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): May 6, 2026

Suja Life, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**001-43273**	**39-4779189**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

3831 Ocean Ranch Blvd.	
Oceanside, CA	**92056**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (855) 879-7852

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 communication 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:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Class A common stock, par value $0.0001 per share	SUJA	The Nasdaq Stock Market LLC

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

Emerging growth company ☒

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

Item 1.01 Entry into a Material Definitive Agreement.

On May 6, 2026, Suja Life, Inc. (the "Company") and Suja Life Holdings, L.P. ("Holdings LP") entered into an underwriting agreement (the "Underwriting Agreement") with Goldman Sachs & Co. LLC, Jefferies LLC, and William Blair & Company, L.L.C., as representatives of the several underwriters named therein (collectively, the "Underwriters") relating to the initial public offering (the "IPO") of the Company's Class A common stock, par value $0.0001 per share ("Class A Common Stock"). The Underwriting Agreement provides for the offer and sale by the Company of 8,888,889 shares of Class A Common Stock (the "Firm Shares") at a public offering price of $21.00 per share. Pursuant to the Underwriting Agreement, the Company granted the Underwriters a 30-day option to purchase up to an additional 1,333,333 shares of Class A Common Stock. On May 8, 2026, the IPO closed and the Firm Shares were delivered. The material terms of the IPO are described in the prospectus, dated May 6, 2026 (the "Prospectus"), filed by the Company with the Securities and Exchange Commission (the "Commission") on May 8, 2026, pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the "Securities Act"). The IPO is registered with the Commission pursuant to the Company's Registration Statement on Form S-1, as amended (File No. 333-294971).

The Underwriting Agreement contains customary representations and warranties, agreements and obligations, closing conditions and termination provisions. The Company has agreed to indemnify the Underwriters against (or contribute to the payment of) certain liabilities, including liabilities under the Securities Act. This description of the Underwriting Agreement is qualified in its entirety by reference to the full text of the Underwriting Agreement attached hereto as Exhibit 1.1, which is incorporated by reference into this Item 1.01. Additionally, for a summary description of relationships between the Company and the Underwriters, see the section entitled "Underwriting" in the Prospectus.

In connection with the consummation of the IPO, the Company entered into the following additional agreements:

- the Director Designation Agreement, dated as of May 8, 2026, by and among the Company and the stockholders party thereto, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein;
- the Sixth Amended and Restated Limited Partnership Agreement of Holdings LP, dated as of May 7, 2026, by and among the Company and the other signatories party thereto, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated by reference herein;
- the Tax Receivable Agreement, dated as of May 7, 2026, by and among the Company and the other parties named therein, a copy of which is filed as Exhibit 10.3 to this Current Report on Form 8-K and is incorporated by reference herein; and
- the Exchange Agreement, dated as of May 7, 2026, by and among the Company and the other signatories party thereto, a copy of which is filed as Exhibit 10.4 to this Current Report on Form 8-K and is incorporated by reference herein.

Descriptions of these agreements are contained in the Prospectus in the sections entitled "Certain Relationships and Related Party Transactions" and "Organizational Structure" and are incorporated by reference into this Item 1.01. Such descriptions are qualified in their entirety by reference to the full text of each of the agreements attached hereto as Exhibits 10.1, 10.2, 10.3 and 10.4, which are incorporated by reference into this Item 1.01.

Fifth Amendment to the Credit Agreement

On May 8, 2026, certain indirect subsidiaries of the Company entered into that certain Fifth Amendment to the Credit Agreement (the "Amendment") which amended that certain Credit Agreement, dated as of August 23, 2021, by and among Suja Life Intermediate II, LLC, Suja Life, LLC, JPMorgan Chase Bank, N.A., as administrative agent, the guarantors party thereto from time to time and the lenders party thereto from time to time (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement") to, among other things, facilitate the reorganization in connection with the IPO.

The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment attached hereto as Exhibit 10.5, which is incorporated by reference into this Item 1.01.

Item 3.02 Unregistered Sales of Equity Securities.

In connection with the consummation of the IPO and as contemplated by the transactions described in the Prospectus under "Organizational Structure," which section is incorporated by reference into this Item 3.02, the Company issued to the LP Unitholders (as defined in the Prospectus) 14,836,312 shares of Class V common stock, par value $0.0001 per share (the "Class V Common Stock"). A description of the designations, rights, powers and preferences of the Class V Common Stock is contained in the Prospectus in the section entitled "Description of Capital Stock" and is incorporated by reference into this Item 3.02. The issuance of the Class V Common Stock described in this paragraph was made in reliance on Section 4(a)(2) of the Securities Act and Rule 506 promulgated thereunder.

Item 3.03 Material Modification to Rights of Security Holders.

The information provided under Item 5.03 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 6, 2026, Alex Corbacho, Robert DeBorde, Randy Papadellis, Mark Partin, Kevin Schwartz, and Kathy Vrabeck were appointed to the Company's board of directors. Biographical information and other information regarding the committees upon which Messrs. Corbacho, DeBorde, Papadellis, Partin, and Schwartz, and Ms. Vrabeck are expected to serve, related party transactions involving any of these directors, the compensation plans in which these directors participate and information about any arrangement or understanding between these directors and any other persons pursuant to which these directors were selected as a director are included in the Prospectus in the sections entitled "Certain Relationships and Related Party Transactions," "Executive Compensation," and "Management" and are incorporated by reference into this Item 5.02.

On or around May 8, 2026, in connection with the IPO, the Company entered into indemnification agreements with each of its directors and executive officers. These agreements provide the Company's directors and executive officers with contractual rights to indemnification, expense advancement and reimbursement, to the fullest extent permitted under the Delaware General Corporation Law. These indemnification rights are not exclusive of any other right that an indemnified person may have or hereafter acquire under any statute, provision of the Company's Certificate of Incorporation or Bylaws (each as defined below), any agreement, or vote of stockholders or disinterested directors or otherwise. This description of the indemnification agreements is qualified in its entirety by reference to the form of director and officer indemnification agreement attached hereto as Exhibit 10.6, which is incorporated by reference into this Item 5.02.

Additionally, on May 8, 2026, and in connection with the IPO, the Company adopted the Suja Life, Inc. 2026 Omnibus Incentive Plan (the "Omnibus Plan"). A description of the Omnibus Plan is contained in the Prospectus in the section entitled "Executive Compensation—Omnibus Plan" and is incorporated by reference into this Item 5.02. Such description is qualified in its entirety by reference to the full text of the Omnibus Plan attached hereto as Exhibit 10.7, which is incorporated by reference into this Item 5.02.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On May 7, 2026, the Company filed an amended and restated certificate of incorporation (the "Certificate of Incorporation") with the Secretary of State of the State of Delaware and adopted amended and restated bylaws (the "Bylaws"), each of which became effective on May 7, 2026. A description of the Certificate of Incorporation and the Bylaws is contained in the Prospectus in the section entitled "Description of Capital Stock" and is incorporated by reference into this Item 5.03. Such description is qualified in its entirety by reference to the full text of the Certificate of Incorporation attached hereto as Exhibit 3.1 and the full text of the Bylaws attached hereto as Exhibit 3.2, both of which are incorporated by reference into this Item 5.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
1.1	Underwriting Agreement, dated as of May 6, 2026, by and among Suja Life, Inc., Suja Life Holdings, L.P. and Goldman Sachs & Co. LLC, Jefferies LLC, and William Blair & Company, L.L.C., as representatives for the several underwriters named in Schedule A thereto.
3.1	Amended and Restated Certificate of Incorporation of Suja Life, Inc.
3.2	Amended and Restated Bylaws of Suja Life, Inc.
10.1	Director Designation Agreement, dated as of May 8, 2026, by and among Suja Life, Inc. and the stockholders party thereto.
10.2	Sixth Amended and Restated Limited Partnership Agreement of Suja Life Holdings, L.P., dated as of May 7, 2026, by and among Suja Life, Inc. and the other signatories party thereto.
10.3	Tax Receivable Agreement, dated as of May 7, 2026, by and among Suja Life, Inc. and the other parties named therein.
10.4	Exchange Agreement, dated as of May 7, 2026, by and among Suja Life, Inc. and the other signatories party thereto.
10.5	Fifth Amendment to the Credit Agreement, dated as of May 8, 2026, by and among Suja Life Intermediate II, LLC, Suja Life, LLC, JPMorgan Chase Bank, N.A., as administrative agent, the guarantors party thereto from time to time and the lenders party thereto from time to time.
10.6	Form of Director and Officer Indemnification Agreement between Suja Life, Inc. and each of its directors and executive officers (incorporated by reference to Exhibit 10.9 to the Company's Registration Statement on Form S-1 filed with the Commission on April 10, 2026).
10.7	Suja Life, Inc. 2026 Omnibus Incentive Plan.

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.

Date: May 8, 2026

SUJA LIFE, INC.

By: /s/ Maria Stipp
Name: Maria Stipp
Title: Chief Executive Officer

Exhibit 1.1

8,888,889 Shares

Suja Life, Inc.

UNDERWRITING AGREEMENT

May 6, 2026

GOLDMAN SACHS & CO. LLC
JEFFERIES LLC
WILLIAM BLAIR & COMPANY, L.L.C.

As Representatives of the several Underwriters

c/o GOLDMAN SACHS & CO. LLC
200 West Street
New York, New York 10282

c/o JEFFERIES LLC
520 Madison Avenue
New York, New York 10022

c/o WILLIAM BLAIR & COMPANY, L.L.C.
The William Blair Building
150 North Riverside Plaza
Chicago, Illinois 60606

Ladies and Gentlemen:

Introductory. Suja Life, Inc., a Delaware corporation (the "**Company**"), proposes to issue and sell to the several underwriters named in Schedule A (the "**Underwriters**") an aggregate of 8,888,889 shares of its Class A common stock, par value $0.0001 per share (the "**Shares**"). The 8,888,889 Shares to be sold by the Company are called the "**Firm Shares**." In addition, the Company has granted to the Underwriters an option to purchase up to an additional 1,333,333 Shares as provided in Section 2. The additional 1,333,333 Shares to be sold by the Company pursuant to such option are called the "**Optional Shares**." The Firm Shares and, if and to the extent such option is exercised, the Optional Shares are collectively called the "**Offered Shares**." Goldman Sachs & Co. LLC ("**GS**"), Jefferies LLC ("**Jefferies**") and William Blair & Company, L.L.C. ("**WB**") have agreed to act as representatives of the several Underwriters (in such capacity, the "**Representatives**") in connection with the offering and sale of the Offered Shares.

The Company was formed in contemplation of the proposed issuance and sale of the Shares (the "**Offering**"). It is understood and agreed to by all parties that the Company will, prior to the closing of the Offering, enter into certain organizational transactions described under the heading "Organizational Structure" in the Registration Statement, the Time of Sale Prospectus and the Prospectus (each as defined herein) (the "**Organizational Transactions**"). Following the Offering and the Organizational Transactions, the Company will be a holding company whose principal asset will consist of a 61.6% equity interest in Suja Life Holdings, L.P. ("**Holdings LP**," together with the Company, the "**Company Parties**"), with such equity interest consisting of 23,788,700 common units of Holdings LP ("**LP Units**"), representing approximately 61.6% of the economic interest in Holdings LP (or 25,122,033 LP Units, representing approximately 62.9% of the economic interest in Holdings LP if the Underwriters exercise in full their option to purchase the Optional Shares). After the consummation of the Organizational Transactions, among other things, the Company will be the sole general partner of Holdings LP and will control the business and affairs of Holdings LP and its direct and indirect subsidiaries. References herein to the "Company and its subsidiaries" refer to the Company and its subsidiaries pro forma following the Organizational Transactions.

The Company has prepared and filed with the Securities and Exchange Commission (the "**Commission**") a registration statement on Form S-1, File No. 333-294971 which contains a form of prospectus to be used in connection with the public offering and sale of the Offered Shares. Such registration statement, as amended, including the financial statements and exhibits, in the form in which it became effective under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (collectively, the "**Securities Act**"), including any information deemed to be a part thereof at the time of effectiveness pursuant to Rule 430A under the Securities Act, is called the "**Registration Statement**." Any registration statement filed by the Company pursuant to Rule 462(b) under the Securities Act in connection with the offer and sale of the Offered Shares is called the "**Rule 462(b) Registration Statement**," and from and after the date and time of filing of any such Rule 462(b) Registration Statement the term "Registration Statement" shall include the Rule 462(b) Registration Statement. The prospectus, in the form first used by the Underwriters to confirm sales of the Offered Shares or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act, is called the "**Prospectus**." The preliminary prospectus dated April 30, 2026 describing the Offered Shares and the offering thereof is called the "**Preliminary Prospectus**," and the Preliminary Prospectus and any other prospectus in preliminary form that describes the Offered Shares and the offering thereof and is used prior to the filing of the Prospectus is called a "**preliminary prospectus**." As used herein, "**Applicable Time**" is 5:05 p.m. (New York City time) on May 6, 2026. As used herein, "**free writing prospectus**" has the meaning set forth in Rule 405 under the Securities Act, and "**Time of Sale Prospectus**" means the Preliminary Prospectus together with the free writing prospectuses, if any, identified in Schedule B hereto. As used herein, **"Road Show"** means a "road show" (as defined in Rule 433 under the Securities Act) relating to the offering of the Offered Shares contemplated hereby that is a "written communication" (as defined in Rule 405 under the Securities Act). As used herein, "**Section 5(d) Written Communication**" means each written communication (within the meaning of Rule 405 under the Securities Act) that is made in reliance on Section 5(d) of the Securities Act by the Company or any person authorized to act on behalf of the Company to one or more potential investors that are qualified institutional buyers ("**QIBs**") and/or institutions that are accredited investors ("**IAIs**"), as such terms are respectively defined in Rule 144A and Rule 501(a) under the Securities Act, to determine whether such investors might have an interest in the offering of the Offered Shares; "**Section 5(d) Oral Communication**" means each oral communication, if any, made in reliance on Section 5(d) of the Securities Act by the Company or any person authorized to act on behalf of the Company made to one or more QIBs and/or one or more IAIs to determine whether such investors might have an interest in the offering of the Offered Shares; "**Marketing Materials**" means any materials or information provided to investors by, or with the approval of, the Company in connection with the marketing of the offering of the Offered Shares, including any roadshow or investor presentations made to investors by the Company (whether in person or electronically); and "**Permitted Section 5(d) Communication**" means the Section 5(d) Written Communication(s) and Marketing Materials listed on Schedule C attached hereto.

All references in this Agreement to (i) the Registration Statement, any preliminary prospectus (including the Preliminary Prospectus), or the Prospectus, or any amendments or supplements to any of the foregoing, or any free writing prospectus, shall include any copy thereof filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval System ("**EDGAR**") and (ii) the Prospectus shall be deemed to include any "electronic Prospectus" provided for use in connection with the offering of the Offered Shares as contemplated by Section 3(n) of this Agreement.

In the event that any Company Party has only one subsidiary, then all references herein to "subsidiaries" of the Company Parties shall be deemed to refer to such single subsidiary, mutatis mutandis.

The Company Parties hereby confirm their agreement with the Underwriters as follows:

Section 1. Representations and Warranties of the Company Parties.

Each Company Party hereby represents, warrants and covenants to each Underwriter, as of the date of this Agreement, as of the First Closing Date (as hereinafter defined) and as of each Option Closing Date (as hereinafter defined), if any, as follows:

(a) ***Compliance with Registration Requirements.*** The Registration Statement has become effective under the Securities Act. The Company has complied, to the Commission's satisfaction, with all requests of the Commission for additional or supplemental information, if any. No stop order suspending the effectiveness of the Registration Statement is in effect and no proceedings for such purpose have been instituted or are pending or, to the best knowledge of the Company, are contemplated or threatened by the Commission.

(b) ***Disclosure.*** Each preliminary prospectus and the Prospectus when filed complied in all material respects with the Securities Act and, if filed by electronic transmission pursuant to EDGAR, was identical (except as may be permitted by Regulation S-T under the Securities Act) to the copy thereof delivered to the Underwriters for use in connection with the offer and sale of the Offered Shares. Each of the Registration Statement and any post-effective amendment thereto, at the time it became or becomes effective, complied and will comply in all material respects with the Securities Act and did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of the Applicable Time, the Time of Sale Prospectus (including any preliminary prospectus wrapper) did not, and at the First Closing Date (as defined in Section 2) and at each applicable Option Closing Date (as defined in Section 2), will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Prospectus (including any Prospectus wrapper), as of its date, did not, and at the First Closing Date and at each applicable Option Closing Date, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties set forth in the three immediately preceding sentences do not apply to statements in or omissions from the Registration Statement or any post-effective amendment thereto, or the Prospectus or the Time of Sale Prospectus, or any amendments or supplements thereto, made in reliance upon and in conformity with written information relating to any Underwriter furnished to the Company Parties in writing by the Representatives expressly for use therein, it being understood and agreed that the only such information consists of the information described in Section 9(b) below. There are no contracts or other documents required to be described in the Time of Sale Prospectus or the Prospectus or to be filed as an exhibit to the Registration Statement which have not been described or filed as required.

(c) ***Free Writing Prospectuses; Road Show.*** As of the determination date referenced in Rule 164(h) under the Securities Act, the Company was not, is not or will not be (as applicable) an "ineligible issuer" in connection with the offering of the Offered Shares pursuant to Rules 164, 405 and 433 under the Securities Act. Each free writing prospectus that the Company is required to file pursuant to Rule 433(d) under the Securities Act has been, or will be, filed with the Commission in accordance with the requirements of the Securities Act. Each free writing prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or that was prepared by or on behalf of or used or referred to by the Company complies or will comply in all material respects with the requirements of Rule 433 under the Securities Act, including timely filing with the Commission, retention and legending, as applicable, and each such free writing prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Offered Shares did not, does not and will not include any information that conflicted, conflicts or will conflict with the information contained in the Registration Statement, the Prospectus or any preliminary prospectus unless such information has been superseded or modified as of such time. Except for the free writing prospectuses, if any, identified in Schedule B and electronic road shows, if any, furnished to you before first use, the Company has not prepared, used or referred to, and will not, without your prior written consent, prepare, use or refer to, any free writing prospectus. Each Road Show, when considered together with the Time of Sale Prospectus, did not, as of the Applicable Time, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) ***Distribution of Offering Material By the Company.*** Prior to the latest of (i) the expiration or termination of the option granted to the several Underwriters in Section 2, (ii) the completion of the Underwriters' distribution of the Offered Shares and (iii) the expiration of 25 days after the date of the Prospectus, the Company has not distributed and will not distribute any offering material in connection with the offering and sale of the Offered Shares other than the Registration Statement, the Time of Sale Prospectus, the Prospectus or any free writing prospectus reviewed and consented to by the Representatives, the free writing prospectuses, if any, identified on Schedule B hereto and any Permitted Section 5(d) Communications.

(e) ***The Underwriting Agreement.*** This Agreement has been duly authorized, executed and delivered by each Company Party.

(f) ***No Applicable Registration or Other Similar Rights.*** There are no persons with registration or other similar rights to have any equity or debt securities registered for sale under the Registration Statement or included in the offering contemplated by this Agreement, except for such rights related to the Registration Rights Agreement as described in the Registration Statement.

(g) ***No Material Adverse Change.*** Except as otherwise disclosed in the Registration Statement, the Time of Sale Prospectus and the Prospectus, subsequent to the respective dates as of which information is given in the Registration Statement, the Time of Sale Prospectus and the Prospectus: (i) there has been no material adverse change, or any development that would be expected to result in a material adverse change, in (A) the condition, financial or otherwise, or in the earnings, business, properties, operations, operating results, assets or liabilities, whether or not arising from transactions in the ordinary course of business, of the Company Parties and their subsidiaries, considered as one entity or (B) the ability of the Company Parties to consummate the transactions contemplated by this Agreement or perform their obligations hereunder (any such change being referred to herein as a "**Material Adverse Change**"); (ii) the Company Parties and their subsidiaries, considered as one entity, have not incurred any material liability or obligation, indirect, direct or contingent, including without limitation any losses or interference with their business from fire, explosion, flood, earthquakes, accident or other calamity, whether or not covered by insurance, or from any strike, labor dispute or court or governmental action, order or decree, that are material, individually or in the aggregate, to the Company Parties and their subsidiaries, considered as one entity, and have not entered into any material transactions not in the ordinary course of business; and (iii) there has not been any material change in the capital stock (other than as a result of (A) the exercise, vesting or settlement (including any "net" or "cashless" exercises or settlements), if any, of stock options, restricted stock units, incentive units or other equity awards or the award, if any, of stock options, restricted stock units, incentive units or other equity awards in the ordinary course of business pursuant to the Company's equity and/or long-term incentive plans that are described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, (B) the issuance, if any, of stock upon the exercise or conversion of Company securities as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, (C) any conversion, exchange, reclassification, transfer or sale in connection with, and as contemplated by, the Organizational Transactions or (D) any exchange of Class V common stock, par value $0.0001 per share ("**Class V Common Stock**"), together with an equal number of LP Units, for Shares) pursuant to the Exchange Agreement (as defined in the Time of Sale Prospectus) as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus or any material increase in any short-term or long-term indebtedness of the Company Parties or their subsidiaries and there has been no dividend or distribution of any kind declared, paid or made by any Company Party or, except for dividends paid to the Company Parties or other of their subsidiaries, by any of the Company Parties' subsidiaries on any class of capital stock, or any repurchase or redemption by the Company Parties or any of their subsidiaries of any class of capital stock.

(h) ***Independent Accountants.*** Deloitte & Touche LLP, which has expressed its opinion with respect to the financial statements (which term as used in this Agreement includes the related notes thereto) filed with the Commission as a part of the Registration Statement, the Time of Sale Prospectus and the Prospectus, is (i) an independent registered public accounting firm as required by the Securities Act, the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (collectively, the "**Exchange Act**"), and the rules of the Public Company Accounting Oversight Board ("**PCAOB**"), (ii) in compliance with the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X under the Securities Act and (iii) a registered public accounting firm as defined by the PCAOB whose registration has not been suspended or revoked and who has not requested such registration to be withdrawn.

(i) ***Financial Statements.*** The financial statements of the Company and Holdings LP and their respective consolidated subsidiaries filed with the Commission as a part of the Registration Statement, the Time of Sale Prospectus and the Prospectus present fairly, in all material respects, the financial position of the Company, Holdings LP and their respective consolidated subsidiaries as of the dates indicated and the results of their operations, changes in stockholders' equity and cash flows for the periods specified. Such financial statements have been prepared in conformity with generally accepted accounting principles as applied in the United States applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto. No other financial statements are required to be included in the Registration Statement, the Time of Sale Prospectus or the Prospectus. Except for the pro forma condensed consolidated financial data of the Company and its subsidiaries, the financial data set forth in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus under the captions "Prospectus Summary—Summary Historical and Unaudited Pro Forma Condensed Consolidated Financial and Other Data" and "Capitalization" present fairly, in all material respects, the information set forth therein on a basis consistent with that of the audited financial statements contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus. The pro forma condensed consolidated financial statements of the Company and its subsidiaries and the related notes thereto included under the caption "Unaudited Pro Forma Condensed Consolidated Financial Information" and elsewhere in the Registration Statement, the Time of Sale Prospectus or the Prospectus present fairly, in all material respects, the information contained therein, have been prepared in accordance with the Commission's rules and guidelines with respect to pro forma financial statements and have been properly presented on the bases described therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate, in all material respects, to give effect to the transactions and circumstances referred to therein. All disclosures contained in the Registration Statement, any preliminary prospectus or the Prospectus and any free writing prospectus, that constitute non-GAAP financial measures (as defined by the rules and regulations under the Securities Act and the Exchange Act) comply with Regulation G under the Exchange Act and Item 10 of Regulation S-K under the Securities Act, as applicable.

(j) ***Company's Accounting System*****.** The Company Parties and their subsidiaries make and keep accurate books and records and maintain a system of internal accounting controls designed to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles as applied in the United States and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(k) ***Disclosure Controls and Procedures; Deficiencies in or Changes to Internal Control Over Financial Reporting*****.** The Company Parties and their subsidiaries have established and maintain disclosure controls and procedures (as defined in Rules 13a-15 and 15d-15 under the Exchange Act), which (i) are designed to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to the Company's principal executive officer and its principal financial officer by others within those entities, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared; (ii) have been evaluated by management of the Company for effectiveness as of the end of the Company's most recent fiscal quarter; and (iii) are effective in all material respects to perform the functions for which they were established. Since the end of the Company's most recent audited fiscal year, there has been no material weakness in the Company's internal control over financial reporting (whether or not remediated) and no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting. The Company is not aware of any change in its internal control over financial reporting that has occurred during its most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(l) ***Incorporation and Good Standing of the Company*****.** Each of the Company Parties has been duly incorporated and is validly existing and in good standing under the laws of the jurisdiction of its incorporation or partnership, respectively, and has the corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus and to enter into and perform its obligations under this Agreement. Suja Life, LLC is duly qualified as a foreign limited liability company to transact business and is in good standing in the State of California and each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to be so qualified would not be expected, individually or in the aggregate, to result in a Material Adverse Change.

(m) ***Subsidiaries.*** Each of the Company Parties' "subsidiaries" (for purposes of this Agreement, as defined in Rule 405 under the Securities Act) has been duly incorporated or organized, as the case may be, and is validly existing as a corporation, partnership or limited liability company, as applicable, in good standing under the laws of the jurisdiction of its incorporation or organization and has the power and authority (corporate or other) to own, lease and operate its properties and to conduct its business as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus. Each of the Company Parties' subsidiaries is duly qualified as a foreign corporation, partnership or limited liability company, as applicable, to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to be so qualified would not be expected, individually or in the aggregate, to result in a Material Adverse Change. All of the issued and outstanding capital stock or other equity or ownership interests of each of the Company Parties' subsidiaries has been duly authorized and validly issued, are fully paid and nonassessable and are owned by such Company Party, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance or adverse claim. None of the outstanding capital stock or equity interest in any subsidiary was issued in violation of preemptive or similar rights of any security holder of such subsidiary. The constitutive or organizational documents of each of the subsidiaries comply in all material respects with the requirements of applicable laws of its jurisdiction of incorporation or organization and are in full force and effect. The Company does not own or control, directly or indirectly, any corporation, association or other entity other than the subsidiaries listed in Exhibit 21 to the Registration Statement.

(n) ***Capitalization and Other Capital Stock Matters.*** Holdings LP has the capitalization set forth in the Registration Statement, the Time of Sale Prospectus and the Prospectus. After giving effect to the Organizational Transactions, the issuance of the Shares to be sold by the Company and the use of the net proceeds therefrom as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, the authorized, issued and outstanding capital stock of the Company will be as set forth in the Registration Statement, the Time of Sale Prospectus and the Prospectus under the caption "Capitalization" (other than for subsequent issuances, if any, pursuant to employee benefit plans, or upon the exercise of outstanding options or warrants, in each case described in the Registration Statement, the Time of Sale Prospectus and the Prospectus). After giving effect to the Organizational Transactions, the Shares (including the Offered Shares) will conform in all material respects to the description thereof contained in the Time of Sale Prospectus and all of the issued and outstanding Shares will have been duly authorized and validly issued, fully paid and nonassessable and the Offered Shares, when issued and delivered against payment therefor as provided herein, will be duly and validly issued, fully paid and nonassessable. None of the outstanding Shares (including the Offered Shares) were issued in violation of any preemptive rights, rights of first refusal or other similar rights to subscribe for or purchase securities of the Company. There are no authorized or outstanding options, warrants, preemptive rights, rights of first refusal or other rights to purchase, or equity or debt securities convertible into or exchangeable or exercisable for, any capital stock of the Company or any of its subsidiaries other than those described in the Registration Statement, the Time of Sale Prospectus and the Prospectus. The descriptions of the Company's stock option, stock bonus and other stock plans or arrangements, and the options or other rights granted thereunder, set forth in the Registration Statement, the Time of Sale Prospectus and the Prospectus accurately and fairly presents, in all material respects, the information required to be shown with respect to such plans, arrangements, options and rights.

(o) ***Stock Exchange Listing.*** The Offered Shares have been approved for listing on The NASDAQ Global Select Market ("**NASDAQ**"), subject only to official notice of issuance.

(p) ***Non-Contravention of Existing Instruments; No Further Authorizations or Approvals Required.*** None of the Company Parties nor any of their subsidiaries is in violation of its charter or by-laws, partnership agreement or operating agreement or similar organizational documents, as applicable, or is in default (or, with the giving of notice or lapse of time, would be in default) ("**Default**") under any indenture, loan, credit agreement, note, lease, license agreement, contract, franchise or other instrument (including, without limitation, any pledge agreement, security agreement, mortgage or other instrument or agreement evidencing, guaranteeing, securing or relating to indebtedness) to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound, or to which any of their respective properties or assets are subject (each, an "**Existing Instrument**"), except for such Defaults as would not be expected, individually or in the aggregate, to result in a Material Adverse Change. Each Company Party's execution, delivery and performance of this Agreement, consummation of the transactions contemplated hereby and by the Registration Statement, the Time of Sale Prospectus and the Prospectus and the issuance and sale of the Offered Shares (including the use of proceeds from the sale of the Offered Shares as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus under the caption "Use of Proceeds") (i) has been duly authorized by all necessary corporate action and will not result in any violation of the provisions of the charter or by-laws, partnership agreement or operating agreement or similar organizational documents, as applicable, of the Company or any subsidiary (ii) will not conflict with or constitute a breach of, or Default or a Debt Repayment Triggering Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of each Company Party or any of its subsidiaries pursuant to, or require the consent of any other party to, any Existing Instrument and (iii) will not result in any violation of any law, administrative regulation or administrative or court decree applicable to the Company Parties or any of their subsidiaries, except, in such cases of clauses (ii) and (iii) above, where such conflict, breach, violation, Default or Debt Repayment Triggering Event would not, individually or in the aggregate, result in a Material Adverse Change. No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency, is required for the Company Parties' execution, delivery and performance of this Agreement and consummation of the transactions contemplated hereby and by the Registration Statement, the Time of Sale Prospectus and the Prospectus, except such as have been obtained or made by each Company Party and are in full force and effect under the Securities Act and such as may be required under applicable state securities or blue sky laws or the Financial Industry Regulatory Authority, Inc. ("**FINRA**"). As used herein, a "**Debt Repayment Triggering Event**" means any event or condition which gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

(q) ***Compliance with Laws.*** Each Company Party and its subsidiaries have been and are in compliance with all applicable laws, rules and regulations, except where failure to be so in compliance would not be expected, individually or in the aggregate, to result in a Material Adverse Change.

(r) ***No Material Actions or Proceedings.*** There is no action, suit, proceeding, inquiry or investigation brought by or before any legal or governmental entity now pending or, to the knowledge of the Company Parties, threatened against or affecting the Company Parties or any of their subsidiaries, which would be expected, individually or in the aggregate, to result in a Material Adverse Change. No material labor dispute with the employees of the Company Parties or any of their subsidiaries exists or, to the knowledge of the Company Parties, is threatened or imminent, and none of the Company Parties is aware of any existing, threatened or imminent labor disturbance by the employees of any of its principal suppliers or manufacturers that would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change.

(s) ***Intellectual Property Rights.*** Each Company Party and its subsidiaries exclusively own or have obtained valid and enforceable licenses for all material patents, trademarks, trade names, service names, copyrights, trade secrets and other intellectual property (collectively, the "**Intellectual Property**") necessary for the conduct of their respective businesses as currently conducted. Except as would not be expected, individually or in the aggregate, to result in a Material Adverse Change, (i) to the Company Parties' knowledge, there is no infringement by third parties of any Intellectual Property owned by the Company Parties' or their subsidiaries; (ii) there is no pending or, to the Company Parties' knowledge, threatened action, suit, proceeding or claim by any third party challenging the Company Parties' or their subsidiaries' rights in or to any Intellectual Property, and the Company is unaware of any facts which would form a reasonable basis for any such action, suit, proceeding or claim; (iii) there is no pending or, to the Company Parties' knowledge, threatened action, suit, proceeding or claim by any third party challenging the validity, enforceability or scope of any Intellectual Property, and the Company Parties are unaware of any facts which would form a reasonable basis for any such action, suit, proceeding or claim; and (iv) neither the Company Parties nor any of their subsidiaries has infringed or is infringing the Intellectual Property of a third party and there is no pending or, to the Company Parties' knowledge, threatened action, suit, proceeding or claim by any third party asserting that the Company Parties or any of their subsidiaries infringe or otherwise violate, or would, upon the commercialization of any product or service described in the Registration Statement, the Time of Sale Prospectus or the Prospectus as under development, infringe or violate, any patent, trademark, copyright, trade secret or other Intellectual Property rights of any third party, and the Company Parties are unaware of any facts which would form a reasonable basis for any such action, suit, proceeding or claim. No material Intellectual Property of the Company Parties has been adjudged by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, and the Company Parties are unaware of any facts which would form a reasonable basis for any such adjudication. Except as would not be expected, individually or in the aggregate, to result in a Material Adverse Effect, each Company Party and its subsidiaries have, in the past three (3) years, taken commercially reasonable steps to protect, maintain and safeguard their Intellectual Property, including the execution of appropriate nondisclosure agreements, confidentiality agreements and invention assignment agreements and invention assignments with their employees, and to the Company Parties' knowledge, no employee of any Company Party is, or in the past three (3) years has been, in violation of any term of any employment contract, patent disclosure agreement, invention assignment agreement, non-competition agreement, non-solicitation agreement, nondisclosure agreement, or any restrictive covenant to or with a former employer where the basis of such violation relates to such employee's employment with such Company Party.

(t) ***All Necessary Permits, etc.*** Each Company Party and its subsidiaries possess such valid and current licenses, certificates, authorizations, approvals, consents or permits required by state, federal or foreign regulatory agencies or bodies to conduct their respective businesses as currently conducted and as described in the Registration Statement, the Time of Sale Prospectus or the Prospectus ("**Permits**"), except where the failure to possess the same or so qualify would not be expected, individually or in the aggregate, to result in a Material Adverse Change. Neither the Company Parties nor any of their subsidiaries is in violation of, or in default under, any of the Permits or has received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such license, certificate, authorization, approval, consent or permit which, if resolved unfavorably, would not be expected, individually or in the aggregate, to result in a Material Adverse Change.

(u) ***Title to Properties.*** Except as described in the Registration Statement, the Time of Sale Prospectus or the Prospectus, each Company Party and its subsidiaries have good and marketable title to all of the real and personal property and other assets (other than with respect to Intellectual Property, which is addressed exclusively in Section 1(s) above) reflected as owned in the financial statements referred to in Section 1(i) above (or elsewhere in the Registration Statement, the Time of Sale Prospectus or the Prospectus), in each case free and clear of any security interests, mortgages, liens, encumbrances, equities, adverse claims and other defects, except such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by each Company Party and its subsidiaries. The real property, improvements, equipment and personal property held under lease by each Company Party or any of its subsidiaries are held under valid and enforceable leases, with such exceptions as are not material and do not materially interfere with the use made or proposed to be made of such property, improvements, equipment or personal property by each Company Party and its subsidiaries.

(v) ***Tax Law Compliance.*** Except as would not be expected, individually or in the aggregate, to result in a Material Adverse Change, each Company Party and its subsidiaries have filed all applicable tax returns that are required to be filed (taking into account any validly obtained extensions) and have paid all taxes required to be paid by any of them and, if due and payable, any related or similar assessment, fine or penalty levied against any of them, except for any such assessment, fine or penalty that is currently being contested in good faith and by appropriate proceedings. Except as would not be expected, individually or in the aggregate, to result in a Material Adverse Change, each Company Party has made adequate charges, accruals and reserves in the applicable financial statements referred to in Section 1(i) above in respect of all federal, state and foreign income and franchise taxes and other material taxes for all periods as to which the tax liability of each Company Party or any of its subsidiaries has not been finally determined.

(w) ***Insurance.*** Each Company Party and its subsidiaries are insured by recognized, financially sound and reputable institutions with policies in such amounts and with such deductibles and covering such risks as are prudent and customary for their businesses. The Company Parties have no reason to believe that they or any of their subsidiaries will not be able (i) to renew their existing insurance coverage as and when such policies expire or (ii) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct their business as now conducted and at a cost that would not be expected, individually or in the aggregate, to result in a Material Adverse Change. Neither the Company Parties nor any of their subsidiaries have been denied any insurance coverage which they have sought or for which they have applied.

(x) ***Compliance with Environmental Laws.*** Except as would not be expected, individually or in the aggregate, to result in a Material Adverse Change: (i) neither the Company Parties nor any of their subsidiaries are in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "**Hazardous Materials**") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "**Environmental Laws**"); (ii) each Company Party and its subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements; and (iii) there are no pending or, to the Company Parties' knowledge, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company Parties or any of their subsidiaries.

(y) ***Periodic Review of Costs of Environmental Compliance.*** In the ordinary course of their businesses, each Company Party conducts a periodic review of the effect of Environmental Laws on the business, operations and properties of each Company Party and its subsidiaries, in the course of which such Company Party identifies and evaluates associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties). The Company Parties are not aware of any facts or issues regarding compliance with Environmental Laws, or liabilities or other obligations under Environmental Laws, that would be expected, individually or in the aggregate, to result in a Material Adverse Change.

(z) ***ERISA Compliance.*** Each Company Party, its subsidiaries and any "employee benefit plan" (as defined under the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder (collectively, "**ERISA**")) established or maintained by any Company Party, its subsidiaries or its "ERISA Affiliates" (as defined below) are in compliance in all material respects with ERISA. "**ERISA Affiliate**" means, with respect to any Company Party or any of its subsidiaries, any member of any group of organizations described in Sections 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended, and the regulations and published interpretations thereunder (the "**Code**") of which such Company Party or such subsidiary is a member. (i) No "reportable event" (as defined under ERISA) has occurred or is reasonably expected to occur with respect to any "employee benefit plan" established or maintained by the Company Parties, their subsidiaries or any of their ERISA Affiliates; (ii) no "employee benefit plan" established or maintained by the Company Parties, their subsidiaries or any of their ERISA Affiliates, if such "employee benefit plan" were terminated, would have any "amount of unfunded benefit liabilities" (as defined under ERISA); (iii) neither the Company Parties, their subsidiaries nor any of their ERISA Affiliates have incurred or reasonably expect to incur any liability under (a) Title IV of ERISA with respect to termination of, or withdrawal from, any "employee benefit plan" or (b) Sections 412, 4971, 4975 or 4980B of the Code; or (iv) each employee benefit plan established or maintained by the Company Parties, their subsidiaries or any of their ERISA Affiliates that is intended to be qualified under Section 401(a) of the Code is so qualified and nothing has occurred, whether by action or failure to act, which would cause the loss of such qualification, except in each case with respect to the events or conditions set forth in (i) through (iv) hereof, as would not be expected, individually or in the aggregate, to result in a Material Adverse Change.

(aa) ***Company Not an "Investment Company."*** Each Company Party is not, and will not be, either after receipt of payment for the Offered Shares or after the application of the proceeds therefrom as described under "Use of Proceeds" in the Registration Statement, the Time of Sale Prospectus or the Prospectus, required to register as an "investment company" under the Investment Company Act of 1940, as amended (the "**Investment Company Act**").

(bb) ***No Price Stabilization or Manipulation; Compliance with Regulation M.*** None of the Company Parties or any of their respective subsidiaries have taken, directly or indirectly, any action designed to or that would be expected to cause or result in stabilization or manipulation of the price of the Shares or of any "reference security" (as defined in Rule 100 of Regulation M under the Exchange Act ("**Regulation M**")) with respect to the Shares, whether to facilitate the sale or resale of the Offered Shares or otherwise, and have taken no action which would directly or indirectly violate Regulation M.

