Regulation. The Borrower will not use the proceeds of any Credit Extension, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other individual or entity, to fund any activities of or business with any individual or entity, or in any Designated Jurisdiction, that, at the time of such funding, is known by any Responsible Officer of the Borrower to be the subject of Sanctions. The Borrower will, and will take measures to ensure that its Subsidiaries, comply in all material respects with all applicable Anti-Corruption Laws, Sanctions, and Anti-Money Laundering Laws and implement policies and procedures reasonably designed to ensure compliance with such laws, to the extent they have not already been implemented. The Borrower will not repay any debt or obligation owed under this Agreement, in whole or in part, from any moneys or proceeds derived from transactions with any Sanctioned Person or in or with any Designated Jurisdiction.

10.19 **ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

10.20 [Reserved].

10.21 **Acknowledgement and Consent to Bail-In of EEA Financial Institutions** Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender that is an EEA Financial Institution; and
- (b) the effects of any Bail-in Action on any such liability, including, if applicable:
- (c) a reduction in full or in part or cancellation of any such liability;
- (d) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or
- (e) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

10.22 **Incorporation of DIP Orders by Reference.** Each of the Loan Parties, the Administrative Agent, the L/C Issuer and the Lenders agrees that any reference contained herein to (i) the Interim DIP Order shall include all terms, conditions, and provisions of such Interim DIP Order and that the Interim DIP Order is incorporated herein for all purposes, and (ii) the Final DIP Order shall include all terms, conditions, and provisions of such Final DIP Order and that the Final DIP Order is incorporated herein for all purposes. To the extent there is any inconsistency between the terms of this Agreement and the terms of either the Interim DIP Order or the Final DIP Order, the terms of the Interim DIP Order and the Final DIP Order, as applicable, shall govern.

## **ARTICLE XI GUARANTEE**

11.01 **Guarantee.** Each Guarantor hereby absolutely, irrevocably and unconditionally guarantees the due and punctual payment and performance when due, whether at stated maturity, by acceleration or otherwise, of all of the following, whether now existing or hereafter arising (collectively referred to as the "**Guaranteed Obligations**"): (i) the principal and interest (including, without limitation, interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Revolving Credit Loans and the Swingline Loans,

when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) all other Obligations of the Borrower or any other Guarantor and (iii) other monetary obligations of Borrower under this Agreement including but not limited to, fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including, without limitation, monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding regardless of whether allowed or allowable in such proceeding).

11.02 Guarantee of Payment and Not of Collection The Guarantee hereunder is a guarantee of payment, and not of collection, and a debt of each Guarantor for its own account. Accordingly, neither the Administrative Agent nor any of the Lenders shall be obligated or required before enforcing the Guarantee hereunder against any Guarantor: (i) to pursue any right or remedy any of them may have against Borrower, any other Guarantor or any other Person or commence any suit or other proceeding against Borrower, any other Guarantor or any other Person in any court or other tribunal; (ii) to make any claim in a liquidation or bankruptcy of Borrower, any other Guarantor or any other Person; or (iii) to make demand of Borrower, any other Guarantor or any other Person or to enforce or seek to enforce or realize upon any collateral security held by Administrative Agent or the Lenders which may secure any of the Guaranteed Obligations.

11.03 Guarantee Absolute. Each Guarantor guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the documents evidencing the same, regardless of any applicable Law now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of Administrative Agent or the Lenders with respect thereto. The liability of each Guarantor under this Guarantee Agreement shall be absolute, irrevocable and unconditional in accordance with its terms and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever (other than the defense of payment in full in cash), including without limitation, the following (whether or not such Guarantor consents thereto or has notice thereof):

(a) (i) any change in the amount, interest rate or due date or other term of any of the Guaranteed Obligations, (ii) any change in the time, place or manner of payment of all or any portion of the Guaranteed Obligations, or (iii) any amendment, consent to the departure from or other indulgence with respect to, or any waiver, renewal, extension, addition, or supplement to, or deletion from, or any other action or inaction under or in respect of, this Agreement, any of the other Loan Documents, or any other documents, instruments or agreements relating to the Guaranteed Obligations or any other instrument or agreement referred to therein or evidencing any Guaranteed Obligations or any assignment or transfer of any of the foregoing;

(b) any lack of validity or enforceability of this Agreement, any of the other Loan Documents, or any other document, instrument or agreement referred to therein or evidencing any Guaranteed Obligations or any assignment or transfer of any of the foregoing;

(c) any furnishing to Administrative Agent or the Lenders of any security for the Guaranteed Obligations, or any sale, exchange, release or surrender of, or realization on, any collateral securing any of the Guaranteed Obligations;

(d) any settlement or compromise of any of the Guaranteed Obligations, any security therefor, or any liability of any other party with respect to the Guaranteed Obligations, or any subordination of the payment of the Guaranteed Obligations to the payment of any other liability of Borrower or any other Loan Party;

(e) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to such Guarantor, Borrower, any other Loan Party or any other Person, or any action taken with respect to this Guarantee Agreement by any trustee or receiver, or by any court, in any such proceeding;

(f) any act or failure to act by Borrower, any other Loan Party or any other Person which may adversely affect such Guarantor's subrogation rights, if any, against Borrower to recover payments made under this Guarantee Agreement;

(g) any nonperfection or impairment of any security interest or other Lien on any collateral, if any, securing in any way any of the Guaranteed Obligations;

(h) any application of sums paid by Borrower, any other Guarantor or any other Person with respect to the liabilities of Borrower to Administrative Agent or the Lenders;

(i) any defect, limitation or insufficiency in the borrowing powers of Borrower or in the exercise thereof; or

(j) any other circumstance which might otherwise constitute a defense available to, or a discharge of, a Guarantor hereunder (other than payment in full in cash and performance in full).

11.04 Action with Respect to Guaranteed Obligations. Administrative and the Lenders may, at any time and from time to time, without the consent of, or notice to, any Guarantor, and without discharging any Guarantor from its obligations hereunder, take any and all actions described in Section 11.03 and may otherwise: (i) amend, modify, alter or supplement the terms of any of the Guaranteed Obligations in accordance with the terms of this Agreement or any of the applicable Loan Documents, including, but not limited to, extending or shortening the time of payment of any of the Guaranteed Obligations or changing the interest rate that may accrue on any of the Guaranteed Obligations; (ii) amend, modify, alter or supplement this Agreement or any of the other Loan Documents (other than this Article XI and Article XII, as to which each Guarantor's written consent is required) in accordance with the terms of this Agreement or any of the applicable Loan Documents; (iii) sell, exchange, release or otherwise deal with all, or any part, of any collateral securing any of the Guaranteed Obligations; (iv) release any other Loan Party or other Person liable in any manner for the payment or collection of the Guaranteed Obligations; (v) exercise, or refrain from exercising, any rights against Borrower, any other Guarantor or any other Person; and (vi) apply any sum, by whomsoever paid or however realized, to the Guaranteed Obligations in such order as the Lenders shall elect.

11.05 Waiver. Each Guarantor, to the fullest extent permitted by applicable Law, hereby waives notice of acceptance hereof or any presentment, demand, protest or notice of any kind, and any other act or thing, or omission or delay to do any other act or thing, which in any manner or to any extent might vary the risk of such Guarantor or which otherwise might operate to discharge such Guarantor from its obligations hereunder.

11.06 [Reserved].

11.07 Reinstatement of Guaranteed Obligations. If claim is ever made on Administrative Agent or any Lender for repayment or recovery of any amount or amounts received in payment or on account of any of the Guaranteed Obligations, and Administrative Agent or such Lender repays all or part of said amount by reason of (i) any judgment, decree or order of any court or administrative body of competent jurisdiction, or (ii) any settlement or compromise of any such claim effected by Administrative Agent or



such Lender with any such claimant (including Borrower or a trustee in bankruptcy for Borrower), then and in such event each Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding on it, notwithstanding any revocation hereof or the cancellation of this Agreement, any of the other Loan Documents, or any other instrument evidencing any liability of Borrower, and such Guarantor shall be and remain liable to Administrative Agent or such Lender for the amounts so repaid or recovered to the same extent as if such amount had never originally been paid to Administrative Agent or such Lender.

11.08 Subrogation. Each Guarantor hereby irrevocably waives any right of subrogation it may otherwise have as a result of any payment hereunder made by such Guarantor for the account of Borrower until the Guaranteed Obligations have been paid in full in cash. If any amount shall be paid to such Guarantor on account of or in respect of such subrogation rights or other claims or causes of action, such Guarantor shall hold such amount in trust for the benefit of Administrative Agent and the Lenders and shall forthwith pay such amount to Administrative Agent to be credited and applied against the Guaranteed Obligations, whether matured or unmatured, in accordance with the terms of this Agreement.

11.09 Payments Free and Clear. Subject to the provisions of Section 3.01, all sums payable by each Guarantor hereunder, whether of principal, interest, fees, expenses, premiums or otherwise, shall be paid in full, without set-off or counterclaim or any deduction or withholding whatsoever, and if any Guarantor is required by applicable Law or by a Governmental Authority to make any such deduction or withholding, such Guarantor shall, subject to this Agreement, pay to Administrative Agent and the Lenders such additional amount as will result in the receipt by Administrative Agent and the Lenders of the full amount payable hereunder had such deduction or withholding not occurred or been required.

11.11 [Reserved].

11.12 Subordination. Each Guarantor hereby expressly covenants and agrees for the benefit of Administrative Agent and the Lenders that all obligations and liabilities of Borrower to such Guarantor of whatever description, including without limitation, all intercompany receivables of such Guarantor from Borrower (collectively, the "Junior Claims") shall be subordinate and junior in right of payment to all Guaranteed Obligations. If an Event of Default shall exist, then no Guarantor shall accept any direct or indirect payment (in cash, property or securities, by setoff or otherwise) from Borrower on account of or in any manner in respect of any Junior Claim until all of the Guaranteed Obligations have been paid in full in cash.

11.13 Information. Each Guarantor assumes all responsibility for being and keeping itself informed of the financial condition of Borrower and the other Guarantors, and of all other circumstances bearing upon the risk of nonpayment of any of the Guaranteed Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that none of Administrative Agent or the Lenders shall have any duty whatsoever to advise any Guarantor of information regarding such circumstances or risks.

11.14 Loan Accounts. In the case of any dispute relating to any of the outstanding amount, payment or receipt of any of the Guaranteed Obligations or otherwise, the entries in the books and accounts (including the Register) maintained by the Administrative Agent and the Lenders shall be deemed conclusive evidence of the amounts and other matters set forth herein, absent manifest error. The failure of Administrative Agent or any Lender to maintain such books and accounts shall not in any way relieve or discharge any Guarantor of any of its obligations hereunder.

11.15 Waiver of Remedies. No delay or failure on the part of Administrative Agent or any Lender in the exercise of any right or remedy it may have against any Guarantor hereunder or otherwise shall

operate as a waiver thereof, and no single or partial exercise by Administrative Agent or any Lender of any such right or remedy shall preclude any other or further exercise thereof or the exercise of any other such right or remedy.

11.16 Termination. The Guarantee hereunder shall remain in full force and effect until the indefeasible payment of the Guaranteed Obligations in full in cash and the termination or cancellation of this Agreement in accordance with its terms.

11.17 Successors and Assigns. Each reference herein to Administrative Agent or the Lenders shall be deemed to include such Person's respective successors and permitted assigns in accordance with the terms of this Agreement (including, but not limited to, any holder of the Guaranteed Obligations) in whose favor the provisions of the Guarantee hereunder also shall inure, and each reference herein to each Guarantor shall be deemed to include such Guarantor's successors and assigns, upon whom the Guarantee hereunder also shall be binding. The Lenders may, in accordance with the applicable provisions of this Agreement, assign, transfer or sell any Guaranteed Obligation, or grant or sell participations in any Guaranteed Obligations, to any Person without the consent of, or notice to, any Guarantor and without releasing, discharging or modifying any Guarantor's obligations hereunder. Subject to this Agreement, each Guarantor hereby consents to the delivery by Administrative Agent or any Lender to any assignee of any financial or other information regarding Borrower or any Guarantor. No Guarantor may assign or transfer its obligations hereunder to any Person without the prior written consent of all Lenders and any such assignment or other transfer to which all of the Lenders have not so consented shall be null and void.

11.18 Joint and Several Obligations. The obligations of the Guarantors hereunder shall be joint and several, and accordingly, each Guarantor confirms that it is liable for the full amount of the Guaranteed Obligations and all of the obligations and liabilities of each of the other Guarantors hereunder.

11.19 Payments. All payments to be made by any Guarantor pursuant to this Guarantee Agreement shall be made in accordance with Section 2.11(a).

11.20 Notices. All notices, requests and other communications to any Guarantor shall be made to the Borrower under and in accordance with Section 10.02, which shall be deemed to constitute notice to all Guarantors.

## ARTICLE XII SECURITY AGREEMENT

12.01 Grant of Security Interest.

(a) To secure the prompt payment in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, and subject to Section 12.01(b) hereof, the "Collateral"):

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) those certain Commercial Tort Claims set forth on Schedule 12.01(a)(iii) hereto;

- (iv) all Deposit Accounts;
- (v) all Documents;
- (vi) all Equipment;
- (vii) all Fixtures;
- (viii) all General Intangibles;
- (ix) all Instruments;
- (x) all Intellectual Property;
- (xi) all Inventory;
- (xii) all Investment Property;
- (xiii) all Letter-of-Credit Rights;
- (xiv) all Money;
- (xv) all Pledged Equity Collateral;
- (xvi) all Supporting Obligations;
- (xvii) owned and leased real property;
- (xviii) leasehold interests;
- (xix) causes of action pursuant to Chapter 5 of the Bankruptcy Code; and
- (xx) all Accessions and all Proceeds of any and all of the foregoing.

For purposes hereof: (a) each of the following capitalized terms shall the meaning assigned to such term set forth in the UCC: "Accounts," "Chattel Paper," "Commercial Tort Claims," "Deposit Accounts," "Documents," "Equipment," "Fixtures," "General Intangibles," "Instruments," "Inventory," "Investment Property," "Letter-of-Credit Rights," "Money," "Supporting Obligations," "Accessions" and "Proceeds"; (b) "Intellectual Property" means collectively, all of the following of any Grantor: (i) all systems software, applications software and internet rights, including, without limitation, screen displays and formats, internet domain names, web sites (including web links), program structures, sequence and organization, all documentation for such software, including, without limitation, user manuals, flowcharts, programmer's notes, functional specifications, and operations manuals, all formulas, processes, ideas and know-how embodied in any of the foregoing, and all program materials, flowcharts, notes and outlines created in connection with any of the foregoing, whether or not patentable or copyrightable, (ii) concepts, discoveries, inventions, improvements and ideas, (iii) any useful information relating to the items described in clause (i) or (ii), including know-how, technology, engineering drawings, reports, design information, trade secrets, practices, laboratory notebooks, specifications, test procedures, maintenance manuals, research, development, manufacturing, marketing, merchandising, selling, purchasing and accounting, (iv) Copyrights and Copyright Licenses, Patents and Patent Licenses, Trademarks and Trademark Licenses, and (v) other licenses to use any of the items described in the foregoing clauses (i), (ii), (iii) and (iv) or any