(cc) ***Related-Party Transactions.*** There are no business relationships or related-party transactions involving the Company Parties or any of their subsidiaries or any other person required to be described in the Registration Statement, the Time of Sale Prospectus or the Prospectus that have not been described as required.

(dd) ***FINRA Matters.*** All of the information provided to the Underwriters or to counsel for the Underwriters by the Company Parties, their counsel, their officers and directors and the holders of any securities (debt or equity) or options to acquire any securities of the Company Parties in connection with the offering of the Offered Shares is true, complete, correct and compliant, in all material respects, with FINRA's rules and any letters, filings or other supplemental information provided to FINRA pursuant to FINRA Rules or NASD Conduct Rules is true, complete and correct, in all material respects.

(ee) ***Parties to Lock-up Agreements.*** The Company Parties have furnished to the Underwriters a letter agreement in the form attached hereto as Exhibit A (the "**Lock-up Agreement**") from each of the persons named in Section 6(h) of this Agreement. If any additional persons shall become directors or officers of any Company Party prior to the end of the Lock-up Period (as defined below), such Company Party shall cause each such person, prior to or contemporaneously with their appointment or election as a director or officer of such Company Party, to execute and deliver to the Representatives a Lock-up Agreement.

(ff) ***Statistical and Market-Related Data.*** All statistical, demographic and market-related data included in the Registration Statement, the Time of Sale Prospectus or the Prospectus are based on or derived from sources that the Company Parties believe, after reasonable inquiry, to be reliable and accurate. To the extent required, the Company Parties have obtained the written consent to the use of such data from such sources.

(gg) ***Sarbanes-Oxley Act.*** There is, and has been, no failure on the part of the Company or any of the Company's directors or officers, in their capacities as such, to comply with any applicable provision of the Sarbanes-Oxley Act of 2002, as amended and the rules and regulations promulgated in connection therewith, including Section 402 related to loans and Sections 302 and 906 related to certifications.

(hh) ***No Unlawful Contributions or Other Payments.*** None of the Company Parties or any of their subsidiaries nor, to the best of the Company Parties' knowledge, any employee or agent of the Company Parties or any of their subsidiaries, has made any contribution or other payment to any official of, or candidate for, any federal, state or foreign office in violation of any law or of the character required to be disclosed in the Registration Statement, the Time of Sale Prospectus or the Prospectus.

(ii) ***Anti-Corruption and Anti-Bribery Laws*****.** No Company Party or any of its subsidiaries, and no director or officer of any Company Party or any of its subsidiaries, and, to the knowledge of any Company Party or any of its subsidiaries, no employee, agent, affiliate or other person acting on behalf of any Company Party or any of its subsidiaries, has, in the course of its actions for, or on behalf of, any Company Party or any of its subsidiaries (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made or taken any act in furtherance of an offer, promise, or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any government-owned or controlled entity or public international organization, or any political party, party official, or candidate for political office; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "**FCPA**"), the UK Bribery Act 2010, or any other applicable anti-bribery or anti-corruption law; or (iv) made, offered, authorized, requested, or taken an act in furtherance of any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment or benefit. Each Company Party and its subsidiaries and, to the knowledge of the Company Parties, the Company Parties' affiliates have conducted their respective businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(jj) ***Money Laundering Laws*****.** The operations of each Company Party and its subsidiaries are, and have been conducted at all times, in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended by the USA PATRIOT ACT of 2001, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar applicable rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company Parties or any of their subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company Parties, threatened.

(kk) ***Sanctions*****.** No Company Party or any of its subsidiaries and no director or officer of any Company Party or any of its subsidiaries, and, to the knowledge of the Company Parties, no employee, agent, affiliate or other person acting on behalf of any Company Party or any of its subsidiaries is currently the subject or the target of any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**") or the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty's Treasury of the United Kingdom, or other relevant sanctions authority (collectively, "**Sanctions**"); nor is any Company Party or any of its subsidiaries located, organized or resident in a country or territory that is the subject or the target of comprehensive Sanctions, including, without limitation, the Donetsk People's Republic, Luhansk People's Republic, Crimea, Cuba, Iran and North Korea (each, a "**Sanctioned Country**"), and the Company Parties will not directly or knowingly indirectly use the proceeds of this offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, or any joint venture partner or other person or entity, for the purpose of financing the activities of or business with any person, or in any country or territory, that at the time of such financing, is the subject or the target of Sanctions or in any other manner that will result in a violation by any person (including any person participating in the transaction whether as underwriter, advisor, investor or otherwise) of applicable Sanctions. Since April 24, 2019, the Company Parties and their subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

(ll) ***Brokers.*** Except pursuant to this Agreement, there is no broker, finder or other party that is entitled to receive from the Company any brokerage or finder's fee or other fee or commission as a result of any transactions contemplated by this Agreement.

(mm) ***Forward-Looking Statements.*** Each financial or operational projection or other "forward-looking statement" (as defined by Section 27A of the Securities Act or Section 21E of the Exchange Act) contained in the Registration Statement, the Time of Sale Prospectus or the Prospectus (i) was so included by the Company in good faith and with reasonable basis after due consideration by the Company of the underlying assumptions, estimates and other applicable facts and circumstances and (ii) is accompanied by meaningful cautionary statements identifying those factors that would be expected to cause actual results to differ materially from those in such forward-looking statement. No such statement was made with the knowledge of an executive officer or director of the Company that it was false or misleading.

(nn) ***No Outstanding Loans or Other Extensions of Credit***. The Company does not have any outstanding extension of credit, in the form of a personal loan, to or for any director or executive officer (or equivalent thereof) of the Company except for such extensions of credit as are expressly permitted by Section 13(k) of the Exchange Act.

(oo) ***Cybersecurity and Compliance with Data Privacy Laws***. Each Company Party and its subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of each Company Party and its subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other malicious corruptants that would prevent the IT Systems from performing substantially in accordance with their user specifications or functionality descriptions, except as would not be expected, individually or in the aggregate, to result in a Material Adverse Change. Each Company Party and its subsidiaries have implemented and materially complied with commercially reasonable physical, technical and administrative controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and confidential data, including "Personal Data" used in connection with their businesses. "**Personal Data**" means (i) a natural person's name, street address, telephone number, e-mail address, photograph, social security number or tax identification number, driver's license number, passport number, credit card number, bank information, or customer or account number; and (ii) any information which would qualify as "personally identifying information," "personal data", "personal information" or any similar term under any and all applicable "Privacy Laws". "**Privacy Laws**" means any and all applicable laws, legal requirements and binding guidelines and standards relating to the receipt, collection, compilation, use, storage, combination, sharing, safeguarding, disposal, erasure, destruction, disclosure or transfer (including cross-border transfer) of any Personal Data, including, but not limited to, the Federal Trade Commission Act, as amended; and the European Union General Data Protection Regulation (EU 2016/679). In the past three (3) years, neither the Company Parties nor any of their subsidiaries have experienced any material breaches, violations, outages or unauthorized uses of or accesses to such IT Systems and/or Personal Data, except for those that have been remedied without material cost or liability or the duty to notify any other person, and the Company Parties and their subsidiaries have not been notified of any incidents under internal review or investigations relating to the same. Each Company Party and its subsidiaries has, for the past three (3) years, materially complied, and is presently in material compliance with all applicable Privacy Laws and all applicable judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, policies, notices and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification. In the past three (3) years, the Company Parties and their subsidiaries have not received written notice of any actual or potential liability under or relating to, or claims, charges, investigations or regulatory inquiries related to any actual or potential violation of, any Privacy Law and have no knowledge of any event or condition that would be expected to result in any such notice.

(pp) ***Emerging Growth Company Status***. From the time of initial confidential submission of the Registration Statement to the Commission (or, if earlier, the first date on which the Company engaged in any Section 5(d) Written Communication or any Section 5(d) Oral Communication) through the date hereof, the Company has been and is an "emerging growth company," as defined in Section 2(a) of the Securities Act (an "**Emerging Growth Company**").

(qq) ***Communications***. The Company (i) has not alone engaged in communications with potential investors in reliance on Section 5(d) of the Securities Act other than Permitted Section 5(d) Communications with the consent of the Representatives with entities that are QIBs or IAIs or those reasonably believed to be QIBs or IAIs and (ii) has not authorized anyone other than the Representatives to engage in such communications; the Company reconfirms that the Representatives have been authorized to act on its behalf in undertaking Marketing Materials, Section 5(d) Oral Communications and Section 5(d) Written Communications; as of the Applicable Time, each Permitted Section 5(d) Communication, when considered together with the Time of Sale Prospectus, did not, as of the Applicable Time, include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Permitted Section 5(d) Communication, if any, does not, as of the date hereof, conflict with the information contained in the Registration Statement, the Preliminary Prospectus and the Prospectus; and the Company has filed publicly on EDGAR at least 15 calendar days prior to any "road show" (as defined in Rule 433 under the Securities Act), any confidentially submitted registration statement and registration statement amendments relating to the offer and sale of the Offered Shares.

(rr) ***Dividend Restrictions*.** No subsidiary of any Company Party is prohibited or restricted, directly or indirectly, from paying dividends to any Company Party, or from making any other distribution with respect to such subsidiary's equity securities or from repaying to any Company Party or any other subsidiary of such Company Party any amounts that may from time to time become due under any loans or advances to such subsidiary from such Company Party or from transferring any property or assets to any Company Party or to any other subsidiary of any Company Party, except as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus.

Any certificate signed by any officer of any Company Party or any of its subsidiaries and delivered to any Underwriter or to counsel for the Underwriters in connection with the offering, or the purchase and sale, of the Offered Shares shall be deemed a representation and warranty by such Company Party to each Underwriter as to the matters covered thereby.

Each Company Party, as applicable, has a reasonable basis for making each of the representations set forth in this Section 1. The Company Parties acknowledge that the Underwriters and, for purposes of the opinions to be delivered pursuant to Section 6 hereof, counsel to the Company and counsel to the Underwriters, will rely upon the accuracy and truthfulness of the foregoing representations and hereby consent to such reliance.

Section 2. Purchase, Sale and Delivery of the Offered Shares.

(a) ***The Firm Shares.*** Upon the terms herein set forth, the Company agrees to issue and sell to the several Underwriters an aggregate of 8,888,889 Firm Shares. On the basis of the representations, warranties and agreements herein contained, and upon the terms but subject to the conditions herein set forth, the Underwriters agree, severally and not jointly, to purchase from the Company the respective number of Firm Shares set forth opposite their names on Schedule A. The purchase price per Firm Share to be paid by the several Underwriters to the Company shall be $19.53 per share.

(b) ***The First Closing Date.*** Delivery of the Firm Shares to be purchased by the Underwriters and payment therefor shall be made at the offices of Weil, Gotshal & Manges LLP (or such other place as may be agreed to by the Company and the Representatives) at 9:00 a.m. New York City time, on May 8, 2026, or such other time and date not later than 1:30 p.m. New York City time, on May 8, 2026 as the Representatives shall designate by notice to the Company (the time and date of such closing are called the "**First Closing Date**"). The Company hereby acknowledges that circumstances under which the Representatives may provide notice to postpone the First Closing Date as originally scheduled include, but are not limited to, any determination by the Company or the Representatives to recirculate to the public copies of an amended or supplemented Prospectus or a delay as contemplated by the provisions of Section 11.

(c) ***The Optional Shares; Option Closing Date.*** In addition, on the basis of the representations, warranties and agreements herein contained, and upon the terms but subject to the conditions herein set forth, the Company hereby grants an option to the several Underwriters to purchase, severally and not jointly, up to an aggregate of 1,333,333 Optional Shares from the Company at the purchase price per share to be paid by the Underwriters for the Firm Shares. The option granted hereunder may be exercised at any time and from time to time in whole or in part upon notice by the Representatives to the Company, which notice may be given at any time within 30 days from the date of this Agreement. Such notice shall set forth (i) the aggregate number of Optional Shares as to which the Underwriters are exercising the option and (ii) the time, date and place at which the Optional Shares will be delivered (which time and date may be simultaneous with, but not earlier than, the First Closing Date; and in the event that such time and date are simultaneous with the First Closing Date, the term "**First Closing Date**" shall refer to the time and date of delivery of the Firm Shares and such Optional Shares). Any such time and date of delivery, if subsequent to the First Closing Date, is called an "**Option Closing Date**," and shall be determined by the Representatives and shall not be earlier than two or later than five full business days after delivery of such notice of exercise. If any Optional Shares are to be purchased, (a) each Underwriter agrees, severally and not jointly, to purchase the number of Optional Shares (subject to such adjustments to eliminate fractional shares as the Representatives may determine) that bears the same proportion to the total number of Optional Shares to be purchased as the number of Firm Shares set forth on Schedule A opposite the name of such Underwriter bears to the total number of Firm Shares and (b) the Company agrees to sell such number of Optional Shares (subject to such adjustments to eliminate fractional shares as the Representatives may determine).

(d) ***Public Offering of the Offered Shares.*** The Representatives hereby advise the Company that the Underwriters intend to offer for sale to the public, initially on the terms set forth in the Registration Statement, the Time of Sale Prospectus and the Prospectus, their respective portions of the Offered Shares as soon after this Agreement has been executed and the Registration Statement has been declared effective as the Representatives, in their sole judgment, have determined is advisable and practicable.

(e) ***Payment for the Offered Shares*****.** (i) Payment for the Offered Shares to be sold by the Company shall be made at the First Closing Date (and, if applicable, at each Option Closing Date) by wire transfer of immediately available funds to the order of the Company.

(ii) It is understood that the Representatives have been authorized, for their own account and the accounts of the several Underwriters, to accept delivery of and receipt for, and make payment of the purchase price for, the Firm Shares and any Optional Shares the Underwriters have agreed to purchase. Each of GS, Jefferies, and WB, individually and not as the Representatives of the Underwriters, may (but shall not be obligated to) make payment for any Offered Shares to be purchased by any Underwriter whose funds shall not have been received by the Representatives by the First Closing Date or the applicable Option Closing Date, as the case may be, for the account of such Underwriter, but any such payment shall not relieve such Underwriter from any of its obligations under this Agreement.

(f) ***Delivery of the Offered Shares*****.** The Company shall deliver, or cause to be delivered to the Representatives for the accounts of the several Underwriters, the Firm Shares to be sold by them through the facilities of DTC at the First Closing Date, against release of a wire transfer of immediately available funds for the amount of the purchase price therefor. The Company shall also deliver, or cause to be delivered to the Representatives for the accounts of the several Underwriters, the Optional Shares the Underwriters have agreed to purchase from them through the facilities of DTC at the First Closing Date or the applicable Option Closing Date, as the case may be, against the release of a wire transfer of immediately available funds for the amount of the purchase price therefor. If the Representatives so elect, delivery of the Offered Shares may be made by credit to the accounts designated by the Representatives through The Depository Trust Company's full fast transfer or DWAC programs. If the Representatives so elect, the Offered Shares shall be registered in such names and denominations as the Representatives shall have requested at least two full business days prior to the First Closing Date (or the applicable Option Closing Date, as the case may be) and shall be made available for inspection on the business day preceding the First Closing Date (or the applicable Option Closing Date, as the case may be) at a location in New York City as the Representatives may designate. Time shall be of the essence, and delivery at the time and place specified in this Agreement is a further condition to the obligations of the Underwriters.

Section 3. Additional Covenants of the Company Parties.

Each Company Party further covenants and agrees with each Underwriter as follows:

(a) ***Delivery of Registration Statement, Time of Sale Prospectus and Prospectus.*** The Company shall furnish to you in New York City, without charge, prior to 10:00 a.m. New York City time on the business day next succeeding the date of this Agreement and during the period when a prospectus relating to the Offered Shares is required by the Securities Act to be delivered (whether physically or through compliance with Rule 172 under the Securities Act or any similar rule) in connection with sales of the Offered Shares, as many copies of the Time of Sale Prospectus, the Prospectus and any supplements and amendments thereto or to the Registration Statement as you may reasonably request.

(b) ***Representatives' Review of Proposed Amendments and Supplements.*** During the period when a prospectus relating to the Offered Shares is required by the Securities Act to be delivered (whether physically or through compliance with Rule 172 under the Securities Act or any similar rule), the Company (i) will furnish to the Representatives for review, a reasonable period of time prior to the proposed time of filing of any proposed amendment or supplement to the Registration Statement, a copy of each such amendment or supplement and (ii) will not amend or supplement the Registration Statement without the Representatives' prior written consent. Prior to amending or supplementing any preliminary prospectus, the Time of Sale Prospectus or the Prospectus, the Company shall furnish to the Representatives for review, a reasonable amount of time prior to the time of filing or use of the proposed amendment or supplement, a copy of each such proposed amendment or supplement. The Company shall not file or use any such proposed amendment or supplement without the Representatives' prior written consent. The Company shall file with the Commission within the applicable period specified in Rule 424(b) under the Securities Act any prospectus required to be filed pursuant to such Rule.

(c) ***Free Writing Prospectuses.*** The Company shall furnish to the Representatives for review, a reasonable amount of time prior to the proposed time of filing or use thereof, a copy of each proposed free writing prospectus or any amendment or supplement thereto prepared by or on behalf of, used by, or referred to by the Company, and the Company shall not file, use or refer to any proposed free writing prospectus or any amendment or supplement thereto without the Representatives' prior written consent. The Company shall furnish to each Underwriter, without charge, as many copies of any free writing prospectus prepared by or on behalf of, used by or referred to by the Company as such Underwriter may reasonably request. If at any time when a prospectus is required by the Securities Act to be delivered (whether physically or through compliance with Rule 172 under the Securities Act or any similar rule) in connection with sales of the Offered Shares (but in any event if at any time through and including the First Closing Date) there occurred or occurs an event or development as a result of which any free writing prospectus prepared by or on behalf of, used by or referred to by the Company conflicted or would conflict with the information contained in the Registration Statement or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Company shall promptly amend or supplement such free writing prospectus to eliminate or correct such conflict so that the statements in such free writing prospectus as so amended or supplemented will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, as the case may be; *provided, however*, that prior to amending or supplementing any such free writing prospectus, the Company shall furnish to the Representatives for review, a reasonable amount of time prior to the proposed time of filing or use thereof, a copy of such proposed amended or supplemented free writing prospectus, and the Company shall not file, use or refer to any such amended or supplemented free writing prospectus without the Representatives' prior written consent.

(d) ***Filing of Underwriter Free Writing Prospectuses.*** The Company shall not take any action that would result in an Underwriter or the Company being required to file with the Commission pursuant to Rule 433(d) under the Securities Act a free writing prospectus prepared by or on behalf of such Underwriter that such Underwriter otherwise would not have been required to file thereunder.

(e) ***Amendments and Supplements to Time of Sale Prospectus.*** If the Time of Sale Prospectus is being used to solicit offers to buy the Offered Shares at a time when the Prospectus is not yet available to prospective purchasers, and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Prospectus so that the Time of Sale Prospectus does not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances when delivered to a prospective purchaser, not misleading, or if any event shall occur or condition exist as a result of which the Time of Sale Prospectus conflicts with the information contained in the Registration Statement, or, if it is otherwise necessary to amend or supplement the Time of Sale Prospectus to comply with applicable law, the Company shall (subject to Section 3(b) and Section 3(c) hereof) promptly prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances when delivered to a prospective purchaser, not misleading or so that the Time of Sale Prospectus, as amended or supplemented, will no longer conflict with the information contained in the Registration Statement, or so that the Time of Sale Prospectus, as amended or supplemented, will comply with applicable law.

(f) ***Certain Notifications and Required Actions*****.** After the date of this Agreement, the Company shall promptly advise the Representatives in writing of: (i) the receipt of any comments of, or requests for additional or supplemental information from, the Commission; (ii) the time and date of any filing of any post-effective amendment to the Registration Statement or any amendment or supplement to any preliminary prospectus, the Time of Sale Prospectus, any free writing prospectus or the Prospectus; (iii) the time and date that any post-effective amendment to the Registration Statement becomes effective; and (iv) the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto or any amendment or supplement to any preliminary prospectus, the Time of Sale Prospectus or the Prospectus or of any order preventing or suspending the use of any preliminary prospectus, the Time of Sale Prospectus, any free writing prospectus or the Prospectus, or of any proceedings to remove, suspend or terminate from listing or quotation the Shares from any securities exchange upon which they are listed for trading or included or designated for quotation, or of the threatening or initiation of any proceedings for any of such purposes. If the Commission shall enter any such stop order at any time, the Company will use its best efforts to obtain the lifting of such order as promptly as practicable. Additionally, the Company agrees that it shall comply with all applicable provisions of Rule 424(b), Rule 433 and Rule 430A under the Securities Act and will use its reasonable efforts to confirm that any filings made by the Company under Rule 424(b) or Rule 433 were received in a timely manner by the Commission.

(g) ***Amendments and Supplements to the Prospectus and Other Securities Act Matters.*** If any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus so that the Prospectus does not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances when the Prospectus is delivered (whether physically or through compliance with Rule 172 under the Securities Act or any similar rule) to a purchaser, not misleading, or, if it is otherwise necessary to amend or supplement the Prospectus to comply with applicable law, the Company agrees (subject to Section 3(b) and Section 3(c)) hereof to promptly prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances when the Prospectus is delivered (whether physically or through compliance with Rule 172 under the Securities Act or any similar rule) to a purchaser, not misleading or so that the Prospectus, as amended or supplemented, will comply with applicable law. Neither the Representatives' consent to, nor delivery of, any such amendment or supplement shall constitute a waiver of any of the Company's obligations under Section 3(b) or Section 3(c).

(h) ***Blue Sky Compliance.*** The Company shall cooperate with the Representatives and counsel for the Underwriters to qualify or register the Offered Shares for sale under (or obtain exemptions from the application of) the state securities or blue sky laws or Canadian provincial securities laws (or other foreign laws) of those jurisdictions designated by the Representatives, shall comply with such laws and shall continue such qualifications, registrations and exemptions in effect so long as required for the distribution of the Offered Shares. The Company shall not be required to qualify as a foreign corporation or to take any action that would subject it to general service of process in any such jurisdiction where it is not presently qualified or where it would be subject to taxation as a foreign corporation. The Company will advise the Representatives promptly of the suspension of the qualification or registration of (or any such exemption relating to) the Offered Shares for offering, sale or trading in any jurisdiction or any initiation or threat of any proceeding for any such purpose, and in the event of the issuance of any order suspending such qualification, registration or exemption, the Company shall use its best efforts to obtain the withdrawal thereof as promptly as practicable.

(i) ***Use of Proceeds***. The Company shall apply the net proceeds from the sale of the Offered Shares sold by it in the manner described under the caption "Use of Proceeds" in the Registration Statement, the Time of Sale Prospectus and the Prospectus.

(j) ***Transfer Agent.*** The Company shall engage and maintain, at its expense, a registrar and transfer agent for the Shares.

(k) ***Earnings Statement.*** The Company will make generally available to its security holders and to the Representatives as soon as practicable (which may be satisfied by filing with EDGAR) an earnings statement (which need not be audited) covering a period of at least twelve months beginning with the first fiscal quarter of the Company commencing after the date of this Agreement that will satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder.

(l) ***Continued Compliance with Securities Laws.*** The Company will comply with the Securities Act and the Exchange Act so as to permit the completion of the distribution of the Offered Shares as contemplated by this Agreement**,** the Registration Statement, the Time of Sale Prospectus and the Prospectus. Without limiting the generality of the foregoing, the Company will, during the period when a prospectus relating to the Offered Shares is required by the Securities Act to be delivered (whether physically or through compliance with Rule 172 under the Securities Act or any similar rule), file on a timely basis with the Commission and NASDAQ all reports and documents required to be filed under the Exchange Act.

(m) ***Listing.*** The Company will use its reasonable best efforts to list, subject to notice of issuance, the Offered Shares on NASDAQ.

(n) ***Company to Provide Copy of the Prospectus in Form That May be Downloaded from the Internet.*** If requested by the Representatives, the Company shall cause to be prepared and delivered, at its expense, within one business day from the effective date of this Agreement, to the Representatives an "**electronic Prospectus**" to be used by the Underwriters in connection with the offering and sale of the Offered Shares. As used herein, the term "**electronic Prospectus**" means a form of Prospectus, and any amendment or supplement thereto, that meets each of the following conditions: (i) it shall be encoded in an electronic format, satisfactory to the Representatives, that may be transmitted electronically by the Representatives and the other Underwriters to offerees and purchasers of the Offered Shares; (ii) it shall disclose the same information as the paper Prospectus, except to the extent that graphic and image material cannot be disseminated electronically, in which case such graphic and image material shall be replaced in the electronic Prospectus with a fair and accurate narrative description or tabular representation of such material, as appropriate; and (iii) it shall be in or convertible into a paper format or an electronic format, satisfactory to the Representatives, that will allow investors to store and have continuously ready access to the Prospectus at any future time, without charge to investors (other than any fee charged for subscription to the Internet as a whole and for on-line time). The Company hereby confirms that it has included or will include in the Prospectus filed pursuant to EDGAR or otherwise with the Commission and in the Registration Statement at the time it was declared effective an undertaking that, upon receipt of a request by an investor or his or her representative, the Company shall transmit or cause to be transmitted promptly, without charge, a paper copy of the Prospectus.

(o) ***Agreement Not to Offer or Sell Additional Shares.*** During the period commencing on and including the date hereof and continuing through and including the 180th day following the date of the Prospectus (such period, as extended as described below, being referred to herein as the "**Lock-up Period**"), the Company Parties will not, without the prior written consent of GS and Jefferies (which consent may be withheld in their sole discretion), directly or indirectly: (i) sell, offer to sell, contract to sell or lend any Shares or Related Securities (as defined below); (ii) effect any short sale, or establish or increase any "put equivalent position" (as defined in Rule 16a-1(h) under the Exchange Act) or liquidate or decrease any "call equivalent position" (as defined in Rule 16a-1(b) under the Exchange Act) of any Shares or Related Securities; (iii) pledge, hypothecate or grant any security interest in any Shares or Related Securities; (iv) in any other way transfer or dispose of any Shares or Related Securities; (v) enter into any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of any Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise; (vi) announce the offering of any Shares or Related Securities; (vii) submit or file any registration statement under the Securities Act in respect of any Shares or Related Securities (other than as contemplated by this Agreement with respect to the Offered Shares); (viii) effect a reverse stock split, recapitalization, share consolidation, reclassification or similar transaction affecting the outstanding Shares; or (ix) publicly announce the intention to do any of the foregoing; *provided, however*, that the Company may (A) effect the transactions contemplated hereby, including the issuance or purchase of Shares or securities convertible into or exercisable or exchangeable for Shares (including, without limitation, the LP Units) in connection with the Organizational Transactions as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, (B) issue Shares or options to purchase Shares, restricted stock, restricted stock units or other compensatory equity-based awards, or issue Shares upon exercise of options, pursuant to any stock option, stock bonus or other stock plan or arrangement described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, but only if the holders of such Shares or options that are a director, officer or beneficial owner (as defined and determined according to Rule 13d-3 under the Exchange Act) of one percent or more of the outstanding issued share capital of the Company, agree in writing with the Underwriters not to sell, offer, dispose of or otherwise transfer any such Shares or options during such Lock-up Period without the prior written consent of GS and Jefferies (which consent may be withheld in their sole discretion), (C) file one or more registration statements on Form S-8 (or any successor form) with the Commission relating to securities granted or to be granted pursuant to any equity incentive, long-term incentive or similar plan described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, (D) issue Shares or Related Securities in connection with the acquisition or license by the Company of the securities, business, property, technology or other assets of another person or business entity or pursuant to any employee benefit plan assumed by the Company in connection with any such merger or acquisition, (E) issue Shares or substantially similar securities upon the conversion or exchange of convertible or exchangeable securities outstanding as of the date of this Agreement (including, without limitation, the LP Units), (F) issue Shares or Related Securities in connection with any merger, joint venture, strategic alliance, commercial relationship or other strategic or collaborative transactions and (G) submit a confidential registration statement in connection with the exercise of any demand and/or piggyback registration rights described in the Prospectus and any preparations related thereto, provided that such submission or preparations do not require or result in the public filing of a registration statement with the Commission or any other public announcement of such proposed registration by the Company or any third party during the Lock-up Period, and provided further that the Company shall notify the Representatives prior to making any such submission; *provided* that the aggregate number of Shares or Related Securities that the Company may issue or agree to issue pursuant to the foregoing clauses (D) and (F) shall not exceed 10% of the total outstanding capital stock of the Company immediately following the issuance of the Offered Shares, and provided further, in the case of clauses (D) and (F), that the recipients thereof provide to the Representatives a signed Lock-up Agreement. For purposes of the foregoing, "**Related Securities**" shall mean any options or warrants or other rights to acquire Shares, or any securities exchangeable or exercisable for or convertible into Shares (including, for the avoidance of doubt, LP Units and shares of Class V Common Stock), or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into Shares.

(p) ***Future Reports to the Representatives.*** During the period of three years hereafter, for so long as the Company is subject to the reporting requirements of either Section 13 or Section 15(d) under the Exchange Act, the Company will furnish to the Representatives, c/o Goldman Sachs & Co. LLC, at 200 West Street, New York, New York 10282, Jefferies LLC, at 520 Madison Avenue, New York, New York 10022, Attention: Global Head of Syndicate and William Blair & Company, L.L.C., at The William Blair Building, 150 North Riverside Plaza, Chicago, Illinois 60606: (i) as soon as practicable after the end of each fiscal year, copies of the Annual Report of the Company containing the balance sheet of the Company as of the close of such fiscal year and statements of income, stockholders' equity and cash flows for the year then ended and the opinion thereon of the Company's independent public or certified public accountants; (ii) as soon as practicable after the filing thereof, copies of each proxy statement, Annual Report on Form 10-K, Quarterly Report on Form 10-Q, Current Report on Form 8-K or other report filed by the Company with the Commission, FINRA or any securities exchange; and (iii) as soon as available, copies of any report or communication of the Company furnished or made available generally to holders of its capital stock; *provided, however,* that the requirements of this Section 3(p) shall be satisfied to the extent that such reports, statement, communications, financial statements or other documents are available on EDGAR.

(q) ***No Stabilization or Manipulation; Compliance with Regulation M.*** The Company will not take, and will use its best efforts to ensure that no affiliate of the Company will take, directly or indirectly, any action designed to or that might cause or result in stabilization or manipulation of the price of the Shares or any reference security with respect to the Shares, whether to facilitate the sale or resale of the Offered Shares or otherwise, and the Company will, and shall use its best efforts to cause each of their affiliates to, comply with all applicable provisions of Regulation M.

(r) ***Enforce Lock-up Agreements.*** During the Lock-up Period, the Company Parties will enforce all agreements between the Company Parties and any of their securityholders that restrict or prohibit, expressly or in operation, the offer, sale or transfer of Shares or Related Securities or any of the other actions restricted or prohibited under the terms of the form of Lock-up Agreement. In addition, the Company Parties will direct the transfer agent to place stop transfer restrictions upon any such securities of the Company Parties that are bound by such "lock-up" agreements for the duration of the periods contemplated in such agreements, including, without limitation, "lock-up" agreements entered into by the Company's officers and directors and securityholders pursuant to Section 6(h) hereof.

(s) ***Amendments and Supplements to Permitted Section 5(d) Communications***. If at any time following the distribution of any Permitted Section 5(d) Communication, there occurred or occurs an event or development as a result of which such Permitted Section 5(d) Communication included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Company will promptly notify the Representatives and will promptly amend or supplement, at its own expense, such Permitted Section 5(d) Communication to eliminate or correct such untrue statement or omission.

(t) ***Emerging Growth Company Status***. The Company will promptly notify the Representatives if the Company ceases to be an Emerging Growth Company at any time prior to the later of (i) the time when a prospectus relating to the Offered Shares is not required by the Securities Act to be delivered (whether physically or through compliance with Rule 172 under the Securities Act or any similar rule) and (ii) the expiration of the Lock-up Period (as defined herein).

(u) ***Announcement Regarding Lock-ups.*** The Company Parties agree to announce the Underwriters' intention to release any director or "officer" (within the meaning of Rule 16a-1(f) under the Exchange Act) of the Company Parties from any of the restrictions imposed by any Lock-up Agreement, by issuing, through a major news service, a press release in form and substance satisfactory to the Representatives or, if consented to by the Representatives, in a registration statement that is publicly filed in connection with a secondary offering of the Company's shares promptly following any Company Party's receipt of any notification from the Representatives in which such intention is indicated, but in any case not later than the close of the third business day prior to the date on which such release or waiver is to become effective; *provided*, *however*, that nothing shall prevent the Representatives, on behalf of the Underwriters, from announcing the same through a major news service, irrespective of whether the Company or Holdings LP, as applicable, has made the required announcement; and *provided, further,* that no such announcement shall be made of any release or waiver granted solely to permit a transfer of securities that is not for consideration and where the transferee has agreed in writing to be bound by the terms of a Lock-up Agreement in the form set forth as Exhibit A hereto.

The Representatives, on behalf of the several Underwriters, may, in their sole discretion, waive in writing the performance by the Company Parties of any one or more of the foregoing covenants or extend the time for their performance.

Section 4. Payment of Expenses. The Company Parties, jointly and severally, agree to pay all costs, fees and expenses incurred in connection with the performance of their obligations hereunder and in connection with the transactions contemplated hereby, including without limitation (i) all expenses incident to the issuance and delivery of the Offered Shares (including all printing and engraving costs), (ii) all fees and expenses of the registrar and transfer agent of the Shares, (iii) all necessary issue, transfer and other stamp taxes arising in the United States or any other jurisdiction where a Company Party is organized, incorporated or otherwise resident or has a permanent establishment for tax purposes (and any political subdivision of the foregoing) in connection with the issuance and sale of the Offered Shares to the Underwriters, (iv) all fees and expenses of the Company Parties' counsel, independent public or certified public accountants and other advisors, (v) all costs and expenses incurred in connection with the preparation, printing, filing, shipping and distribution of the Registration Statement (including financial statements, exhibits, consents and certificates of experts), the Time of Sale Prospectus, the Prospectus, each free writing prospectus prepared by or on behalf of, used by, or referred to by the Company, and each preliminary prospectus, each Permitted Section 5(d) Communication, and all amendments and supplements thereto, and this Agreement, (vi) all reasonable and documented filing fees, attorneys' fees and expenses incurred by the Company or the Underwriters in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Offered Shares for offer and sale under the state securities or blue sky laws or the provincial securities laws of Canada, and, if requested by the Representatives, preparing and printing a "Blue Sky Survey" or memorandum and a "Canadian wrapper", and any supplements thereto, advising the Underwriters of such qualifications, registrations and exemptions, (vii) the reasonable and documented costs, fees and expenses incurred by the Underwriters in connection with determining their compliance with the rules and regulations of FINRA related to the Underwriters' participation in the offering and distribution of the Offered Shares, including any related filing fees and the legal fees of, and disbursements by, counsel to the Underwriters (*provided that* the amount payable by the Company with respect to such fees and expenses of counsel pursuant to clauses (vi) and (vii) of this Section 4 shall not, individually or in the aggregate, exceed $40,000), (viii) the costs and expenses of the Company relating to investor presentations on any "road show", any Permitted Section 5(d) Communication or any Section 5(d) Oral Communication undertaken in connection with the offering of the Offered Shares, including, without limitation, expenses associated with the preparation or dissemination of any electronic road show, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company, travel and lodging expenses of the representatives, employees and officers of the Company and any such consultants (it being understood that the Underwriters will pay or cause to be paid the travel and lodging expenses of their representatives); *provided*, *however*, that the cost of any aircraft chartered in connection with the road show shall be paid fifty percent (50%) by the Company and fifty percent (50%) by the Underwriters, (ix) the fees and expenses associated with listing the Offered Shares on NASDAQ, and (x) all other fees, costs and expenses of the nature referred to in Item 13 of Part II of the Registration Statement. Except as provided in this Section 4 or in Section 7, Section 9 or Section 10 hereof, the Underwriters shall pay their own expenses, including the fees and disbursements of their counsel.

Section 5. Covenant of the Underwriters. Each Underwriter severally and not jointly covenants with the Company not to take any action that would result in the Company being required to file with the Commission pursuant to Rule 433(d) under the Securities Act a free writing prospectus prepared by or on behalf of such Underwriter that otherwise would not, but for such actions, be required to be filed by the Company under Rule 433(d).

Section 6. Conditions of the Obligations of the Underwriters. The respective obligations of the several Underwriters hereunder to purchase and pay for the Offered Shares as provided herein on the First Closing Date and, with respect to the Optional Shares, each Option Closing Date, shall be subject to the accuracy of the representations and warranties on the part of the Company Parties set forth in Section 1 hereof as of the date hereof and as of the First Closing Date as though then made and, with respect to the Optional Shares, as of each Option Closing Date as though then made, to the timely performance by the Company Parties of their covenants and other obligations hereunder, and to each of the following additional conditions:

(a) ***Comfort Letter*****.** On the date hereof, the Representatives shall have received from Deloitte & Touche LLP, independent registered public accountants for the Company, a letter dated the date hereof addressed to the Underwriters, in form and substance satisfactory to the Representatives, containing statements and information of the type ordinarily included in accountant's "comfort letters" to underwriters, delivered according to Statement of Auditing Standards No. 72 (or any successor bulletin), with respect to the audited and unaudited financial statements and certain financial information contained in the Registration Statement, the Time of Sale Prospectus, and each free writing prospectus, if any.

(b) ***Compliance with Registration Requirements; No Stop Order; No Objection from FINRA.*** For the period from and after the date of this Agreement and through and including the First Closing Date and, with respect to any Optional Shares purchased after the First Closing Date, each Option Closing Date:

(i) The Company shall have filed the Prospectus with the Commission (including the information required by Rule 430A under the Securities Act) in the manner and within the time period required by Rule 424(b) under the Securities Act; or the Company shall have filed a post-effective amendment to the Registration Statement containing the information required by such Rule 430A, and such post-effective amendment shall have become effective.

(ii) No stop order suspending the effectiveness of the Registration Statement or any post-effective amendment to the Registration Statement shall be in effect, and no proceedings for such purpose shall have been instituted or threatened by the Commission.

(iii) FINRA shall have raised no objection to the fairness and reasonableness of the underwriting terms and arrangements.

(c) ***No Material Adverse Change or Ratings Agency Change.*** For the period from and after the date of this Agreement and through and including the First Closing Date and, with respect to any Optional Shares purchased after the First Closing Date, each Option Closing Date:

(i) No event or condition of a type described in Section 1(g) hereof shall have occurred or shall exist, which event or condition is not described in the Registration Statement, the Time of Sale Prospectus and the Prospectus and the effect of which in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Offered Shares on the First Closing Date or any Option Closing Date, as the case may be, on the terms and in the manner contemplated by this Agreement, the Time of Sale Prospectus and the Prospectus; and

(ii) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any securities of the Company or any of its subsidiaries by any "nationally recognized statistical rating organization" as that term is used in Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act.

(d) ***Opinion of Counsel for the Company Parties.*** On each of the First Closing Date and each Option Closing Date the Representatives shall have received the opinion and negative assurance letter of Kirkland & Ellis LLP, counsel for the Company Parties, dated as of such date, in form and substance reasonably satisfactory to the Underwriters.

(e) ***Opinion of Counsel for the Underwriters.*** On each of the First Closing Date and each Option Closing Date the Representatives shall have received the opinion and negative assurance letter of Weil, Gotshal & Manges LLP, counsel for the Underwriters in connection with the offer and sale of the Offered Shares, in form and substance reasonably satisfactory to the Underwriters, dated as of such date.