other similar items of such Grantor necessary for the conduct of its business; (c) "Copyrights" means, collectively, all of the following of any Grantor: (i) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications anywhere in the world, including copyrights in computer software, Internet websites and the content thereof, (ii) all extensions, and renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (iv) the right to sue for past, present or future infringements of any of the foregoing and (v) all rights corresponding to any of the foregoing throughout the world; (d) "Copyright Licenses" means any agreement now or hereafter in existence naming any Grantor as licensor or licensee granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright; (e) "Patents" means, collectively, all of the following of any Grantor: (i) all patents, rights and interests in patents, patent disclosures, patentable inventions and patent applications anywhere in the world, (ii) all improvements thereto, reissues, continuations (in whole or in part), divisionals, reexaminations and renewals and extensions of any of the foregoing, (iii) all income, royalties, damages or payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing and (v) all rights corresponding to any of the foregoing throughout the world; (f) "Patent License" means all agreements now or hereafter in existence, whether written, implied or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent; (g) "Trademarks" means, collectively all of the following of any Grantor: (i) all trademarks, rights and interests in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, together with translations, adaptations, derivations and combinations thereof, prints and labels on which any of the foregoing have appeared or appear, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world, (ii) all extensions and renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (iv) the right to sue for past, present or future infringements of any of the foregoing and (v) all rights corresponding to any of the foregoing (including the goodwill) throughout the world; and (h) "Trademark License" means any agreement now or hereafter in existence, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark.

(b) Notwithstanding anything herein to the contrary, in no event shall the Collateral (or any component term thereof) include or be deemed to include (i) any General Intangible, permit, contracts, instruments, licenses, license agreements or other documents (or any rights thereunder), to the extent (and only to the extent) that the grant of a security interest would (A) constitute a violation of a restriction in favor of a third party on such grant, (B) would result in the termination of such General Intangible, permit, contracts, instruments, licenses, license agreements or other documents or give any other party to such General Intangible, permit, contract, instrument, license, license agreement or other document the right to terminate its obligations thereunder, or (C) violate any Law; provided that the limitation set forth in this clause (i) shall not affect, limit, restrict or impair the grant by a Loan Party of a security interest pursuant to this Agreement in any such right, to the extent that an otherwise applicable prohibition or restriction on such grant is rendered ineffective by any applicable Law, including the UCC or the Bankruptcy Code and (ii) any direct or indirect interest in any Equity Interest of any joint venture, partnership or other entity if and for so long as the grant of such security interest or Lien shall constitute a

default under, termination pursuant to, or is otherwise prohibited by the terms of the joint venture agreement, partnership agreement or other organizational documents of, or contract or other agreement of (or covering or purporting to cover the assets of) such joint venture, partnership or entity or its direct or indirect parent, or require the payment of a fee, penalty or similar increased costs or result in the loss of economic benefit or the abandonment or invalidation of such Loan Party's or any Subsidiary's interest in such Equity Interest or shall otherwise adversely impact such joint venture, partnership or other entity; provided that the limitation set forth in this clause (ii) shall not affect, limit, restrict or impair the grant by a Loan Party of a security interest pursuant to this Agreement in any such right, to the extent that an otherwise applicable prohibition or restriction on such grant (whether applicable to such Loan Party or to any parent company or Person owned by such Loan Party) is rendered ineffective by any applicable law, including the UCC or the Bankruptcy Code; provided, further, that any such security interest and Lien shall attach immediately and automatically after any such disqualifying condition specified in clause (i) or (ii) of this paragraph shall cease to exist.

(c) Subject to the Carve-Out and subject to the scheme of priority set forth in the DIP Order, pursuant to Bankruptcy Code Section 364(c)(1) the Administrative Agent and the Secured Parties have been granted a superpriority administrative claim over any and all administrative claims of the type specified in Bankruptcy Code Section 503(b) and 507(b). As collateral for the Loans and security for the full and timely payment and performance of all Obligations when due (whether at stated maturity, by acceleration or otherwise), the Administrative Agent, for the benefit of the Secured Parties, is hereby granted (i) pursuant to Section 364(c)(2) of the Bankruptcy Code, a perfected first priority Lien on the Collateral that is otherwise unencumbered as of the commencement of the Cases; (ii) pursuant to Section 364(c)(3) of the Bankruptcy Code, a perfected Lien on all Collateral of the Secured Parties, junior only to (A) Pre-Petition Priority Liens, and (B) valid Liens in existence at the time of such commencement that are perfected subsequent to such commencement as permitted by Section 546(b) of the Bankruptcy Code; and (iii) pursuant to Section 364(d)(1) of the Bankruptcy Code, a perfected senior priming Lien on all of the Loan Parties' Collateral that is subject only to the Carve-Out.

12.02 Pledged Equity Collateral. As security for the Obligations, each of the Loan Parties pledges, hypothecates, assigns, transfers, sets over and delivers unto the Administrative Agent, its successors and assigns, for the benefit of the Lenders, and grants to the Administrative Agent, its successors and assigns, for the benefit of the Lenders, a continuing security interest in and to the following (hereinafter collectively called the "Pledged Equity Collateral"):

(a) Subject to Section 12.01(b), all of the Equity Interests now held and hereafter acquired by such Loan Party at any time, and any certificates representing such Equity Interests, all of the right, title and interest of such Loan Party in, to and under its percentages interest, shares or units as an owner thereof, and all Investment Property in respect thereof, including, without limitation, such Loan Party's interests in (or allocations of) the profits, losses, income, gains, deductions, credits or similar items in respect of any Equity Interests now held or hereafter acquired by such Loan Party, and the right to receive dividends or distributions in respect thereof, cash, other property, assets, and all options and warrants for the purchase of Equity Interests, all of such Loan Party's right, title and interest to receive payments of principal and interest on any loans and/or other extensions of credit made by such Loan Party to Borrower, all of such Loan Party's voting rights, whether now existing or hereafter arising, whether arising under the terms of the Charter and By-laws or any of the other organization documents of each Person in which it holds or acquires any Equity Interests, at law or in equity, or otherwise and any and all of the proceeds thereof (all of the foregoing being hereinafter collectively referred to as the "Pledged Equity"), and all distributions, cash, Instruments, Investment Property and other property from time to time received, receivable or otherwise distributed in respect of, or in exchange for, any or all of the Pledged Equity; provided that such pledge, hypothecation, assignment, transfer, set over, delivery and grant by Parent of the

Pledged Equity of the Borrower is made solely on a non-recourse basis; *provided further* that “Pledged Equity” shall not include Equity Interests in excess of 66 2/3% of the Equity Interests in any foreign Subsidiary of the Borrower to the extent that the Borrower and the Required Lenders reasonably determine that any change in U.S. tax law after the Closing Date would result in materially adverse tax consequences of the Loan Parties taken as a whole;

(b) all other property hereafter delivered to the Administrative Agent by such Loan Party in substitution for or in addition to any of the foregoing, all certificates and instruments representing or evidencing such other property and all cash, securities, interest, dividends, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all thereof; and

(c) all products and proceeds of all of the foregoing;

TO HAVE AND TO HOLD the Pledged Equity Collateral, together with all rights, titles, interests, privileges and preferences appertaining or incidental thereto, unto the Administrative Agent forever, subject, however, to the terms, covenants and conditions hereafter set forth.

12.03 No Filings Required; Perfection of Security Interests; Priority.

The Liens and security interests referred to herein shall be deemed valid and perfected by entry of the DIP Orders. The Administrative Agent shall not be required (but shall have the option and authority) to file any financing statements, mortgages, notices of Lien or similar instruments in any jurisdiction or filing office or to take any other action in order to validate or perfect the Lien and security interest granted by or pursuant to this Agreement, any other Loan Document or the DIP Orders. The DIP Liens in the Collateral will not be junior in priority to any Lien other than the Carve-Out and the Pre-Petition Priority Liens (to the extent, and only to the extent, set forth in the DIP Orders).

12.04 Certain Perfection Actions; Further Assurances

(a) Notwithstanding the perfection of any security interest granted hereunder pursuant to the order of the Bankruptcy Court under the applicable DIP Order, each Loan Party shall, as applicable, at such Person’s expense, perform all steps requested by the Administrative Agent or the Lenders at any time to perfect, maintain, protect, and enforce the DIP Liens, including: upon request by the Administrative Agent, delivering to the Administrative Agent (who shall hold on behalf of the other Lenders) the originals of all certificated Investment Property, instruments, documents, and chattel paper, and all other Collateral of which the Required Lenders reasonably determine the Administrative Agent should have physical possession in order to perfect and protect the Administrative Agent’s security interest therein, duly pledged, endorsed, or assigned to the Administrative Agent without restriction. None of the Loan Parties shall be required, nor is the Administrative Agent authorized, to take any action (other than the execution and delivery of this Agreement) (i) to create or perfect security interest in any assets located or titled outside of the United States, including any Intellectual Property registered or applied for in any non-U.S. jurisdiction, (ii) to perfect in any assets subject to a certificate of title statute or (iii) to perfect in any Letter-of-Credit Rights to the extent not perfected by the filing of a UCC financing statement. To the fullest extent permitted by applicable law, the Administrative Agent may file one or more financing statements disclosing the DIP Liens on the Collateral.

(b) To the extent any Loan Party owns any Investment Property, such Loan Party agrees as follows with respect to such Investment Property:

(i) All cash dividends, cash distributions, and other cash or cash equivalents in respect of such Investment Property at any time payable or deliverable to such Loan Party shall be deposited a Controlled Account; and

(ii) Such Loan Party will not acknowledge any transfer or encumbrance in respect of such Investment Property to or in favor of any Person other than the Administrative Agent or a Person designated by the Administrative Agent in writing.

(c) The Administrative Agent shall have the right, at any time, after the occurrence and during the continuance of an Event of Default, to transfer to or register in the name of the Administrative Agent or its nominee any Equity Interest in such Subsidiary. In addition, the Administrative Agent shall have the right at any time to exchange certificates or instruments representing or evidencing Equity Interests of such Subsidiaries for certificates or instruments of smaller or larger denominations.

(d) Subject to Section 12.04(a), each Loan Party agrees, at its expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Administrative Agent or any Lender may from time to time reasonably request for the perfection and preserving of the security interests and the rights and remedies created hereby, including but not limited to, the execution and delivery of such additional conveyances, assignments, agreements, instruments and endorsements, the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interests created hereby and the execution, filing and recordation of any financing statements (including fixture filings) or other documents as Administrative Agent (acting at the direction of the Required Lenders) may deem reasonably necessary or desirable for the perfection of the security interests granted hereunder.

#### 12.05 Powers of Attorney.

(a) Each Loan Party hereby irrevocably appoints Administrative Agent (and any officer or agent of Administrative Agent), on behalf of and for the benefit of the Lenders, as its true and lawful attorney-in-fact, with power of substitution for and in the name of Administrative Agent or otherwise, for the use and benefit of Administrative Agent to, effective upon the occurrence and during the continuance of an Event of Default and subject to the DIP Orders: (i) receive, endorse the name of such Loan Party (or, as applicable, Parent) upon and deliver any notes, acceptances, checks, drafts, money orders or other evidences of payment that may come into the possession of Administrative Agent with respect to the Collateral; (ii) cause such Loan Party's mail (or, as applicable, that of Parent) to be transferred to Administrative Agent's own offices and to receive and open all mail addressed to such Loan Party (or, as applicable, Parent) for the purposes of removing any such notes, acceptances, checks, drafts, money orders or other evidences of payment; (iii) demand, collect and receive payment in respect of the Collateral and to apply any such payments directly to the payment of the Obligations in accordance with this Agreement; (iv) receive and give discharges and releases of all or any of the Collateral; (v) commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction, to collect or otherwise realize on all or any part of the Collateral or to enforce any rights in respect thereof; (vi) sign the name of such Loan Party (or, as applicable, Parent) on any invoice or bill of lading relating to any of the Collateral; (vii) send verification of any Accounts to any account debtor or customer; (viii) notify any account debtor or other obligor of such Loan Party (or, as applicable, Parent) with respect to any Collateral to make payment to Administrative Agent; (ix) settle, compromise, compound, adjust or defend any actions, suits or proceedings relating or pertaining to all or any of the Collateral; (x) take any action for purposes of carrying out of the terms of this Agreement; (xi) enforce all of such Loan Party's rights and powers under and pursuant to any and all agreements with respect to the Collateral; and (xii) generally, to sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and

to do all other acts and things necessary to carry out this Agreement, as fully and completely as though Administrative Agent were the absolute owner of the Collateral for all purposes; provided, however, nothing herein contained shall be construed as requiring or obligating Administrative Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by Administrative Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken by Administrative Agent or omitted to be taken with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of such Loan Party or to any claim or action against Administrative Agent. It is understood and agreed that the power of attorney granted to Administrative Agent for the purposes set forth above in this Section 12.05 is coupled with an interest and is irrevocable. The provisions of this Section 12.05 shall in no event relieve any Loan Party of any of its obligations hereunder with respect to the Collateral or any part thereof or impose any obligation on Administrative Agent to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by Administrative Agent of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, by law or otherwise.

(b) Beyond the duty of Administrative Agent to exercise reasonable care in the custody of any Collateral in its possession, Administrative Agent shall not, under any circumstance or in any event whatsoever, have any liability for any part of the Collateral, nor shall Administrative Agent have any liability for any error or omission or delivery of any kind incurred in the good faith settlement, collection or payment of any of the Collateral or any monies received in payment therefor or for any damages resulting therefrom, nor shall this Agreement impose upon Administrative Agent any obligation to perform any obligation with respect to the Collateral. The costs of collection, notification and enforcement, including but not limited to, reasonable attorneys' fees and reasonable out-of-pocket expenses, shall be borne solely by each Loan Party, as applicable, whether the same are incurred a Loan Party or Administrative Agent.

12.06 Certain Waivers; Loan Party Not Discharged Each Loan Party expressly and irrevocably waives (to the extent permitted by applicable law) presentment, demand of payment and protest of nonpayment in respect of its Obligations under this Agreement. The obligations and duties of each Loan Party hereunder are irrevocable, absolute, and unconditional and shall not be discharged, impaired or otherwise affected by (a) the failure of Administrative Agent to assert any claim or demand or to enforce any right or remedy against any Loan Party or any grantee under the provisions of this Agreement or any waiver, consent, extension, indulgence or other action or inaction in respect thereof, (b) any extension or renewal of any part of the Obligations, (c) any rescission, waiver, amendment or modification of any of the terms or provisions of any agreement related to this Agreement, (d) the release of any liens on or security interests in any part of the Collateral or the release, sale or exchange of or failure to foreclose against any security held by or for the benefit of Administrative Agent for payment or performance of the Obligations, (e) the bankruptcy, insolvency or reorganization of any Loan Party or any grantee or any other Persons, (f) any change, restructuring or termination of the organization structure or existence of any Loan Party or any grantee or any restructuring or refinancing of all or any portion of the Obligations, or (g) any other event that under law would discharge the obligations of a surety other than payment and satisfaction in full of all Obligations.