(f) ***Officers' Certificate*****.** On each of the First Closing Date and each Option Closing Date, the Representatives shall have received a certificate executed by the Chief Executive Officer or President of each Company Party and the Chief Financial Officer of each Company Party, dated as of such date, to the effect set forth in Section 6(b)(ii) and further to the effect that:

(i) for the period from and including the date of this Agreement through and including such date, there has not occurred any Material Adverse Change;

(ii) the representations, warranties and covenants of the Company Parties set forth in Section 1 of this Agreement are true and correct with the same force and effect as though expressly made on and as of such date; and

(iii) the Company Parties have complied with all the agreements hereunder and satisfied all the conditions on their parts to be performed or satisfied hereunder at or prior to such date.

(g) ***Bring-down Comfort Letter*****.** On each of the First Closing Date and each Option Closing Date the Representatives shall have received from Deloitte & Touche LLP, independent registered public accountants for the Company, a letter dated such date, in form and substance satisfactory to the Representatives, which letter shall: (i) reaffirm the statements made in the letter furnished by them pursuant to Section 6(a), except that the specified date referred to therein for the carrying out of procedures shall be no more than three business days prior to the First Closing Date or the applicable Option Closing Date, as the case may be; and (ii) cover certain financial information contained in the Prospectus.

(h) ***Lock-up Agreements.*** On or prior to the date hereof, the Company Parties shall have furnished to the Representatives an agreement in the form of Exhibit A hereto from each director, officer and each beneficial owner (as defined and determined according to Rule 13d-3 under the Exchange Act) of one percent or more of the outstanding issued share capital of the Company, and each such agreement shall be in full force and effect on each of the First Closing Date and each Option Closing Date.

(i) ***Rule 462(b) Registration Statement*****.** In the event that a Rule 462(b) Registration Statement is filed in connection with the offering contemplated by this Agreement, such Rule 462(b) Registration Statement shall have been filed with the Commission on the date of this Agreement and shall have become effective automatically upon such filing.

(j) ***Approval of Listing***. At the First Closing Date, the Offered Shares shall have been approved for listing on NASDAQ, subject only to official notice of issuance.

(k) ***CFO Certificate***. On the date of this Agreement and on the First Closing Date or the applicable Option Closing Date, as the case may be, the Company shall have furnished to the Representatives a certificate, dated the respective dates of delivery thereof and addressed to the Underwriters, of its Chief Financial Officer with respect to certain financial data contained in the Time of Sale Prospectus and the Prospectus, providing "management comfort" with respect to such information, in form and substance reasonably satisfactory to the Representatives.

(l) ***Additional Documents***. On or before each of the First Closing Date and each Option Closing Date, the Representatives and counsel for the Underwriters shall have received such information, documents and opinions as they may reasonably request for the purposes of enabling them to pass upon the issuance and sale of the Offered Shares as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained; and all proceedings taken by the Company Parties in connection with the issuance and sale of the Offered Shares as contemplated herein and in connection with the other transactions contemplated by this Agreement shall be satisfactory in form and substance to the Representatives and counsel for the Underwriters.

(m) ***Organizational Transactions***. Prior to or substantially concurrent with the Closing Date, the Organizational Transactions shall have been consummated in a manner substantially consistent with the description thereof in the Registration Statement, the Time of Sale Prospectus and the Prospectus.

If any condition specified in this Section 6 is not satisfied when and as required to be satisfied, this Agreement may be terminated by the Representatives by notice from the Representatives to the Company Parties at any time on or prior to the First Closing Date and, with respect to the Optional Shares, at any time on or prior to the applicable Option Closing Date, which termination shall be without liability on the part of any party to any other party, except that Section 4, Section 7, Section 9 and Section 10 shall at all times be effective and shall survive such termination.

Section 7. Reimbursement of Underwriters' Expenses. If this Agreement is terminated by the Representatives pursuant to Section 6 or Section 12 or if the sale to the Underwriters of the Offered Shares on the First Closing Date is not consummated because of any refusal, inability or failure on the part of the Company to perform any agreement herein or to comply with any provision hereof, the Company Parties, jointly and severally, agree to reimburse the Representatives and the other Underwriters (or such Underwriters as have terminated this Agreement with respect to themselves), severally, upon demand for all documented out-of-pocket expenses that shall have been reasonably incurred by the Representatives and the Underwriters in connection with the proposed purchase and the offering and sale of the Offered Shares, including, but not limited to, documented fees and disbursements of counsel, printing expenses, travel expenses, postage, facsimile and telephone charges.

Section 8. Effectiveness of this Agreement. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

Section 9. Indemnification.

(a) ***Indemnification of the Underwriters by the Company Parties.*** The Company Parties, jointly and severally, agree to indemnify and hold harmless each Underwriter, its affiliates, directors, officers, employees and agents, and each person, if any, who controls any Underwriter within the meaning of the Securities Act or the Exchange Act against any loss, claim, damage, liability or expense, as incurred, to which such Underwriter or such affiliate, director, officer, employee, agent or controlling person may become subject, under the Securities Act, the Exchange Act, other federal or state statutory law or regulation, or the laws or regulations of foreign jurisdictions where Offered Shares have been offered or sold or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of the Company Parties), insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon (A) (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or any amendment thereto, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; or (ii) any untrue statement or alleged untrue statement of a material fact included in any preliminary prospectus, the Time of Sale Prospectus, any free writing prospectus that the Company has used, referred to or filed, or is required to file, pursuant to Rule 433(d) of the Securities Act, any Marketing Material, any Section 5(d) Written Communication or the Prospectus (or any amendment or supplement to the foregoing), or the omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iii) any act or failure to act or any alleged act or failure to act by any Underwriter in connection with, or relating in any manner to, the Shares or the offering contemplated hereby, and which is included as part of or referred to in any loss, claim, damage, liability or action arising out of or based upon any matter covered by clause (i) or (ii) above, or (B) the violation of any laws or regulations of foreign jurisdictions where Offered Shares have been offered or sold; and to reimburse each Underwriter and each such affiliate, director, officer, employee, agent and controlling person for any and all documented expenses (including the documented fees and disbursements of counsel) as such expenses are reasonably incurred by such Underwriter or such affiliate, director, officer, employee, agent or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action; *provided, however*, that the foregoing indemnity agreement shall not apply to any loss, claim, damage, liability or expense to the extent, but only to the extent, arising out of or based upon any untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company by the Representatives in writing expressly for use in the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, any such free writing prospectus, any Marketing Material, any Section 5(d) Written Communication or the Prospectus (or any amendment or supplement thereto), it being understood and agreed that the only such information consists of the information described in Section 9(b) below. The indemnity agreement set forth in this Section 9(a) shall be in addition to any liabilities that the Company Parties may otherwise have.

(b) ***Indemnification of each Company Party and their Respective Directors and Officers.*** Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless each Company Party, each of their respective directors, each of their respective officers who signed the Registration Statement and each person, if any, who controls a Company Party within the meaning of the Securities Act or the Exchange Act, against any loss, claim, damage, liability or expense, as incurred, to which the Company Party, or any such director, officer or controlling person may become subject, under the Securities Act, the Exchange Act or other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of such Underwriter), insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or any amendment thereto, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or (ii) any untrue statement or alleged untrue statement of a material fact included in any preliminary prospectus, the Time of Sale Prospectus, any free writing prospectus, that the Company has used, referred to or filed, or is required to file, pursuant to Rule 433 of the Securities Act, any Section 5(d) Written Communication or the Prospectus (or any such amendment or supplement) or the omission or alleged omission to state therein a material fact necessary in order to make the statements, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, such preliminary prospectus, the Time of Sale Prospectus, such free writing prospectus, such Section 5(d) Written Communication or the Prospectus (or any such amendment or supplement), in reliance upon and in conformity with information relating to such Underwriter furnished to the Company by the Representatives in writing expressly for use therein; and to reimburse each Company Party, or any such director, officer or controlling person for any and all expenses (including the fees and disbursements of counsel) as such expenses are incurred by the Company Party, or any such director, officer or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action. The Company hereby acknowledges that the only information that the Representatives have furnished to the Company expressly for use in the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, any free writing prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) of the Securities Act, any Section 5(d) Written Communication or the Prospectus (or any amendment or supplement to the foregoing) are the statements set forth in (i) the first two sentences of the third paragraph under the caption "Underwriting," (ii) the first and second sentences of the first paragraph under the caption "Underwriting—Commission and Expenses," and (iii) the first sentence of the first paragraph (with respect to the Underwriters only) under the caption "Underwriting—Stabilization" in the Preliminary Prospectus and the Prospectus. The indemnity agreement set forth in this Section 9(b) shall be in addition to any liabilities that each Underwriter may otherwise have.

(c) ***Notifications and Other Indemnification Procedures*.** Promptly after receipt by an indemnified party under this Section 9 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 9, notify the indemnifying party in writing of the commencement thereof, but the omission to so notify the indemnifying party will not relieve the indemnifying party from any liability which it may have to any indemnified party to the extent the indemnifying party is not materially prejudiced as a proximate result of such failure and shall not in any event relieve the indemnifying party from any liability that it may have otherwise than on account of this indemnity agreement. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in, and, to the extent that it shall elect, jointly with all other indemnifying parties similarly notified, by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel reasonably satisfactory to such indemnified party; *provided, however*, that if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that a conflict may arise between the positions of the indemnifying party and the indemnified party in conducting the defense of any such action or that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of such indemnifying party's election to so assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party under this Section 9 for any legal or other expenses subsequently incurred and documented by such indemnified party in connection with the defense thereof unless (i) the indemnified party shall have employed separate counsel in accordance with the proviso to the preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the fees and expenses of more than one separate counsel (together with local counsel), representing the indemnified parties who are parties to such action), which counsel (together with any local counsel) for the indemnified parties shall be selected by GS, Jefferies and WB (in the case of counsel for the indemnified parties referred to in Section 9(a) above) or by the Company Parties (in the case of counsel for the indemnified parties referred to in Section 9(b) above)) or (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action or (iii) the indemnifying party has authorized in writing the employment of counsel for the indemnified party at the expense of the indemnifying party, in each of which cases the fees and expenses of counsel shall be at the expense of the indemnifying party and shall be paid as they are incurred.

(d) ***Settlements*****.** The indemnifying party under this Section 9 shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by Section 9(c) hereof, the indemnifying party shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is or could have been a party and indemnity was or could have been sought hereunder by such indemnified party, unless such settlement, compromise or consent includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such action, suit or proceeding and does not include an admission of fault or culpability or a failure to act by or on behalf of such indemnified party.

Section 10. Contribution. If the indemnification provided for in Section 9 is for any reason held to be unavailable to or otherwise insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount paid or payable by such indemnified party, as incurred, as a result of any losses, claims, damages, liabilities or expenses referred to therein (i) in such proportion as is appropriate to reflect the relative benefits received by the Company Parties, on the one hand, and the Underwriters, on the other hand, from the offering of the Offered Shares pursuant to this Agreement or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company Parties, on the one hand, and the Underwriters, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Company Parties, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Offered Shares pursuant to this Agreement shall be deemed to be in the same respective proportions as the total proceeds from the offering of the Offered Shares pursuant to this Agreement (before deducting expenses) received by the Company Parties, and the total underwriting discounts and commissions received by the Underwriters, in each case as set forth on the front cover page of the Prospectus, bear to the aggregate initial public offering price of the Offered Shares as set forth on such cover. The relative fault of the Company Parties, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company Parties, on the one hand, or the Underwriters, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in Section 9(c), any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim. The provisions set forth in Section 9(c) with respect to notice of commencement of any action shall apply if a claim for contribution is to be made under this Section 10; *provided, however,* that no additional notice shall be required with respect to any action for which notice has been given under Section 9(c) for purposes of indemnification.

The Company Parties and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 10 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 10.

Notwithstanding the provisions of this Section 10, no Underwriter shall be required to contribute any amount in excess of the underwriting discounts and commissions received by such Underwriter in connection with the Offered Shares underwritten by it and distributed to the public. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Section 10 are several, and not joint, in proportion to their respective underwriting commitments as set forth opposite their respective names on Schedule A. For purposes of this Section 10, each affiliate, director, officer, employee and agent of an Underwriter and each person, if any, who controls an Underwriter within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as such Underwriter, and each director of the Company, each officer of the Company who signed the Registration Statement, and each person, if any, who controls a Company Party within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as the Company Parties.

Section 11. Default of One or More of the Several Underwriters. If, on the First Closing Date or any Option Closing Date any one or more of the several Underwriters shall fail or refuse to purchase Offered Shares that it or they have agreed to purchase hereunder on such date, and the aggregate number of Offered Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase does not exceed 10% of the aggregate number of the Offered Shares to be purchased on such date, the Representatives may make arrangements satisfactory to the Company for the purchase of such Offered Shares by other persons, including any of the Underwriters, but if no such arrangements are made by such date, the other Underwriters shall be obligated, severally and not jointly, in the proportions that the number of Firm Shares set forth opposite their respective names on Schedule A bears to the aggregate number of Firm Shares set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as may be specified by the Representatives with the consent of the non-defaulting Underwriters, to purchase the Offered Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date. If, on the First Closing Date or any Option Closing Date any one or more of the Underwriters shall fail or refuse to purchase Offered Shares and the aggregate number of Offered Shares with respect to which such default occurs exceeds 10% of the aggregate number of Offered Shares to be purchased on such date, and arrangements satisfactory to the Representatives and the Company for the purchase of such Offered Shares are not made within 48 hours after such default, this Agreement shall terminate without liability of any party to any other party except that the provisions of Section 4, Section 7, Section 9 and Section 10 shall at all times be effective and shall survive such termination. In any such case either the Representatives or the Company shall have the right to postpone the First Closing Date or the applicable Option Closing Date, as the case may be, but in no event for longer than seven days in order that the required changes, if any, to the Registration Statement and the Prospectus or any other documents or arrangements may be effected.

As used in this Agreement, the term "**Underwriter**" shall be deemed to include any person substituted for a defaulting Underwriter under this Section 11. Any action taken under this Section 11 shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

Section 12. Termination of this Agreement. Prior to the purchase of the Firm Shares by the Underwriters on the First Closing Date, this Agreement may be terminated by GS, Jefferies and WB by notice given to the Company Parties if at any time: (i) trading or quotation in any of the Company's securities shall have been suspended or limited by the Commission or by NASDAQ; (ii) trading in securities generally on NASDAQ or the New York Stock Exchange shall have been suspended; (iii) a general banking moratorium shall have been declared by any of federal, New York or California authorities; or (iv) there shall have occurred any outbreak or escalation of national or international hostilities or any crisis or calamity, or any change in the United States or international financial markets, or any substantial change in United States' or international political, financial or economic conditions, the effect of which, as in the judgment of GS, Jefferies and WB is material and adverse and makes it impracticable to market the Offered Shares in the manner and on the terms described in the Time of Sale Prospectus or the Prospectus or to enforce contracts for the sale of securities; or (v) the Company Parties shall have sustained a loss by strike, fire, flood, earthquake, accident or other calamity, regardless of whether or not such loss shall have been insured, the effect of which, in the judgment of GS, Jefferies and WB, is material and adverse and makes it impracticable to market the Offered Shares in the manner and on the terms described in the Time of Sale Prospectus or the Prospectus. Any termination pursuant to this Section 12 shall be without liability on the part of (a) the Company Parties to any Underwriter, except that the Company Parties, jointly and severally, shall be obligated to reimburse the expenses of the Representatives and the Underwriters pursuant to Section 4 or Section 7 hereof or (b) any Underwriter to the Company Parties; *provided, however,* that the provisions of Section 9 and Section 10 shall at all times be effective and shall survive such termination.

Section 13. No Advisory or Fiduciary Relationship. The Company Parties acknowledge and agree that (a) the purchase and sale of the Offered Shares pursuant to this Agreement, including the determination of the public offering price of the Offered Shares and any related discounts and commissions, is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other hand, (b) in connection with the offering contemplated hereby and the process leading to such transaction, each Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Company or its other stockholders, creditors, employees or any other party, (c) no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favor of the Company Parties with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company Parties on other matters) and no Underwriter has any obligation to the Company Parties with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement, (d) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company Parties, and (e) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby and the Company Parties have consulted their own legal, accounting, regulatory and tax advisors to the extent they deemed appropriate.

Section 14. Representations and Indemnities to Survive Delivery. The respective indemnities, agreements, representations, warranties and other statements of each Company Party, of its officers, and of the several Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company Parties or any of their or their partners, officers or directors or any controlling person, as the case may be, and, anything herein to the contrary notwithstanding, will survive delivery of and payment for the Offered Shares sold hereunder and any termination of this Agreement.

Section 15. Notices. All communications hereunder shall be in writing and shall be mailed, hand delivered or telecopied and confirmed to the parties hereto as follows:

If to the Representatives:	Goldman Sachs & Co. LLC 200 West Street New York, New York 10282 Jefferies LLC 520 Madison Avenue New York, New York 10022 Facsimile: (646) 619-4437 Attention: General Counsel William Blair & Company, L.L.C. The William Blair Building 150 North Riverside Plaza Chicago, Illinois 60606
with a copy to:	Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, New York 10153 Attention: Alexander D. Lynch, Esq., Michael Stein, Esq.
If to the Company Parties:	Suja Life, Inc. 3831 Ocean Ranch Blvd. Oceanside, CA 92056 Attention: Heather Thomaselli, Chief Administrative Officer Suja Life Holdings, L.P. 3831 Ocean Ranch Blvd. Oceanside, CA 92056 Attention: Heather Thomaselli, Chief Administrative Officer
with a copy to:	Kirkland and Ellis LLP 333 West Wolf Point Plaza Chicago, IL 60654 Attention: Michael P. Keeley, P.C., Ben Richards

Any party hereto may change the address for receipt of communications by giving written notice to the others. In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

Section 16. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto, including any substitute Underwriters pursuant to Section 11 hereof, and to the benefit of the affiliates, directors, officers, employees, agents and controlling persons referred to in Section 9 and Section 10, and in each case their respective successors, and no other person will have any right or obligation hereunder. The term "**successors**" shall not include any purchaser of the Offered Shares as such from any of the Underwriters merely by reason of such purchase.

Section 17. Partial Unenforceability. The invalidity or unenforceability of any section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

Section 18. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights would be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this Agreement, (A) "**BHC Act Affiliate**" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k); (B) "**Covered Entity**" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b); (C) "**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and (D) "**U.S. Special Resolution Regime**" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

Section 19. Governing Law Provisions. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed in such state. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby ("**Related Proceedings**") may be instituted in the federal courts of the United States of America located in the Borough of Manhattan in the City of New York or the courts of the State of New York in each case located in the Borough of Manhattan in the City of New York (collectively, the "**Specified Courts**"), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court (a "**Related Judgment**"), as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party's address set forth above shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

Section 20. General Provisions. This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. The section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

Each of the parties hereto acknowledges that it is a sophisticated business person who was adequately represented by counsel during negotiations regarding the provisions hereof, including, without limitation, the indemnification provisions of Section 9 and the contribution provisions of Section 10, and is fully informed regarding said provisions. Each of the parties hereto further acknowledges that the provisions of Section 9 and Section 10 hereof fairly allocate the risks in light of the ability of the parties to investigate the Company, its affairs and its business in order to assure that adequate disclosure has been made in the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, each free writing prospectus and the Prospectus (and any amendments and supplements to the foregoing), as contemplated by the Securities Act and the Exchange Act.

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

SUJA LIFE, INC.

By: /s/ Maria Stipp
Name: Maria Stipp
Title: Chief Executive Officer

SUJA LIFE HOLDINGS, L.P.

By: /s/ Maria Stipp
Name: Maria Stipp
Title: President and Chief Executive Officer

The foregoing Underwriting Agreement is hereby confirmed and accepted by the Representatives in New York, New York as of the date first above written.

GOLDMAN SACHS & CO. LLC
JEFFERIES LLC
WILLIAM BLAIR & COMPANY, L.L.C.
Acting individually and as Representatives
of the several Underwriters named in
the attached Schedule A.

GOLDMAN SACHS & CO. LLC

By: /s/ Tim Carson
Name: Tim Carson
Title: Managing Director

JEFFERIES LLC

By: /s/ Michael Bauer
Name: Michael Bauer
Title: Managing Director

WILLIAM BLAIR & COMPANY, L.L.C.

By: /s/ Zach Dombrowski
Name: Zach Dombrowski
Title: Managing Director

Schedule A

Underwriters	Number of Firm Shares to be Purchased
Goldman Sachs & Co. LLC	2,635,923
Jefferies LLC	2,272,348
William Blair & Company, L.L.C.	1,999,666
BofA Securities, Inc.	990,476
Evercore Group L.L.C.	990,476
Total	8,888,889

Schedule B

Free Writing Prospectuses Included in the Time of Sale Prospectus

None.

Schedule C

Permitted Section 5(d) Communications

Testing-the-Waters Communications

1. January 2026
2. March / April 2026

Exhibit A

Form of Lock-up Agreement

[●], 2026

Goldman Sachs & Co. LLC
Jefferies LLC
William Blair & Company, L.L.C.

As Representatives of the Several Underwriters
named in Schedule A to the Underwriting Agreement

c/o Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282

c/o Jefferies LLC
520 Madison Avenue
New York, New York 10022

and

c/o William Blair & Company, L.L.C.
The William Blair Building
150 North Riverside Plaza
Chicago, Illinois 60606

RE: Suja Life, Inc. (the "**Company**")

Ladies & Gentlemen:

The undersigned is an owner of shares of Class A common stock, par value $0.0001 per share, of the Company ("**Shares**") or of securities convertible into or exchangeable or exercisable for Shares. The Company proposes to conduct a public offering of Shares (the "**Offering**") for which Goldman Sachs & Co. LLC ("**GS**"), Jefferies LLC ("**Jefferies**") and William Blair & Company, L.L.C. ("**WB**") will act as the representatives of the underwriters. The undersigned recognizes that the Offering will benefit each of the Company and the undersigned. The undersigned acknowledges that the underwriters are relying on the representations and agreements of the undersigned contained in this letter agreement in conducting the Offering and, at a subsequent date, in entering into an underwriting agreement (the "**Underwriting Agreement**") and other underwriting arrangements with the Company with respect to the Offering.

Annex A sets forth definitions for capitalized terms used in this letter agreement that are not defined in the body of this agreement. Those definitions are a part of this agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, during the Lock-up Period, the undersigned will not (and will, if the undersigned is a natural person, cause any Family Member not to), without the prior written consent of GS and Jefferies, which may withhold their consent in their sole discretion:

- Sell or Offer to Sell any Shares or Related Securities currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned or any Family Member;

- enter into any Swap;

- make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any Shares or Related Securities, or cause to be filed a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration (other than in connection with demand and/or piggyback registration rights under the registration rights agreement described in the Prospectus (as defined in the Underwriting Agreement); provided that such exercise of demand and/or piggyback registration rights does not result in the public filing of a registration statement with the Securities and Exchange Commission ("**SEC**") or any other public announcement of such proposed registration by the undersigned, the Company or any third party during the Lock-up Period and, for the avoidance of doubt, a confidential submission of such registration statement with the SEC shall not constitute a public filing during the Lock-up Period); or

- publicly announce any intention to do any of the foregoing.

The foregoing will not apply to the registration of the offer and sale of the Shares, and the sale of the Shares to the underwriters, in each case as contemplated by the Underwriting Agreement. In addition, the foregoing restrictions shall not apply to the transfer of Shares or Related Securities:

(a) as one or more *bona fide* gifts or charitable contributions, or for *bona fide* estate planning purposes, including, without limitation, to charitable organizations or educational institutions;

(b) by will, testamentary document or intestate succession;

(c) if the undersigned is a natural person, to any Family Member or to any trust for the direct or indirect benefit of the undersigned or a Family Member or, if the undersigned is a trust, to a trustor or beneficiary of the trust or the estate of a beneficiary of such trust;

(d) to any corporation, partnership, limited liability company or other entity of which the undersigned and/or any Family Member are the legal and beneficial owner of all of the outstanding equity securities or similar interests;

(e) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 under the Securities Act) of the undersigned, or to any investment fund or other entity which fund or other entity directly or indirectly is controlling, controlled by, managing or managed by or under common control with the undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership), or (B) as part of a disposition, transfer or distribution by the undersigned to its stockholders, current or former partners (general or limited), members or other equityholders or to the estate of any such stockholders, partners, members or other equityholders;

(f) to any nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (v) above;

(g) by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree or separation agreement or other order of a court or regulatory authority;

(h) to the Company from an employee of the Company upon death, disability or termination of employment, in each case, of such employee;

(i) if the undersigned is not an officer or director of the Company or a stockholder holding 10% or more of the Company's Class A common stock, in connection with a sale or transfer of the undersigned's shares of Class A common stock acquired from (A) the underwriters in the Offering or (B) in open market transactions on or after the completion of the Offering;

(j) to the Company in connection with the vesting, settlement or exercise of restricted stock units, options, warrants or other rights to purchase or otherwise acquire Shares (including, in each case, by way of "net" or "cashless" exercise) that are scheduled to expire or automatically vest during the Lock-up Period, including any transfer to the Company for the payment of exercise price, tax withholdings or remittance payments due as a result of the vesting, settlement or exercise of such restricted stock units, options, warrants or other rights, or in connection with the conversion of convertible securities, in all such cases pursuant to equity awards granted under a stock incentive plan or other equity award plan, or pursuant to the terms of convertible securities, each as described in the Registration Statement (as defined in the Underwriting Agreement), the Preliminary Prospectus (as defined in the Underwriting Agreement) and the Prospectus, provided further, that, in each case, any such Shares received upon such vesting, settlement, exercise or conversion shall be subject to the restrictions set forth in this letter agreement;

(k) in "sell to cover" or similar open market transactions during the Lock-up Period to satisfy any exercise price or tax withholding obligations as a result of the exercise, vesting and/or settlement of Company equity awards (including options and restricted stock units) held by the undersigned and issued pursuant to a plan or arrangement described in the Prospectus, provided that, any such Shares retained by the undersigned after giving effect to this provision shall be subject to the terms of this letter agreement;

(l) in connection with (A) any conversion, exchange, reclassification, transfer or sale in connection with, and as contemplated by, the Organizational Transactions (as defined in the Underwriting Agreement) or (B) any exchange of Class V common stock, par value $0.0001 per share ("**Class V Common Stock**"), together with an equal number of LP Units (as defined in the Underwriting Agreement), for Shares (an "**Exchange**"), provided that any Shares received upon such Exchange shall be subject to the restrictions set forth in this letter agreement for the Lock-up Period;

(m) [in connection with any pledge, hypothecation or other grant of a security interest in any Shares and/or Related Securities to one or more lending institutions (including their successors, assignees, participants, agents or representatives) ("**Lenders**") as collateral or security for any loan, advance or extension of credit, including the transfer of such Shares and/or Related Securities to such Lenders upon foreclosure of such Shares and/or Related Securities in accordance with the terms of the documentation governing any loan, advance or extension of credit; provided that with respect to any pledge, charge, hypothecation or other granting of a security interest set forth above after the execution of this letter agreement, the applicable Lender(s) shall be informed of the existence and contents of this letter agreement before entering into any loan, advance or extension of credit and further, provided that any purchaser or transferee of such Shares and/or Related Securities shall, upon foreclosure of the pledged securities, sign and deliver a lock-up agreement substantially in the form of this letter agreement; provided further that the undersigned or the Company, as the case may be, shall provide the Representatives prior written notice informing them of any public filing, report or announcement with respect to such pledge, hypothecation or other grant of a security interest][1]; or

(n) pursuant to a *bona fide* third-party tender offer for securities of the Company, merger, consolidation or other similar transaction that is approved by the board of directors of the Company and made to all holders of the Company's capital stock involving a Change of Control of the Company (for purposes hereof, "Change of Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of shares of capital stock if, after such transfer, such person or group of affiliated persons would hold at least a majority of the outstanding voting securities of the Company (or the surviving entity)), provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the Shares and/or Related Securities, subject to this letter agreement, shall remain subject to the restrictions set forth herein.

provided, however, that in any such case, it shall be a condition that:

- in the case of clauses (i) through (vii) above, (x) such transfer or distribution shall not involve a disposition for value and (y) each transferee executes and delivers to GS, Jefferies and WB an agreement in form and substance satisfactory to GS, Jefferies and WB stating that such transferee is receiving and holding such Shares and/or Related Securities subject to the provisions of this letter agreement and agrees not to, during the Lock-up Period, Sell or Offer to Sell such Shares and/or Related Securities, engage in any Swap or engage in any other activities restricted under this letter agreement except in accordance with this letter agreement (as if such transferee had been an original signatory hereto);

- in the case of clauses (i) through (xiv) above, if any filing, report or announcement shall be legally required during the Lock-up Period, such filing, report or announcement shall clearly indicate in the footnotes thereto (A) the circumstances of such transfer or distribution and (B) in the case of a transfer or distribution pursuant to clauses (i) through (vii) above, that the donee, devisee, transferee or distributee has agreed to be bound by a lock-up agreement in the form of this letter agreement; and

- in the case of any transfer or distribution, no public disclosure or filing under the Exchange Act shall be made voluntarily, and in the case of any transfer pursuant to clause (ix) above, no public disclosure or filing under Section 16(a) of the Exchange Act by any party to the transfer shall be required, in each case, reporting a reduction in beneficial ownership of Shares in connection with such transfer.

[1] NTD: To be included for the PSP Funds.

Furthermore, notwithstanding the restrictions imposed by this letter agreement, the undersigned may enter into a written plan meeting the requirements of Rule 10b5-1 under the Exchange Act relating to the transfer, sale or other disposition of Shares and/or Related Securities, if then permitted by the Company, provided that none of the Shares and/or Related Securities subject to such plan may be transferred, sold or otherwise disposed of until after the expiration of the Lock-up Period, and if any filing, report or announcement regarding, or that otherwise discloses, the establishment of such plan shall be legally required during the Lock-up Period, such filing, report or announcement shall clearly indicate therein that none of the securities subject to such plan may be transferred, sold or otherwise disposed of pursuant to such plan until after the expiration of the Lock-up Period.

In addition, if the undersigned is an officer or director of the Company, (i) GS and Jefferies agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Shares, GS and Jefferies will notify the Company of the impending release or waiver, and (ii) the Company (in accordance with the provisions of the Underwriting Agreement) will announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by GS and Jefferies hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if both (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter agreement that are applicable to the transferor to the extent and for the duration that such terms remain in effect at the time of the transfer.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of Shares or Related Securities held by the undersigned and, if the undersigned is a natural person, the undersigned's Family Members, if any, except in compliance with the foregoing restrictions.

With respect to the Offering only, the undersigned waives any registration rights relating to registration under the Securities Act of the offer and sale of any Shares and/or any Related Securities owned either of record or beneficially by the undersigned, including any rights to receive notice of the Offering.

The undersigned confirms that the undersigned has not, and has no knowledge that any Family Member has, directly or indirectly, taken any action designed to or that might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale of the Shares. The undersigned will not, and will use its best efforts to cause any Family Member not to take, directly or indirectly, any such action.

The undersigned acknowledges and agrees that the underwriters have not provided any recommendation or investment advice nor have the underwriters solicited any action from the undersigned with respect to the Offering and the undersigned has consulted his, her or its own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate.

Whether or not the Offering occurs as currently contemplated or at all depends on market conditions and other factors. The Offering will only be made pursuant to the Underwriting Agreement, the terms of which are subject to negotiation between the Company and the underwriters.

This letter agreement shall automatically terminate and the undersigned shall be released from all of his, her or its obligations hereunder upon the earlier of (i) the date on which the Registration Statement filed with the SEC with respect to the Offering is withdrawn, (ii) the date on which for any reason the Underwriting Agreement is terminated (other than the provisions thereof that survive termination) prior to payment for and delivery of the Shares to be sold thereunder (other than pursuant to the underwriters' option thereunder to purchase additional Shares), (iii) the date on which the Company notifies GS, Jefferies and WB, in writing and prior to the execution of the Underwriting Agreement, that it does not intend to proceed with the Offering and (iv) May 31, 2026, in the event that the Underwriting Agreement has not been executed by such date (provided, however, that the Company may, by written notice to the undersigned prior to such date, extend such date by a period of up to an additional 90 days).

The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this letter agreement. This letter agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned.

This letter agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com or www.echosign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

Signature

Printed Name of Person Signing

(Indicate capacity of person signing if signing as custodian or trustee, or on behalf of an entity)

Annex A

Certain Defined Terms
Used in Lock-up Agreement

For purposes of the letter agreement to which this Annex A is attached and of which it is made a part:

- "**Call Equivalent Position**" shall have the meaning set forth in Rule 16a-1(b) under the Exchange Act.

- "**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended.

- "**Family Member**" shall mean the spouse of the undersigned, an immediate family member of the undersigned or an immediate family member of the undersigned's spouse, in each case living in the undersigned's household or whose principal residence is the undersigned's household (regardless of whether such spouse or family member may at the time be living elsewhere due to educational activities, health care treatment, military service, temporary internship or employment or otherwise). "**Immediate family member**" as used above shall have the meaning set forth in Rule 16a-1(e) under the Exchange Act.

- "**Lock-up Period**" shall mean the period beginning on the date hereof and continuing through the close of trading on the date that is 180 days after the date of the Prospectus.

- "**Put Equivalent Position**" shall have the meaning set forth in Rule 16a-1(h) under the Exchange Act.

- "**Related Securities**" shall mean any options or warrants or other rights to acquire Shares, or any securities exchangeable or exercisable for or convertible into Shares (including, for the avoidance of doubt, shares of Class V Common Stock), or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into Shares.

- "**Securities Act**" shall mean the Securities Act of 1933, as amended.

- "**Sell or Offer to Sell**" shall mean to:

  - sell, offer to sell, contract to sell or lend,

  - effect any short sale or establish or increase a Put Equivalent Position or liquidate or decrease any Call Equivalent Position

  - pledge, hypothecate or grant any security interest in, or

  - in any other way transfer or dispose of,

  - in each case whether effected directly or indirectly.

- "**Swap**" shall mean any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise.

Capitalized terms not defined in this Annex A shall have the meanings given to them in the body of this letter agreement.

Exhibit 3.1

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
SUJA LIFE, INC.

* * * * *

Suja Life, Inc., a corporation duly organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY as follows:

FIRST: The present name of the Corporation is Suja Life, Inc. The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on October 8, 2025 (the "Certificate of Incorporation").

SECOND: The Board of Directors of the Corporation, pursuant to a unanimous written consent, duly adopted resolutions authorizing the Corporation to amend and restate the Certificate of Incorporation in its entirety to read as set forth in Exhibit A attached hereto and made a part hereof (the "Amended and Restated Certificate").

THIRD: The Amended and Restated Certificate restates and integrates and further amends the Certificate of Incorporation.

FOURTH: The stockholders of the Corporation approved and adopted the Amended and Restated Certificate by written consent in accordance with Section 228 of the General Corporation Law of the State of Delaware.

FIFTH: The Amended and Restated Certificate has been duly adopted in accordance with Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware.

* * * * *

IN WITNESS WHEREOF, Suja Life, Inc. has caused this Amended and Restated Certificate of Incorporation to be executed by its duly authorized officer on this 7th day of May, 2026.

SUJA LIFE, INC.

By: /s/ Maria Stipp
Name: Maria Stipp
Title: Chief Executive Officer

Exhibit A

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
SUJA LIFE, INC.

ARTICLE ONE

The name of the corporation is Suja Life, Inc. (the "Corporation").

ARTICLE TWO

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE THREE

The nature and purpose of the business of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware ("DGCL").

ARTICLE FOUR

Section 1. Authorized Shares. The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is 650,000,000 shares, consisting of three classes as follows:

1. 50,000,000 shares of Preferred Stock, par value $0.0001 per share (the "Preferred Stock");

2. 500,000,000 shares of Class A Common Stock, par value $0.0001 per share (the "Class A Common Stock"); and

3. 100,000,000 shares of Class V Common Stock, par value $0.0001 per share (the "Class V Common Stock" and together with the Class A Common Stock, the "Common Stock").

The Preferred Stock and the Common Stock shall have the designations, rights, powers, and preferences and the qualifications, restrictions, and limitations thereof, if any, set forth below.

Section 2. Preferred Stock. The Board of Directors of the Corporation (the "Board") is authorized, subject to limitations prescribed by law, to provide, by resolution or resolutions for the issuance of shares of Preferred Stock in one or more series, and with respect to each series, to establish the number of shares to be included in each such series, and to fix the voting powers (if any), designations, powers, preferences, and relative, participating, optional, or other special rights, if any, of the shares of each such series, and any qualifications, limitations, or restrictions thereof, including dividend rights, conversion rights, voting rights, terms of redemption, and liquidation preferences, any or all of which may be greater than the rights of the Common Stock. The powers (including voting powers), preferences, and relative, participating, optional, and other special rights of each series of Preferred Stock and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding. Subject to the rights of the holders of any series of Preferred Stock, the number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding), without the separate vote of the holders of the Preferred Stock as a class, irrespective of the provisions of Section 242(b)(2) of the DGCL. For the avoidance of doubt, and notwithstanding the foregoing, the Corporation shall be governed by Section 242(d) of the DGCL.

Section 3. Common Stock.

(a) Voting Rights. Except as otherwise required by the DGCL or as provided by or pursuant to the provisions of this Certificate of Incorporation (as amended and/or restated from time to time, including pursuant to any certificate of designation relating to any series of Preferred Stock, the "Certificate"):

(i) Each holder of Class A Common Stock shall be entitled to one vote for each share of Class A Common Stock held of record by such holder on all matters to be voted upon by stockholders of the Corporation.

(ii) Each holder of Class V Common Stock shall be entitled to one vote for each share of Class V Common Stock held of record by such holder on all matters to be voted upon by stockholders of the Corporation.

(iii) Except as otherwise required in this Certificate or by applicable law, the holders of Class A Common Stock and Class V Common Stock shall vote together as a single class on all matters on which stockholders of the Corporation are generally entitled to vote (and, if any holders of Preferred Stock are entitled to vote together with the holders of Common Stock, as a single class with such holders of Preferred Stock); provided, however, that, except as otherwise required by law or this Certificate, the holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate (including any certificate of designation relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate (including any certificate of designation relating to any series of Preferred Stock) or pursuant to the DGCL. Subject to the rights of the holders of any series of Preferred Stock, the number of authorized shares of Class A Common Stock or Class V Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) without the separate vote of the holders of the Class A Common Stock or Class V Common Stock, as applicable, irrespective of the provisions of Section 242(b)(2) of the DGCL. For the avoidance of doubt, the Corporation does not intend by the foregoing sentence to opt out of the provisions of Section 242(d) of the DGCL, and intends that Section 242(d) be applicable to the Corporation.

(iv) The holders of shares of Common Stock shall not have cumulative voting rights.

(b) Dividends. Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock or any class or series of stock having a preference over or the right to participate with the Class A Common Stock with respect to the payment of dividends in cash, stock, or property of the Corporation, such dividends may be declared and paid on the Class A Common Stock out of the assets of the Corporation that are by law available therefor at such times and in such amounts as the Board in its discretion shall determine. Dividends shall not be declared or paid on the Class V Common Stock.

(c) Liquidation, Dissolution, etc. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the affairs of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation as required by law and of the preferential and other amounts, if any, to which the holders of Preferred Stock or any class or series of stock having a preference over or the right to participate with the Class A Common Stock shall be entitled, the holders of all outstanding shares of Class A Common Stock shall be entitled to participate in the distribution of the remaining assets of the Corporation available for distribution to holders of Class A Common Stock ratably in proportion to the number of shares held by each such stockholder. The holders of shares of Class V Common Stock, as such, shall not be entitled to receive any assets of the Corporation in the event of any voluntary or involuntary liquidation, dissolution, or winding up of the affairs of the Corporation.