12.07 Adequate Protection. The Pre-Petition Secured Parties have been granted adequate protection in accordance with the DIP Orders to the extent of any diminution in the value of the Collateral as of the Petition Date, including but not limited to any diminution in value resulting from (i) the use, sale or lease of Collateral pursuant to Bankruptcy Code Section 363(c) or (ii) the imposition of the automatic stay pursuant to Bankruptcy Code Section 362(a), in the form of Adequate Protection Liens, Adequate Protection Superpriority Claims and Adequate Protection Obligations.



[Signature Pages Follow]

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

**MONITRONICS INTERNATIONAL, INC.**, as Borrower

By: /s/ William E Niles  
Name: William E. Niles  
Title: Executive Vice President and Secretary

[Signature Page to DIP Financing Credit Agreement]

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**MIBU SERVICER, INC.**, as Loan Party

By: /s/ William E Niles  
Name: William E. Niles  
Title: Vice President and Secretary

**MONTRONICS CANADA, INC.**, as Loan Party

By: /s/ William E Niles  
Name: William E. Niles  
Title: Vice President and Secretary

**PLATINUM SECURITY SOLUTIONS, INC.**, as Loan Party

By: /s/ William E Niles  
Name: William E. Niles  
Title: Vice President and Secretary

**MI SERVICER LP, LLC**, as Loan Party

By: /s/ William E Niles  
Name: William E. Niles  
Title: Vice President and Secretary

**LIVEWATCH SECURITY, LLC**, as Loan Party

By: /s/ William E Niles  
Name: William E. Niles  
Title: Executive Vice President and Secretary

**MONTRONICS FUNDING LP**, as Loan Party

By: /s/ William E Niles  
Name: William E. Niles  
Title: Vice President and Secretary

[Signature Page to DIP Financing Credit Agreement]

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**MONITRONICS SECURITY LP, as Loan Party**

By: /s/ William E Niles  
Name: William E. Niles  
Title: Vice President and Secretary

**SECURITY NETWORKS, LLC, as Loan Party**

By: /s/ William E Niles  
Name: William E. Niles  
Title: Executive Vice President and Secretary

[Signature Page to DIP Financing Credit Agreement]

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**ENCINA PRIVATE CREDIT SPV, LLC**, as  
Administrative Agent, L/C Issuer and a Lender

By: /s/ Janani Sharma  
Name: Janani Sharma  
Title: Duly Authorized Signatory

[Signature Page to DIP Financing Credit Agreement]

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**KKR CAPITAL MARKETS LLC**, as Arranger

By: /s/ W Cade Thompson  
Name: W Cade Thompson  
Title: Authorized Signatory

[Signature Page to DIP Financing Credit Agreement]

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**KKR CREDIT ADVISORS (US) LLC**, on behalf of itself and certain of its affiliates and its or their managed funds and accounts, as Structuring Advisor

By: /s/ Jeffrey M. Smith  
Name: Jeffrey M. Smith  
Title: Authorized Signatory

[Signature Page to DIP Financing Credit Agreement]

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**CORPORATE CAPITAL TRUST II, as a Lender**

By: /s/ Jeffrey M. Smith  
Name: Jeffrey M. Smith  
Title: Authorized Signatory

**FS INVESTMENT CORPORATION II, as a Lender**

By: /s/ Jeffrey M. Smith  
Name: Jeffrey M. Smith  
Title: Authorized Signatory

**FS INVESTMENT CORPORATION III, as a Lender**

By: /s/ Jeffrey M. Smith  
Name: Jeffrey M. Smith  
Title: Authorized Signatory

**FS INVESTMENT CORPORATION IV, as a Lender**

By: /s/ Jeffrey M. Smith  
Name: Jeffrey M. Smith  
Title: Authorized Signatory

[Signature Page to DIP Financing Credit Agreement]

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**MONARCH MASTER FUNDING LTD**, as a Lender

By: Monarch Alternative Capital LP, as advisor

By: /s/ Christopher Santana  
Name: Christopher Santana  
Title: Managing Principal

[Signature Page to DIP Financing Credit Agreement]

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**FS GLOBAL CREDIT OPPORTUNITIES FUND**

By: FS Global Advisor, LLC, its investment advisor, as a Lender

By: /s/ Ted Gallivan

Name: Ted Gallivan

Title: Executive Director

**DAUPHIN FUNDING LLC,**

By: FS Global Opportunities Fund, as its Sole Member

By: FS Global Advisor, LLC, its Investment Advisor, as a Lender

By: /s/ Ted Gallivan

Name: Ted Gallivan

Title: Executive Director

[Signature Page to DIP Financing Credit Agreement]

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ANNEX A

Milestones

Date	Milestone
Petition Date	Filing by the Borrower of the Plan of Reorganization and related disclosure statement requiring payment in full of the obligations under the Facility in cash (including Cash Collateralization of Letters of Credit if applicable) upon the effectiveness of such Plan of Reorganization, and otherwise in form and substance reasonably acceptable to and the Required Lenders.
Earlier of (i) the date set for the Plan Milestone in the Restructuring Support Agreement and (ii) the date that is 75 days following the Petition Date	Entry of an order confirming such Plan of Reorganization by the Bankruptcy Court (the " <i>Plan Milestone</i> ")
Earlier of (i) the date set for the Exit Milestone in the Restructuring Support Agreement and (ii) the date that is 120 days following the Petition Date	Effectiveness of such Plan of Reorganization (the " <i>Exit Milestone</i> ")

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## AMENDMENT NO. 8 TO CREDIT AGREEMENT AND CONSENT TO AGENCY RESIGNATION AND APPOINTMENT AGREEMENT

This Amendment No. 8 to Credit Agreement and Consent to Agency Resignation and Appointment Agreement (this "Amendment") is entered into as of July 3, 2019 by and between Monitronics International, Inc., a Texas corporation (the "Borrower"), the guarantors party hereto (the "Guarantors"), Cortland Capital Market Services LLC ("Cortland"), in its capacity as Successor Agent (as defined below) and those Lenders (as defined below) under the Credit Agreement that are parties hereto, which collectively constitute the Required Lenders (as defined in the Credit Agreement).

RECITALS

A. The Borrower is a party to that certain Amended and Restated Credit Agreement dated as of March 23, 2012, by and among the Borrower, the Resigning Agent (as defined below), and the Lenders from time to time party thereto, as amended by Amendment No. 1 to Credit Agreement and Consent dated as of November 7, 2012, Amendment No. 2 to Credit Agreement dated as of March 25, 2013, Amendment No. 3 to the Credit Agreement and Amendment No. 1 to Guaranty Agreement dated as of August 16, 2013, Amendment No. 4 to Credit Agreement dated as of February 17, 2015, Amendment No. 5 to Credit Agreement dated as of April 9, 2015, Amendment No. 6 to Credit Agreement dated as of September 30, 2016, and Amendment No. 7 to Credit Agreement dated as of December 29, 2016 (as so amended, the "Existing Credit Agreement"), and as amended by this Amendment and as further amended, restated, modified or supplemented from time to time, the "Credit Agreement").