(d) Reclassification. Neither the Class A Common Stock nor the Class V Common Stock may be subdivided, split, combined, consolidated, reclassified, or otherwise changed unless contemporaneously therewith the other class of Common Stock and the common units of Suja Life Holdings, L.P., a Delaware limited partnership (such units, the "LP Units"), are subdivided, consolidated, reclassified, or otherwise changed in the same proportion and in the same manner.

(e) Exchange. The holders of LP Units other than the Corporation shall, to the extent provided in the Exchange Agreement and the Partnership Agreement (each, defined below) and in accordance with the terms and conditions of the Exchange Agreement and the Partnership Agreement, as applicable, have the right to exchange the Class V Common Stock and the LP Units held by them for the number of fully paid and nonassessable shares of Class A Common Stock determined in accordance with the terms of the Exchange Agreement. Upon the exchange of an LP Unit for one share of Class A Common Stock in accordance with the terms and conditions of the Exchange Agreement and the Partnership Agreement, as applicable, one share of Class V Common Stock held by the exchanging holder shall automatically and without further action on the part of the Corporation be transferred to the Corporation for no consideration, and shall be automatically retired and cancelled and shall no longer be issued or outstanding and may not be reissued and shall return to the status of authorized but unissued shares of Class V Common Stock. The Corporation shall at all times when any shares of Class V Common Stock and LP Units shall be outstanding, reserve and keep available out of its authorized but unissued Class A Common Stock such number of shares of the Class A Common Stock as shall from time to time be sufficient to effect the exchange of all outstanding shares of Class V Common Stock and LP Units into shares of Class A Common Stock in accordance with the terms of the Exchange Agreement and the Partnership Agreement. If at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the exchange of all outstanding LP Units, the Corporation will take such corporate actions within its power as may, in the opinion of its counsel, be necessary to cause this Certificate to be amended so as to increase the number of authorized shares of Class A Common Stock to such number as shall be sufficient for such purpose. "Exchange Agreement" means that certain Exchange Agreement, dated on or about the date hereof, among the Corporation, Suja Life Holdings, L.P., and holders of LP Units party thereto, as it may be amended and/or restated from time to time, a copy of which is available from the Company upon request and without cost. "Partnership Agreement" means that certain Amended and Restated Limited Partnership Agreement of Suja Life Holdings, L.P., dated on or about the date hereof, as it may be amended and/or restated from time to time, a copy of which is available from the Corporation upon request and without cost.

(f) Automatic Transfer. No share of Class V Common Stock may be sold, exchanged, or otherwise transferred, other than in connection with (i) the original issuance of the Class V Common Stock to the holders of LP Units of Suja Life Holdings, L.P. pursuant to the Exchange Agreement (ii) the exchange of an LP Unit as set forth in Section 3(e) of ARTICLE FOUR hereof and in the Exchange Agreement and the Partnership Agreement, and (iii) the transfer of an LP Unit by a holder of LP Units to "Permitted Transferees" of such holder as defined in the Partnership Agreement. In the event that any outstanding shares of Class V Common Stock are sold, exchanged, or otherwise transferred other than as provided in the foregoing clauses (i), (ii), and (iii) or such outstanding shares of Class V Common Stock shall otherwise cease to be held by a holder of a corresponding number, based on the exchange rate then in effect, of LP Units (including a transferee of a LP Unit) for any reason, such shares of Class V Common Stock shall upon such sale, exchange, or other transfer, or upon ceasing to be held by such holder, automatically and without further action on the part of the Corporation or any holder of Class V Common Stock be transferred to the Corporation for no consideration and thereupon shall be automatically retired and cancelled and shall no longer be issued or outstanding and may not be reissued and shall return to the status of authorized but unissued shares of Class V Common Stock. Certificates representing outstanding shares of Class V Common Stock shall contain a legend referencing the restrictions of transfers set forth herein.

ARTICLE FIVE

Section 1. Board of Directors. Except as otherwise provided in this Certificate or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board.

Section 2. Number of Directors. Subject to any rights of the holders of any series of Preferred Stock then outstanding to elect additional directors under specified circumstances or otherwise, the number of directors which shall constitute the Board shall be seven and, thereafter, shall be fixed from time to time exclusively by resolution of the Board; provided that, before the Board Trigger Date (as defined herein), the size of the Board may also be fixed by the holders of a majority of the voting power present or represented by proxy at a duly convened meeting of stockholders or by a consent of stockholders in lieu of a meeting in accordance with Section 228 of the DGCL.

Section 3. Classes of Directors. The directors of the Corporation, other than those who may be elected by the holders of any series of Preferred Stock, shall be divided into three classes, hereby designated Class I, Class II and Class III.

Section 4. Election and Term of Office. Subject to the rights of the holders of any series of Preferred Stock then outstanding and subject to Section 7 of this ARTICLE FIVE, the directors shall be elected by a plurality of the votes cast. The term of office of the initial Class I directors shall expire at the first annual meeting of stockholders following the date the Class A Common Stock is first publicly traded (the "IPO Date"), the term of office of the initial Class II directors shall expire at the second annual meeting of stockholders after the IPO Date, and the term of office of the initial Class III directors shall expire at the third annual meeting of the stockholders after the IPO Date. The Board may assign directors already in office to Class I, Class II, and Class III. At each annual meeting of stockholders after the IPO Date, directors elected to replace those of a class whose terms expire at such annual meeting shall be elected to hold office until the third succeeding annual meeting after their election and until their respective successors shall have been duly elected and qualified. Each such director shall hold office until the annual meeting of stockholders for the year in which such director's term expires and a successor is duly elected and qualified or until his or her earlier death, resignation, or removal. Nothing in this Certificate shall preclude a director from serving consecutive terms. Elections of directors need not be by written ballot unless the Bylaws of the Corporation (as amended and/or restated, the "Bylaws") shall so provide.

Section 5. Newly Created Directorships and Vacancies. Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board resulting from death, resignation, disqualification, removal from office, or any other cause may be filled by the affirmative vote of the majority of the remaining directors then in office, even if less than a quorum, or by a sole remaining director, and may not be filled in any other manner; provided that, before the Board Trigger Date, vacant and newly created directorships may also be filled by a plurality vote of the stockholders entitled to vote thereon at a duly convened meeting of stockholders or by a consent of a majority in voting power of the stock entitled to vote thereon in accordance with Section 228 of the DGCL; and further provided that any vacancy or newly created directorship relating to a director entitled to be nominated by the Principal Stockholder (as defined herein) pursuant to the Director Designation Agreement dated on or about the IPO Date, as amended, restated, modified, and/or supplemented from time to time, a copy of which is available from the Corporation upon request and without cost, may only be filled with the person nominated by the Principal Stockholder. A director elected or appointed to fill a vacancy shall serve for the unexpired term of his or her predecessor in office and until his or her successor is elected and qualified or until his or her earlier death, resignation, or removal. A director elected or appointed to fill a position resulting from an increase in the number of directors shall hold office until the next election of the class for which such director shall have been elected or appointed and until his or her successor is elected and qualified, or until his or her earlier death, resignation, or removal. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

Section 6. Removal and Resignation of Directors. Notwithstanding any other provision of this Certificate, (i) prior to the Board Trigger Date, directors may be removed with or without cause upon the affirmative vote of stockholders representing at least a majority of the Voting Stock (as defined herein) of the Corporation, voting together as a single class and (ii) on and after the Board Trigger Date, directors may only be removed for cause and only upon the affirmative vote of stockholders representing at least 66 $^{2}/_{3}$% of the voting power of the then outstanding shares of Voting Stock of the Corporation, voting together as a single class. Any director may resign at any time upon notice in writing or by electronic transmission to the Corporation. "Board Trigger Date" means the first date on which the Principal Stockholder and its Affiliated Companies (as defined herein) cease to beneficially own in the aggregate (directly or indirectly) at least 40% of the outstanding shares of Class A Common Stock (determined assuming that each LP Unit owned by holders other than the Corporation were exchanged for Class A Common Stock in accordance with the terms and conditions of the Exchange Agreement and the Partnership Agreement, as applicable). "Principal Stockholder" means Paine Schwartz Partners, LLC. "Affiliated Companies" means (a) in respect of the Principal Stockholder, any entity that controls, is controlled by or is under common control with such Principal Stockholder (other than the Corporation and any entity that is controlled by the Corporation) and any investment funds managed by such Principal Stockholder or any of its affiliates and (b) in respect of the Corporation, any entity controlled by the Corporation. "Control" is defined in Section 4 of ARTICLE NINE.

Section 7. Rights of Holders of Preferred Stock. Notwithstanding the provisions of this ARTICLE FIVE, whenever the holders of one or more series of Preferred Stock shall have the right, voting separately or together by series, to elect directors at an annual or special meeting of stockholders, the election, term of office, filling of vacancies, and other features of such directorship shall be subject to the rights of such series of Preferred Stock. During any period when the holders of any series of Preferred Stock, voting separately as a series or together with one or more series, have the right to elect additional directors, then upon commencement and for the duration of the period during which such right continues (i) the then otherwise total authorized number of directors of the Corporation shall automatically be increased by such specified number of directors, and the holders of such Preferred Stock shall be entitled to elect the additional directors so provided for or fixed pursuant to said provisions, and (ii) each such additional director shall serve until such director's successor shall have been duly elected and qualified, or until such director's right to hold such office terminates pursuant to said provisions, whichever occurs earlier, subject to his or her earlier death, resignation, disqualification, or removal. Except as otherwise provided by the Board in the resolution or resolutions establishing such series, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such stock, the terms of office of all such additional directors elected by the holders of such stock, or elected to fill any vacancies resulting from the death, resignation, disqualification, or removal of such additional directors, shall forthwith terminate (in which case each such director thereupon shall cease to be qualified as, and shall cease to be, a director), and the total authorized number of directors of the Corporation shall automatically be reduced accordingly.

Section 8. Advance Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws.

Section 9. Chair of the Board. So long as the Principal Stockholder beneficially owns in the aggregate (directly or indirectly) at least 20% or more of the Voting Stock of the Corporation, the Chair of the Board shall be designated solely by the Principal Stockholder.

ARTICLE SIX

Section 1. Limitation of Liability.

(a) To the fullest extent permitted by the DGCL as it now exists or may hereafter be amended (but, in the case of any such amendment, only to the extent such amendment permits the Corporation to provide broader exculpation than permitted prior thereto), no director or officer of the Corporation shall be liable to the Corporation or its stockholders for monetary damages arising from a breach of fiduciary duty as a director or officer.

(b) Any amendment, repeal, or modification of the foregoing paragraph shall not adversely affect any right or protection of a director or officer of the Corporation existing at the time of such amendment, repeal, or modification, with respect to any act, omission, or other matter occurring prior to such amendment, repeal, or modification. Solely for purposes of Sections 1(a) and 1(b) of this ARTICLE SIX, "officer" has the meaning provided in Section 102(b)(7) of the DGCL.

ARTICLE SEVEN

Section 1. Action by Written Consent. Prior to the Board Trigger Date, any action which is required or permitted to be taken by the Corporation's stockholders may be taken without a meeting, without prior notice, and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of the Corporation's stock entitled to vote thereon were present and voted. On and after the Board Trigger Date, any action required or permitted to be taken by the Corporation's stockholders may be taken only at a duly called annual or special meeting of the Corporation's stockholders and the power of stockholders to act by consent in writing without a meeting is specifically denied; provided, however, that any action required or permitted to be taken by the holders of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice, and without a vote, to the extent expressly so provided in the resolutions creating such series of Preferred Stock.

Section 2. Special Meetings of Stockholders. Subject to the rights of the holders of any series of Preferred Stock then outstanding and to the requirements of applicable law, special meetings of stockholders of the Corporation may be called only (i) by or at the direction of the Board or the Chair of the Board pursuant to a written resolution adopted by the affirmative vote of the majority of the total number of directors that the Corporation would have if there were no vacancies, or (ii) prior to the first date (the "Special Meeting Trigger Date") on which the Principal Stockholder and its Affiliated Companies cease to beneficially own in the aggregate (directly or indirectly) at least 30% of the voting power of the then outstanding Voting Stock, by the Chair of the Board at the request of the Principal Stockholder in the manner provided for in the Bylaws. Any business transacted at any special meeting of stockholders shall be limited to the purpose or purposes stated in the notice of the meeting.

ARTICLE EIGHT

Section 1. Certain Acknowledgments. It is hereby acknowledged that:

(a) (i) certain of the directors, partners, principals, officers, members, managers, employees, operating partners, and/or contractors of the Principal Stockholder or its Affiliated Companies may serve as directors or officers of the Corporation, (ii) the Principal Stockholder and its Affiliated Companies engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, and (iii) the Corporation and its Affiliated Companies may engage in material business transactions with the Principal Stockholder and its Affiliated Companies, and the Corporation is expected to benefit therefrom;

(b) the provisions of this ARTICLE EIGHT are set forth to regulate to the fullest extent permitted by law certain affairs of the Corporation as they may involve the Principal Stockholder and/or its Affiliated Companies and/or their respective directors, partners, principals, officers, members, managers, employees, operating partners, and/or contractors, including any of the foregoing who serve as officers or directors of the Corporation (the Principal Stockholder and/or its Affiliated Companies and all such other persons each an "Exempt Person" and collectively, the "Exempt Persons"); and

(c) this ARTICLE EIGHT constitutes the renunciation of corporate opportunities pursuant to Section 122(17) of the DGCL, which authorizes a corporation to renounce specified classes and categories of business opportunities.

Section 2. Renunciation of Corporate Opportunities. To the fullest extent permitted by the DGCL, but subject to Section 3 of this ARTICLE EIGHT, the Corporation hereby renounces any interest or expectancy in, or being offered an opportunity to participate in, any and all business opportunities: (a) originated or acquired by an Exempt Person; (b) in which the Exempt Person has an interest; or (c) that is received from any person or entity by an Exempt Person. The business opportunities renounced under this paragraph include any actual or potential investment or business opportunity or prospective economic advantage in which the Corporation could, but for this paragraph, have an interest or expectancy (including, without limitation, acquisitions, dispositions, business combinations, financings, or investment opportunities), whether or not such opportunities are in the same or similar lines of business in which the Corporation is engaged or intends to engage.

Section 3. Excluded Opportunities. Notwithstanding the foregoing provisions of this ARTICLE EIGHT, but subject to Section 4 of this ARTICLE EIGHT, the Corporation does not renounce any interest or expectancy it may have in any business opportunity that is (a) expressly offered to a person solely in his or her capacity as a director or officer of the Corporation, and not in any other capacity; (b) offered to, or acquired by, a person while he or she is a full-time employee of the Corporation; or (c) that has been developed using the confidential information of the Corporation or any of its subsidiaries.

Section 4. Certain Matters Deemed Not Corporate Opportunities. In addition to and notwithstanding the foregoing provisions of this ARTICLE EIGHT, a corporate opportunity shall not be deemed to belong to the Corporation if it is a business opportunity the Corporation is not financially able or contractually permitted or legally able to undertake, or that is, from its nature, not in the line of the Corporation's business or is of no practical advantage to it or that is one in which the Corporation has no interest or reasonable expectancy.

Section 5. Amendment of this Article. Notwithstanding anything to the contrary elsewhere contained in this Certificate, subject to the rights of the holders of any series of Preferred Stock then outstanding, and in addition to any vote required by applicable law, the affirmative vote of the Principal Stockholder, so long as the Principal Stockholder and/or its Affiliated Companies continue to beneficially own any outstanding shares of Voting Stock of the Corporation, shall be required to alter, amend, or repeal, or to adopt any provision inconsistent with, this ARTICLE EIGHT; provided, however, that, to the fullest extent permitted by law, neither the alteration, amendment, or repeal of this ARTICLE EIGHT nor the adoption of any provision of this Certificate inconsistent with this ARTICLE EIGHT shall apply to or have any effect on the liability or alleged liability of any Exempt Person for or with respect to any activities or opportunities which such Exempt Person becomes aware of prior to such alteration, amendment, repeal, or adoption.

Section 6. Deemed Notice. Any person or entity purchasing or otherwise acquiring or holding any interest in any shares of the Corporation shall be deemed to have notice of and to have consented to the provisions of this ARTICLE EIGHT.

ARTICLE NINE

Section 1. Section 203 of the DGCL. The Corporation expressly elects not to be subject to the provisions of Section 203 of the DGCL.

Section 2. Business Combinations with Interested Stockholders. Notwithstanding any other provision in this Certificate to the contrary, the Corporation shall not engage in any Business Combination (as defined herein), at any point in time at which the Common Stock is registered under Section 12(b) or 12(g) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), with any Interested Stockholder (as defined herein) for a period of three years following the time that such stockholder became an Interested Stockholder, unless:

(a) prior to such time the Board approved either the Business Combination or the transaction which resulted in such stockholder becoming an Interested Stockholder;

(b) upon consummation of the transaction which resulted in such stockholder becoming an Interested Stockholder, such stockholder owned at least 85% of the Voting Stock of the Corporation outstanding at the time the transaction commenced, excluding for purposes of determining the Voting Stock outstanding (but not the outstanding Voting Stock owned by such Interested Stockholder) those shares owned (i) by Persons (as defined herein) who are directors and also officers of the Corporation, and (ii) employee stock plans of the Corporation in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

(c) at or subsequent to such time, the Business Combination is approved by the Board and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66 $^{2}/_{3}$% of the outstanding Voting Stock which is not owned by such Interested Stockholder.

Section 3. Exceptions to Prohibition on Interested Stockholder Transactions. The restrictions contained in this ARTICLE NINE shall not apply if:

(a) a stockholder becomes an Interested Stockholder inadvertently and (i) as soon as practicable divests itself of ownership of sufficient shares so that the stockholder ceases to be an Interested Stockholder, and (ii) would not, at any time within the three-year period immediately prior to a Business Combination between the Corporation and such stockholder, have been an Interested Stockholder but for the inadvertent acquisition of ownership; or

(b) the Business Combination is proposed prior to the consummation or abandonment of and subsequent to the earlier of the public announcement or the notice required hereunder of a proposed transaction which (i) constitutes one of the transactions described in the second sentence of this Section 3(b) of ARTICLE NINE, (ii) is with or by a Person who either was not an Interested Stockholder during the previous three years or who became an Interested Stockholder with the approval of the Board, and (iii) is approved or not opposed by a majority of the directors then in office (but not less than one) who were directors prior to any Person becoming an Interested Stockholder during the previous three years or were recommended for election or elected to succeed such directors by a majority of such directors. The proposed transactions referred to in the preceding sentence are limited to: (x) a merger or consolidation of the Corporation (except for a merger in respect of which, pursuant to Section 251(f) of the DGCL, no vote of the stockholders of the Corporation is required); (y) a sale, lease, exchange, mortgage, pledge, transfer, or other disposition (in one transaction or a series of transactions), whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation (other than to any direct or indirect wholly owned subsidiary or to the Corporation) having an aggregate market value equal to 50% or more of either that aggregate market value of all of the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding Stock (as defined herein) of the Corporation; or (z) a proposed tender or exchange offer for 50% or more of the outstanding Voting Stock of the Corporation. The Corporation shall give not less than 20 days' notice to all Interested Stockholders prior to the consummation of any of the transactions described in clause (x) or (y) of the second sentence of this Section 3(b) of ARTICLE NINE.

Section 4. Definitions. As used in this ARTICLE NINE only, and unless otherwise provided by the express terms of this ARTICLE NINE, the following terms shall have the meanings ascribed to them as set forth in this Section 4 of ARTICLE NINE and, to the extent such terms are defined elsewhere in this Certificate, such definitions shall not apply to this ARTICLE NINE:

(a) "Affiliate" means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another Person;

(b) "Associate," when used to indicate a relationship with any Person, means (i) any corporation, partnership, unincorporated association, or other entity of which such Person is a director, officer, or general partner or is, directly or indirectly, the owner of 20% or more of any class of Voting Stock, (ii) any trust or other estate in which such Person has at least a 20% beneficial interest or as to which such Person serves as trustee or in a similar fiduciary capacity, and (iii) any relative or spouse of such Person, or any relative of such spouse, who has the same residence as such Person;

(c) "Business Combination" means:

(i) any merger or consolidation of the Corporation (other than a merger effected pursuant to Sections 253 or 267 of the DGCL) or any direct or indirect majority-owned subsidiary of the Corporation with (A) the Interested Stockholder, or (B) any other corporation, partnership, unincorporated association, or entity if the merger or consolidation is caused by the Interested Stockholder and as a result of such merger or consolidation Section 2 of this ARTICLE NINE is not applicable to the surviving entity;

(ii) any sale, lease, exchange, mortgage, pledge, transfer, or other disposition (in one transaction or a series of transactions), except proportionately as a stockholder of the Corporation, to or with the Interested Stockholder, whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation which assets have an aggregate market value equal to 10% or more of either the aggregate market value of all the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding Stock of the Corporation;

(iii) any transaction which results in the issuance or transfer by the Corporation or by any direct or indirect majority-owned subsidiary of the Corporation of any Stock of the Corporation or of such subsidiary to the Interested Stockholder, except (A) pursuant to the exercise, exchange, or conversion of securities exercisable for, exchangeable for, or convertible into Stock of the Corporation or any such subsidiary which securities were outstanding prior to the time that the Interested Stockholder became such; (B) pursuant to an exchange of LP Units into Class A Common Stock, to the extent provided in the Exchange Agreement and the Partnership Agreement, (C) pursuant to a merger under Sections 251(g), 253 or 267 of the DGCL, (D) pursuant to a dividend or distribution paid or made, or the exercise, exchange, or conversion of securities exercisable for, exchangeable for, or convertible into Stock of the Corporation or any such subsidiary which security is distributed, pro rata to all holders of a class or series of Stock of the Corporation subsequent to the time the Interested Stockholder became such, (E) pursuant to an exchange offer by the Corporation to purchase Stock made on the same terms to all holders of such Stock, or (F) any issuance or transfer of Stock by the Corporation; provided, however, that in no case under items (D)-(F) of this Section 4(c)(iii) of ARTICLE NINE shall there be an increase in the Interested Stockholder's proportionate share of the Stock of any class or series of the Corporation or of the Voting Stock of the Corporation;

(iv) any transaction involving the Corporation or any direct or indirect majority-owned subsidiary of the Corporation which has the effect, directly or indirectly, of increasing the proportionate share of the Stock of any class or series, or securities convertible into the Stock of any class or series, of the Corporation or of any such subsidiary which is owned by the Interested Stockholder, except as a result of immaterial changes due to fractional share adjustments or as a result of any purchase or redemption of any shares of Stock not caused, directly or indirectly, by the Interested Stockholder; or

(v) any receipt by the Interested Stockholder of the benefit, directly or indirectly (except proportionately as a stockholder of the Corporation), of any loans, advances, guarantees, pledges, or other financial benefits (other than those expressly permitted in Sections 4(c)(i)-(iv) of ARTICLE NINE) provided by or through the Corporation or any direct or indirect majority-owned subsidiary of the Corporation;

(d) "control," including the terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of Voting Stock, by contract or otherwise. A Person who is the owner of 20% or more of the outstanding Voting Stock of any corporation, partnership, unincorporated association, or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary; notwithstanding the foregoing, a presumption of control shall not apply where such Person holds Voting Stock, in good faith and not for the purpose of circumventing this ARTICLE NINE, as an agent, bank, broker, nominee, custodian, or trustee for one or more owners who do not individually or as a group (as such term is used in Rule 13d-5 under the Exchange Act ("Rule 13d-5"), as such Rule 13d-5 is in effect as of the date of this Certificate) have control of such entity;

(e) "Interested Stockholder" means any Person (other than the Corporation and any direct or indirect majority-owned subsidiary of the Corporation) that (i) is the owner of 15% or more of the outstanding Voting Stock of the Corporation, or (ii) is an Affiliate or Associate of the Corporation and was the owner of 15% or more of the outstanding Voting Stock of the Corporation at any time within the three-year period immediately prior to the date on which it is sought to be determined whether such Person is an Interested Stockholder, and the Affiliates and Associates of such Person. Notwithstanding anything in this ARTICLE NINE to the contrary, the term "Interested Stockholder" shall not include: (x) the Principal Stockholder or any of its Affiliated Companies, or any other Person with whom any of the foregoing are acting as a group or in concert for the purpose of acquiring, holding, voting, or disposing of shares of Stock of the Corporation; (y) any Person who would otherwise be an Interested Stockholder either in connection with or because of a transfer, sale, assignment, conveyance, hypothecation, encumbrance, or other disposition of 5% or more of the outstanding Voting Stock of the Corporation (in one transaction or a series of transactions) by the Principal Stockholder or any of its Affiliates or Associates to such Person; provided, however, that such Person was not an Interested Stockholder prior to such transfer, sale, assignment, conveyance, hypothecation, encumbrance, or other disposition; or (z) any Person whose ownership of shares in excess of the 15% limitation set forth herein is the result of action taken solely by the Corporation; provided that, for purposes of this clause (z) only, such Person shall be an Interested Stockholder if thereafter such Person acquires additional shares of Voting Stock of the Corporation, except as a result of further action by the Corporation not caused, directly or indirectly, by such Person; provided, that, for the purpose of determining whether a Person is an Interested Stockholder, the Voting Stock of the Corporation deemed to be outstanding shall include Stock deemed to be owned by the Person through application of this definition of "owned" but shall not include any other unissued Stock of the Corporation which may be issuable pursuant to any agreement, arrangement, or understanding, or upon exercise of conversion rights, warrants, or options, or otherwise;

(f) "Owner," including the terms "own" and "owned," when used with respect to any Stock, means a Person that individually or with or through any of its Affiliates or Associates beneficially owns such Stock, directly or indirectly; or has (A) the right to acquire such Stock (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement, or understanding, or upon the exercise of conversion rights, exchange rights, warrants, or options, or otherwise; provided, however, that a Person shall not be deemed the owner of Stock tendered pursuant to a tender or exchange offer made by such Person or any of such Person's Affiliates or Associates until such tendered Stock is accepted for purchase or exchange, (B) the right to vote such Stock pursuant to any agreement, arrangement, or understanding; provided, however, that a Person shall not be deemed the owner of any Stock because of such Person's right to vote such Stock if the agreement, arrangement, or understanding to vote such Stock arises solely from a revocable proxy or consent given in response to a proxy or consent solicitation made to 10 or more Persons, or (C) has any agreement, arrangement, or understanding for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent as described in clause (B) of this Section 4(f) of ARTICLE NINE), or disposing of such Stock with any other Person that beneficially owns, or whose Affiliates or Associates beneficially own, directly or indirectly, such Stock;

(g) "Person" means any individual, corporation, partnership, unincorporated association, or other entity;

(h) "Stock" means, with respect to any corporation, any capital stock of such corporation and, with respect to any other entity, any equity interest of such entity; and

(i) "Voting Stock" means, with respect to any corporation, Stock of any class or series entitled to vote generally in the election of directors, and, with respect to any entity that is not a corporation, any equity interest entitled to vote generally in the election of the governing body of such entity. Every reference to a percentage of Voting Stock shall refer to such percentage of the votes of such Voting Stock.

ARTICLE TEN

Section 1. Amendments to the Bylaws. Subject to the rights of holders of any series of Preferred Stock then outstanding, in furtherance and not in limitation of the powers conferred by law, prior to the Special Meeting Trigger Date, the Bylaws may be amended, altered, rescinded, or repealed, in whole or in part, and new bylaws may be adopted by (i) the Board, or (ii) in addition to any vote of the holders of any class or series of capital stock of the Corporation required herein (including pursuant to any certificate of designation relating to any series of Preferred Stock) and any other vote otherwise required by applicable law or the Bylaws, the affirmative vote of the holders of at least a majority of the voting power of all of the then outstanding shares of Voting Stock of the Corporation, voting together as a single class. On and after the Special Meeting Trigger Date, the Bylaws may be amended, altered, rescinded, or repealed, in whole or in part, and new bylaws may be adopted by (i) the Board, or (ii) in addition to any vote of the holders of any class or series of capital stock of the Corporation required herein (including pursuant to any certificate of designation relating to any series of Preferred Stock), and any other vote otherwise required by applicable law or the Bylaws, the affirmative vote of the holders of at least 66 $^{2}/_{3}$% of the voting power of the then outstanding Voting Stock of the Corporation, voting together as a single class.

Section 2. Amendments to this Certificate. Subject to the rights of holders of any series of Preferred Stock then outstanding, and in addition to any other vote required by law or this Certificate, no provision of ARTICLE FIVE, ARTICLE SIX, ARTICLE SEVEN, ARTICLE NINE, ARTICLE TEN, or ARTICLE ELEVEN of this Certificate may be altered, amended, or repealed in any respect, nor may any provision of this Certificate or the Bylaws inconsistent therewith be adopted, unless (i) prior to the Special Meeting Trigger Date, such alteration, amendment, repeal, or adoption is approved by the affirmative vote of the holders of a majority of the voting power of all outstanding shares of Voting Stock of the Corporation, voting together as a single class, and (ii) on and after the Special Meeting Trigger Date, such alteration, amendment, repeal, or adoption is approved by the affirmative vote of holders of at least 66 $^{2}/_{3}$% of the voting power of all outstanding shares of Voting Stock of the Corporation, voting together as a single class.

ARTICLE ELEVEN

Section 1. Exclusive Forum. Unless this Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, the state or federal court located in the State of Delaware with jurisdiction) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, employee, or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, the Certificate or the Bylaws, or (iv) any action asserting a claim governed by the internal affairs doctrine; *provided that*, for the avoidance of doubt, this provision, including for any "derivative action," will not apply to suits to enforce a duty or liability created by the Securities Act of 1933, as amended (the "Securities Act"), the Exchange Act, or any other claim for which the federal courts have exclusive jurisdiction. Unless this Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act.

Section 2. Notice. Any Person purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation (including, without limitation, shares of Common Stock) shall be deemed to have notice of and to have consented to the provisions of this ARTICLE ELEVEN.

ARTICLE TWELVE

If any provision or provisions of this Certificate shall be held to be invalid, illegal, or unenforceable as applied to any circumstance for any reason whatsoever, the validity, legality, and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate (including, without limitation, each portion of any paragraph of this Certificate containing any such provision held to be invalid, illegal, or unenforceable that is not itself held to be invalid, illegal, or unenforceable) shall not, to the fullest extent permitted by applicable law, in any way be affected or impaired thereby.

Exhibit 3.2

AMENDED AND RESTATED BYLAWS

OF

SUJA LIFE, INC.

A Delaware corporation
(Adopted as of May 7, 2026)

ARTICLE I
OFFICES

Section 1. Offices. Suja Life, Inc. (the "Corporation") may have an office or offices other than its registered office at such place or places, either within or outside the State of Delaware, as the Board of Directors of the Corporation (the "Board") may from time to time determine or the business of the Corporation may require. The registered office of the Corporation in the State of Delaware shall be as stated in the Corporation's certificate of incorporation as then in effect (as amended, restated, modified, and/or supplemented from time to time, including by any certificate of designation relating to any series of preferred stock, the "Certificate of Incorporation").

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. The Board may designate a place, if any, either within or outside the State of Delaware, as the place of meeting for any annual meeting or for any special meeting of stockholders. The Board may, in its sole discretion, determine that meetings of stockholders shall not be held at any place, but may in addition to or instead be held solely by means of remote communication (including virtually) in accordance with Section 211(a)(2) of the General Corporation Law of the State of Delaware (the "DGCL").

Section 2. Annual Meeting. An annual meeting of the stockholders shall be held at such date and time as is specified by resolution of the Board. At the annual meeting, stockholders shall elect directors to succeed those whose terms expire at such annual meeting and transact such other business as properly may be brought before the annual meeting pursuant to Section 11 of this ARTICLE II of these amended and restated bylaws (as amended, restated, modified, and/or supplemented from time to time, these "Bylaws"). The Board may postpone, reschedule, or cancel any annual meeting of stockholders previously scheduled by the Board.

Section 3. Special Meetings. Special meetings of the stockholders may only be called in the manner provided in the Certificate of Incorporation and may be held at such place, if any, either within or without the State of Delaware, and at such time and date as the Board or the Chair of the Board (the "Chair") or the Chief Executive Officer of the Corporation (the "CEO") shall determine and state in the notice of such meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice. The Board may postpone, reschedule, or cancel any special meeting of stockholders previously scheduled by the Board; provided that prior to the Special Meeting Trigger Date (as defined in the Certificate of Incorporation), any special meeting called at the request of the Principal Stockholder (as defined herein) or any Principal Stockholder Affiliate (as defined herein) may not be postponed, rescheduled, or canceled without the consent of the Principal Stockholder or such Principal Stockholder Affiliate, as the case may be, at whose request the meeting was originally called.

Section 4. Notice of Meetings. Whenever stockholders are required or permitted to take action at a meeting, notice of the meeting, which shall state the place, if any, date, and time of the meeting of the stockholders, the means of remote communications, if any, by which stockholders and proxyholders not physically present may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given, not less than 10 nor more than 60 days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the DGCL) or the Certificate of Incorporation.

(a) Form of Notice. All such notices shall be delivered in writing or by electronic transmission in the manner provided in Section 232 of the DGCL, or in any other manner permitted by the DGCL. If mailed, such notice shall be deemed given when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her, or its address as the same appears on the records of the Corporation. If delivered by courier service, notice shall be deemed given at the earlier of when the notice is received or left at such stockholder's address as the same appears on the records of the Corporation. If given by electronic mail, notice shall be deemed given when directed to such stockholder's electronic mail address unless the stockholder has notified the Corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by the DGCL. Notice to stockholders may also be given by other forms of electronic transmission consented to by the stockholder. If given by facsimile telecommunication, such notice shall be deemed given when directed to a number at which the stockholder has consented to receive notice by facsimile. If given by a posting on an electronic network together with separate notice to the stockholder of such specific posting, such notice shall be deemed given upon the later of: (A) such posting; and (B) the giving of such separate notice. If notice is given by any other form of electronic transmission, such notice shall be deemed given when directed to the stockholder. An affidavit of the secretary of the Corporation (the "Secretary") or an assistant secretary of the Corporation (the "Assistant Secretary"), the transfer agent of the Corporation (the "Transfer Agent"), or any other officer, assistant officer, or agent of the Corporation that the notice has been given shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein.

(b) Waiver of Notice. Whenever notice is required to be given under any provisions of the DGCL, the Certificate of Incorporation, or these Bylaws, a written waiver thereof, signed by the stockholder entitled to notice, or a waiver by electronic transmission given by the stockholder entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Neither the business to be transacted at, nor the purpose of, any meeting of the stockholders of the Corporation need be specified in any waiver of notice of such meeting. Attendance of a stockholder of the Corporation at a meeting of such stockholders shall constitute a waiver of notice of such meeting, except when the stockholder attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened and does not further participate in the meeting.

Section 5. List of Stockholders. The Corporation shall prepare, no later than the tenth day before each meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting; provided, however, if the record date for determining the stockholders entitled to vote is less than ten days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date, arranged in alphabetical order and showing the address of each such stockholder and the number of shares registered in the name of each such stockholder. Nothing contained in this section shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of ten days prior to the meeting date: (A) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting; or (B) during ordinary business hours, at the principal place of business of the Corporation. In the event the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. Except as otherwise provided by law, the list shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 5 or to vote in person or by proxy at any meeting of stockholders.

Section 6. Quorum. The holders of a majority in voting power of the outstanding capital stock entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders, except as otherwise provided by law, by the Certificate of Incorporation or these Bylaws. If a quorum is not present, the chair of the meeting or the holders of a majority of the voting power present in person or represented by proxy at the meeting and entitled to vote thereon may adjourn the meeting to another time and/or place from time to time until a quorum shall be present in person or represented by proxy. When a specified item of business requires a vote by a class or series (if the Corporation shall then have outstanding shares of more than one class or series) voting as a separate class or series, the holders of a majority in voting power of the outstanding stock of such class or series shall constitute a quorum (as to such class or series) for the transaction of such item of business. A quorum once established at a meeting shall not be broken by the withdrawal of enough votes to leave less than a quorum.

Section 7. Adjourned Meetings. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place. When a meeting is adjourned to another time or place (including an adjournment taken to address a technical failure to convene or continue a meeting using remote communication), notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are (i) announced at the meeting at which the adjournment is taken, (ii) displayed, during the time scheduled for the meeting, on the same electronic network used to enable stockholders and proxy holders to participate in the meeting by means of remote communication or (iii) set forth in the notice of meeting given in accordance with these Bylaws. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix a new record date for notice of such adjourned meeting in accordance with these Bylaws, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

Section 8. Vote Required. Subject to the rights of the holders of any series of preferred stock then-outstanding, when a quorum has been established, all matters other than the election of directors shall be determined by the affirmative vote of the majority of voting power of capital stock present in person or represented by proxy at the meeting and entitled to vote on the subject matter, unless by express provisions of the DGCL or other applicable law, the rules of any stock exchange upon which the Corporation's securities are listed, any regulation applicable to the Corporation or its securities, the Certificate of Incorporation, or these Bylaws a minimum or different vote is required, in which case such minimum or different vote shall be the required vote for such matter. Except as otherwise provided in the Certificate of Incorporation, directors shall be elected by a plurality of the votes cast.

Section 9. Voting Rights. Subject to the rights of the holders of any series of preferred stock then-outstanding, except as otherwise provided by the DGCL or the Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote in person or by proxy for each share of capital stock held by such stockholder which has voting power upon the matter in question. Voting at meetings of stockholders need not be by written ballot.

Section 10. Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent to corporate action without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally.

Section 11. Advance Notice of Stockholder Business and Director Nominations.

(a) Nominations of Directors and Other Business at Annual Meetings of Stockholders.

(i) Only such business, including nominations of persons for election to the Board, shall be conducted at an annual meeting of the stockholders as shall have been brought before the meeting: (A) as specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board or any duly authorized committee thereof; (B) by or at the direction of the Board or any duly authorized committee thereof; or (C) by any stockholder of the Corporation who (1) was a stockholder of record at the time of giving of notice provided for in Section 11(a)(iii) of this ARTICLE II, on the record date for determination of stockholders of the Corporation entitled to vote at the meeting, and at the time of the annual meeting, (2) at the time of the meeting, is entitled to vote at the meeting, and (3) complies with the notice procedures set forth in Section 11(a) of this ARTICLE II. For the avoidance of doubt, the foregoing clause (C) of this Section 11(a)(i) of ARTICLE II shall be the exclusive means for a stockholder to make nominations or propose such business before an annual meeting of stockholders. Notwithstanding the foregoing or any other provisions in this Section 11 to the contrary, at any time prior to the date that Paine Schwartz Partners, LLC (the "Principal Stockholder") and any entity that controls, is controlled by, or under common control with the Principal Stockholder (other than the Corporation and any entity that is controlled by the Corporation), and any investment vehicles or funds managed or controlled, directly or indirectly, by or otherwise affiliated with the Principal Stockholder (the "Principal Stockholder Affiliates") cease to beneficially own in the aggregate (directly or indirectly) at least 10% of the voting power of the then outstanding shares of capital stock of the Corporation then entitled to vote generally in the election of directors (the "Advance Notice Trigger Date"), none of the notice, information, or compliance requirements of this Section 11 shall apply to any nominations or business brought before any annual or special meeting of stockholders by the Principal Stockholder or Principal Stockholder Affiliates, and such nominations or business shall be deemed properly brought before such meeting.

(ii) For nominations or other business to be properly brought before an annual meeting by a stockholder (any such stockholder of record, as required by Section 11(a)(i) of this ARTICLE II, proposing business or nominating persons for election to the Board at a meeting of stockholders, the "Noticing Stockholder"), the Noticing Stockholder must have given timely notice thereof in proper written form as described in Section 11(a)(iii) of this ARTICLE II to the Secretary; any such proposed business other than nominations of persons for election to the Board must be a proper matter for stockholder action; and the Noticing Stockholder and any other stockholder, if any, on whose behalf the business is being proposed or the nomination is being made (collectively with the Noticing Stockholder, the "Holders" and each a "Holder") must have acted in accordance with the representations set forth in the Solicitation Statement (as defined in Section 11(a)(iii) of this ARTICLE II) required by these Bylaws and otherwise complied with the requirements with respect to such nominations or business set forth in this ARTICLE II of these Bylaws. To be timely, a stockholder's notice for such nominations or other business must be delivered to and received by the Secretary at the principal executive offices of the Corporation in proper written form not less than 90 days and not more than 120 days prior to the first anniversary of the preceding year's annual meeting of stockholders (which date shall, for purposes of the Corporation's first annual meeting of stockholders after its shares of Class A common stock, par value $0.0001 per share (the "Class A Common Stock"), are first publicly traded, be deemed to have occurred on May 6, 2026); provided, however, that if and only if the annual meeting is not scheduled to be held within a period that commences 30 days before such anniversary date and ends 70 days after such anniversary date, or if no annual meeting was held in the preceding year (other than for purposes of the Corporation's first annual meeting of stockholders after its shares of Class A Common Stock are first publicly traded), such stockholder's notice must be delivered not earlier than the 120th day prior to the date of such annual meeting and by the later of: (A) the 10th day following the day the Public Announcement (as defined in Section 11(i) of this ARTICLE II) of the date of the annual meeting is first made; or (B) the date which is 90 days prior to the date of the annual meeting. In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. Notices delivered pursuant to Section 11(a) of this ARTICLE II will be deemed received on any given day only if received prior to the Close of Business (as defined in Section 11(i) of this ARTICLE II) on such day (and otherwise shall be deemed received on the next succeeding Business Day (as defined in Section 11(i) of this ARTICLE II)). The number of nominees a stockholder may nominate for election at the annual meeting on its own behalf (or in the case of one or more stockholders giving the notice on behalf of a beneficial owner, the number of nominees such stockholders may collectively nominate for election at the annual meeting on behalf of such beneficial owner) shall not exceed the number of directors to be elected at such annual meeting.

(iii) To be in proper written form, a Noticing Stockholder's notice to the Secretary must set forth:

(A) as to any business that the Noticing Stockholder (as defined below) proposes to bring before the meeting:

(1) a brief description of the business desired to be brought before the meeting;

(2) the reasons for conducting such business at the meeting;

(3) a description of any direct or indirect material interest of any Holder or Stockholder Associated Person of such Holder in such business (whether by holdings of securities, or by virtue of being a creditor or contractual counterparty of the Corporation or of a third party, or otherwise);

(4) the text of the proposal or business (including the specific text of any resolutions or actions proposed for consideration and if such business includes a proposal to amend these Bylaws, the specific language of the proposed amendment), which business must be a proper subject for stockholder action; and

(5) a description of all agreements, arrangements, and understandings between each Holder and any Stockholder Associated Person of such Holder and any other person or persons (including their names) in connection with the proposal of such business by the Noticing Stockholder;

(B) as to each Holder:

(1) the name, age, citizenship, and address of the Noticing Stockholder, as they appear on the Corporation's books, and, if different from the Corporation's books, the name and address of the Noticing Stockholder;

(2) the name, age, citizenship, and address of such Holder and each Stockholder Associated Person of such Holder;

(3) as of the date of the notice (which information, for the avoidance of doubt, shall be updated and supplemented pursuant to Section 11(d)):

a. the class or series and number of shares of stock of the Corporation which are directly or indirectly held of record or beneficially owned by such Holder and each Stockholder Associated Person of such Holder (provided that, for the purposes of this Section 11(a)(iii)(B)(3), any such person shall in all events be deemed to beneficially own any shares of stock of the Corporation as to which such person has a right to acquire beneficial ownership at any time in the future (whether such right is exercisable immediately or only after the passage of time or the fulfillment of a condition or both));

b. a description of all agreements, arrangements, or understandings between such Holder and each Stockholder Associated Person of such Holder, on the one hand, and any other person or persons (naming such person or persons), on the other hand, in connection with such proposal of business and/or nomination, excluding engagements with financial, legal, strategic or other advisors in the ordinary course of business;

c. a description of any Derivative Instrument (as defined in Section 11(i) of this ARTICLE II) directly or indirectly held or beneficially held by such Holder and any Stockholder Associated Person of such Holder;

d. whether and to the extent to which a Hedging Transaction (as defined in Section 11(i) of this ARTICLE II) has been entered into by or on behalf of such Holder or any Stockholder Associated Person of such Holder;

e. a description of any proxy, contract, arrangement, understanding, or relationship (other than a revocable proxy given in response to a public proxy solicitation made pursuant to, and in accordance with, the Securities Exchange Act of 1934, as amended (the "Exchange Act")), pursuant to which each Holder and any Stockholder Associated Person of such Holder has any right to vote or has granted a right to vote any shares of stock or any other security of the Corporation;

f. a description of any agreement, arrangement, or understanding with respect to any rights to dividends or payments in lieu of dividends on the shares of the Corporation owned beneficially by each Holder or any Stockholder Associated Person of such Holder that are separated or separable pursuant to such agreement, arraignment, or understanding from the underlying shares of stock or other security of the Corporation;

g. any direct or indirect legal, economic, or financial interest (including Short Interest) of each Holder and each Stockholder Associated Person, if any, of such Holder in the outcome of any (x) vote to be taken at any annual or special meeting of stockholders of the Corporation or (y) any meeting of stockholders of any other entity with respect to any matter that is related, directly or indirectly, to any nomination or business proposed by any Holder under these Bylaws; and

h. any material pending or threatened action, suit, or proceeding (whether civil, criminal, investigative, administrative, or otherwise) in which any Holder or any Stockholder Associated Person of such Holder is, or is reasonably expected to be made, a party or material participant involving the Corporation or any of its officers, directors, or employees, or any Affiliate of the Corporation, or any officer, director, or employee of such Affiliate (the information required by this subclause (3) shall be referred to as the "Specified Information"); provided, however, that the Specified Information shall not include any such disclosures with respect to the ordinary course business activities of any broker, dealer, commercial bank, trust company, or other nominee who otherwise would be required to disclose Specified Information hereunder solely as a result of being the stockholder directed to prepare and submit the notice required by this Section 11(a) on behalf of a beneficial owner;

(4) a representation by the Noticing Stockholder that such stockholder is a stockholder of record of the Corporation entitled to vote at such meeting on the nominations or other business proposed, that the Noticing Stockholder will continue to be a stockholder of record of the Corporation entitled to vote at such meeting on the matter proposed through the date of such meeting and that such Noticing Stockholder intends to appear in person or by proxy at such meeting to make such nominations or propose such business;

(5) all information that would be required to be set forth in a Schedule 13D filed pursuant to Rule 13d-1(a) or an amendment pursuant to Rule 13d-2(a) if such a statement were required to be filed under the Exchange Act and the rules and regulations promulgated thereunder by each Holder and each Stockholder Associated Person, if any, of such Holder;

(6) any other information relating to each Holder and each Stockholder Associated Person, if any, of such Holder that would be required to be disclosed in a proxy statement and form of proxy or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder;

(7) a representation by the Noticing Stockholder as to whether any Holder and/or any Stockholder Associated Person of such Holder intends or is part of a group which intends (x) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to elect the proposed nominee or approve or adopt the other business being proposed and/or (y) otherwise to solicit proxies or votes from stockholders in support of such nomination or other business (such representation, a "Solicitation Statement");

(8) in connection with a nomination for any persons for election as director, a representation by the Noticing Stockholder whether any Holder intends, or is part of a group which intends, (x) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding shares of capital stock required to approve or adopt the proposal or elect the nominee and/or (y) otherwise to solicit proxies or votes from stockholders in support of such proposal or nomination; and, if applicable, (z) to solicit proxies in support of any proposed nominee in accordance with Rule 14a-19 promulgated under the Exchange Act;

(9) a certification by the Noticing Stockholder that each Holder and any Stockholder Associated Person of such Holder has complied with all applicable federal, state and other legal requirements in connection with its acquisition of shares of capital stock or other securities of the Corporation and/or such person's acts or omissions as a stockholder of the Corporation;

(10) with respect to a nomination, the information and statement required by Rule 14a-19(b) of the Exchange Act (or any successor provision);

(11) to the extent known after reasonable investigation, the names and addresses of other stockholders (including beneficial owners) known by any Holder or Related Person of such Holder to provide financial support with respect to such proposal(s) or nomination(s) (it being understood that delivery of a revocable proxy with respect to such proposal or nomination shall not in itself require disclosure under this subclause (11)) and, to the extent known, the class and number of all shares of the Corporation's capital stock owned beneficially or of record by such other stockholder(s) or other beneficial owner(s); and

(12) a representation by the Noticing Stockholder as to the accuracy of the information set forth in the notice.

(C) as to each person whom the Noticing Stockholder proposes to nominate for election or re-election as a director:

(1) the name, age, citizenship and address (business and residential) of such person;

(2) a complete biography and statement of such person's qualifications, including the principal occupation or employment of such person (at present and for the past five years);

(3) the Specified Information for such person as if such person were a Holder (except that no disclosure will be required hereunder with respect to any Stockholder Associated Person of any proposed nominee unless such Stockholder Associated Person is also a Stockholder Associated Person of any Holder);

(4) a complete and accurate description of all agreements, arrangements, and understandings between each Holder and any Stockholder Associated Person of such Holder, on the one hand, and such person, on the other hand, (at present and for the past three years) including, without limitation, a complete and accurate description of all direct and indirect compensation and other monetary agreements, arrangements, and understandings at present and for the past three years between such person and such Holder(s) and any Stockholder Associated Person(s) of such Holder(s) (including all biographical, related party transaction and other information that would be required to be disclosed pursuant to the federal and state securities laws, including Rule 404 promulgated under Regulation S-K ("Regulation S-K") under the Securities Act of 1933, as amended (the "Securities Act") (or any successor provision), if any Holder or such Stockholder Associated Person were the "registrant" for purposes of such rule and such person were a director or executive officer of such registrant);

(5) any other information relating to such person that would be required to be disclosed in a proxy statement or any other filings required to be made in connection with solicitation of proxies for the election of directors in a contested election or that is otherwise required pursuant to and in accordance with Section 14 of the Exchange Act, and the rules and regulations promulgated thereunder (including such person's written consent to being named in the Corporation's proxy statements and any accompanying proxy cards as a proposed nominee of the Noticing Stockholder and to serving as a director if elected); and

(6) a completed and signed questionnaire, representation, and agreement and any and all other information required by Section 11(d) of this ARTICLE II.

In addition, any Noticing Stockholder who submits a notice pursuant to Section 11(a) of this ARTICLE II is required to update and supplement the information disclosed in such notice, if necessary, in accordance with Section 11(c) of this ARTICLE II.

(iv) Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted or nominations made at an annual meeting except in accordance with the procedures set forth in Section 11(a) of this ARTICLE II; provided that the foregoing shall not apply to any nominations or business brought by the Principal Stockholder or any Principal Stockholder Affiliate at any time prior to the Advance Notice Trigger Date.

(v) Notwithstanding anything in Section 11(a)(ii) of this ARTICLE II to the contrary, if the number of directors to be elected to the Board is increased effective after the time period for which nominations would otherwise be due under Section 11(a)(ii) of this ARTICLE II and there is no Public Announcement naming the nominees for additional directorships at least 10 days prior to the last day a stockholder may deliver a notice of nomination in accordance with Section 11(a)(ii) of this ARTICLE II, a stockholder's notice required by Section 11(a)(ii) of this ARTICLE II shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be received by the Secretary at the principal executive offices of the Corporation not later than the Close of Business on the 10th day following the day on which such Public Announcement is first made by the Corporation.

(b) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the notice of meeting. Only persons who are nominated in accordance and compliance with the procedures set forth in this Section 11(b) of ARTICLE II shall be eligible for election to the Board at a special meeting of stockholders at which directors are to be elected. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the notice of meeting only: (i) by or at the direction of the Board, any duly authorized committee thereof, or stockholders (if stockholders are permitted to call a special meeting of stockholders pursuant to Section 2 of ARTICLE SEVEN of the Certificate of Incorporation); or (ii) provided that the Board or stockholders (if stockholders are permitted to call a special meeting of stockholders pursuant to Section 2 of ARTICLE SEVEN of the Certificate of Incorporation) has determined that directors are to be elected at such special meeting, by any stockholder of the Corporation who: (A) was a stockholder of record at the time of giving of notice provided for in this Section 11(b) of ARTICLE II, and at the time of the special meeting; (B) is entitled to vote at the meeting; and (C) complies with the notice procedures provided for in this Section 11(b) of ARTICLE II. For nominations to be properly brought by a stockholder at a special meeting of stockholders, the stockholder must have given timely notice thereof in proper written form as described in this Section 11(b) of ARTICLE II to the Secretary. To be timely, a stockholder's notice for the nomination of persons for election to the Board must be delivered to and received by the Secretary at the principal executive offices of the Corporation not earlier than the 120th day prior to such special meeting and not later than the Close of Business on the later of the 90th day prior to such special meeting or the 10th day following the day on which a Public Announcement is first made of the date of the special meeting and of the nominees proposed by the Board to be elected at such meeting. In no event shall any adjournment or postponement of a special meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. Notices delivered pursuant to this Section 11(b) of ARTICLE II will be deemed received on any given day if received prior to the Close of Business on such day (and otherwise, on the next succeeding day). To be in proper written form, such stockholder's notice shall set forth all of the information required by, and otherwise be in compliance with, Section 11(a)(iii) of this ARTICLE II. In addition, any stockholder who submits a notice pursuant to this Section 11(b) of ARTICLE II is required to update and supplement the information disclosed in such notice, if necessary, in accordance with Section 11(c) of this ARTICLE II and shall comply with Section 11(e) of this ARTICLE II. The number of nominees a stockholder may nominate for election at the special meeting on its own behalf (or in the case of one or more stockholders giving the notice on behalf of a beneficial owner, the number of nominees such stockholders may collectively nominate for election at the special meeting on behalf of such beneficial owner) shall not exceed the number of directors to be elected at such special meeting. Notwithstanding the foregoing or anything else in this Section 11(b), at any time prior to the Advance Notice Trigger Date, the Principal Stockholder and any Principal Stockholder Affiliate may make nominations at any special meeting of stockholders at which directors are to be elected without compliance with the notice, information, or other requirements of this Section 11(b), and any such nominations shall be deemed properly brought before such meeting

(c) Update and Supplement of Stockholder's Notice. Any stockholder who submits a notice of proposal for business or nomination for election pursuant to this Section 11 of ARTICLE II is required to update and supplement the information disclosed in such notice, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting of stockholders and as of the date that is 10 Business Days prior to the meeting of stockholders or any adjournment, recess, rescheduling, or postponement thereof, and such update and supplement shall be delivered to and received by the Secretary at the principal executive offices of the Corporation not later than five Business Days after the record date for the meeting of stockholders in the case of the update and supplement required to be made as of the record date, and not later than eight Business Days prior to the date for the meeting of stockholders or any adjournment, recess, rescheduling or postponement thereof in the case of the update and supplement required to be made as of 10 Business Days prior to the meeting of stockholders or any adjournment, recess, rescheduling, or postponement thereof. In addition, if the Noticing Stockholder has delivered to the Corporation a notice relating to the nomination of directors, the Noticing Stockholder shall deliver to the Corporation not later than eight Business Days prior to the date of the meeting or any adjournment, recess, rescheduling, or postponement thereof (or, if not practicable, on the first practicable date prior to the date to which the annual meeting has been adjourned or postponed) reasonable evidence that it has complied with the requirements of Rule 14a-19 of the Exchange Act (or any successor provision). For the avoidance of doubt, the obligation to update and supplement set forth in this paragraph or any other Section of these Bylaws shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any proposal or to submit any new proposal, including by changing or adding nominees, matters, business and/or resolutions proposed to be brought before a meeting of the stockholders.

(d) Submission of Questionnaire, Representation, and Agreement. To be qualified to be a nominee for election or re-election as a director of the Corporation, a person must deliver (in the case of a person nominated by a stockholder in accordance with Sections 11(a) or 11(b) of this ARTICLE II, in accordance with the time periods prescribed for delivery of notice under such sections) to the Secretary at the principal executive offices of the Corporation a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request of any stockholder of record identified by name within five Business Days of such written request) and a written representation and agreement (in the form provided by the Secretary upon written request of any stockholder of record identified by name within five Business Days of such written request) that such person: (i) is not and will not become a party to: (A) any agreement, arrangement, or understanding (whether written or oral) with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation; or (B) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law; (ii) is not and will not become a party to any agreement, arrangement, or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement, or indemnification in connection with service or action as a director that has not been disclosed to the Corporation; and (iii) would be in compliance, and if elected as a director of the Corporation will comply, with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality, and stock ownership and trading policies and guidelines of the Corporation that are publicly available.

(e) Update and Supplement of Nominee Information. The Corporation may also, as a condition to any such nomination or business being deemed properly brought before an annual meeting of stockholders, require any Holder or any proposed nominee to deliver to the Secretary, within five Business Days of any such request, such other information as may reasonably be required by the Board to determine whether such proposed nominee is eligible under the Certificate of Incorporation, these Bylaws, the rules or regulations of any stock exchange applicable to the Corporation, or any law or regulation applicable to the Corporation to serve as a director or independent director of the Corporation.

(f) Authority of Chair; General Provisions. Except as otherwise provided by applicable law, the Certificate of Incorporation, or these Bylaws and subject to the supervision of the Board, the chair of the meeting shall have the power and duty to determine whether any nomination or other business proposed to be brought before the meeting was made or brought in accordance with the procedures set forth in these Bylaws (including whether the Noticing Stockholder or Stockholder Associated Person or other person, if any, on whose behalf the nomination or proposal is made or solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies or votes in support of such Noticing Stockholder's nominee or proposal in compliance with such Noticing Stockholder's representation as required by Section 11(a)(iii)(B)(8) of this ARTICLE II) and, if any nomination or other business is not made or brought in compliance with these Bylaws, to declare that such nomination or proposal of other business be disregarded and not acted upon; provided, however, that the foregoing shall not apply to, and the chair of the meeting shall have no authority to disregard, any nomination or business brought by the Principal Stockholder or any Principal Stockholder Affiliate at any time prior to the Advance Notice Trigger Date.

(g) Effect on Other Rights. Nothing in these Bylaws shall be deemed to: (A) confer upon any stockholder a right to have a nominee or any proposed business included in the Corporation's proxy statement, except as set forth in the Certificate of Incorporation or these Bylaws; (B) affect any rights of the holders of any series of preferred stock to elect directors pursuant to any applicable provisions of the Certificate of Incorporation; or (C) limit the exercise, the method, or timing of the exercise of the rights of the Principal Stockholder and the Principal Stockholder Affiliates granted by the Corporation to nominate directors (pursuant to that Director Designation Agreement, dated as of on or about May 8, 2026 (as amended, restated, modified, and/or supplemented from time to time, the "Director Designation Agreement"), by and among the Corporation and the investors named therein), which rights may be exercised without compliance with the provisions of Section 11 of this ARTICLE II.

(h) Definitions. For purposes of this Section 11 of ARTICLE II, the term:

(i) "Affiliate" has the meaning attributed to such term in Rule 12b-2 under the Exchange Act;

(ii) "Associate" has the meaning attributed to such term in Rule 12b-2 under the Exchange Act;

(iii) "Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday, and Friday that is not a day on which banking institutions in Oceanside, CA or New York, NY are authorized or obligated by law or executive order to close;

(iv) "Close of Business" shall mean 5:00 p.m. local time at the principal executive offices of the Corporation, and if an applicable deadline falls on the Close of Business on a day that is not a Business Day, then the applicable deadline shall be deemed to be the Close of Business on the immediately preceding Business Day;

(v) "Derivative Instrument" means any short position, profits interest, option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, or any derivative or synthetic arrangement having the characteristics of a long position in any class or series of shares of the Corporation, or any contract, derivative, swap, or other transaction or series of transactions designed to produce economic benefits and risks that correspond substantially to the ownership of any class or series of shares of the Corporation, including due to the fact that the value of such contract, derivative, swap, or other transaction or series of transactions is determined by reference to the price, value, or volatility of any class or series of shares of the Corporation, whether or not such instrument, contract, or right shall be subject to settlement in the underlying class or series of shares of the Corporation, through the delivery of cash or other property, or otherwise, and without regard to whether the stockholder and any Stockholder Related Person may have entered into transactions that hedge or mitigate the economic effect of such instrument, contract, or right, or any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation;

(vi) "Hedging Transaction" means, with respect to a stockholder or any Stockholder Associated Person, any hedging or other transaction (such as borrowed or loaned shares) or series of transactions, or any other agreement, arrangement, or understanding, the effect or intent of which is to increase or decrease the voting power or economic or pecuniary interest of such stockholder or any Stockholder Associated Person with respect to the Corporation's securities;

(vii) "Public Announcement" means disclosure (a) in a press release released by the Corporation, provided such press release is released by the Corporation following its customary procedures, as reported by the Dow Jones News Service, Associated Press, Business Wire, PR Newswire or a comparable news service, or is generally available on internet news sites, or (b) in a document publicly filed by the Corporation with the SEC pursuant to Sections 13, 14 or 15(d) of the Exchange Act;

(viii) "Stockholder Associated Person" means, with respect to any Holder:

(A) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A of the Exchange Act, or any successor instructions) with such Holder in a solicitation of proxies in respect of any business or director nomination proposed by such stockholder;

(B) any Affiliate or Associate of such Holder; and

(C) any person who is a member of a "group" (as such term is used in Rule 13d-5 under the Exchange Act (or any successor provision)) with such Holder; and

(ix) "Short Interest" means any agreement, arrangement, understanding, relationship, or otherwise, including any repurchase or similar so-called "stock borrowing" agreement or arrangement, involving any stockholder or any Stockholder Associated Person, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) or any class or series of the shares of the Corporation by, manage the risk of share price changes for, or increase or decrease the voting power of, such stockholder or any Stockholder Associated Person with respect to any class or series of the shares or other securities of the Corporation, or which provides, directly or indirectly, the opportunity to profit or share in any profit derived from any decrease in the price or value of any class or series of the shares or other securities of the Corporation; and

(x) For purposes of these Bylaws, the words "include," "includes" or "including" is deemed to be followed by the words "without limitation." Where a reference in these Bylaws is made to any statue or regulation, such reference shall be to (1) the statute or regulation as amended from time to time (except as context may otherwise require) and (2) any rules or regulations promulgated thereunder.

(i) Proxy Card. Any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which shall be reserved for the exclusive use by the Board.

Section 12. Requirement to Appear. Notwithstanding anything to the contrary contained in Section 11, if the Noticing Stockholder that has provided timely notice of a nomination or item of business in accordance with Section 11 (or a qualified representative of the Noticing Stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present such nomination or item of business, such proposed business shall not be transacted and such nomination shall be disregarded, notwithstanding that such proposed business or such nomination is set forth in the notice of meeting or other proxy materials and notwithstanding that proxies or votes in respect of such vote may have been received by the Corporation. For purposes of these Bylaws, to be considered a qualified representative of the Noticing Stockholder, a person must be a duly authorized officer, manager or partner of such Noticing Stockholder or must be authorized by a writing executed by such Noticing Stockholder or an electronic transmission delivered by such Noticing Stockholder to act for such Noticing Stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

Section 13. Fixing a Record Date for Stockholder Meetings. In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than 60 days nor less than 10 days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the day next preceding the day on which notice is first given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting in conformity herewith; and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of this Section 13 of ARTICLE II at the adjourned meeting.

Section 14. Action by Stockholders Without a Meeting. So long as stockholders of the Corporation have the right to act by written consent in accordance with Section 1 of ARTICLE SEVEN of the Certificate of Incorporation, the following provisions shall apply:

(a) Record Date. For the purpose of determining the stockholders entitled to consent to corporate action without a meeting as may be permitted by the Certificate of Incorporation or the certificate of designation relating to any outstanding class or series of preferred stock, the Board may fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than 10 (or the maximum number permitted by applicable law) days after the date on which the resolution fixing the record date is adopted by the Board. Any stockholder of record seeking to have the stockholders authorize or take action by consent in lieu of a meeting shall, by written notice delivered to the Secretary at the Corporation's principal place of business during regular business hours, request that the Board fix a record date, which notice shall include the text of any proposed resolutions. Notices delivered pursuant to this Section 14(a) of ARTICLE II will be deemed received on any given day only if received prior to the close of business on such day (and otherwise, shall be deemed received on the next succeeding Business Day). The Board shall promptly, but in all events within 10 days after the date on which such written notice is properly delivered to and deemed received by the Secretary, adopt a resolution fixing the record date (unless a record date has previously been fixed by the Board pursuant to the first sentence of this Section 14(a) of ARTICLE II). If no record date has been fixed by the Board pursuant to this Section 14(a) or otherwise within 10 days of receipt of a valid request by a stockholder, the record date for determining stockholders entitled to consent to corporate action without a meeting, when no prior action by the Board is required pursuant to applicable law, shall be the first date after the expiration of such 10 day time period on which a signed consent setting forth the action taken or proposed to be taken is delivered to the Corporation pursuant to Section 14(b) of this ARTICLE II; provided, however, that if prior action by the Board is required by applicable law, the record date for determining stockholders entitled to consent to corporate action without a meeting shall in such an event be at the close of business on the day on which the Board adopts the resolution taking such prior action.

(b) Generally. No consent shall be effective to take the corporate action referred to therein unless consents signed by a sufficient number of stockholders to take such action are delivered to the Corporation, in the manner required by this Section 14 of ARTICLE II, within 60 (or the maximum number permitted by applicable law) days of the first date on which a consent is delivered to the Corporation in the manner required by applicable law. The validity of any consent executed by a proxy for a stockholder pursuant to an electronic transmission transmitted to such proxy holder by or upon the authorization of the stockholder shall be determined by or at the direction of the Secretary. A written record of the information upon which the person making such determination relied shall be made and kept in the records of the proceedings of the stockholders. Any such consent shall be inserted in the minute book as if it were the minutes of a meeting of stockholders. Prompt notice of the taking of the corporate action without a meeting by less than unanimous consent shall be given by the Corporation (at its expense) to those stockholders as of the record date for the action by consent who have not consented and who would have been entitled to notice of the meeting if the action had been taken at such meeting and the record date for the notice of such meeting were the record date for the action by consent. A consent permitted by this Section 14 shall be delivered: (i) to the principal place of business of the Corporation; (ii) to an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded; (iii) to the registered office of the Corporation in the State of Delaware by hand or by certified or registered mail, return receipt requested; or (iv) subject to the next sentence, in accordance with Section 116 of the DGCL to an information processing system, if any, designated by the Corporation for receiving such consents. In the case of delivery pursuant to the foregoing clause (iv), such consent must set forth or be delivered with information that enables the Corporation to determine the date of delivery of such consent and the identity of the person giving such consent, and, if such consent is given by a person authorized to act for a stockholder or member as proxy, such consent must comply with the applicable provisions of Sections 212(c)(2) and (3) of the DGCL.

Section 15. Conduct of Meetings.

(a) Generally. Meetings of stockholders shall be presided over by the Chair, if any, or in the Chair's absence or disability, by the CEO (if the CEO is not also the Chair), or in the CEO's absence or disability, by the President of the Corporation (the "President"), or in the President's absence or disability, by a Vice President of the Corporation (the "Vice President") (in the order as determined by the Board), or in the absence or disability of the foregoing persons, by a director or officer designated by the Board, or in the absence or disability of such person, by a chair chosen at the meeting. The Secretary shall act as secretary of the meeting, but in the Secretary's absence or disability, the chair of the meeting may appoint any person to act as secretary of the meeting.

(b) Rules, Regulations, and Procedures. The Board may adopt by resolution such rules, regulations, and procedures for the conduct of any meeting of stockholders of the Corporation as it shall deem appropriate including, without limitation, such guidelines and procedures as it may deem appropriate regarding the participation by means of remote communication of stockholders and proxyholders not physically present at a meeting. Except to the extent inconsistent with such rules, regulations, and procedures as adopted by the Board, the chair of any meeting of stockholders shall have the right and authority to prescribe such rules, regulations, and procedures and to do all such acts as, in the judgment of such chair, are appropriate for the proper conduct of the meeting. Such rules, regulations, or procedures, whether adopted by the Board or prescribed by the chair of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies, or such other persons as the chair of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; (v) limitations on the time allotted to questions or comments by participants; and (vi) restrictions on the use of mobile phones, audio or video recording devices, and similar devices at the meeting. The chair of the meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a nomination or matter or business was not properly brought before the meeting and if such chair should so determine, such chair shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the chair of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The chair of the meeting shall announce at the meeting when the polls for each matter to be voted upon at the meeting will be opened and closed. After the polls close, no ballots, proxies, or votes or any revocations or changes thereto may be accepted. The chair of the meeting shall have the power, right, and authority, for any or no reason, to convene, recess, and/or adjourn any meeting of stockholders.

(c) Inspectors of Elections. The Corporation may, and to the extent required by law shall, in advance of any meeting of stockholders, appoint one or more inspectors of election to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the chair of the meeting shall appoint one or more inspectors to act at the meeting. Unless otherwise required by law, inspectors may be officers, employees, or agents of the Corporation. No person who is a candidate for an office at an election may serve as an inspector at such election. Each inspector, before entering upon the discharge of such inspector's duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector shall have the duties prescribed by law and, when the vote is completed, shall make a certificate of the result of the vote taken and of such other facts as may be required by law.

Section 16. Remote Communication. If authorized by the Board in its sole discretion, and subject to such guidelines and procedures as the Board may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication:

(a) participate in a meeting of stockholders; and

(b) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication;

provided that

(c) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder;

(d) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and

(e) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

ARTICLE III
DIRECTORS

Section 1. General Powers. Except as otherwise provided in this Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board.

Section 2. Regular Meetings and Special Meetings. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by resolution of the Board and publicized among all directors. Special meetings of the Board may be called by: (i) the Chair, if any; (ii) by the Secretary upon the written request of a majority of the directors then in office; or (iii) if the Board then includes a director nominated or designated for nomination by the Principal Stockholder or any Principal Stockholder Affiliate, by any director so nominated or designated, and in each case shall be held at the place, if any, on the date and at the time as he, she, or they shall fix. Any and all business may be transacted at a special meeting of the Board.

Section 3. Notice of Meetings. Notice of regular meetings of the Board need not be given except as otherwise required by law or these Bylaws. Notice of each special meeting of the Board, and of each regular and annual meeting of the Board for which notice is required, shall be given by the Secretary as hereinafter provided in this Section 3 of this ARTICLE III. Such notice shall state the date, time, and place, if any, of the meeting. Notice of any special meeting, and of any regular or annual meeting for which notice is required, shall be given to each director at least: (A) 24 hours before the meeting if by telephone or by being personally delivered or sent by overnight courier, telecopy, electronic transmission, email, or similar means; or (B) five days before the meeting if delivered by mail to the director's residence or usual place of business. Such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage prepaid, or when transmitted if sent by telex, telecopy, electronic transmission, email, or similar means. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 4. Waiver of Notice. Any director may waive notice of any meeting of directors by a writing signed by the director or by electronic transmission. Any member of the Board or any committee thereof who is present at a meeting shall have waived notice of such meeting except when such member attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened and does not further participate in the meeting. Such member shall be conclusively presumed to have assented to any action taken unless his or her dissent shall be entered in the minutes of the meeting or unless his or her written dissent to such action shall be filed with the person acting as the secretary of the meeting before the adjournment thereof or shall be forwarded by registered mail to the Secretary immediately after the adjournment of the meeting. Such right to dissent shall not apply to any member who voted in favor of such action.

Section 5. Chair of the Board, Quorum, Required Vote, and Adjournment. Subject to the provisions regarding the appointment of the Chair in the Certificate of Incorporation, the Board may elect the Chair. The Chair must be a director and may be a director who is also currently an officer of the Corporation. Subject to the provisions of these Bylaws and the direction of the Board, he, she, or they shall perform all duties and have all powers which are commonly incident to the position of Chair or which are delegated to him or her by the Board, preside at all meetings of the stockholders and Board at which he or she is present and have such powers and perform such duties as the Board may from time to time prescribe. If the Chair is not present at a meeting of the Board, the CEO (if the CEO is a director and is not also the Chair) shall preside at such meeting, and, if the CEO is not present at such meeting, a majority of the directors present at such meeting shall elect one of the directors present at the meeting to so preside. At all meetings of the Board, a majority of the directors then in office shall constitute a quorum for the transaction of business, provided, however, that a quorum shall never be less than one-third the total number of directors. Unless by express provision of an applicable law, the Certificate of Incorporation, or these Bylaws a different vote is required, the vote of a majority of directors present at a meeting at which a quorum is present shall be the act of the Board. At any meeting of the Board, business shall be transacted in such order and manner as the Board may from time to time determine. If a quorum shall not be present at any meeting of the Board, the directors present thereat may, to the fullest extent permitted by law, adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Committees.

(a) The Board may designate one or more committees, including an executive committee, consisting of one or more of the directors of the Corporation, and any committees required by the rules and regulations of such exchange as any securities of the Corporation are listed. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Except to the extent restricted by applicable law or the Certificate of Incorporation, each such committee, to the extent provided by the DGCL and in the resolution creating it, shall have and may exercise all the powers and authority of the Board. Each such committee shall serve at the pleasure of the Board. Each committee shall keep regular minutes of its meetings and report the same to the Board upon request.

(b) Each committee of the Board may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the Board designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum. All matters shall be determined by a majority vote of the members present at a meeting at which a quorum is present. Unless otherwise provided in such a resolution, in the event that a member and that member's alternate, if alternates are designated by the Board, of such committee is or are absent or disqualified, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member.

Section 7. Action by Written Consent. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing or by electronic transmission. After the action is taken, the consent or consents relating thereto shall be filed with the minutes of proceedings of the Board or committee in the same paper form or electronic form as the minutes are maintained.

Section 8. Compensation. The Board shall have the authority to fix the compensation, including fees, reimbursement of expenses, and equity compensation, of directors for services to the Corporation in any capacity, including for attendance of meetings of the Board or participation on any committees. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 9. Reliance on Books and Records. A member of the Board, or a member of any committee designated by the Board, shall, in the performance of such member's duties, be fully protected in relying in good faith upon records of the Corporation and upon such information, opinions, reports, or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 10. Telephonic and Other Meetings. Unless restricted by the Certificate of Incorporation, any one or more members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at a meeting.

ARTICLE IV
OFFICERS

Section 1. Number and Election. Subject to the authority of the CEO to appoint officers as set forth in Section 11 of this ARTICLE IV, the officers of the Corporation shall be elected by the Board and may consist of a CEO, a President, one or more Vice Presidents, a Secretary, a Chief Financial Officer (the "CFO"), a Treasurer (the "Treasurer"), and such other officers and assistant officers as may be deemed necessary or desirable by the Board. Any number of offices may be held by the same person. In its discretion, the Board may choose not to fill any office for any period as it may deem advisable.

Section 2. Term of Office. Each officer shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation, or removal as hereinafter provided.

Section 3. Removal. Any officer or agent of the Corporation may be removed with or without cause by the Board, a duly authorized committee thereof or by such officers as may be designated by a resolution of the Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Any officer appointed by the CEO in accordance with Section 11 of this ARTICLE IV may also be removed by the CEO in his or her sole discretion.

Section 4. Vacancies. Any vacancy occurring in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board or the CEO in accordance with Section 11 of this ARTICLE IV.

Section 5. Compensation. Compensation of all executive officers shall be approved by the Board or a duly authorized committee thereof, and no officer shall be prevented from receiving such compensation by virtue of his or her also being a director of the Corporation.

Section 6. Chief Executive Officer. The CEO shall have the powers and perform the duties incident to that position. The CEO shall, in the absence of the Chair (if the CEO is not also the Chair), or if a Chair shall not have been elected, preside at each meeting of (a) the Board if the CEO is a director and (b) the stockholders. Subject to the powers of the Board and the Chair, the CEO shall be in general and active charge of the entire business and affairs of the Corporation and shall be its chief policy-making officer. The CEO shall have such other powers and perform such other duties as may be prescribed by the Board or provided in these Bylaws. The CEO is authorized to execute bonds, mortgages, and other contracts requiring a seal under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board to some other officer or agent of the Corporation. Whenever the President is unable to serve, by reason of sickness, absence, or otherwise, the CEO shall perform all the duties and responsibilities and exercise all the powers of the President.

Section 7. President. The President of the Corporation shall, subject to the powers of the Board, the Chair, and the CEO, have general charge of the business, affairs, and property of the Corporation, and, in the absence of the CEO, control over its officers, agents, and employees. The President shall see that all orders and resolutions of the Board are carried into effect. The President is authorized, in the absence of the CEO, to execute bonds, mortgages, and other contracts requiring a seal under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board to some other officer or agent of the Corporation. The President shall, in the absence of the CEO, act with all of the powers and be subject to all of the restrictions of the CEO. The President shall have such other powers and perform such other duties as may be prescribed by the Chair, the CEO, the Board, or as may be provided in these Bylaws or otherwise are incident to the position of President.

Section 8. Vice Presidents. The Vice President, or if there shall be more than one, the Vice Presidents, in the order determined by the Board or the Chair, shall, perform such duties and have such powers as the Board, the Chair, the CEO, the President, or these Bylaws may, from time to time, prescribe or which otherwise are incident to the position of Vice President. The Vice Presidents may also be designated as Executive Vice Presidents or Senior Vice Presidents, as the Board may from time to time prescribe.

Section 9. Secretary and Assistant Secretaries. The Secretary shall attend all meetings of the Board (other than executive sessions thereof) and all meetings of the stockholders and record all the proceedings of the meetings in a book or books to be kept for that purpose or shall ensure that his or her designee attends each such meeting to act in such capacity. Under the Board's supervision, the Secretary shall give, or cause to be given, all notices required to be given by these Bylaws or by law; shall have such powers and perform such duties as the Board, the Chair, the CEO, the President, or these Bylaws may, from time to time, prescribe or which otherwise are incident to the position of Secretary; and shall have custody of the corporate seal of the Corporation. The Secretary, or an Assistant Secretary, shall have authority to affix the corporate seal to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such Assistant Secretary. The Board may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his or her signature. The Assistant Secretary, or if there be more than one, any of the Assistant Secretaries, shall in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board, the Chair, the CEO, the President, or Secretary may, from time to time, prescribe.

Section 10. Chief Financial Officer and Treasurer. The CFO shall have the custody of the corporate funds and securities; shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation as shall be necessary or desirable in accordance with applicable law or generally accepted accounting principles; shall deposit all monies and other valuable effects in the name and to the credit of the Corporation as may be ordered by the Chair or the Board; shall receive, and give receipts for, moneys due and payable to the Corporation from any source whatsoever; shall cause the funds of the Corporation to be disbursed when such disbursements have been duly authorized, taking proper vouchers for such disbursements; and shall render to the Board, at its regular meeting or when the Board so requires, an account of the financial condition and operations of the Corporation; shall have such powers and perform such duties as the Board, the Chair, the CEO, the President, or these Bylaws may, from time to time, prescribe or which otherwise are incident to the position of CFO. The Treasurer shall in the absence or disability of the CFO, perform the duties and exercise the powers of the CFO, subject to the power of the Board. The Treasurer, if any, shall perform such other duties and have such other powers as the Board may, from time to time, prescribe.