B. Bank of America, N.A. as the existing Administrative Agent and L/C Issuer (in such capacities, the "Resigning Agent") has notified the Borrower and the Lenders of its resignation as the Administrative Agent and L/C Issuer under the Credit Agreement and each other Loan Document in accordance with that certain Agency Resignation, Appointment and Assumption Agreement, dated as of July 3, 2019 by and among the Resigning Agent, the Borrower and the Successor Agent (the "Agency Resignation and Appointment Agreement"), and the Lenders party hereto (which collectively constitute the Required Lenders) consent to the resignation of Resigning Agent and the appointment of Cortland to act as the successor Administrative Agent (in such capacity, the "Successor Agent") under the Credit Agreement and each other Loan Document in accordance with the terms of the Agency Resignation and Appointment Agreement.

C. Pursuant to Section 10.01 of the Existing Credit Agreement, the Borrower and the Lenders party hereto, subject to the terms and conditions set forth herein, have jointly agreed (with the Successor Agent's acknowledgment) to amend the Existing Credit Agreement as more particularly set forth herein.

Now, therefore, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the Successor Agent, Lenders and the Borrower hereby acknowledge, agree and consent to the following:

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**Section 1.** Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the meanings, if any, assigned to such terms in the Existing Credit Agreement.

**Section 2.** Interpretation. The rules of interpretation set forth in Section 1.02 of the Existing Credit Agreement shall be applicable to this Amendment and are incorporated herein by this reference.

**Section 3.** Amendments.

3.1 Section 1.01 of the Existing Credit Agreement is hereby amended by inserting the following definitions in proper alphabetical order therein:

“Ad Hoc Group Advisors” means (x) Jones Day, as legal counsel, (y) Evercore L.L.C., as financial advisor, and (z) subject to the consent of the Borrower (such consent not to be unreasonably withheld conditioned or delayed) any other financial advisor, auditor, attorney, accountant, appraiser, auditor, business valuation expert, environmental engineer or consultant, turnaround consultant, and other consultants, professionals and experts retained by the Ad Hoc Lender Group.

“Ad Hoc Lender Group” means certain of the Lenders hereunder represented by the Ad Hoc Group Advisors.

“Amendment No. 8” means Amendment No. 8 to Credit Agreement and Consent to Agency Resignation and Appointment, dated as of July 3, 2019.

“Amendment No. 8 Effective Date” has the meaning given to such term in Amendment No. 8.

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

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

“Cortland” means Cortland Capital Market Services LLC.

“Prime Rate” means the rate of interest per annum which is identified as the “Prime Rate” and normally published in the Money Rates section of The Wall Street Journal (or, if such rate ceases to be so published, as quoted from such other generally available and recognizable source as the Administrative Agent may select); each change in the Prime Rate shall be effective from and including the date such change is announced as being effective.

“Successor Agent Fee Letter” means on and after the Amendment No. 8 Effective Date, the fee letter, dated as of the Amendment No. 8 Effective Date, as amended, replaced or supplemented, between the Borrower and Cortland, as Administrative Agent.”

3.2 Section 1.01 of the Existing Credit Agreement is hereby amended by amending and restating the following definitions in their entirety and inserting them in proper alphabetical order therein:

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

“Administrative Agent’s Office” means the Administrative Agent’s address and account identified to Borrower on the Amendment No. 8 Effective Date, or such other address or account as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

“Administrative Questionnaire” means an Administrative Questionnaire in any form approved by the Administrative Agent.”

“Base Rate” means 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 Prime Rate and (c) the Eurodollar Rate plus 1.00%. If the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Rate or the Eurodollar Rate for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms of the definition of Federal Funds Rate, the Base Rate shall be determined without regard to clause (b) or (c) of the preceding sentence until the circumstances giving rise to such inability no longer exist.

“Fee Letter” means (i) until and including the Amendment No. 8 Effective Date, the fee letter, dated as of the Closing Date, as amended, replaced or supplemented, among the Borrower, the Administrative Agent and MLPFS and (ii) on and after the Amendment No. 8 Effective Date, the Successor Agent Fee Letter.”

3.3 The definition of “Eurodollar Rate” in Section 1.01 of the Existing Credit Agreement is hereby amended by (i) adding the words “ICE Benchmark Administration” immediately prior to the words “London Interbank Offered Rate” and (ii) deleting the clause “offered by Bank of America’s London Branch to major banks” in paragraphs (a) and (b) thereof and replacing such clause with “quoted to the Administrative Agent by major banks.”

3.4 The definition of “Federal Funds Rate” in Section 1.01 of the Existing Credit Agreement is hereby amended by deleting the clause (b) thereof and replacing such clause (b) with the following:

“(b) if no such rate is so published for any day that is a Business Day, the average of the quotations for the day for such transactions received by the Administrative Agent from three major U.S. banking institutions of recognized standing selected by it.”

3.5 Section 2.02(a) of the Existing Credit Agreement is hereby amended by deleting the clause “on the requested date” and replacing such clause with “one Business Day prior to the requested date”.

3.6 Section 2.02(b) of the Existing Credit Agreement is hereby amended by deleting the clause “either by (i) crediting the account of the Borrower on the books of Bank of America with the amount of such funds or (ii)” and replacing such clause with “by”.

3.7 Section 2.02(d) of the Existing Credit Agreement is hereby amended by deleting the second sentence thereof.

3.8 Section 2.04(a)(i) of the Existing Credit Agreement is hereby amended by (i) deleting the clause “on the date of prepayment of Base Rate Loans” and replacing such clause with “one Business Day prior to the date of prepayment of Base Rate Loans”, (ii) deleting the clause “prepayment of a Eurodollar Rate Loan shall be accompanied” and replacing such clause with “prepayment of a Loan shall be accompanied”, and (iii) deleting the clause “as directed by the Borrower” and replacing such clause with “as directed by the Borrower in writing (which may be by facsimile or electronic mail), or in the absence of such direction, in direct order of maturity”.

3.9 Section 2.04(b)(v) of the Existing Credit Agreement is hereby amended by adding the following sentence to the beginning thereof:

“At least one (1) Business Day prior to the prepayment of the Loans under this Section 2.04(b), the Borrower shall deliver to the Administrative Agent a written notice (which may be by facsimile or electronic mail) specifying the date of such prepayment and the amount thereof.”

3.10 Section 6.02 of the Existing Credit Agreement is hereby amended by (i) deleting the “and” at the end of clause (l), (ii) deleting the “.” at the end of clause (m) and replacing it with “; and” and (iii) adding the following clause (n) immediately after clause (m):

“(n) promptly after any request therefore by the Administrative Agent, any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified in parts (c) or (d) of such certification, a new Beneficial Ownership Certification.”

3.11 Section 10.04(a) of the Existing Credit Agreement is hereby amended by amending and restating such section as follows:

“(a) Costs and Expenses. The Borrower shall pay (i) all reasonable out-of-pocket expenses (including the reasonable fees, charges and disbursements of the Ad Hoc Group Advisors and financial and restructuring advisors and separate counsel for the Administrative Agent) incurred by the Administrative Agent and its Affiliates and the Ad Hoc Lender Group in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the

L/C Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable out-of-pocket expenses incurred by the Administrative Agent, any Lender or the L/C Issuer (including the fees, charges and disbursements of any counsel for the Administrative Agent, any Lender or the L/C Issuer) in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.”