Section 11. Appointed Officers. In addition to officers designated by the Board in accordance with this ARTICLE IV, the CEO shall have the authority to appoint other officers below the level of Board-appointed Vice President as the CEO may from time to time deem expedient and may designate for such officers titles that appropriately reflect their positions and responsibilities. Such appointed officers shall have such powers and shall perform such duties as may be assigned to them by the CEO or the senior officer to whom they report, consistent with corporate policies. An appointed officer shall serve until the earlier of such officer's resignation or such officer's removal by the CEO or the Board at any time, either with or without cause.

Section 12. Other Officers, Assistant Officers, and Agents. Officers, assistant officers, and agents, if any, other than those whose duties are provided for in these Bylaws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the Board and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board.

Section 13. Officers' Bonds or Other Security. If required by the Board, any officer of the Corporation shall give a bond or other security for the faithful performance of such officer's duties, in such amount and with such surety as the Board may require.

Section 14. Delegation of Authority. The Board may by resolution delegate the powers and duties of such officer to any other officer or to any director, or to any other person whom it may select.

ARTICLE V
CERTIFICATES OF STOCK

Section 1. Form. The shares of stock of the Corporation shall be represented by certificates, provided that the Board may provide by resolution that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. If shares are represented by certificates, the certificates shall be in such form as required by applicable law and as determined by the Board. Each certificate shall certify the number of shares owned by such holder in the Corporation and shall be signed by, or in the name of the Corporation by two authorized officers of the Corporation including, but not limited to, the Chair (if an officer), the CEO (if the CEO is not also the Chair), the President, a Vice President, the CFO, the Treasurer, the Secretary, and an Assistant Secretary. Any or all signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed, or whose facsimile signature or signatures have been used on, any such certificate or certificates shall cease to be such officer, transfer agent, or registrar of the Corporation whether because of death, resignation, or otherwise before such certificate or certificates have been issued by the Corporation, such certificate or certificates may nevertheless be issued as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer, transfer agent, or registrar of the Corporation at the date of issue. All certificates for shares shall be consecutively numbered or otherwise identified. The Board may appoint a bank or trust company organized under the laws of the United States or any state thereof to act as its transfer agent, registrar, or both in connection with the transfer of any class or series of securities of the Corporation. The Corporation, or its designated transfer agent or other agent, shall keep a book or set of books to be known as the stock transfer books of the Corporation, containing the name of each holder of record, together with such holder's address and the number and class or series of shares held by such holder and the date of issue. When shares are represented by certificates, the Corporation shall issue and deliver to each holder to whom such shares have been issued or transferred, certificates representing the shares owned by such holder, and shares of stock of the Corporation shall only be transferred on the books of the Corporation by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the Corporation or its designated transfer agent or other agent of the certificate or certificates for such shares endorsed by the appropriate person or persons, with such evidence of the authenticity of such endorsement, transfer, authorization, and other matters as the Corporation may reasonably require, and accompanied by all necessary stock transfer stamps. In that event, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate or certificates, and record the transaction on its books. When shares are not represented by certificates, shares of stock of the Corporation shall only be transferred on the books of the Corporation by the holder of record thereof or by such holder's attorney duly authorized in writing, with such evidence of the authenticity of such transfer, authorization, and other matters as the Corporation may reasonably require, and accompanied by all necessary stock transfer stamps, and within a reasonable time after the issuance or transfer of such shares, the Corporation shall, if required by applicable law, send the holder to whom such shares have been issued or transferred a written statement of the information required by applicable law. Unless otherwise provided by applicable law, the Certificate of Incorporation, these Bylaws, or any other instrument, the rights and obligations of the holders of uncertificated stock, and the rights and obligations of the holders of certificates representing stock of the same class and series shall be identical.

Section 2. Lost Certificates. The Corporation may issue or direct a new certificate or certificates or uncertificated shares to be issued in place of any certificate or certificates previously issued by the Corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the owner of the lost, stolen, or destroyed certificate. When authorizing such issue of a new certificate or certificates or uncertificated shares, the Corporation may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his or her legal representative, to give the Corporation a bond in such sum as it may direct, sufficient to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft, or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

Section 3. Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its records as the owner of shares of stock to receive dividends, to vote, to receive notifications, and otherwise to exercise all the rights and powers of an owner, except as otherwise required by applicable law. The Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares of stock on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by applicable law.

Section 4. Fixing a Record Date for Purposes Other Than Stockholder Meetings or Actions by Written Consent. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend, other distribution or allotment, or any rights, or the stockholders entitled to exercise any rights in respect of any change, conversion, or exchange of stock, or for the purposes of any other lawful action (other than stockholder meetings and stockholder consents which are expressly governed by Sections 12, 13, 14, and 15 of ARTICLE II hereof), the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Dividends. Subject to and in accordance with applicable law, the Certificate of Incorporation and any certificate of designation relating to any series of preferred stock, dividends upon the shares of capital stock of the Corporation may be declared and paid by the Board in accordance with applicable law. Dividends may be paid in cash, in property, or in shares of the Corporation's capital stock, subject to the provisions of applicable law and the Certificate of Incorporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends a reserve or reserves for any proper purpose. The Board may modify or abolish any such reserves in the manner in which they were created.

Section 2. Checks, Notes, Drafts, Etc. All checks, notes, drafts, or other orders for the payment of money of the Corporation shall be signed, endorsed, or accepted in the name of the Corporation by such officer, officers, person, or persons as from time to time may be designated by the Board, or by an officer or officers authorized by the Board to make such designation.

Section 3. Contracts. In addition to the powers otherwise granted to officers pursuant to ARTICLE IV, the Board may authorize any officer or officers, or any agent or agents, in the name and on behalf of the Corporation to enter into or execute and deliver any and all deeds, bonds, mortgages, contracts, and other obligations or instruments, and such authority may be general or confined to specific instances.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board.

Section 5. Corporate Seal. The Board may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise. Notwithstanding the foregoing, no seal shall be required by virtue of Section 5 of this ARTICLE VI.

Section 6. Voting Securities Owned By Corporation. Voting securities in any other corporation or entity held by the Corporation shall be voted by the Chair, CEO, the President, or the CFO, unless the Board specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 7. Facsimile/Electronic Signatures. In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, Docusign, facsimile, and other forms of electronic signatures of any officer or director of the Corporation may be used to the fullest extent permitted by applicable law.

Section 8. Section Headings. Section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 9. Inconsistent Provisions. In the event that any provision (or part thereof) of these Bylaws is or becomes inconsistent with any provision of the Certificate of Incorporation, the DGCL, any other applicable law, or the Director Designation Agreement, the provision (or part thereof) of these Bylaws shall be construed to be consistent with such other provision or provisions, and to the extent such provision may not be so construed, such provision shall be deemed amended to incorporate such other provision so as to eliminate any such inconsistency and as so amended shall be given full force and effect.

ARTICLE VII
INDEMNIFICATION

Section 1. Right to Indemnification and Advancement. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement, without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether civil, criminal, administrative, or investigative (a "proceeding"), by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, manager, officer, employee, or agent of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to an employee benefit plan (an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended, against all expense, liability, and loss (including attorneys' fees and related disbursements, judgments, fines, excise taxes, or penalties under the Employee Retirement Income Security Act of 1974, as amended from time to time ("ERISA") and any other penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the indemnitee's heirs, executors, and administrators; provided, however, that, except as provided in Section 2 of this ARTICLE VII with respect to proceedings to enforce rights to indemnification and advance of expenses (as defined herein), the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized in the specific case by the Board of the Corporation. In addition to the right to indemnification conferred herein, an indemnitee shall also have the right, to the fullest extent not prohibited by law, to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (an "advance of expenses"); provided, however, that if and to the extent that the DGCL requires, an advance of expenses shall be made only upon delivery to the Corporation of an undertaking (an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under Section 1 of this ARTICLE VII or otherwise. The Corporation may also, by action of its Board, provide indemnification and advancement to employees and agents of the Corporation. Any reference to an officer of the Corporation in this ARTICLE VII shall be deemed to refer exclusively to the Chair, CEO, President, CFO, Secretary, and Treasurer appointed pursuant to ARTICLE IV, and to any Vice President, Assistant Secretary, assistant treasurer, or other officer of the Corporation appointed by the Board or the CEO pursuant to ARTICLE IV of these Bylaws, and any reference to an officer of any other enterprise shall be deemed to refer exclusively to an officer appointed by the Board or equivalent governing body of such other entity pursuant to the certificate of incorporation and bylaws or equivalent organizational documents of such other enterprise. The fact that any person who is or was an employee of the Corporation or an employee of any other enterprise has been given or has used the title of "Vice President" or any other title, including any title granted to such person by the CEO pursuant to Section 11 of ARTICLE IV, that could be construed to suggest or imply that such person is or may be an officer of the Corporation or of such other enterprise shall not result in such person being constituted as, or being deemed to be, an officer of the Corporation or of such other enterprise for purposes of this ARTICLE VII unless such person's appointment to such office was approved by the Board pursuant to ARTICLE IV.

Section 2. Procedure for Indemnification. Any claim for indemnification or advance of expenses by an indemnitee under Section 2 of this ARTICLE VII shall be made promptly, and in any event within 45 days (or, in the case of an advance of expenses, 20 days, provided that the director or officer has delivered the undertaking contemplated by Section 1 of this ARTICLE VII if required), upon the written request of the indemnitee. If the Corporation denies a written request for indemnification or advance of expenses, in whole or in part, or if payment in full pursuant to such request is not made within 45 days (or, in the case of an advance of expenses, 20 days, provided that the indemnitee has delivered the undertaking contemplated by Section 1 of this ARTICLE VII if required), the right to indemnification or advances as granted by this ARTICLE VII shall be enforceable by the indemnitee in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation to the fullest extent permitted by applicable law. It shall be a defense to any such action (other than an action brought to enforce a claim for the advance of expenses where the undertaking required pursuant to Section 1 of this ARTICLE VII, if any, has been tendered to the Corporation) that the claimant has not met the applicable standard of conduct which makes it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed, but the burden of proof shall be on the Corporation to the fullest extent permitted by law. Neither the failure of the Corporation (including the Board, a committee thereof, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including the Board, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 3. Insurance. The Corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was or has agreed to become a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, partner, member, trustee, administrator, employee, or agent of another corporation, partnership, joint venture, limited liability company, trust, or other enterprise against any expense, liability, or loss asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against such expenses, liability, or loss under the DGCL.

Section 4. Service for Subsidiaries. Any person serving as a director, officer, partner, member, trustee, administrator, employee, or agent of another corporation, partnership, limited liability company, joint venture, trust, or other enterprise, at least 50% of whose equity interests are owned by the Corporation (a "subsidiary" for purposes of this ARTICLE VII) shall be conclusively presumed to be serving in such capacity at the request of the Corporation.

Section 5. Reliance. Persons who after the date of the adoption of this provision become or remain directors or officers of the Corporation or who, while a director or officer of the Corporation, become or remain a director, manager, officer, employee, or agent of a subsidiary, shall be conclusively presumed to have relied on the rights to indemnity, advance of expenses, and other rights contained in this ARTICLE VII in entering into or continuing such service. To the fullest extent permitted by law, the rights to indemnification and to the advance of expenses conferred in this ARTICLE VII shall apply to claims made against an indemnitee arising out of acts or omissions which occurred or occur both prior and subsequent to the adoption hereof. Any amendment, alteration, or repeal of this ARTICLE VII that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit, eliminate, or impair any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

Section 6. Non-Exclusivity of Rights; Continuation of Rights of Indemnification. The rights to indemnification and to the advance of expenses conferred in this ARTICLE VII shall not be exclusive of any other right which any person may have or hereafter acquire under the Certificate of Incorporation or under any statute, bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. All rights to indemnification under this ARTICLE VII shall be deemed to be a contract between the Corporation and each director or officer of the Corporation who serves or served in such capacity at any time while this ARTICLE VII is in effect. Any repeal or modification of this ARTICLE VII or repeal or modification of relevant provisions of the DGCL or any other applicable laws shall not in any way diminish any rights to indemnification and advancement of expenses of such director or officer or the obligations of the Corporation arising hereunder with respect to any proceeding arising out of, or relating to, any actions, transactions, or facts occurring prior to the final adoption of such repeal or modification.

Section 7. Merger or Consolidation. For purposes of this ARTICLE VII, references to the "Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees, or agents, so that any person who is or was a director, officer, employee, or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under this ARTICLE VII with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

Section 8. Savings Clause. To the fullest extent permitted by law, if this ARTICLE VII or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and advance expenses to each person entitled to indemnification under Section 1 of this ARTICLE VII as to all expense, liability, and loss (including attorneys' fees and related disbursements, judgments, fines, ERISA excise taxes and penalties, and any other penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person and for which indemnification and advancement of expenses is available to such person pursuant to this ARTICLE VII to the fullest extent permitted by any applicable portion of this ARTICLE VII that shall not have been invalidated.

ARTICLE VIII
AMENDMENTS

These Bylaws may be amended, altered, changed, or repealed or new Bylaws adopted only in accordance with Section 1 of ARTICLE TEN of the Certificate of Incorporation.

* * * * *

Exhibit 10.1

DIRECTOR DESIGNATION AGREEMENT

THIS DIRECTOR DESIGNATION AGREEMENT (this "Agreement") is made and entered into as of May 8, 2026, by and among Suja Life, Inc., a Delaware corporation (the "Company"), Paine Schwartz Food Chain Fund V B, L.P., Paine Schwartz Food Chain Fund V C, L.P., Paine Schwartz Food Chain Fund V D, L.P., and PSP Suja Life Holdings, L.P. (collectively, "Paine Schwartz"). This Agreement shall become effective (the "Effective Date") upon the closing of the Company's proposed initial public offering (the "IPO") of shares of its Common Stock (as defined below).

WHEREAS, as of the date hereof, Paine Schwartz Beneficially Owns (as defined below) a majority of the equity interests in the Company;

WHEREAS, Paine Schwartz is contemplating causing the Company to effect an IPO;

WHEREAS, in consideration of Paine Schwartz agreeing to undertake the IPO, the Company has agreed to permit Paine Schwartz to designate persons to the board of directors of the Company (the "Board") following the Effective Date on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties to this Agreement agrees as follows:

1. Board Designation Rights.

(a) From the Effective Date, Paine Schwartz shall have the right, but not the obligation, to designate to the Board a number of designees as follows: (i) a majority of Directors (as defined below), so long as Paine Schwartz continuously from the time of the IPO Beneficially Owns shares of either Class A common stock, par value $0.0001 per share or Class V common stock, par value $0.0001 per share (collectively, the "Common Stock"), representing at least 40% of the Fully Diluted Securities (as defined below); (ii) a number of Directors equal to 40% of the Total Number of Directors, so long as Paine Schwartz continuously from the time of the IPO Beneficially Owns shares of Common Stock representing at least 30% and less than 40% of the Fully Diluted Securities; (iii) a number of Directors equal to 30% of the Total Number of Directors, so long as Paine Schwartz continuously from the time of the IPO Beneficially Owns shares of Common Stock representing at least 20% and less than 30% of the Fully Diluted Securities; (iv) a number of Directors equal to 20% of the Total Number of Directors, so long as Paine Schwartz continuously from the time of the IPO Beneficially Owns shares of Common Stock representing at least 10% and less than 20% of the Fully Diluted Securities; and (v) one Director, so long as Paine Schwartz continuously from the time of the IPO Beneficially Owns shares of Common Stock representing at least 5% and less than 10% of the Fully Diluted Securities (such persons, the "Nominees"). For purposes of calculating the number of Directors that Paine Schwartz is entitled to designate pursuant to the immediately preceding sentence, any fractional amounts shall automatically be rounded up to the nearest whole number (e.g., 1 ¼ Directors shall equate to 2 Directors) and any such calculations shall be made after taking into account any increase in the Total Number of Directors.

(b) In the event that Paine Schwartz has designated less than the total number of designees Paine Schwartz shall be entitled to designate pursuant to Section 1(a), Paine Schwartz shall have the right, at any time, to designate such additional designees to which it is entitled, in which case, the Company shall take, and the Company hereby covenants that the Directors shall take, all necessary corporation action to (i) enable Paine Schwartz to designate and effect the election or appointment of such additional individuals, whether by increasing the size of the Board, or otherwise and (ii) appoint such additional individuals designated by Paine Schwartz to fill such newly created directorships or to fill any other existing vacancies in accordance with Section 1(e) of this Agreement.

(c) If the size of the Board is expanded, Paine Schwartz shall be entitled to designate a number of Nominees to fill the newly created directorships such that the total number of Nominees serving on the Board following such expansion will be equal to that number of Nominees that Paine Schwartz would be entitled to designate in accordance with Section 1(a) if such expansion occurred immediately prior to any meeting of the stockholders of the Company called with respect to the election of members of the Board. The Company shall take, and the Company hereby covenants that the Directors shall take, all necessary corporation action to (i) enable Paine Schwartz to designate and effect the election or appointment of additional designees in accordance with the preceding sentence and (ii) appoint such additional designees in accordance with Section 1(e) of this Agreement.

(d) In the event that any Nominee shall cease to serve as a Director for any reason, Paine Schwartz shall be entitled to designate such person's successor in accordance with this Agreement (regardless of the number of shares of Common Stock Beneficially Owned by Paine Schwartz at the time of such vacancy). The Company shall take, and the Company hereby covenants that the Directors shall take, all necessary corporation action to (i) enable Paine Schwartz to designate and effect the election or appointment of successor designees in accordance with the preceding sentence and (ii) appoint such successor designees in accordance with Section 1(e) of this Agreement. It is understood that any such designee shall serve the remainder of the term of the Director whom such designee replaces.

(e) In each case where the Company has covenanted that the Directors shall take action to appoint a Nominee as a Director pursuant to any of Sections 1(a) through (d) of this Agreement:

(i) The Directors shall appoint such Nominee unless the Board determines, in good faith, that appointing such Nominee would cause the Directors to breach their fiduciary duties to the Company or its stockholders, in which case the Company shall provide Paine Schwartz with a notice explaining in reasonable detail the basis for the Board's determination, and Paine Schwartz shall have the right to designate an alternative Nominee in accordance with Sections 1(a) through (d) of this Agreement; and

(ii) The Company hereby covenants that the Directors shall not fill any vacant or newly created directorship for which Paine Schwartz is entitled to designate a Nominee other than in accordance with Sections 1(a) through (d) of this Agreement.

Without limiting the remedies available against the Company for breach of its covenants set forth in this Agreement, during any time that the Directors have failed to appoint a Nominee as a Director (including without limitation for the reasons set forth in the foregoing clauses (i) or (ii)), or if the Directors have appointed a person as a Director in lieu of a Nominee that Paine Schwartz has designated in accordance with this Agreement:

(x) the Company shall not, without the prior written consent of Paine Schwartz, consummate (and, to the fullest extent permitted by applicable law shall not enter into) any transaction that would constitute a "Business Combination" under any of clauses (i) through (iii) of Section 4(c) of Article Nine of the Company's Certificate of Incorporation, except for purposes of applying this sentence the term "Interested Stockholder" shall mean any person or entity, whether or not a record or beneficial owner of stock of the Company, other than Paine Schwartz; and

(y) the Company shall, promptly following a written request from Paine Schwartz, (i) call a special meeting of stockholders for the purpose of appointing a nominee to fill the vacant or newly created directorship that has resulted in the right of Paine Schwartz to designate a Nominee pursuant to this Agreement; (ii) shall prepare a proxy statement and proxy card in connection with such special meeting, and shall include each Nominee in such proxy statement (together with a supporting statement provided by Paine Schwartz), including in the notice of meeting transmitted therewith, and proxy card as a nominee for Director; and (iii) reimburse Paine Schwartz for any expenses it reasonably incurs in connection with preparing its own proxy statement and proxy card and soliciting proxies or votes to appoint one or more Nominees as Directors in connection with such meeting.

(f) The Company shall pay all reasonable out-of-pocket expenses incurred by the Nominees in connection with the performance of his or her duties as a Director and in connection with his or her attendance at any meeting of the Board or a committee thereof.

(g) For purposes of this Agreement:

(i) "Affiliate" of any person shall mean any other person controlled by, controlling, or under common control with such person; where "control" (including, with its correlative meanings, "controlling," "controlled by," and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities, by contract, or otherwise).

(ii) "Beneficially Own" shall mean that a specified person has or shares the right, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, to vote shares of capital stock of the Company.

(iii) "Director" means any member of the Board.

(iv) "Fully Diluted Securities" means the total number of shares of our Common Stock outstanding upon completion of the IPO, as adjusted for any reorganization, recapitalization, stock dividend, stock split, reverse stock split, or similar changes in the Company's capitalization.

(v) "Total Number of Directors" means the total number of Directors comprising the Board.

(h) No reduction in the number of shares of Common Stock that Paine Schwartz Beneficially Owns shall shorten the term of any incumbent Director. At the Effective Date, the Board shall be comprised of seven members and the initial Nominees shall be: Alex Corbacho, Bob DeBorde, Randy Papadellis, Kevin Schwartz, Maria Stipp, Mark Partin and Kathy Vrabeck.

(i) So long as Paine Schwartz has the right to designate Nominees under Sections 1(a) through (d) or any such Nominee is serving on the Board, the Company shall use its reasonable best efforts to maintain in effect at all times Directors and officers indemnity insurance coverage reasonably satisfactory to Paine Schwartz and the Company's Certificate of Incorporation and Bylaws (each as may be further amended, supplemented, or waived in accordance with its terms) shall at all times provide for indemnification, exculpation, and advancement of expenses to the fullest extent permitted under applicable law.

(j) At such time as the Company ceases to be a "controlled company" and is required by applicable law or The Nasdaq Global Select Market (the "Exchange") listing standards to have a majority of the Board comprised of "independent directors" (subject in each case to any applicable phase-in periods), the Nominees shall include a number of persons that qualify as "independent directors" under applicable law and the Exchange listing standards such that, together with any other "independent directors" then serving on the Board that are not Nominees, the Board is comprised of a majority of "independent directors."

(k) At any time that Paine Schwartz shall have any designation rights under Section 1, the Company shall not take any action and the Company hereby covenants that the Directors shall not take any action, (including in each case effecting any amendment to the Company's Certificate of Incorporation or Bylaws), that could reasonably be expected to adversely affect the rights of Paine Schwartz under this Agreement without the prior written consent of Paine Schwartz.

2. Company Obligations. The Company agrees to use all necessary corporation action to ensure that, prior to the date that Paine Schwartz ceases to Beneficially Own shares of Common Stock representing at least 5% of the Fully Diluted Securities, (i) each Nominee is included in the Board's slate of Nominees to the stockholders (the "Board's Slate") for each election of Directors, unless the Board determines, in good faith, that the inclusion of a Nominee in the Board's Slate would not be in the best interest of the Company and its stockholders (other than Paine Schwartz), in which case, Paine Schwartz shall have the right to designate an alternate Nominee for inclusion in the Board's Slate; and (ii) whether or not a Nominee is included in the Board's Slate, each Nominee shall be included in the proxy statement (together with a supporting statement provided by Paine Schwartz) and proxy card prepared by management of the Company in connection with soliciting proxies for every meeting of the stockholders of the Company called with respect to the election of members of the Board (each, a "Director Election Proxy Statement"), and at every adjournment or postponement thereof, and on every action or approval by written consent of the stockholders of the Company or the Board with respect to the election of members of the Board. Paine Schwartz will promptly provide reporting to the Company after Paine Schwartz ceases to Beneficially Own at least 5% of the Fully Diluted Securities, such that the Company is informed of when this obligation terminates. The calculation of the number of Nominees that Paine Schwartz is entitled to designate to the Board's Slate for any election of Directors shall be based on the percentage of the Fully Diluted Securities immediately prior to the mailing to shareholders of the Director Election Proxy Statement relating to such election (or, if earlier, the filing of the definitive Director Election Proxy Statement with the U.S. Securities and Exchange Commission (the "SEC")). Unless Paine Schwartz notifies the Company otherwise prior to the mailing to shareholders of the Director Election Proxy Statement relating to an election of Directors, the Nominees for such election shall be presumed to be the same Nominees currently serving on the Board, and no further action shall be required of Paine Schwartz for the Board to include such Nominees on the Board's Slate as contemplated by clause (i) of this Section 2; provided that, in the event Paine Schwartz is no longer entitled to designate the full number of Nominees then serving on the Board, Paine Schwartz shall provide advance written notice to the Company of which currently serving Nominee(s) shall be excluded from the Board's Slate and of any other changes to the list of Nominees. If Paine Schwartz fails to provide such notice prior to the mailing to shareholders of the Director Election Proxy Statement relating to such election (or, if earlier, the filing of the definitive Director Election Proxy Statement with the SEC), a majority of the independent Directors then serving on the Board shall determine which of the Nominees then serving on the Board will be included in the Board's Slate as contemplated by clause (i) of this Section 2. Furthermore, the Company agrees for so long as the Company qualifies as a "controlled company" under the rules of the Exchange, the Company will elect to be a "controlled company" for purposes of the Exchange and will disclose in its annual meeting proxy statement that it is a "controlled company" and the basis for that determination. The Company and Paine Schwartz acknowledge and agree that, as of the Effective Date, the Company is a "controlled company" for purposes of the Exchange.

3. Committees. From and after the Effective Date hereof, the Company hereby covenants that the Board shall not form or designate any committee of the Board unless Paine Schwartz has consented to such formation or designation, until such time as Paine Schwartz ceases to Beneficially Own shares of Common Stock representing at least 5% of the Fully Diluted Securities. Notwithstanding the preceding sentence, the consent of Paine Schwartz shall not be required if:

(a) Paine Schwartz has been provided the opportunity to designate a number of members of each committee of the Board equal to the nearest whole number greater than the product obtained by multiplying (i) the number of shares of Common Stock continuously Beneficially Owned by Paine Schwartz divided by the number of Fully Diluted Securities and (ii) the number of positions, including any vacancies, on the applicable committee; or

(b) none of the Directors designated by Paine Schwartz pursuant to this Agreement are eligible to serve on the applicable committee under applicable law or listing standards of the Exchange, including any applicable independence requirements (subject in each case to any applicable exceptions, including those for newly public companies and for "controlled companies," and any applicable phase-in periods).

The Company hereby covenants that the Nominees designated to serve on a Board committee shall have the right to remain on such committee until the next election of Directors, regardless of the percentage of the Fully Diluted Securities Beneficially Owned by Paine Schwartz following such designation. Unless Paine Schwartz notifies the Company otherwise prior to the time the Board takes action to change the composition of a Board committee, and to the extent Paine Schwartz has the requisite percentage of the Fully Diluted Securities to designate a Board committee member at the time the Board takes action to change the composition of any such Board committee, any Nominee currently designated by Paine Schwartz to serve on a committee shall be presumed to be re-designated for such committee. Without limiting the remedies available to Paine Schwartz, the Company shall not consummate any act or transaction approved or recommended by a committee of the Board formed or designated in a manner inconsistent with this Section 3 without the prior written consent of Paine Schwartz.

4. Amendment and Waiver. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by the Company and Paine Schwartz or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law. Paine Schwartz shall not be obligated to designate all (or any) of the Nominees it is entitled to designate pursuant to this Agreement for any election of Directors, but the failure to do so shall not constitute a waiver of its rights hereunder for any purpose; provided, however, that, subject to Section 2, in the event Paine Schwartz fails to designate all (or any) of the Nominees they are each entitled to designate pursuant to this Agreement prior to the mailing to shareholders of the Director Election Proxy Statement relating to such election (or, if earlier, the filing of the definitive Director Election Proxy Statement with the SEC), the Compensation and Nominating Committee of the Board shall be entitled to nominate individuals in lieu of such Nominees for inclusion in the Board's Slate and the applicable Director Election Proxy Statement with respect to the election for which such failure occurred, and Paine Schwartz shall be deemed to have waived its rights hereunder solely with respect to such election. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

5. Benefit of Parties. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. Notwithstanding the foregoing, the Company may not assign any of its rights or obligations hereunder without the prior written consent of Paine Schwartz. Except as otherwise expressly provided in Section 6, nothing herein contained shall confer or is intended to confer on any third party or entity that is not a party to this Agreement any rights under this Agreement.

6. Assignment. Upon written notice to the Company, Paine Schwartz may assign to any Affiliate of Paine Schwartz (other than a portfolio company), all of its rights hereunder and, following such assignment, such assignee shall be deemed to be "Paine Schwartz" for all purposes hereunder.

7. Indemnification.

(a) The Company shall defend, indemnify, and hold harmless Paine Schwartz, their Affiliates, partners, employees, agents, Directors, managers, officers, and controlling persons (collectively, the "Indemnified Parties") from and against any and all actions, causes of action, suits, claims, liabilities, losses, damages, costs, expenses, or obligations of any kind or nature (whether accrued or fixed, absolute or contingent) in connection therewith (including reasonable attorneys' and experts' fees and expenses) incurred by the Indemnified Parties before or after the date of this Agreement (each, an "Action") arising directly or indirectly out of, or in any way relating to, (i) Paine Schwartz or their Affiliates' Beneficial Ownership of Common Stock or other equity securities of the Company or control or ability to influence the Company or any of its subsidiaries (other than any such Actions (x) to the extent such Actions arise out of any breach of this Agreement by an Indemnified Party or its Affiliates or the breach of any fiduciary or other duty or obligation of such Indemnified Party to its direct or indirect equity holders, creditors, or Affiliates or (y) to the extent such Actions are directly caused by such person's willful misconduct), (ii) the business, operations, properties, assets, or other rights or liabilities of the Company or any of its subsidiaries, or (iii) any services provided prior, on, or after the date of this Agreement by Paine Schwartz or their respective Affiliates to the Company or any of its subsidiaries. The Company shall defend at its own cost and expense in respect of any Action which may be brought against the Company and/or its Affiliates and the Indemnified Parties. The Company shall defend at its own cost and expense any and all Actions which may be brought in which the Indemnified Parties may be impleaded with others upon any Action by the Indemnified Parties, except that if such damage shall be proven to be the direct result of gross negligence, bad faith, or willful misconduct by any of the Indemnified Parties, then such Indemnified Party shall reimburse the Company for the costs of defense and other costs incurred by the Company in proportion to such Indemnified Party's culpability as proven. In the event of the assertion against any Indemnified Party of any Action or the commencement of any Action, the Company shall be entitled to participate in such Action and in the investigation of such Action and, after written notice from the Company to such Indemnified Party, to assume the investigation or defense of such Action (at the Company's sole cost and expense) with counsel of the Company's choice at the Company's expense; provided, however, that such counsel shall be reasonably satisfactory to the Indemnified Party. Notwithstanding anything to the contrary contained herein, the Company may retain one firm of counsel to represent all Indemnified Parties in such Action; provided, however, that the Indemnified Party shall have the right to employ a single firm of separate counsel (and any necessary local counsel) and to participate in the defense or investigation of such Action, and the Company shall bear the expense of such separate counsel (and local counsel, if applicable). The Company further agrees that with respect to any Indemnified Party who is employed, retained, or otherwise associated with, or appointed or nominated by, Paine Schwartz or any of their Affiliates and who acts or serves as a Director, officer, manager, fiduciary, employee, consultant, advisor, or agent of, for, or to the Company or any of its subsidiaries, that the Company or such subsidiaries, as applicable, shall be primarily liable for all indemnification, reimbursements, advancements, or similar payments (the "Indemnity Obligations") afforded to such Indemnified Party acting in such capacity or capacities on behalf or at the request of the Company, whether the Indemnity Obligations are created by law, organizational or constituent documents, contract (including this Agreement), or otherwise. The Company hereby agrees that in no event shall the Company or any of its subsidiaries have any right or claim against Paine Schwartz for contribution or have rights of subrogation against Paine Schwartz through an Indemnified Party for any payment made by the Company or any of its subsidiaries with respect to any Indemnity Obligation. In addition, the Company hereby agrees that in the event that Paine Schwartz pay or advance an Indemnified Party any expenses with respect to an Indemnity Obligation, the Company will, or will cause its subsidiaries to, as applicable, promptly reimburse Paine Schwartz for such payment or advance upon request, subject to the receipt by the Company of a written undertaking executed by the Indemnified Party and Paine Schwartz that makes such payment or advance to repay any such amounts if it shall ultimately be determined by a court of competent jurisdiction that such Indemnified Party was not entitled to be indemnified by the Company. The foregoing right to indemnity and advancement shall be in addition to any rights that any Indemnified Party may have at common law, pursuant to the Company's Certificate of Incorporation or Bylaws, pursuant to any other contract with the Company or otherwise, and shall remain in full force and effect following the completion or any termination of the engagement. If for any reason the foregoing indemnification is unavailable to any Indemnified Party or insufficient to hold it harmless as and to the extent contemplated by this Section 7, then the Company shall contribute to the amount paid or payable by the Indemnified Party as a result of such Action in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Indemnified Party, as the case may be, on the other hand, as well as any other relevant equitable considerations.

(b) The Company hereby acknowledges that certain of the Indemnified Parties have certain rights to indemnification, advancement of expenses, and/or insurance provided by investment funds managed by Paine Schwartz and certain of its Affiliates (collectively, the "Fund Indemnitors"). The Company hereby agrees with respect to any indemnification, hold harmless obligation, expense advancement, reimbursement provision, or any other similar obligation whether pursuant to or with respect to this Agreement, the organizational documents of the Company or any of its subsidiaries, or any other agreement, as applicable, (i) that the Company and its subsidiaries are the indemnitor of first resort (i.e., their obligations to the Indemnified Parties are primary and any obligation of the Fund Indemnitors to advance expenses or to provide indemnification for claims, expenses, or obligations arising out of the same or similar facts and circumstances suffered by any Indemnified Party are secondary), (ii) that the Company shall be required to advance the full amount of expenses incurred by any Indemnified Party and shall be liable for the full amount of all expenses, liabilities, obligations, judgments, penalties, fines, and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement, the organizational documents of the Company or any of its subsidiaries, or any other agreement, as applicable, without regard to any rights any Indemnified Party may have against the Fund Indemnitors, and (iii) that the Company, on behalf of itself and each of its subsidiaries, irrevocably waives, relinquishes, and releases the Fund Indemnitors from any and all Actions against the Fund Indemnitors for contribution, subrogation, or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Fund Indemnitors on behalf of any Indemnified Party with respect to any Action for which any Indemnified Party has sought indemnification from the Company shall affect the foregoing, and the Fund Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of any Indemnified Party against the Company. The Company agrees that the Fund Indemnitors are express third-party beneficiaries of the terms of this Section 7(b).

8. Headings. Headings are for ease of reference only and shall not form a part of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

10. Jurisdiction. Any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement may be brought against any of the parties in any federal court located in the State of Delaware or any Delaware state court, and each of the parties hereby consents to the exclusive jurisdiction of such court (and of the appropriate appellate courts) in any such suit, action, or proceeding and waives any objection to venue laid therein. Process in any such suit, action, or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each of the parties agrees that service of process upon such party at the address referred to in Section 17, together with written notice of such service to such party, shall be deemed effective service of process upon such party.

11. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

12. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, both written and oral, among the parties with respect to the subject matter hereof.

13. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original. This Agreement shall become effective when each party shall have received a counterpart hereof signed by each of the other parties. An executed copy or counterpart hereof delivered by facsimile shall be deemed an original instrument.

14. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is found to be invalid or unenforceable in any jurisdiction, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

15. Further Assurances. Each of the parties hereto shall execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

16. Specific Performance. Each of the parties hereto agree that, notwithstanding any other provision of this Agreement, irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any federal or state court located in the State of Delaware, in addition to any other remedy to which they are entitled at law or in equity.

17. Notices. All notices, requests, and other communications to any party or to the Company shall be in writing (including telecopy or similar writing) and shall be given,

If to the Company:

Suja Life, Inc.
3831 Ocean Ranch Blvd.
Oceanside, CA 92056
Attention: Maria Stipp, Chief Executive Officer; Jeff Pedersen, Chief Financial Officer; Heather Thomaselli, Chief Administrative Officer
Email: [***]; [***]; [***]

If to any member of Paine Schwartz or any Nominee:

Paine Schwartz Partners
One Franklin Parkway, Building 910, Suite 120
San Mateo, CA 94403
Attention: Kevin Schwartz; Alex Corbacho; Renata Lombardi Malavazzi; Robert Meyer
Email: [***]; [***]; [***]; [***]

In each case, with a copy to (which shall not constitute notice):

c/c Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654
Attention: Michael P. Keeley, P.C.; Ben Richards
Email: [***]; [***]

or to such other address or telecopier number as such party or the Company may hereafter specify for the purpose of notice to the other parties and the Company. Each such notice, request, or other communication shall be effective when delivered at the address specified in this Section 17 during regular business hours.

18. Enforcement. Each of the parties hereto covenant and agree that the disinterested members of the Board have the right to enforce, waive, or take any other action with respect to this Agreement on behalf of the Company.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SUJA LIFE, INC.

By: /s/ Maria Stipp
Name: Maria Stipp
Title: Chief Executive Officer

PAINE SCHWARTZ FOOD CHAIN FUND V B, L.P.

By: Paine Schwartz Food Chain Fund V GP, L.P.
Its: General Partner

By: Paine Schwartz Food Chain Fund V GP, Ltd.
Its: General Partner

By: /s/ Kevin Schwartz
Name: Kevin Schwartz
Title: Director

PAINE SCHWARTZ FOOD CHAIN FUND V C, L.P.

By: Paine Schwartz Food Chain Fund V GP, L.P.
Its: General Partner

By: Paine Schwartz Food Chain Fund V GP, Ltd.
Its: General Partner

By: /s/ Kevin Schwartz
Name: Kevin Schwartz
Title: Director

PAINE SCHWARTZ FOOD CHAIN FUND V D, L.P.

By: Paine Schwartz Food Chain Fund V GP, L.P.
Its: General Partner

By: Paine Schwartz Food Chain Fund V GP, Ltd.
Its: General Partner

By: /s/ Kevin Schwartz
Name: Kevin Schwartz
Title: Director

PSP SUJA LIFE HOLDINGS, L.P.

By: Paine Schwartz Food Chain Fund V GP, L.P.
Its: General Partner

By: Paine Schwartz Food Chain Fund V GP, Ltd.
Its: General Partner

By: /s/ Kevin Schwartz
Name: Kevin Schwartz
Title: Director

Exhibit 10.2

SUJA LIFE HOLDINGS, L.P.

SIXTH AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

Dated as of May 7, 2026

THE UNITS REPRESENTED BY THIS SIXTH AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR AN EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

CERTAIN UNITS MAY ALSO BE SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER SET FORTH HEREIN AND/OR IN A SEPARATE AGREEMENT WITH THE INITIAL HOLDER OF SUCH UNITS. A COPY OF SUCH AGREEMENT MAY BE OBTAINED BY THE HOLDER OF SUCH UNITS UPON WRITTEN REQUEST TO THE PARTNERSHIP AND WITHOUT CHARGE.