3.12 Section 10.04(b) of the Existing Credit Agreement is hereby amended by (i) deleting the clause “incurred by any Indemnitee or asserted against any Indemnitee by any Person (including the Borrower or any other Loan Party) other than such Indemnitee and its Related Parties” and replacing such clause with “incurred by any Indemnitee or asserted against any Indemnitee by any Person (other than such Indemnitee and its Related Parties, but including the Borrower or any other Loan Party)” and (ii) amending and restating clause (z) of the proviso set forth therein as follows:

“(z) arising from any dispute among Indemnitees other than as to any claims brought against the Administrative Agent or the L/C Issuer in its capacity as such, or against any Arranger or any Co-Manager in its capacity as such, in connection with the Transaction and in any event not arising or resulting from any act or omission by the Borrower or any of its affiliates, in either case as determined by a court of competent jurisdiction by a final and nonappealable judgment.”

3.13 Section 10.04(c) of the Existing Credit Agreement is hereby amended by inserting the following parenthetical immediately after the words “Total Credit Exposure at such time”:

“(or if such unreimbursed expense or indemnity payment is sought after the date on which the Loans have been paid in full and the Commitments have terminated, in accordance with their respective Pro Rata Shares immediately prior to the date on which the Loans are paid in full and the Commitments have terminated)”

3.14 Section 10.06(b)(i)(B) of the Existing Credit Agreement is hereby amended by deleting the clause “or, if “Trade Date” is specified in the Assignment and Assumption, as of the Trade Date” appearing therein.

3.15 Section 10.06(b)(iv) of the Existing Credit Agreement is hereby amended by adding the phrase “and all other documents reasonably requested by the Administrative Agent under anti-money laundering rules and regulations, including, without limitation, the Patriot Act (including, to the extent the assignee is not already a Lender, an Administrative Questionnaire from such



assignee and any tax forms required under Section 3.01)” immediately following the phrase “in the amount of \$3,500” appearing therein.

3.16 Section 10.18 of the Existing Credit Agreement is hereby amended by amending and restating the penultimate sentence thereof as follows:

“The Borrower shall, promptly following a reasonable request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender reasonably requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Act and the Beneficial Ownership Regulation.”

3.17 The Existing Credit Agreement is hereby amended by replacing each instance of “telephonic notice” or “by telephone” with “written notice (which notice may be by facsimile or electronic mail)” or “in writing (which may be by facsimile or electronic mail)” as applicable.

**Section 4.**        Acknowledgment and Consent to Agency Resignation and Appointment Agreement

4.1 Each of the Lenders party hereto, constituting the Required Lenders, by delivering their signature pages to this Amendment (i) expressly acknowledges and consents to the resignation of the Resigning Agent, the appointment of the Successor Agent and the terms of the Agency Resignation and Appointment Agreement attached hereto as Exhibit A, (ii) waives any notice, notice period and/or waiting period in respect of the resignation of the Resignation Agent as Administrative Agent and L/C Issuer as may be required by any Loan Document (including pursuant to Section 9.06 of the Credit Agreement), (iii) waives the requirement set forth therein that a successor Administrative Agent shall be a bank and (iv) consents to the Agency Resignation and Appointment Agreement and the terms set forth therein and agrees that such consent (and the related appointment contained in Section 4.2 below) shall (x) survive any termination of this Amendment or other failure to meet the Conditions to Effectiveness set forth in Section 6 and (y) constitute such Lender’s consent to the execution by the Borrower, the Guarantors, Bank of America, as Resigning Agent, and Cortland, as Successor Agent, of the Agency Resignation and Appointment Agreement and the effectiveness of the foregoing without the need to obtain the further consent of any Lender. The Lenders party hereto expressly consent and agree to the terms set forth in the Agency Resignation and Appointment Agreement, including all waivers, amendments or modifications to the Credit Agreement or one or more of the other Loan Documents set forth therein.

4.2 The Lenders party hereto hereby appoint Cortland to act as the successor Administrative Agent under the Credit Agreement and the other Loan Documents pursuant to Section 9.06 of the Credit Agreement and the waivers and consent in Section 4.1 above effective as of the Amendment No. 8 Effective Date. Cortland accepts such appointment to act as the successor Administrative Agent under the Credit Agreement and the other Loan Documents pursuant to the Agency Resignation and Appointment Agreement. The Lenders party hereto and each of the Borrower and the Guarantors agree that such appointment of Cortland and the acceptance thereof by Cortland are effective under the Credit Agreement and the other Loan Documents as of the Amendment No. 8 Effective Date and binding on each of the parties hereto.

Each of the parties hereto agrees to execute all documents reasonably necessary to evidence the appointment of Cortland as the successor Administrative Agent. For the avoidance of doubt, Cortland's appointment as Successor Agent does not constitute an appointment of Cortland as L/C Issuer, notwithstanding Bank of America's resignation of such role under the Credit Agreement and the other Loan Documents.

4.3 It is acknowledged and agreed by each of the parties hereto that Cortland, in succeeding to the position of the Administrative Agent, (i) has undertaken no analysis of the Loan Documents or the Collateral and (ii) has made no determination as to (A) the validity, enforceability, effectiveness or priority of any Liens granted or purported to be granted pursuant to the Loan Documents or (B) the accuracy or sufficiency of the documents, filings, recordings and other actions taken to create, perfect or maintain the existence, perfection or priority of the Liens granted or purported to be granted pursuant to the Loan Documents. Cortland shall be entitled to assume that, as of the Amendment No. 8 Effective Date, all Liens purported to be granted pursuant to the Loan Documents are valid and perfected Liens having the priority intended by the Lenders and the Loan Documents.

4.4 Successor Agent shall be entitled to conclusively rely upon, and shall not incur any liability for relying upon, the records and other information supplied to it by the Resigning Agent, any Loan Party, any L/C Issuer, any Lender or any of their respective Affiliates, and in no event shall the Successor Agent have any liability in respect of the calculations, determinations or distributions made by the Lenders, any L/C Issuer, any Loan Party or the Resigning Agent prior to the effectiveness of this Agreement, nor shall the Successor Agent have any liability after the effectiveness of this Agreement to the extent that any calculation, determination or distribution of funds is made by it based in whole or in part on information supplied to it by the Resigning Agent, any L/C Issuer, any Lender, any Loan Party or any of their respective Affiliates in connection with transfer of the role of administrative agent under the Loan Documents from Bank of America to Cortland.

**Section 5.** Continued Rights of Resigning Agent; Releases

5.1 Each party hereto agrees that, notwithstanding anything to the contrary contained herein, in the Credit Agreement or any of the other Loan Documents, the Resigning Agent shall retain all of its rights, powers, privileges, rights to expense reimbursement, indemnities, and exculpatory provisions of the Loan Documents as it had as the Administrative Agent under the Loan Documents (as in effect immediately prior to the effectiveness of this Amendment and the Agency Resignation and Appointment Agreement) that by their terms are contemplated to survive its resignation as the Administrative Agent and L/C Issuer, including, without limitation, those obligations that survive pursuant to the terms of Article IX and Section 10.04 of the Credit Agreement.

5.2 Each of the Lenders party hereto relieves, relinquishes, releases, waives, discharges, and holds harmless the Resigning Agent, each of its Affiliates and all of its current and former shareholders, directors, officers, employees, agents, attorneys, representatives, successors, assigns of and from any and all claims, debts, actions, causes of action, liabilities, demands, obligations, promises, acts, agreements, costs, expenses and damages of whatsoever kind and nature, whether now known or unknown, based upon, resulting from, arising out of, or in

connection with the Resigning Agent's administration of the Credit Agreement and the Loans thereunder, including the payment and calculation of interest and fees thereunder, except with respect to: (x) fraud or (y) with respect to payments made on or after the date hereof, manifest error.