TABLE OF CONTENTS

		Page
ARTICLE I DEFINITIONS		**1**
ARTICLE II ORGANIZATIONAL MATTERS		**8**
Section 2.1	Formation of the Partnership	8
Section 2.2	Limited Partnership Agreement	8
Section 2.3	Name	9
Section 2.4	Purpose	9
Section 2.5	Principal Office; Registered Office	9
Section 2.6	Term	9
Section 2.7	Intended Tax Treatment	9
Section 2.8	Withdrawal of Prior General Partner and Admission of General Partner	9
ARTICLE III UNITS, CAPITAL CONTRIBUTIONS AND ACCOUNTS		**10**
Section 3.1	Units; Capitalization	10
Section 3.2	Authorization and Issuance of Additional Units	11
Section 3.3	Repurchase or Redemptions	13
Section 3.4	Equity Subdivisions and Combinations	14
Section 3.5	General Authority	14
Section 3.6	Capital Accounts	14
Section 3.7	Negative Capital Accounts; No Interest Regarding Positive Capital Accounts	15
Section 3.8	No Withdrawal	15
Section 3.9	Loans From Partners	15
Section 3.10	Adjustments to Capital Accounts for Distributions In-Kind	16
Section 3.11	Transfer of Capital Accounts	16
Section 3.12	Adjustments to Book Value	16
Section 3.13	Compliance With Section 1.704-1(b)	16
ARTICLE IV DISTRIBUTIONS AND ALLOCATIONS		**17**
Section 4.1	Distributions	17
Section 4.2	Allocations	18
Section 4.3	Special Allocations	18
Section 4.4	Offsetting Allocations	19
Section 4.5	Tax Allocations	19
Section 4.6	Indemnification and Reimbursement for Payments on Behalf of a Partner	21
ARTICLE V MANAGEMENT AND CONTROL OF THE PARTNERSHIP		**21**
Section 5.1	Management by the General Partner	21
Section 5.2	Investment Company Act	22
Section 5.3	Officers	22
Section 5.4	Fiduciary Duties	23
ARTICLE VI EXCULPATION AND INDEMNIFICATION		**24**
Section 6.1	Exculpation	24
Section 6.2	Indemnification	25
Section 6.3	Expenses	25
Section 6.4	Non-Exclusivity; Savings Clause	26
Section 6.5	Insurance	26

ARTICLE VII ACCOUNTING AND RECORDS; TAX MATTERS **26**
Section 7.1 Accounting and Records 26
Section 7.2 Preparation of Tax Returns 26
Section 7.3 Tax Elections 26
Section 7.4 Tax Controversies 26
Section 7.5 Code Section 83 Safe Harbor Election 27

ARTICLE VIII TRANSFER OF UNITS; ADMISSION OF NEW PARTNERS **28**
Section 8.1 Transfer of Units 28
Section 8.2 Recognition of Transfer; Substituted and Additional Limited Partners 29
Section 8.3 Expense of Transfer; Indemnification 30
Section 8.4 Exchange Agreement 30
Section 8.5 Admission of a Successor General Partner 30

ARTICLE IX WITHDRAWAL AND RESIGNATION OF LIMITED PARTNERS **30**
Section 9.1 Withdrawal and Resignation of Limited Partners 30
Section 9.2 General Partner 31
Section 9.3 Former General Partner's Liabilities 31

ARTICLE X DISSOLUTION AND LIQUIDATION **31**
Section 10.1 Dissolution 31
Section 10.2 Liquidation and Termination 31
Section 10.3 Securityholders Agreement 32
Section 10.4 Cancellation of Certificate 32
Section 10.5 Reasonable Time for Winding Up 32
Section 10.6 Return of Capital 32
Section 10.7 Hart-Scott-Rodino 32

ARTICLE XI GENERAL PROVISIONS **33**
Section 11.1 Power of Attorney 33
Section 11.2 Amendments 33
Section 11.3 Title to the Partnership Assets 33
Section 11.4 Remedies 33
Section 11.5 Successors and Assigns 34
Section 11.6 Severability 34
Section 11.7 Counterparts; Binding Agreement 34
Section 11.8 Descriptive Headings; Interpretation 34
Section 11.9 Applicable Law 34
Section 11.10 Addresses and Notices 34
Section 11.11 Creditors 35
Section 11.12 No Waiver 35
Section 11.13 Further Action 35
Section 11.14 Entire Agreement 35
Section 11.15 Delivery by Electronic Means 35
Section 11.16 Certain Acknowledgments 35
Section 11.17 Consent to Jurisdiction; WAIVER OF TRIAL BY JURY 36
Section 11.18 Representations and Warranties 36
Section 11.19 Tax Receivable Agreement 36

Unit Ownership Ledger

SUJA LIFE HOLDINGS, L.P.
SIXTH AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT

THIS SIXTH AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT of Suja Life Holdings, L.P., a Delaware limited partnership (the "Partnership"), is entered into as of May 7, 2026 (the "Effective Date"), by and among the Partnership, Suja Life Holdings GP, LLC, a Delaware limited liability company (the "Prior General Partner"), Suja Life, Inc., a Delaware corporation ("Pubco"), Suja Life Consortium Aggregator, L.P., a Delaware limited partnership (the "Aggregator"), Suja Life Sub, Inc., a Delaware corporation (the "Corporation Sub"), Vive Buyer, Inc., a Delaware corporation, Slice Life Intermediate Holdings, LLC, a Delaware limited liability company, and each other Person admitted to the Partnership as a Limited Partner from time to time pursuant to the terms and conditions of this Agreement.

WHEREAS, the Certificate was filed with the Office of the Secretary of State of Delaware on July 20, 2021;

WHEREAS, the limited partnership agreement of the Partnership was amended and restated on December 31, 2024, and subsequently amended pursuant to that certain Amendment No. 1 on the Effective Date (as so amended, the "Prior Agreement");

WHEREAS, in connection with and prior to the initial public offering of Class A Common Stock of Pubco (the "IPO"), certain Partners acquired certain Partnership equity interests;

WHEREAS, in connection with the IPO: (i) the Partnership and the Partners desire to recapitalize the Partnership's equity interests pursuant to this Agreement such that all of the equity interests held by the Partners as of the Effective Date but immediately prior to such recapitalization are automatically converted into a number of Series A Units that have an equivalent aggregate value as of the Effective Date; (ii) the Prior General Partner shall withdraw as general partner of the Partnership, and Pubco shall be admitted to the Partnership as its general partner (the "GP Transition"); (iii) upon the effectiveness of the GP Transition, the Prior General Partner will be dissolved in accordance with the Delaware Act; (iv) Pubco will purchase, directly or indirectly through one or more wholly owned Subsidiaries (as defined below), Series A Units using a portion of the net proceeds of the IPO; and (v) Pubco, the Corporation Sub, the Partnership and Aggregator will enter into the Exchange Agreement, pursuant to which Aggregator (and its successors and assigns) will be permitted to exchange Series A Units (together with the corresponding number of shares of Class V Common Stock) for Class A Common Stock or the Cash Payment (as defined therein) (clauses (i) through (v), collectively, the "IPO Transactions");

WHEREAS, the parties hereto desire to enter into this Agreement to amend and restate, replace and supersede in its entirety the Prior Agreement as set forth herein to give effect to the IPO Transactions and reflect the admission of Pubco as the general partner of the Partnership.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partners, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

Capitalized terms used but not otherwise defined herein shall have the following meanings:

"704(c) Event" has the meaning set forth in Section 4.5(b)(ii).

"Additional Limited Partner" means a Person admitted to the Partnership as a Limited Partner pursuant to Section 8.2.

"Adjusted Capital Account Deficit" means, with respect to any Capital Account as of the end of any Taxable Year, the amount by which the balance in such Capital Account is less than zero. For this purpose, such Person's Capital Account balance shall be (i) reduced for any items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) and (ii) increased for any amount such Person is obligated to contribute or is treated as being obligated to contribute to the Partnership pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c) (relating to partner liabilities to a partnership) or 1.704-2(g)(1) and 1.704-2(i) (relating to Minimum Gain).

"Affiliate" of any Person means any other Person controlled by, controlling or under common control with such Person, and in the case of any Partner that is a partnership, limited liability company, corporation or similar entity, any partner, member or stockholder of such Partner; provided, that the Partnership and its Subsidiaries shall not be deemed to be Affiliates of any Partner. As used in this definition, "control" (including, with its correlative meanings, "controlling," "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person (whether through ownership of securities, by contract or otherwise).

"Aggregator" has the meaning set forth in the Preamble, together with its successors and assigns; provided that, in the event that the Aggregator has not appointed a successor prior to the date on which it dissolves, liquidates, winds up, terminates or otherwise ceases to exist, PSP shall be deemed to be a successor to the Aggregator for all applicable purposes of this Agreement, including Section 7.4.

"Agreement" means this Sixth Amended and Restated Limited Partnership Agreement, as it may be amended, modified and/or supplemented from time to time in accordance with the terms hereof.

"Assumed Tax Liability" means, with respect to any Limited Partner for any Fiscal Quarter, an amount that, in the good faith estimation of the General Partner, equals the product of (a) the amount of taxable income of the Partnership allocable to such Partner in respect of such Fiscal Quarter (which shall include gross or net income allocations of items of Profit or Loss), determined (w) by assuming such Partner earned solely the items of income, gain, deduction, loss and/or credit allocated to such Partner by the Partnership for such taxable period, (x) without regard to adjustments under Section 732(d), 734(b) and 743(b) of the Code, (y) by including adjustments to taxable income in respect of Section 704(c) of the Code and (z) reducing such taxable income by net taxable losses of the Partnership allocated to such Partner for prior taxable periods beginning after the Effective Date to the extent that such losses are of a character (ordinary or capital) that would permit the losses to be deducted by such Partner against the current taxable income of the Partnership allocable to the Partner for such Fiscal Quarter and have not previously been taken into account in determining such Partner's Assumed Tax Liability, multiplied by (b) the Assumed Tax Rate; provided, that in the case of Pubco, the Assumed Tax Liability shall in no event be less than the amount that will enable Pubco to meet its obligations pursuant to the Tax Receivable Agreement for the relevant Taxable Year.

"Assumed Tax Rate" means the combined maximum U.S. federal, state and local income tax rate applicable to a taxable individual or corporation in any jurisdiction in the United States (whichever is higher), including pursuant to Section 1411 of the Code, in each case, taking into account all jurisdictions in which the Partnership is required to file income tax returns and the relevant apportionment information, in effect for the applicable Fiscal Quarter (making an appropriate adjustment for any rate changes that take place during such period and taking into account the character of the income).

"Audit" has the meaning set forth in Section 7.4(b).

"Board" means the board of directors of Pubco.

"Book Value" means, with respect to any of the Partnership property, the Partnership's adjusted basis for federal income Tax purposes, adjusted from time to time to reflect the adjustments required or permitted (in the case of permitted adjustments, to the extent the Partnership makes such permitted adjustments) by Treasury Regulations Sections 1.704-1(b)(2)(iv)(d)-(g).

"Business Day" means any day other than a Saturday, Sunday or other day on which the banks located in New York, New York, Chicago, Illinois or Los Angeles, California are authorized or obligated to be closed.

"Capital Account" means the capital account maintained for a Limited Partner pursuant to Section 3.6 and the other applicable provisions of this Agreement.

"Capital Contributions" means any cash, cash equivalents, promissory obligations or the Fair Market Value of any other property that a Partner contributes (or is deemed by the General Partner to have contributed) to the Partnership with respect to any Unit pursuant to Section 3.1 or Section 3.11.

"Cash Payment" has the meaning set forth in the Exchange Agreement.

"Certificate" means the Partnership's Certificate of Limited Partnership as filed with the Secretary of State of Delaware, as the same may be amended from time to time.

"Certificate of Amendment" has the meaning set forth in Section 2.8(b).

"Certificate of Cancellation" has the meaning set forth in Section 2.8(b).

"Class A Common Stock" means shares of class A common stock, par value $0.0001 per share, of Pubco.

"Class V Common Stock" means shares of class V common stock, par value $0.0001 per share, of Pubco.

"Code" means the United States Internal Revenue Code of 1986, as amended. Such term, if elected by the General Partner in its sole discretion, shall be deemed to include any future amendments to the Code and any corresponding provisions of succeeding Code provisions (whether or not such amendments and corresponding provisions are mandatory or discretionary).

"Corporate Subsidiary" means any direct or indirect Subsidiary of Pubco that holds, directly or indirectly, Units.

"Corporation Sub" has the meaning set forth in the preamble of this Agreement.

"Delaware Act" means the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. Section 17-101, et seq., as it may be amended from time to time, and any successor thereto.

"Distribution" means each distribution made by the Partnership to a Partner, with respect to such Person's Units, whether in cash, property or securities and whether by liquidating distribution, redemption, repurchase or otherwise; provided that notwithstanding anything in the foregoing to the contrary, none of the following, standing alone, shall be deemed to be a Distribution hereunder: (i) any recapitalization, exchange or conversion of securities of the Partnership; (ii) any subdivision (by unit split or otherwise) or any combination (by reverse unit split or otherwise) of any outstanding Units; (iii) any Tax Distribution and (iv) any repurchase of Units pursuant to any right of first refusal or similar repurchase right in favor of the Partnership.

"Effective Date" has the meaning set forth in the Preamble.

"Equity Agreement" has the meaning set forth in Section 3.2(a).

"Equity Securities" means (i) any Units, capital stock, partnership, membership or limited liability company interests or other equity interests (including other classes, groups or series thereof having such relative rights, powers and/or obligations as may from time to time be established by the General Partner, including rights, powers and/or duties different from, senior to or more favorable than existing classes, groups and series of Units, capital stock, partnership, membership or limited liability company interests or other equity interests, and including any profits interests), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units, capital stock, partnership interests, membership or limited liability company interests or other equity interests and (iii) warrants, options or other rights to purchase or otherwise acquire Units, capital stock, partnership interests, membership or limited liability company interests or other equity interests. Unless the context otherwise indicates, the term "Equity Securities" refers to Equity Securities of the Partnership.

"Event of Withdrawal" means the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Partner or the occurrence of any other event upon which a Partner withdraws from the Partnership by operation of law or otherwise.

"Exchange" has the meaning set forth in the Exchange Agreement.

"Exchange Agreement" means the Exchange Agreement, dated as of the Effective Date, by and among Pubco, the Partnership and the Aggregator, as the same may be amended, amended and restated or replaced from time to time.

"Exchange Rate" has the meaning set forth in the Exchange Agreement.

"Exchangeable Unit" means a Series A Unit held by any Limited Partner (other than Pubco, the Corporation Sub or any of their respective wholly owned Subsidiaries).

"Fair Market Value" means, as of any date of determination, (i) with respect to a Unit, an amount equal to the applicable Partner's Pro Rata Share of the Total Equity Value as of such date (as determined in good faith by the General Partner) *divided by* the number of Units held by such Partner as of such date, and (ii) with respect to any other non-cash assets, the fair market value for such property as between a willing buyer under no compulsion to buy and a willing seller under no compulsion to sell in an arm's-length transaction occurring on such date, taking into account all relevant factors determinative of value (including in the case of securities, any restrictions on transfer applicable thereto or, if such securities are traded on a securities exchange or automated or electronic quotation system, the quoted price for such securities as of the date of determination), as reasonably determined in good faith by the General Partner.

"Fiscal Quarter" means each calendar quarter ending March 31, June 30, September 30 and December 31, or such other quarterly accounting period as may be established by the General Partner.

"Fiscal Year" means the 12-month period ending on December 31, or such other annual accounting period as may be established by the General Partner.

"Forfeiture Allocations" has the meaning set forth in Section 4.3(f).

"General Partner" means (i) Pubco so long as Pubco has not withdrawn as the General Partner pursuant to Section 5.1(c) and (ii) any successor thereof appointed as General Partner in accordance with Section 5.1(c). Unless the context otherwise requires, references herein to the General Partner shall refer to the General Partner acting in its capacity as such.

"Governmental Entity" means the United States of America or any other nation, any state or other political subdivision thereof or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government.

"GP Transition" has the meaning set forth in the Recitals.

"HSR Act" has the meaning set forth in Section 10.7.

"Indemnitee" has the meaning set forth in Section 6.2.

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

"IPO" has the meaning set forth in the Recitals.

"IPO 704(c) Event" has the meaning set forth in Section 3.12.

"IPO Transactions" has the meaning set forth in the Recitals.

"IRS Notice" has the meaning set forth in Section 7.5(a).

"Limited Partner" means each Person listed on the Unit Ownership Ledger and any Person admitted to the Partnership as a Substituted Limited Partner or Additional Limited Partner in accordance with the terms and conditions of this Agreement, in each case, in such Person's capacity as a limited partner of the Partnership; but in each case only for so long as such Person is shown on the Partnership's books and records as the owner of one or more Units.

"Liquidation Assets" has the meaning set forth in Section 10.2(b).

"Liquidation FMV" has the meaning set forth in Section 10.2(b).

"Liquidation Statement" has the meaning set forth in Section 10.2(b).

"Losses" means items of the Partnership loss and deduction determined according to Section 3.6.

"Minimum Gain" means the partnership minimum gain determined pursuant to Treasury Regulations Section 1.704-2(d).

"Notice Date" has the meaning set forth in Section 4.5(b)(ii).

"Obligations" has the meaning set forth in Section 6.2.

"Partners" means the General Partner and the Limited Partners. The Partners shall constitute the "partners" (as that term is defined in the Delaware Act) of the Partnership.

"Partnership" has the meaning set forth in the Preamble.

"Partnership Representative" has the meaning set forth in Section 7.4(a).

"Partnership Tax Audit Rules" means Code Sections 6221 through 6241, together with any guidance issued thereunder or successor provisions and any similar provision of state or local Tax laws.

"Per Share Cash Settlement Threshold Price" has the meaning set forth in the Exchange Agreement.

"Permitted Transferee" means, with respect to any Person, (i) any of such Person's Affiliates, (ii) any direct or indirect partner, member, stockholder or other equityholder of such Person and (iii) any Person who is a transferee of Units in a Transfer approved by the General Partner.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, association or other entity or a Governmental Entity.

"Prior Agreement" has the meaning set forth in the Recitals.

"Prior General Partner" has the meaning set forth in the Preamble.

"Prior GP Indemnified Persons" has the meaning set forth in Section 6.2.

"Pro Rata Share" means with respect to each Partner, a fraction, the numerator of which is the aggregate number of Series A Units held by such Partner, and the denominator of which is the aggregate number of Series A Units then outstanding.

"Profits" means items of Partnership income and gain determined according to Section 3.6.

"PSP" means Paine Schwartz Partners, LLC, a Delaware limited liability company, or its designee.

"Pubco" has the meaning set forth in the Preamble.

"Registration Rights Agreement" means that certain Registration Rights Agreement, dated as of August 23, 2021, by and among Pubco and certain other parties thereto, as the same may be amended, amended and restated or replaced from time to time.

"Regulatory Allocations" has the meaning set forth in Section 4.3(e).

"Securities Act" means the Securities Act of 1933, as amended, and applicable rules and regulations thereunder, and any successor to such statute, rules or regulations. Any reference herein to a specific section, rule or regulation of the Securities Act shall be deemed to include any corresponding provisions of future law.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended, and applicable rules and regulations thereunder, and any successor to such statute, rules or regulations. Any reference herein to a specific section, rule or regulation of the Securities Exchange Act shall be deemed to include any corresponding provisions of future law.

"Series A Unit" means a Unit having the rights and obligations specified with respect to a Series A Unit in this Agreement.

"Specified Audit" has the meaning set forth in Section 7.4(c).

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of the limited liability company, partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof and without limitation, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity (other than a corporation) if such other Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or shall control the manager, managing member, managing director (or a board comprised of any of the foregoing) or general partner of such limited liability company, partnership, association or other business entity. For purposes hereof, references to a "Subsidiary" of any Person shall be given effect only at such times that such Person has one or more Subsidiaries, and, unless otherwise indicated, the term "Subsidiary" refers to a Subsidiary of the Partnership.

"Substituted Limited Partner" means a Person that is admitted as a Limited Partner to the Partnership pursuant to Section 8.2, or any transferee that has been admitted as a Limited Partner in connection with a Transfer of Units hereunder.

"Successor General Partner" means a Person admitted to the Partnership as a successor General Partner in accordance with the terms of this Agreement.

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding or other tax of any kind whatsoever, including any transferee liability and any interest, penalties or additions to tax or additional amounts in respect of the foregoing.

"Tax Advances" has the meaning set forth in Section 4.6.

"Tax Distribution" has the meaning set forth in Section 4.1(a)(i).

"Tax Distribution Conditions" has the meaning set forth in Section 4.1(a)(i).

"Tax Distribution Date" means April 10, June 10, September 10 and December 10 of each calendar year, which shall be adjusted by the General Partner as reasonably necessary to take into account changes in estimated tax payment due dates for U.S. federal income Taxes under applicable law or otherwise as necessary to permit the timely payment of any Assumed Tax Liability.

"Tax Receivable Agreement" means the Tax Receivable Agreement dated as of the Effective Date, by and among Pubco, the Partnership and the other parties thereto, as the same may be amended, amended and restated or replaced from time to time.

"Taxable Year" means the Partnership's accounting period for federal income Tax purposes determined pursuant to Section 7.3 or such other year as is determined by the General Partner in compliance with Section 706 of the Code.

"Total Equity Value" means, as of any date of determination, the aggregate proceeds that would be received by the Partners if: (i) the assets of the Partnership were sold at their fair market value to an independent third-party on arm's-length terms, with neither the seller nor the buyer being under compulsion to buy or sell such assets; (ii) the Partnership satisfied and paid in full all of its obligations and liabilities (including all Taxes, costs and expenses incurred in connection with such transaction and any amounts reserved by the General Partner with respect to any contingent or other liabilities); and (iii) such net sale proceeds were then distributed in accordance with Section 4.1, all as determined by the General Partner in good faith based upon the Per Share Cash Settlement Threshold Price as of such date.

"Traditional Method with Curative Allocations" has the meaning set forth in Section 4.5(b).

"Transaction Documents" means, collectively, this Agreement, the Exchange Agreement, the Registration Rights Agreement, the Tax Receivable Agreement and all other agreements, instruments, certificates and other documents entered into or delivered by any Partner in connection with the transactions contemplated hereby or thereby.

"Transfer" has the meaning set forth in Section 8.1.

"Treasury Regulations" means the income Tax regulations promulgated under the Code and effective as of the date of this Agreement. Such term, if elected by the General Partner in its sole discretion, shall be deemed to include any future amendments to such regulations and any corresponding provisions of succeeding regulations (whether or not such amendments and corresponding provisions are mandatory or discretionary).

"Unit" means a partnership interest in the Partnership of a Partner or representing a fractional part of the interests in Profits, Losses and Distributions of the Partnership held by all Partners and shall include Series A Units.

"Unit Ownership Ledger" has the meaning set forth in Section 3.1(b).

ARTICLE II
ORGANIZATIONAL MATTERS

Section 2.1 **Formation of the Partnership**. The Partnership was formed in the State of Delaware on July 20, 2021 pursuant to the provisions of the Delaware Act.

Section 2.2 **Limited Partnership Agreement**. The Partners hereby execute this Agreement for the purpose of amending and restating the Prior Agreement and establishing the affairs of the Partnership and the conduct of its business in accordance with the provisions of the Delaware Act. The Partners hereby agree that during the term of the Partnership set forth in Section 2.6 the rights, powers and obligations of the Partners with respect to the Partnership will be determined in accordance with the terms and conditions of this Agreement and, except where the Delaware Act provides that such rights, powers and obligations shall apply "unless otherwise provided in a partnership agreement" or words of similar effect and such rights, powers and obligations are set forth in this Agreement, the Delaware Act shall govern; provided, that, notwithstanding the foregoing or anything to the contrary herein, Section 17-305(a) of the Delaware Act (entitled "Access to and Confidentiality of Information; Records") shall not apply to or be incorporated into this Agreement, and each Partner hereby expressly waives any and all rights under such Section.

Section 2.3 **Name**. The name of the Partnership shall be "Suja Life Holdings, L.P.". The General Partner in its sole discretion may change the name of the Partnership at any time and from time to time. Notification of any such name change shall be given to all Partners. The Partnership's business may be conducted under its name and/or any other name or names deemed advisable by the General Partner.

Section 2.4 **Purpose**. The purpose and business of the Partnership shall be to engage in any lawful act or activity that may be conducted by a limited partnership formed pursuant to the Delaware Act and engage in all other lawful acts or activities necessary or incidental to the foregoing. Notwithstanding anything herein to the contrary, nothing set forth herein shall be construed as authorizing the Partnership to possess any purpose or power, or to do any act, forbidden by law.

Section 2.5 **Principal Office; Registered Office**. The principal office of the Partnership shall be located at 3831 Ocean Ranch Blvd, Oceanside, California 92056, or at such other place inside or outside the state of Delaware as the General Partner may from time to time designate, and all business and activities of the Partnership shall be deemed to have occurred at its principal office. The Partnership may maintain offices at such other place or places as the General Partner deems advisable. The address of the registered office of the Partnership in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Partnership) as the General Partner may designate from time to time in the manner provided by applicable law, and the registered agent for service of process on the Partnership in the State of Delaware at such registered office shall be the registered agent named in the Certificate or such Person or Persons as the General Partner may designate from time to time in the manner provided by applicable law.

Section 2.6 **Term**. The term of the Partnership commenced upon the filing of the Certificate with the office of the Secretary of State of Delaware in accordance with the Delaware Act and shall continue in existence until the Partnership shall be terminated and dissolved in accordance with the provisions of Article X.

Section 2.7 **Intended Tax Treatment**. The Partners intend that the Partnership shall be treated as a partnership for federal and, if applicable, state and local income tax purposes, and each Partner and the Partnership shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

Section 2.8 **Withdrawal of Prior General Partner and Admission of General Partner**.

(a) Effective as of the Effective Date, and upon the consummation of the GP Transition: (i) the Prior General Partner hereby withdraws as general partner of the Partnership and ceases to be a Partner, and (ii) in accordance with Section 17-401(a) of the Delaware Act, Pubco is hereby admitted to the Partnership as its sole general partner.

(b) Following the GP Transition: (i) a certificate of cancellation shall be filed with the Office of the Secretary of State of Delaware with respect to the Prior General Partner (the "Certificate of Cancellation") and the Prior General Partner shall be dissolved in accordance with the Delaware Act; and (ii) Pubco, as General Partner, shall file or cause to be filed with the Office of the Secretary of State of Delaware a certificate of amendment to the Certificate reflecting the GP Transition (the "Certificate of Amendment").

(c) Pubco shall be admitted to the Partnership without making a Capital Contribution, or being obligated to make a Capital Contribution, and without acquiring any Units in the Partnership. As the General Partner, Pubco's direct interest in the Partnership is, as of the Effective Date, non-economic, and Pubco will not receive any direct allocations or distributions pursuant to this Agreement unless and until Pubco directly holds Series A Units.

(d) Each Limited Partner acknowledges that the General Partner may be capitalized with only *de minimis* or no funds, and each Limited Partner hereby forever releases and discharges, and agrees that it will make no claims against, any direct or indirect director, officer, member, manager, partner or holder of equity interests in the General Partner based upon any claims against the General Partner arising under or in connection with this Agreement, including under any "veil piercing" or similar theory, and whether due to claims of undercapitalization of the General Partner or otherwise. Each of the direct and indirect directors, officers, members, managers, partners and holders of equity interests in the General Partner is an express third-party beneficiary of this Section 2.8.

ARTICLE III
UNITS, CAPITAL CONTRIBUTIONS AND ACCOUNTS

Section 3.1 Units; Capitalization.

(a) Units; Capitalization. The Partnership shall have the authority to issue an unlimited number of Series A Units. The ownership by a Partner of Series A Units shall entitle such Partner to allocations of Profits and Losses and other items and Distributions of cash and other property as set forth in Article IV hereof.

(b) Unit Ownership Ledger; Capital Contributions. The Partnership shall create and maintain a ledger (the "Unit Ownership Ledger") setting forth: (a) the name and address of the General Partner and each Limited Partner, (b) the number of Units (if any) of each class of Units held of record by each such Partner and (c) the amount of the Capital Contribution (if any) made (or deemed to have been made) with respect to each class of Units held by such Partner and the date of such Capital Contribution. Upon any change in the number or ownership of outstanding Units (whether upon an issuance of Units, a Transfer of Units, a cancellation of Units or otherwise), the Partnership shall amend and update the Unit Ownership Ledger. Absent manifest error, the ownership interests recorded on the Unit Ownership Ledger shall be conclusive record of the Units that have been issued and are outstanding. Each Partner named in the Unit Ownership Ledger has made (or shall be deemed to have made) Capital Contributions to the Partnership as set forth in the Unit Ownership Ledger in exchange for the Units specified in the Unit Ownership Ledger. Any reference in this Agreement to the Unit Ownership Ledger shall be deemed a reference to the Unit Ownership Ledger as amended and in effect from time to time.

(c) Certificates; Legends. Units shall be issued in uncertificated form; provided that, at the request of any Limited Partner, the General Partner may cause the Partnership to issue one or more certificates to any such Partner holding Units representing in the aggregate the Units held by such Partner. If any certificate representing Units is issued, then such certificate shall bear a legend substantially in the following form:

> THIS CERTIFICATE EVIDENCES UNITS REPRESENTING A PARTNERSHIP INTEREST IN SUJA LIFE HOLDINGS, L.P. THE PARTNERSHIP INTEREST IN SUJA LIFE HOLDINGS, L.P. REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR ANY NON-U.S. OR STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE THEREWITH. THE PARTNERSHIP INTEREST IN SUJA LIFE HOLDINGS, L.P. REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN THE SIXTH AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF SUJA LIFE HOLDINGS, L.P., DATED AS OF MAY 7, 2026, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, A COPY OF WHICH SHALL BE FURNISHED BY THE PARTNERSHIP TO THE RECORD HOLDER HEREOF UPON WRITTEN REQUEST AND WITHOUT CHARGE.

(d) Conversion of Prior Partnership Interests. Contemporaneous with the execution and effectiveness of this Agreement, all of the partnership interests in the Partnership that were issued and outstanding and held by the Partners immediately prior to the effectiveness of this Agreement are hereby converted into the Series A Units as set forth on the Unit Ownership Ledger.

Section 3.2 Authorization and Issuance of Additional Units.

(a) Subject to Section 11.2, the General Partner shall have the right to cause the Partnership to issue and/or create and issue at any time after the Effective Date, and for such amount and form of consideration as the General Partner may determine, additional Units or other Equity Securities of the Partnership (including creating classes or series thereof having such powers, designations, preferences and rights as may be determined by the General Partner). The General Partner shall have the power to make such amendments to this Agreement in order to provide for such powers, designations, preferences and rights as the General Partner in its discretion deems necessary or appropriate to give effect to such additional authorization or issuance in accordance with the provisions of this Section 3.2(a). In connection with any issuance of Units (whether on or after the date of this Agreement), the Person who acquires such Units shall execute a counterpart to this Agreement accepting and agreeing to be bound by all terms and conditions hereof, and shall enter into such other documents, instruments and agreements to effect such purchase as are required by the General Partner (including such documents, instruments and agreements entered into on or prior to the date of this Agreement by the Partners, each, an "Equity Agreement"). The Partnership may not issue any additional Series A Units or other Equity Securities to Pubco or any of its Subsidiaries except as set forth in Section 3.2(b) or Section 3.2(c).

(b) At any time Pubco issues one or more shares of Class A Common Stock or any other Equity Securities of Pubco (other than an issuance of the type covered by Section 3.2(c) or an issuance to a holder of Exchangeable Units pursuant to the Exchange Agreement, as described in Section 3.2), Pubco shall, directly or indirectly through one or more Corporate Subsidiaries, contribute to the Partnership all of the net proceeds (if any) received by Pubco with respect to such share or shares of Class A Common Stock or other Equity Securities of Pubco. Upon such contribution, the General Partner shall cause the Partnership to issue a number of Series A Units (if Pubco issues shares of Class A Common Stock), determined based upon the Exchange Rate then in effect, or an equal number of such Equity Securities of the Partnership corresponding to the Equity Securities issued by Pubco (if Pubco issues Equity Securities other than shares of Class A Common Stock) registered in the name of Pubco (or the applicable Corporate Subsidiary or Corporate Subsidiaries through which an indirect contribution was made) so that the aggregate number of Series A Units and other Equity Securities of the Partnership held by Pubco (including indirectly through one or more Corporate Subsidiaries) at all times equals the number of shares of Class A Common Stock and other Equity Securities issued by Pubco issued and outstanding; provided, however, that if Pubco issues one or more shares of Class A Common Stock or other Equity Securities of Pubco, some or all of the net proceeds of which are to be used to fund expenses or other obligations of Pubco for which Pubco would be permitted a Distribution pursuant to Article IV, then Pubco shall not be required to transfer the portion of such net proceeds to the Partnership that are used or will be used to fund such expenses or obligations; provided further, that if Pubco issues any shares of Class A Common Stock in order to purchase or fund the purchase of Series A Units from a Partner (other than a Subsidiary of Pubco), then notwithstanding anything herein to the contrary, the foregoing in this Section 3.2(b) shall not apply and the provisions in Article II of the Exchange Agreement shall control. Notwithstanding the foregoing, this Section 3.2(b) shall not apply to the issuance and distribution to holders of shares of Class A Common Stock of rights to purchase Equity Securities of Pubco under a "poison pill" or similar shareholder's rights plan (it being understood that (i) upon exchange of Exchangeable Units for Class A Common Stock pursuant to the Exchange Agreement, such Class A Common Stock would be issued together with any such corresponding right, and (ii) in the event such rights to purchase Equity Securities of Pubco are triggered, Pubco will ensure that the holders of Series A Units that have not been exchanged prior to such time will be treated equitably vis-à-vis the holders of Class A Common Stock under such plan).

(c) At any time Pubco issues one or more shares of Class A Common Stock or other Equity Securities of Pubco in connection with an equity incentive program, whether such share or shares are issued upon exercise (including cashless exercise) of an option, settlement of a restricted stock unit, as restricted stock or otherwise, the General Partner shall cause the Partnership to issue a corresponding number of Series A Units or Equity Securities of the Partnership corresponding to the Equity Securities issued by Pubco (if Pubco issues Equity Securities other than shares of Class A Common Stock), and with substantially the same rights to dividends and distributions (including distributions upon liquidation) and other economic rights as those of such Equity Securities of Pubco so issued to Pubco and/or its Corporate Subsidiaries (determined based upon the Exchange Rate then in effect) so that the aggregate number of Series A Units and other Equity Securities held, directly and/or indirectly, by Pubco at all times equals the number of shares of Class A Common Stock and other Equity Securities issued and outstanding; provided that Pubco shall be required to contribute to the Partnership, directly or indirectly through one or more Corporate Subsidiaries, all (but not less than all) of the net proceeds (if any) received by Pubco from or otherwise in connection with such issuance of one or more shares of Class A Common Stock or other Equity Securities of Pubco, including the exercise price of any option exercised. If any such shares of Class A Common Stock or other Equity Securities so issued by Pubco in connection with an equity incentive program are subject to vesting or forfeiture provisions, then the Series A Units or other Equity Securities of the Partnership corresponding to the Equity Securities issued by Pubco (if Pubco issues Equity Securities other than shares of Class A Common Stock) that are issued by the Partnership to Pubco and/or its Corporate Subsidiaries in connection therewith in accordance with the preceding provisions of this Section 3.2(c) shall be subject to vesting or forfeiture on the same basis; if any of such shares of Class A Common Stock or other Equity Securities of Pubco vest or are forfeited, then a corresponding number of the Series A Units (determined based upon the Exchange Rate then in effect) or other Equity Securities issued by the Partnership corresponding to the Equity Securities issued by Pubco (if Pubco issues Equity Securities other than shares of Class A Common Stock) in accordance with the preceding provisions of this Section 3.2(c) shall automatically vest or be forfeited. Any cash or property held by Pubco or the Partnership or on any of such Person's behalf in respect of dividends paid on restricted shares of Class A Common Stock or other Equity Securities of Pubco that fail to vest shall be returned to the Partnership upon the forfeiture of such restricted shares of Class A Common Stock or other Equity Securities of Pubco. For the avoidance of doubt, notwithstanding anything to the contrary set forth in clause (iii) of the definition of Equity Securities, a corresponding issuance of Series A Units pursuant to this Section 3.2(c) shall only occur at such time as Pubco actually issues shares of Class A Common Stock in settlement or satisfaction of an option, warrant, restricted stock unit or other similar contractual right to receive shares of Class A Common Stock.

(d) Pubco shall at all times reserve and keep available out of its authorized but unissued Class A Common Stock, solely for the purpose of issuance upon an Exchange, the maximum number of shares of Class A Common Stock as shall be issuable upon Exchange of all outstanding Series A Units (other than any Series A Units held directly or indirectly by Pubco and/or its Corporate Subsidiaries) and shares of Class V Common Stock to satisfy its obligations under the Exchange Agreement; provided that nothing contained herein shall be construed to preclude Pubco from satisfying its obligations in respect of any such Exchange by delivery of purchased shares of Class A Common Stock (which may or may not be held in the treasury of Pubco). If any shares of Class A Common Stock require registration with or approval of any Governmental Entity under any federal or state law before such shares may be issued upon an Exchange, Pubco shall use reasonable best efforts to cause the exchange of such shares of Class A Common Stock to be duly registered or approved, as the case may be. Pubco shall list and use its reasonable best efforts to maintain the listing of the Class A Common Stock required to be delivered upon any such Exchange prior to such delivery upon the national securities exchange upon which the outstanding shares of Class A Common Stock are listed at the time of such Exchange (it being understood that any such shares may be subject to transfer restrictions under applicable securities laws). Pubco covenants that all shares of Class A Common Stock issued upon an Exchange will, upon issuance, be validly issued, fully paid and non-assessable.

(e) Notwithstanding any other provision of this Agreement to the contrary, if Pubco or its Corporate Subsidiaries acquires or holds any material amount of cash in excess of any monetary obligations it reasonably anticipates, Pubco may in its sole discretion: (i) contribute (or cause to be contributed) such excess cash amount to the Partnership in exchange for a number of Series A Units and distribute to holders of Class A Common Stock an equivalent number of shares of Class A Common Stock; or (ii) use such excess cash amount in such other manner and make such other adjustments to or take such other actions with respect to the capitalization of Pubco, its Corporate Subsidiaries and the Partnership and to the one-to-one ratio between Series A Units and Class A Common Stock as Pubco in good faith determines to be fair and reasonable to the shareholders and other equityholders of Pubco and to the Partners to preserve the intended economic effect of this Article III.

(f) For purposes of this Section 3.2, "net proceeds" means gross proceeds to Pubco from the issuance of Class A Common Stock or other securities less all reasonable *bona fide* out-of-pocket fees and expenses of Pubco, the Partnership and their respective Subsidiaries actually incurred in connection with such issuance.

Section 3.3 Repurchase or Redemptions.

(a) Neither Pubco nor any of its Corporate Subsidiaries may redeem, repurchase or otherwise acquire (i) shares of Class A Common Stock unless substantially simultaneously therewith the Partnership redeems, repurchases or otherwise acquires from Pubco or such Corporate Subsidiary an equal number of Series A Units for the same price per security, if any, or (ii) any other Equity Securities of Pubco or any of its Corporate Subsidiaries unless substantially simultaneously therewith the Partnership redeems, repurchases or otherwise acquires from Pubco or such Corporate Subsidiary an equal number of the corresponding class or series of Equity Securities of the Partnership with the same rights to dividends and distributions (including distributions upon liquidation) and other economic rights as those of such Equity Securities of Pubco or such Corporate Subsidiary for the same price per security, if any.

(b) The Partnership may not redeem, repurchase or otherwise acquire (i) any Series A Units from Pubco or any of Corporate Subsidiaries unless substantially simultaneously Pubco or such Corporate Subsidiary redeems, repurchases or otherwise acquires an equal number of shares of Class A Common Stock for the same price per security from holders thereof or (ii) any other Equity Securities of the Partnership from Pubco or any of its Corporate Subsidiaries unless substantially simultaneously Pubco or such Corporate Subsidiary redeems, repurchases or otherwise acquires for the same price per security an equal number of Equity Securities of Pubco or such Corporate Subsidiary of a corresponding class or series with substantially the same rights to dividends and distributions (including distributions on liquidation) and other economic rights as those of such Units of the Partnership.

Section 3.4 **Equity Subdivisions and Combinations**. Except in accordance with the Exchange Agreement or any other adjustments required by this Agreement:

(a) Any subdivision (by equity split, equity distribution, reclassification, recapitalization or otherwise) or combination (by reverse equity split, reclassification, recapitalization or otherwise) of Class A Common Stock, Class V Common Stock or other related class or series of Equity Security of Pubco (including any Equity Security held in treasury) shall be accompanied by an identical subdivision or combination, as applicable, of the Series A Units or other related class or series of Equity Security of the Partnership, as applicable, with corresponding changes made with respect to any other exchangeable or convertible Equity Security of the Partnership and Pubco.