**Section 6.** Conditions to Effectiveness. This Amendment shall become effective on the date (such date, the "Amendment No. 8 Effective Date") upon which each of the conditions precedent set forth below have been satisfied:

6.1 The Successor Agent and the Required Lenders shall have received a counterpart of this Amendment signed by each of the Successor Agent, the Required Lenders and the Borrower.

6.2 The Successor Agent (A) shall have received that certain Fee Letter, dated as of the date hereof (the "Successor Agent Fee Letter"), executed and delivered by a duly authorized officer of the Borrower and (B) shall have received from the Borrower payment in immediately available funds of any amounts payable on the date hereof pursuant to the terms of the Successor Agent Fee Letter, and any other amounts payable on the date hereof to it as Successor Agent in accordance with the Credit Agreement, including all reasonable and documented out-of-pocket third-party fees and expenses incurred by the Successor Agent in connection with this Amendment and the transactions contemplated hereby, including, without limitation, reasonable and documented out-of-pocket attorneys' fees and expenses incurred by the Successor Agent in connection with this Amendment.

6.3 All fees (including, without limitation, all fees, charges and disbursements of counsel to the Resigning Agent) due to the Resigning Agent to the extent invoiced at least two (2) Business Days prior to the Amendment No. 8 Effective Date (except as otherwise reasonably agreed by the Borrower), required to be paid on the Amendment No. 8 Effective Date and (y) all fees and expenses of the Ad Hoc Group Advisors, shall have been paid on Amendment No. 8 Effective Date.

6.4 The Agency Resignation and Appointment Agreement shall have become effective (or shall become effective contemporaneously with this Amendment) according to its terms. The provisions of Sections 4 and 5 shall become effective upon the execution hereof by the Successor Agent, the Required Lenders and the Borrower. The Resigning Agent is an intended third-party beneficiary of such Sections and this Section 6.4 and none of such Sections may be amended, modified or waived without the prior written consent of the Resigning Agent.

6.5 The Pay-Off Effective Time (as defined in that certain Payoff Letter, dated as of the date hereof, between the Resigning Agent and the Borrower relating to the payoff and termination of certain Revolving Credit Agreement Obligations (as defined in the Intercreditor Agreement)) shall have occurred.

**Section 7.** Reaffirmation. Each Loan Party hereby: (a) acknowledges and consents to this Amendment and the terms and provisions hereof; (b) acknowledges and agrees that, as of the Amendment No. 8 Effective Date, the Obligations constitute valid and subsisting obligations of the Loan Parties to the Lenders that are not subject to any credits, offsets, defenses, claims,

counterclaims or adjustments of any kind; (c) reaffirms the covenants and agreements contained in each Loan Document to which such Person is party, including, in each case, as such covenants and agreements may be modified by this Amendment and the transactions contemplated hereby; and (d) reaffirms that each of the Liens created and granted in or pursuant to the Loan Documents in favor of Cortland as Successor Agent, for the benefit of the holders of the Obligations is valid and subsisting, and acknowledges and agrees that this Amendment shall in no manner impair or otherwise adversely affect such Liens, except as explicitly set forth herein; and (e) confirms that each Loan Document to which such Person is a party is and shall continue to be in full force and effect and the same are hereby ratified and confirmed in all respects.

**Section 8.**        Notices. The following address to be used for purposes of communications to the Successor Agent pursuant to the Credit Agreement or the other Loan Documents:

Cortland Capital Market Services LLC, as Administrative Agent  
225 W. Washington Street, 9th Floor  
Chicago, Illinois 60606  
Attention: Legal Department and Kaleigh Rowe  
Email: cpcagency@cortlandglobal.com and  
legal@cortlandglobal.com

With a copy (which shall not constitute notice) to:  
Arnold & Porter Kaye Scholer LLP  
250 West 55th Street  
New York, New York 10019-9710  
Attention: Alan Glantz  
Email: Alan.Glantz@arnoldporter.com

**Section 9.**        Reference to and Effect Upon the Existing Credit Agreement

9.1        Except as specifically amended hereby, the Existing Credit Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

9.2        The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or any Lender under the Existing Credit Agreement or any Loan Document, nor constitute a waiver of, or a consent to a departure from, any other term, covenant, provision of the Existing Credit Agreement or any Loan Document, except as specifically set forth herein. On the Amendment No. 8 Effective Date, each reference in the Existing Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein” or words of similar import shall mean and be a reference to the Credit Agreement and the other Loan Documents, as the case may be, as in effect and as modified by this Amendment.

9.3        Each party signatory hereto acknowledges and consents that this Amendment is a Loan Document as of the Amendment No. 8 Effective Date.

**Section 10.** Costs and Expenses; Indemnification.

10.1 Borrower hereby reaffirms its obligation under Section 10.04(a) of the Credit Agreement to reimburse the Resigning Agent, the Successor Agent and each Lender for all reasonable and documented out-of-pocket fees and expenses incurred by either of them or their respective Affiliates in connection with the preparation, negotiation, execution and delivery of this Amendment, including but not limited to the reasonable and documented fees, charges and disbursements of counsel for the Resigning Agent, the Successor Agent and each Lender, as applicable, with respect thereto.

10.2 The parties hereto hereby expressly agree and acknowledge that the Successor Agent is not assuming any liability (i) under or related to the Loan Documents prior to the Amendment No. 8 Effective Date and (ii) for any and all claims under or related to the Loan Documents that may have arisen or accrued prior to the Amendment No. 8 Effective Date. Each of the Borrowers and Guarantors, with respect to their applicable indemnification obligations under the Loan Documents, expressly agrees and confirms that the Successor Agent's right to indemnification, as set forth in the Loan Documents, shall apply with respect to any and all losses, claims, costs and expenses that the Successor Agent suffers, incurs or is threatened with relating to actions taken or omitted by any Person prior to the Amendment No. 8 Effective Date.

**Section 11.** Governing Law; etc. This Amendment is subject to the provisions of Sections 10.14 and 10.15 of the Existing Credit Agreement shall apply to this Amendment *mutatis mutandis*.

**Section 12.** Headings. Section headings herein are included for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

**Section 13.** Counterparts. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or other electronic imaging means (including ".pdf") shall be effective as delivery of a manually executed counterpart of this Amendment.

**Section 14.** Severability. If any provision of this Amendment or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Amendment and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first above written.

**BORROWER:**

MONITRONICS INTERNATIONAL, INC.

By: /s/ William E Niles  
Name: William E. Niles  
Title: Executive Vice President and Secretary

**GUARANTORS:**

MIBU SERVICER INC.

By: /s/ William E Niles  
Name: William E. Niles  
Title: Vice President and Secretary

MONITRONICS CANADA, INC.

By: /s/ William E Niles  
Name: William E. Niles  
Title: Vice President and Secretary

PLATINUM SECURITY SOLUTIONS, INC.

By: /s/ William E Niles  
Name: William E. Niles  
Title: Vice President and Secretary

MI SERVICER LP, LLC

By: /s/ William E Niles  
Name: William E. Niles  
Title: Vice President and Secretary

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LIVEWATCH SECURITY, LLC

By: /s/ William E Niles  
Name: William E. Niles  
Title: Executive Vice President and Secretary

MONITRONICS FUNDING LP

By: /s/ William E Niles  
Name: William E. Niles  
Title: Vice President and Secretary

MONITRONICS SECURITY LP

By: /s/ William E Niles  
Name: William E. Niles  
Title: Vice President and Secretary

SECURITY NETWORKS, LLC

By: /s/ William E Niles  
Name: William E. Niles  
Title: Executive Vice President and Secretary

By: /s/ Jon Kirschmeier  
Name: Jon Kirschmeier  
Title: Associate Counsel

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[Lender Signature Pages]

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