(b) Any subdivision (by equity split, equity distribution, reclassification, recapitalization or otherwise) or combination (by reverse equity split, reclassification, recapitalization or otherwise) of the Units shall be accompanied by an identical subdivision or combination, as applicable, of the Class A Common Stock, Class V Common Stock or other related class or series of Equity Security of Pubco (including any Equity Security held in treasury), as applicable, with corresponding changes made with respect to any other exchangeable or convertible Equity Security of the Partnership and Pubco.

Section 3.5 **General Authority**. For the avoidance of doubt, but subject to Section 3.1, Section 3.2, Section 3.3 and Section 3.4, the Partnership, Pubco and the General Partner shall be permitted to undertake all actions, including an issuance, redemption, reclassification, distribution, division or recapitalization, with respect to the Series A Units as is necessary to maintain at all times a one-to-one ratio between (i) the number of Series A Units owned by Pubco, directly and/or indirectly, and the number of outstanding shares of Class A Common Stock and (ii) the number of outstanding shares of Class V Common Stock held by any Person (other than Pubco or any of its Corporate Subsidiaries) and the number of Series A Units held by such Person. Pubco shall not issue any shares of Class V Common Stock to any Person unless, concurrently with such issuance, the Partnership issues an equal number of Series A Units to such Person.

Section 3.6 **Capital Accounts**.

(a) Maintenance of Capital Accounts. The Partnership shall maintain a separate Capital Account for each Partner according to the rules of Treasury Regulations Section 1.704-1(b)(2)(iv). Without limiting the foregoing, each Partner's Capital Account shall be adjusted:

(i) by adding any additional Capital Contributions made by such Partner in consideration for the issuance of Units;

(ii) by deducting any amounts paid to such Partner in connection with the redemption or other repurchase by the Partnership of Units;

(iii) by adding any Profits allocated in favor of such Partner and subtracting any Losses allocated in favor of such Partner; and

(iv) by deducting any distributions paid in cash or other assets to such Partner by the Partnership.

(b) Computation of Income, Gain, Loss and Deduction Items. For purposes of computing the amount of any item of the Partnership income, gain, loss or deduction to be allocated pursuant to Article IV and to be reflected in the Capital Accounts, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for federal income Tax purposes (including any method of depreciation, cost recovery or amortization used for this purpose); provided that:

(i) the computation of all items of income, gain, loss and deduction shall include those items described in Code Section 705(a)(1)(B), Code Section 705(a)(2)(B) and Treasury Regulations Section 1.704-1(b)(2)(iv)(i), without regard to the fact that such items are not includable in gross income or are not deductible for federal income Tax purposes;

(ii) if the Book Value of any Partnership property is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(e) or (f), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property;

(iii) items of income, gain, loss or deduction attributable to the disposition of the Partnership property having a Book Value that differs from its adjusted basis for Tax purposes shall be computed by reference to the Book Value of such property;

(iv) items of depreciation, amortization and other cost recovery deductions with respect to the Partnership property having a Book Value that differs from its adjusted basis for Tax purposes shall be computed by reference to the property's Book Value in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g); and

(v) to the extent an adjustment to the adjusted Tax basis of any of the Partnership's asset pursuant to Code Sections 732(d), 734(b) or 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis); and if, as a result of an exercise of a noncompensatory option (as defined in Treasury Regulations Section 1.721-2(f)) to acquire Units, a Capital Account reallocation is required under Treasury Regulations Section 1.704-1(b)(2)(iv)(s)(3), the Partnership shall make corrective allocations pursuant to Treasury Regulations Section 1.704-1(b)(4)(x).

Section 3.7 **Negative Capital Accounts; No Interest Regarding Positive Capital Accounts**. No Partner shall be required to pay to any other Partner or the Partnership any deficit or negative balance that may exist from time to time in such Partner's Capital Account (including upon and after dissolution of the Partnership). Except as otherwise expressly provided herein, no Partner shall be entitled to receive interest from the Partnership in respect of any positive balance in its Capital Account and no Partner shall be liable to pay interest to the Partnership or any Partner in respect of any negative balance in its Capital Account.

Section 3.8 **No Withdrawal**. No Person shall be entitled to withdraw any part of such Person's Capital Contributions or Capital Account or to receive any Distribution from the Partnership, except as expressly provided herein.

Section 3.9 **Loans From Partners**. Loans by Partners to the Partnership shall not be considered Capital Contributions. If any Partner shall loan funds to the Partnership in excess of the amounts required hereunder to be contributed by such Partner to the capital of the Partnership, the making of such loans shall not result in any increase in the amount of the Capital Account of such Partner. The amount of any such loans shall be a debt of the Partnership to such Partner and shall be payable or collectible in accordance with the terms and conditions upon which such loans are made.

Section 3.10 Adjustments to Capital Accounts for Distributions In-Kind. To the extent that the Partnership distributes property in-kind to the Partners, the Partnership shall be treated as making a distribution equal to the Fair Market Value of such property (as of the date of such distribution) for purposes of Section 4.1 and such property shall be treated as if it were sold for an amount equal to its Fair Market Value and any resulting gain or loss shall be allocated to the Partners' Capital Accounts in accordance with Section 4.2 through Section 4.4. If the Partnership distributes property in kind to any Partner, the Partnership shall (a) first, to the extent possible, distribute (and be deemed to distribute) to such Partner any such property that the Partner contributed to the Partnership (or any such property received by the Partnership in a tax-deferred exchange for property contributed to the Partnership by such Partner) and (b) second, to the extent no further distribution can be made in accordance with subclause (a), or if such Partner did not contribute property to the Partnership, then the Partnership shall, to the extent possible, distribute (and be deemed to distribute) to the Partner property other than such property that was contributed to the Partnership by another Partner (or any such property received by the Partnership in a tax-deferred exchange for property contributed to the Partnership by a Partner), to the extent that such Partner is entitled to receive a Distribution at such time under the economic priorities set out in Article IV.

Section 3.11 Transfer of Capital Accounts. The original Capital Account established for each Substituted Limited Partner shall be in the same amount as the Capital Account of the Partner (or portion thereof) to which such Substituted Limited Partner succeeds at the time such Substituted Limited Partner is admitted to as a Partner of the Partnership. The Capital Account of any Partner whose interest in the Partnership shall be increased or decreased by means of (a) the Transfer to it of all or part of the Units of another Partner or (b) the repurchase or forfeiture of Units pursuant to any Equity Agreement shall be appropriately adjusted to reflect such Transfer or repurchase. Any reference in this Agreement to a Capital Contribution of or Distribution to a Partner that has succeeded any other Partner shall include any Capital Contributions or Distributions previously made by or to the former Partner on account of the Units of such former Partner Transferred to such Partner.

Section 3.12 Adjustments to Book Value. The Partnership shall adjust the Book Value of its assets to Fair Market Value in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as of the following times: (a) at the General Partner's discretion in connection with the issuance of Units in the Partnership or a more than *de minimis* Capital Contribution to the Partnership; (b) at the General Partner's discretion in connection with the Distribution by the Partnership to a Partner of more than a *de minimis* amount of the Partnership's assets, including money; and (c) the liquidation of the Partnership within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g). Any such increase or decrease in Book Value of an asset shall be allocated as a Profit or Loss to the Capital Accounts of the Partners under Section 4.2 (determined immediately prior to the event giving rise to the revaluation). The Partnership shall adjust the Book Value of its property under Treasury Regulations Section 1.704-1(b)(2)(iv)(f) in connection with and immediately after the IPO Transactions (the "IPO 704(c) Event").

Section 3.13 Compliance With Section 1.704-1(b). The provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts are computed in order to comply with such Treasury Regulations, the General Partner may make such modification, notwithstanding anything in Section 11.2 to the contrary. The General Partner also shall (a) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Partners and the amount of the Partnership capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(iv)(g), and (b) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

ARTICLE IV
DISTRIBUTIONS AND ALLOCATIONS

Section 4.1 Distributions.

(a) Tax Distributions.

(i) Tax Distributions. To the extent funds of the Partnership are legally available for distribution by the Partnership and such distribution would not be prohibited under any credit facility to which the Partnership or any of its Subsidiaries is a party (the "Tax Distribution Conditions"), with respect to each Fiscal Quarter, on or prior to the relevant Tax Distribution Date, the Partnership shall distribute to each Partner an amount of cash (each a "Tax Distribution") equal to such Partner's Assumed Tax Liability for such Fiscal Quarter. To the extent a holder of Series A Units would receive for any Fiscal Quarter less than its Pro Rata Share of the aggregate Tax Distributions to be paid pursuant to the preceding sentence, the Tax Distributions to such Partner shall be increased to ensure that all Tax Distributions to holders of Series A Units are made in accordance with their Pro Rata Share. The General Partner shall be entitled to adjust subsequent Tax Distributions up or down to reflect any variation between its prior estimation of quarterly Tax Distributions and the Tax Distributions that would have been computed under this Section 4.1(a)(i) based on subsequent information. In the event that due to the Tax Distribution Conditions the funds available for any Tax Distribution to be made hereunder are insufficient to pay the full amount of the Tax Distribution that would otherwise be required under this Section 4.1(a)(i), the Partnership shall use its reasonable best efforts to distribute to each Partner the amount of funds that are available after application of the Tax Distribution Conditions on a pro rata basis (according to the amounts that would have been distributed to each Partner pursuant to this Section 4.1(a)(i) if available funds (after application of the Tax Distribution Conditions) existed in a sufficient amount to make such Distribution in full). At any time thereafter when additional funds of the Partnership are available for Distribution after application of the Tax Distribution Conditions, the Partnership shall use its reasonable best efforts to immediately distribute such funds to the Partners on a pro rata basis (according to the amounts that would have been distributed to each Partner pursuant to this Section 4.1(a)(i) if available funds (after application of the Tax Distribution Conditions) would have existed in a sufficient amount to make such Tax Distribution in full). Notwithstanding the foregoing, Distributions pursuant to Section 4.1(b) with respect any taxable period shall first be treated as Tax Distributions pursuant to this Section 4.1(a)(i) to the extent of any entitlement thereto.

(ii) Additional Tax Distributions. In the event (A) of any audit by, or similar event with, a taxing authority that affects the calculation of any Partner's Assumed Tax Liability for any Taxable Year (other than an audit conducted pursuant to the Partnership Tax Audit Rules for which no election is made pursuant to Code Section 6226 (or any similar provision of state or local law)) or (B) the Partnership files an amended tax return, each Partner's Assumed Tax Liability with respect to such year shall be recalculated by giving effect to such event (for the avoidance of doubt, taking into account interest and penalties). Any shortfall in the amount of Tax Distributions the Partners and former Partners received for the relevant Taxable Years based on such recalculated Assumed Tax Liability promptly shall be distributed to such Partners and the successors of such former Partners in accordance with their Pro Rata Share of such additional Tax Distributions, except, for the avoidance of doubt, to the extent Distributions were made to such Partners and former Partners pursuant to Section 4.1 in the relevant Taxable Years sufficient to cover such shortfall.

(b) Other Distributions. Except as otherwise set forth in Section 4.1(a) or in the Exchange Agreement, the General Partner may (but shall not be obligated to) cause the Partnership to make Distributions at such times, in such amounts and in such form (including in-kind property) as determined by the General Partner in its sole discretion, in each case to the holders of Series A Units in accordance with their respective Pro Rata Shares.

Section 4.2 Allocations. Profits or Losses for any Fiscal Year shall be allocated among the Partners in such a manner as to reduce or eliminate, to the extent possible, any difference, as of the end of such Fiscal Year, between (a) the sum of (i) the Capital Account of each Partner, (ii) such Partner's share of Minimum Gain (as determined according to Treasury Regulations Section 1.704-2(g)) and (iii) such Partner's partner nonrecourse debt minimum gain (as defined in Treasury Regulations Section 1.704-2(i)(2)) and (b) the respective net amounts, positive or negative, which would be distributed to them or for which they would be liable to the Partnership under this Agreement and the Delaware Act, determined as if the Partnership were to (i) liquidate the assets of the Partnership for an amount equal to their Book Value and (ii) distribute the proceeds of such liquidation pursuant to Section 10.2.

Section 4.3 Special Allocations.

(a) Minimum Gain Chargeback. Losses attributable to partner nonrecourse debt (as defined in Treasury Regulations Section 1.704-2(b)(4)) shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). If there is a net decrease during a Taxable Year in partner nonrecourse debt minimum gain (as defined in Treasury Regulations Section 1.704-2(i)(2)), Profits for such Taxable Year (and, if necessary, for subsequent Taxable Years) shall be allocated to the Partners in the amounts and of such character as determined according to Treasury Regulations Section 1.704-2(i)(4).

(b) Partner Nonrecourse Debt Minimum Chargeback. Nonrecourse deductions (as determined according to Treasury Regulations Section 1.704-2(b)(1)) for any Taxable Year shall be allocated to each holder of Series A Units ratably among such Partners based upon their ownership of Series A Units. Except as otherwise provided in Section 4.3(a), if there is a net decrease in the Minimum Gain during any Taxable Year, each Partner shall be allocated Profits for such Taxable Year (and, if necessary, for subsequent Taxable Years) in the amounts and of such character as determined according to Treasury Regulations Section 1.704-2(f). This Section 4.3(b) is intended to be a Minimum Gain chargeback provision that complies with the requirements of Treasury Regulations Section 1.704-2(f), and shall be interpreted in a manner consistent therewith.

(c) Qualified Income Offset. If any Partner that unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) has an Adjusted Capital Account Deficit as of the end of any Taxable Year, computed after the application of Section 4.3(a) and Section 4.3(b), but before the application of any other provision of this Article IV, then Profits for such Taxable Year shall be allocated to such Partner in proportion to, and to the extent of, such Adjusted Capital Account Deficit. This Section 4.3(c) is intended to be a qualified income offset provision as described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted in a manner consistent therewith.

(d) Allocation of Certain Profits and Losses. Profits and Losses described in Section 3.6(b)(v) shall be allocated in a manner consistent with the manner that the adjustments to the Capital Accounts are required to be made pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(j), (k) and (m).

(e) Regulatory Allocations. The allocations set forth in Sections 4.3(a)-(d) (the "Regulatory Allocations") are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-2 of the Treasury Regulations. The Regulatory Allocations may not be consistent with the manner in which the Partners intend to allocate Profit and Loss of the Partnership or make the Partnership distributions. Accordingly, notwithstanding the other provisions of this Article IV, but subject to the Regulatory Allocations, income, gain, deduction and loss shall be reallocated among the Partners so as to eliminate the effect of the Regulatory Allocations and thereby cause the respective Capital Accounts of the Partners to be in the amounts (or as close thereto as possible) they would have been if Profit and Loss (and such other items of income, gain, deduction and loss) had been allocated without reference to the Regulatory Allocations. In general, the Partners anticipate that this will be accomplished by specially allocating other Profit and Loss (and such other items of income, gain, deduction and loss) among the Partners so that the net amount of the Regulatory Allocations and such special allocations to each such Partner is zero. In addition, if in any Fiscal Year there is a decrease in partnership Minimum Gain, or in partner nonrecourse debt Minimum Gain, and application of the Minimum Gain chargeback requirements set forth in Section 4.3(a) or Section 4.3(b) would cause a distortion in the economic arrangement among the Partners, the Partners may, if they do not expect that the Partnership will have sufficient other income to correct such distortion, request the Internal Revenue Service to waive either or both of such Minimum Gain chargeback requirements. If such request is granted, this Agreement shall be applied in such instance as if it did not contain such Minimum Gain chargeback requirement.

(f) The Partners acknowledge that allocations like those described in Proposed Treasury Regulations Section 1.704-1(b)(4)(xii)(c) ("Forfeiture Allocations") may result from the allocations of Profits and Losses provided for in this Agreement. For the avoidance of doubt, the Partnership is entitled to make Forfeiture Allocations and, once required by applicable final or temporary guidance, allocations of Profits and Losses will be made in accordance with Proposed Treasury Regulations Section 1.704-1(b)(4)(xii)(c) or any successor provision or guidance.

(g) Any excess nonrecourse liabilities of the Partnership, within the meaning of Treasury Regulations Section 1.752-3(a)(3), shall be allocated to the Partners in any manner that is permissible under the Treasury Regulations.

(h) Any item of deduction with respect to a Tax that is offset at the General Partner's election pursuant to the second sentence of Section 4.6 against a Distribution to which a Partner is otherwise entitled shall be allocated to such Partner. For the avoidance of doubt, all tax deductions described in this Section 4.3(h) shall be taken into account in determining the amount of any Tax Distribution made under the provisions of Section 4.1(a)(i).

Section 4.4 Offsetting Allocations. If, and to the extent that, any Partner is deemed to recognize any item of income, gain, deduction or loss as a result of any transaction between such Partner and the Partnership pursuant to Sections 83, 482 or 7872 of the Code or any similar provision now or hereafter in effect, the General Partner shall use its commercially reasonable efforts to allocate any corresponding Profit or Loss to the Partner who recognizes such item in order to reflect the Partners' economic interest in the Partnership.

Section 4.5 Tax Allocations.

(a) Allocations Generally. Except as provided in Section 4.5(b), for federal, state and local income Tax purposes, each item of income, gain, loss or deduction shall be allocated among the Partners in the same manner and in the same proportion that the corresponding book items have been allocated among the Partners' respective Capital Accounts; provided that, if any such allocation is not permitted by the Code or other applicable law, then each subsequent item of income, gains, losses, deductions and credits will be allocated among the Partners so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) Code Section 704(c) Allocations.

(i) As a result of the IPO 704(c) Event, items of Partnership taxable income, gain, loss and deduction shall be allocated to take into account any variation created as a result of the IPO 704(c) Event for any property between such property's adjusted Tax basis for federal income tax purposes and its Book Value, in each case, in accordance with the "traditional method," except that the Partnership shall make curative allocations of the resulting tax gain from the sale or disposition of each such property in a manner that is intended to offset the effect of the cumulative amount of any "ceiling rule limitations" with respect to allocations of depreciation or amortization deductions in respect of any such differences between the Book Value of an such item of property and its adjusted Tax basis that are created in connection with any such contribution or adjustment of Book Value for each such property, as the case may be, as outlined in Treasury Regulations Section 1.704-3(c)(3)(iii)(B) (the "Traditional Method with Curative Allocations").

(ii) If (A) any property is contributed (or deemed contributed for Tax purposes) to the Partnership, or (B) if the Book Value of any Partnership property is adjusted Tax basis pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(e) or (f) (any such contribution or adjustment of Book Value described in clauses (A) or (B), a "704(c) Event"), items of Partnership taxable income, gain, loss, and deduction shall be allocated using the Traditional Method with Curative Allocations; provided, that with respect to any 704(c) Event, the Aggregator may withhold consent to the use of the Traditional Method with Curative Allocations with respect to such 704(c) Event (including, for the avoidance of doubt, any 704(c) Event in connection with the IPO Transactions) to the extent the Aggregator delivers written notice to the Partnership prior to February 21st of the Taxable Year following the Taxable Year including the 704(c) Event (the "Notice Date") that consent is withheld to the use of the Traditional Method with Curative Allocations with respect to such 704(c) Event, and solely to the extent such written notice is timely delivered and such consent is not unreasonably withheld or conditioned, the Aggregator and the Partnership shall cooperate in good faith to timely agree on an alternative methodology permissible under Section 704(c) of the Code with respect to the 704(c) Event, and such mutually agreed alternative methodology (unless the Traditional Method with Curative Allocations is mutually agreed) shall be used by the Partnership with respect to such 704(c) Event. The Partnership shall reasonably cooperate to provide its analysis and any modeling with respect to the choice of allocation methodology for any Taxable Year, as well as any other information reasonably requested by the Aggregator that is reasonably necessary to determine whether to consent or object to such methodology, at least 10 days in advance of the Notice Date for such Taxable Year.

(c) Section 754 Election. The Partnership will make an election under Section 754 of the Code for its Taxable Year that includes or begins on the date of this Agreement, and shall have such election in effect for each subsequent Taxable Year, to adjust the basis of the Partnership property as permitted and provided in Sections 734 and 743 of the Code, and the General Partner shall use commercially reasonable efforts to cause each Person in which the Partnership owns a direct or indirect equity interest (other than a Subsidiary) that is treated as a partnership for U.S. federal income tax purposes to have in effect any such election for such Taxable Years. Such election shall be effective solely for federal (and, if applicable, state and local) income Tax purposes and shall not result in any adjustment to the Book Value of any Partnership asset or to the Partner's Capital Accounts (except as provided in Treasury Regulations Section 1.704-1(b)(2)(iv)(m)).

(d) Allocation of Tax Credits, Tax Credit Recapture, Etc. Allocations of Tax credits, Tax credit recapture and any items related thereto shall be allocated to the Partners according to their interests in such items as determined by the General Partner taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii) and (viii).

(e) Corrective Allocations. If necessary, the Partnership will make corrective allocations as set forth in Treasury Regulations Section 1.704-1(b)(4)(x).

(f) Effect of Allocations. Allocations pursuant to this Section 4.5 are solely for purposes of federal, state and local Taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Profits, Losses, Distributions (other than Tax Distributions) or other items pursuant to any provision of this Agreement.

Section 4.6 Indemnification and Reimbursement for Payments on Behalf of a Partner. Except as otherwise provided in Article VI, if the Partnership (or any other entity in which the Partnership owns a direct or indirect interest) is required by law to make any payment to a Governmental Entity that is specifically attributable to a Partner or a Partner's status as such (including federal withholding Taxes, state personal property Taxes and state unincorporated business Taxes, Taxes arising under the Partnership Tax Audit Rules, the amount of any Taxes imposed under Code Section 1446(f), and any interest, penalties, additions to Tax and expenses related to any such amounts) ("Tax Advances"), then such Partner shall indemnify and contribute to the Partnership in full for the entire amount of Tax Advances paid. The General Partner may offset Distributions to which a Person is otherwise entitled under this Agreement against such Person's obligation to indemnify the Partnership for Tax Advances under this Section 4.6 or with respect to any other amounts owed by the Partner to the Partnership or any of its Subsidiaries. A Partner's obligation to indemnify and make contributions to the Partnership under this Section 4.6 shall survive the transfer or termination of any Partner's interest in any Units of the Partnership, the termination of this Agreement, and the termination, dissolution, liquidation and winding up of the Partnership (and for purposes of this Section 4.6 to the extent not prohibited by applicable law, the Partnership shall be treated as continuing in existence). The Partnership may pursue and enforce all rights and remedies it may have against each Partner under this Section 4.6, including instituting a lawsuit to collect such indemnification and contribution. For the avoidance of doubt, any Taxes, penalties and interest payable under the Partnership Tax Audit Rules by the Partnership or any fiscally transparent entity in which the Partnership owns an interest shall be treated as Tax Advances specifically allocable to the Partners and the Partnership Representative shall use commercially reasonable efforts to allocate the burden of (or any diminution in distributable proceeds resulting from) any such Taxes, penalties or interest to the Partners to whom such amounts are specifically attributable (whether as a result of their status, actions, inactions or otherwise) as determined by the Partnership Representative.

ARTICLE V
MANAGEMENT AND CONTROL OF THE PARTNERSHIP

Section 5.1 Management by the General Partner.

(a) Except as otherwise specifically provided in this Agreement or the Delaware Act, the business, property and affairs of the Partnership shall be managed, operated and controlled at the sole, absolute and exclusive direction of the General Partner in accordance with the terms of this Agreement. No Partners shall have management authority or voting or other rights over, or any other ability to take part in the conduct or control of the business of, the Partnership. The General Partner is, to the extent of its rights and powers set forth in this Agreement, an agent of the Partnership for the purpose of the Partnership's business, and the actions of the General Partner taken in accordance with such rights and powers shall bind the Partnership (and no Partner shall have such right). The General Partner shall have all necessary powers to carry out the purposes, business and objectives of the Partnership. The General Partner may delegate in its discretion the authority to sign agreements and other documents and take other actions on behalf of the Partnership to any Person (including any Partner, officer or employee of the Partnership) to enter into and perform any document on behalf of the Partnership.

(b) Without limiting Section 5.1(a), the General Partner shall have the sole power and authority to effect any of the following by the Partnership or any of its Subsidiaries in one or a series of related transaction, in each case without the vote, consent or approval of any Partner: (i) any sale, lease, transfer, exchange or other disposition of any, all or substantially all of the assets of the Partnership (including the exercise or grant of any conversion, option, privilege or subscription right or any other right available in connection with any assets at any time held by the Partnership); (ii) any merger, consolidation, reorganization or other combination of the Partnership with or into another entity, (iii) any acquisition; (iv) any issuance of debt or equity securities; (v) any incurrence of indebtedness; or (vi) any dissolution. If a vote, consent or approval of the Partners is required by the Delaware Act or other applicable law with respect to any action to be taken by the Partnership or matter considered by the General Partner, each Partner will be deemed to have consented to or approved such action or voted on such matter in accordance with the consent or approval of the General Partner on such action or matter.

(c) Pubco may withdraw as the General Partner and appoint as its successor at any time upon written notice to the Partnership (a) any wholly-owned Subsidiary of Pubco, (b) any Person of which Pubco is a wholly-owned Subsidiary, (c) any Person into which Pubco is merged or consolidated or (d) any transferee of all or substantially all of the assets of Pubco, which withdrawal and replacement shall be effective upon the delivery of such notice. No appointment of a Person other than Pubco (or its successor, as the case may be) as the General Partner shall be effective unless Pubco (or its successor, as the case may be) and the new General Partner provide all Partners with contractual rights, directly enforceable by such Partners against the new General Partner, to cause the new General Partner to comply with all of the General Partner's obligations under this Agreement.

Section 5.2 Investment Company Act. The General Partner shall use reasonable best efforts to ensure that the Partnership shall not be subject to registration as an investment company pursuant to the Investment Company Act.

Section 5.3 Officers.

(a) Officers. Unless determined otherwise by the General Partner, the officers of the Partnership shall be a Chief Executive Officer, a President, a Chief Financial Officer, a Treasurer and a Secretary and each other officer of Pubco shall also be an officer of the Partnership, with the same title. All officers shall be appointed by the General Partner (or by the Chief Executive Officer to the extent the General Partner delegates such authority to the Chief Executive Officer) and shall hold office until their successors are appointed by the General Partner (or by the Chief Executive Officer to the extent the General Partner delegates such authority to the Chief Executive Officer). Two or more offices may be held by the same individual. The officers of the Partnership may be removed by the General Partner (or by the Chief Executive Officer to the extent the General Partner delegates such authority to the Chief Executive Officer) at any time for any reason or no reason.

(b) Other Officers and Agents. The General Partner may appoint such other officers and agents as it may deem necessary or advisable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the General Partner.

(c) Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Partnership and shall have the general powers and duties of supervision and management usually vested in the office of a chief executive officer of a company. He or she shall preside at all meetings of Partners if present thereat.

(d) President. The President shall be the chief executive officer of the Partnership in the absence of the Chief Executive Officer. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed from time to time by the General Partner.

(e) Chief Financial Officer. The Chief Financial Officer shall be the chief financial officer of the Partnership and shall keep and maintain or cause to be kept and maintained adequate and correct books and records of accounts of the properties and business transactions of the Partnership. The books of account shall at all times be open to inspection by the General Partner. The Chief Financial Officer shall deposit all monies and other valuables in the name of, and to the credit of, the Partnership with such depositaries as may be designated by the General Partner.

(f) Treasurer. The Treasurer shall have the custody of Partnership funds and securities and shall keep full and accurate account of receipts and disbursements. He or she shall deposit all moneys and other valuables in the name and to the credit of the Partnership in such depositaries as may be designated by the General Partner or the Chief Executive Officer. The Treasurer shall disburse the funds of the Partnership as may be ordered by the General Partner, the Chief Executive Officer or the Chief Financial Officer, taking proper vouchers for such disbursements. He or she shall render to the General Partner and the Chief Executive Officer whenever either of them may request it, an account of all his or her transactions as Treasurer and of the financial condition of the Partnership. If required by the General Partner, the Treasurer shall give the Partnership a bond for the faithful discharge of his or her duties in such amount and with such surety as the General Partner shall prescribe.

(g) Secretary. The Secretary shall give, or cause to be given, notice of all meetings of Partners and all other notices required by applicable law or by this Agreement, and in case of his or her absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the Chief Executive Officer, or by the General Partner. He or she shall record all the proceedings of the meetings of the Partnership and shall perform such other duties as may be assigned to him or her by the General Partner or by the Chief Executive Officer.

(h) Other Officers. Other officers, if any, shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the General Partner or by the Chief Executive Officer.

Section 5.4 Fiduciary Duties.

(a) Partners and Partners. To the fullest extent permitted by law and notwithstanding any duty otherwise existing at law or in equity, no Partner or Partner, solely in its capacity as such, shall owe any fiduciary duty to the Partnership, the General Partner, any Partner, any Partner or any other Person bound by this Agreement, provided that the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing. Nothing in this Section 5.4(a) shall limit the liabilities, duties or obligations of any Partner or Partner acting in his or her capacity as an officer or manager pursuant to any other provision of this Agreement.

(b) General Partner and Officers. Notwithstanding any other provision to the contrary in this Agreement, except as set forth in Section 5.4(c), (i) the General Partner shall, in its capacity as General Partner, and not in any other capacity, have the same fiduciary duties to the Partnership and the Partners and Partners as a member of the board of directors of a Delaware corporation; and (ii) each officer of the Partnership shall, in his or her capacity as such, and not in any other capacity, have the same fiduciary duties to the Partnership and the Partners and Partners as an officer of a Delaware corporation. For the avoidance of doubt, the fiduciary duties described in the immediately preceding clause (i) shall not be limited by the fact that the General Partner shall be permitted to take certain actions in its sole or reasonable discretion pursuant to the terms of this Agreement or any agreement entered into in connection herewith.

(c) General Partner Conflicts. The parties hereto acknowledge that the members of Pubco's board of directors will owe fiduciary duties to Pubco and its stockholders. The General Partner will use commercially reasonable and appropriate efforts and means, as determined in good faith by the General Partner, to minimize any conflict of interest between the Partners, on the one hand, and the stockholders of Pubco, on the other hand, and to effectuate any transaction that involves or affects any of the Partnership, the General Partner, the Partners and/or the stockholders of Pubco in a manner that does not (i) disadvantage the Partners of their interests relative to the stockholders of Pubco, (ii) advantage the stockholders of Pubco relative to the Partners or (iii) treat the Partners and the stockholders of Pubco differently; provided that in the event of a conflict between the interests of the stockholders of Pubco and the interests of the Partners, such Partners agree that the General Partner shall discharge its fiduciary duties to such Partners by acting in the best interests of Pubco's stockholders.

(d) Waiver. Any duties (including fiduciary duties) and liabilities set forth in this Agreement shall replace completely and absolutely those existing at law or in equity and each of the Partnership, each Partner and any other Person bound by this Agreement hereby, to the fullest extent permitted by applicable law, including Section 17-1101(d) of the Delaware Act, waives the right to make any claim, bring any action or seek any recovery based on any duties or liabilities existing at law or in equity other than any such duties and liabilities set forth in this Agreement. Each Partner and other Person bound by this Agreement agree that the provisions of this Section 5.4(d) are fundamental elements to the agreement of the Partners of the Partnership to enter into this Agreement and without such provisions the parties hereto would not have entered into this Agreement.

(e) Survival. The provisions of this Section 5.4 shall survive any amendment, repeal or termination of this Agreement.

ARTICLE VI
EXCULPATION AND INDEMNIFICATION

Section 6.1 Exculpation.

(a) Actions in Capacity as a Partner or Partner. To the fullest extent permitted by applicable law, and except as otherwise expressly provided herein, no Partner, Partner (other than the General Partner, acting in its capacity as such) or the Prior General Partner or its respective Indemnitees shall be liable to the Partnership, any Partner or any other Person bound by this Agreement as a result of or arising out any action of or omission by such Partner or the Prior General Partner solely in its capacity as a Partner or general partner of the Partnership, respectively, and in the case of the Prior General Partner, prior to the GP Transition, except to the extent such Obligations arise out of such Partner's or the Prior General Partner's (i) material breach of this Agreement or any other Transaction Document or (ii) bad faith violation of the implied contractual covenant of good faith and fair dealing, in each case as determined by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected). For the avoidance of doubt, the exculpation provisions of this Section 6.1(a) shall apply to the Prior General Partner with respect to any actions or omissions prior to the GP Transition to the same extent as if the Prior General Partner had continued to serve as general partner of the Partnership.

(b) Other Actions. To the fullest extent permitted by applicable law, and except as otherwise expressly provided herein, including Section 6.5, no Indemnitee or Prior GP Indemnified Person shall be liable to the Partnership, any Partner, any Partner or any other Person bound by this Agreement as a result of or arising out of the activities of the Indemnitee or Prior GP Indemnified Person on behalf of the Partnership to the extent within the scope of the authority reasonably believed by such Indemnitee or Prior GP Indemnified Person to be conferred on such Indemnitee or Prior GP Indemnified Person, except to the extent such Indemnitee or Prior GP Indemnified Person would not be entitled to exculpation or indemnification pursuant to the articles of incorporation and bylaws of Pubco (as the same may be amended from time to time).

Section 6.2 Indemnification. To the fullest extent permitted by applicable law, each of (a) the General Partner, (b) the Partners and the Partners and their respective Affiliates, (c) the stockholders, members, managers, directors, officers, partners, employees and agents of the Partners, the Partners and their respective Affiliates, (d) the officers and directors of the General Partner, the Partnership and each of their Subsidiaries and (e) the officers and directors of the Prior General Partner and its Subsidiaries (such Persons in this clause (e), the "Prior GP Indemnified Persons" and each Person described in clauses (a) through (d), an "Indemnitee") shall be indemnified and held harmless by the Partnership from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (collectively, "Obligations"), which at any time may be imposed on, incurred by or asserted against such Indemnitee or Prior GP Indemnified Person as a result of or arising out of this Agreement, Pubco, the Partnership, their respective assets, businesses or affairs or the activities of the Indemnitee or the Prior GP Indemnified Person on behalf of Pubco, the Partnership or any of their Subsidiaries to the extent within the scope of the authority reasonably believed to be conferred on such Indemnitee or Prior GP Indemnified Person; provided, however, that, to the extent such Indemnitee is not entitled to exculpation with respect to such Obligations pursuant to Section 6.5, the Indemnitee shall not be entitled to indemnification for any such Obligations to the extent such Indemnitee would not be entitled to exculpation or indemnification pursuant to the articles of incorporation and bylaws of Pubco (as the same may be amended from time to time); provided further, that, to the extent such Indemnitee is entitled to exculpation with respect to such Obligations pursuant to Section 6.5, the Indemnitee shall not be entitled to indemnification for any such Obligations to the extent they arise out of such Indemnitee's (i) material breach of this Agreement or any other Transaction Document or (ii) bad faith violation of the implied contractual covenant of good faith and fair dealing. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not, of itself, create a presumption that the Indemnitee or the Prior GP Indemnified Person was not entitled to indemnification hereunder. Any indemnification pursuant to this Section 6.2 shall be made only out of the assets of the Partnership and no Partner shall have any personal liability on account thereof.

Section 6.3 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.2 shall, from time to time, be advanced by the Partnership prior to the final disposition of such claim, demand, action, suit or proceeding, upon receipt by the Partnership of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as provided in Section 6.2; provided that such undertaking shall be unsecured and interest free and shall be accepted without regard to an Indemnitee's ability to repay amounts advanced and without regard to an Indemnitee's entitlement to indemnification.

Section 6.4 **Non-Exclusivity; Savings Clause**. The indemnification and advancement of expenses set forth in Section 6.2 and Section 6.3 shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any other agreement, policy of insurance or otherwise. The indemnification and advancement of expenses set forth in Section 6.2 and Section 6.3 shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of such a Person. If Article VI, Section 6.2 or Section 6.3 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Partnership shall nevertheless exculpate, indemnify and advance expenses each Indemnitee to the fullest extent permitted by any applicable portion of such sections not so invalidated and to the fullest extent permitted by applicable law. The exculpation, indemnification and advancement of expenses provisions set forth in Article VI, Section 6.2 and Section 6.3 shall be deemed to be a contract between the Partnership and each of the persons constituting Indemnitees at any time while such provisions remain in effect, whether or not such Person continues to serve in such capacity and whether or not such Person is a party hereto. In addition, neither Article VI, Section 6.2 nor Section 6.3 may be retroactively amended to adversely affect the rights of any Indemnitee arising in connection with any acts, omissions, facts or circumstances occurring prior to such amendment.

Section 6.5 **Insurance**. The Partnership may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Partnership would have the power to indemnify them against such liability under this Section 6.5.

ARTICLE VII
ACCOUNTING AND RECORDS; TAX MATTERS

Section 7.1 **Accounting and Records**. The books and records of the Partnership shall be made and maintained, and the financial position and the results of its operations recorded, at the expense of the Partnership, in accordance with such method of accounting as is determined by the General Partner. The books and records of the Partnership shall reflect all Partnership transactions and shall be made and maintained in a manner that is appropriate and adequate for the Partnership's business.

Section 7.2 **Preparation of Tax Returns**. The Partnership shall arrange for the preparation and timely filing of all Tax returns required to be filed by the Partnership, including making the elections described in Section 7.3 and shall use reasonable best efforts to furnish, within seventy-five (75) days of the close of each Taxable Year, the tax information reasonably required by the Partners (including a final Schedule K-1) for federal and state income Tax and any other Tax reporting purposes. Each Partner shall furnish to the Partnership all pertinent information in its possession relating to the Partnership's operations that is necessary to enable the Partnership's income Tax returns to be prepared and filed.

Section 7.3 **Tax Elections**. The Taxable Year shall be the Fiscal Year unless otherwise determined by the General Partner and permitted or required by Section 706 of the Code. The General Partner shall determine whether to make or revoke any available election pursuant to the Code, except as otherwise set forth in this Agreement. Each Partner will upon request supply any information necessary to give proper effect to such election.

Section 7.4 **Tax Controversies**.

(a) Upon effectiveness of the GP Transition, Pubco shall be the "partnership representative" (the "Partnership Representative") of the Partnership for purposes of the Partnership Tax Audit Rules, and, as such, shall be authorized to designate any other Person selected by the General Partner as the Partnership Representative or to designate any Person as the "designated individual" within the meaning of Treasury Regulations Section 301.6223-1(b)(3).

(b) Subject to this Section 7.4, the Partnership Representative shall have the sole authority to act on behalf of the Partnership in connection with, make all relevant decisions regarding the application of and to exercise the rights and powers provided for in, the Partnership Tax Audit Rules, including making any elections under the Partnership Tax Audit Rules or any decisions to settle, compromise, challenge, litigate or otherwise alter the defense of any action, claim, proceeding, audit or examination before the IRS or any other tax authority (each, an "Audit"), and to expend Partnership funds for professional services and other expenses reasonably incurred in connection therewith.

(c) Without limiting the foregoing, the Partnership Representative shall give prompt written notice to the Aggregator of the commencement of any Audit of the Partnership or any of its Subsidiaries (a "Specified Audit"). The Partnership Representative shall (i) keep the Aggregator reasonably informed of the material developments of any such Specified Audit, (ii) permit the Aggregator (or its designee) to participate (including using separate counsel), in each case at the Aggregator's sole cost and expense, in any such Specified Audit and (iii) promptly notify the Aggregator of receipt of a notice of a final partnership adjustment (or equivalent under applicable laws) or a final decision of a court or IRS appeals panel (or equivalent body under applicable laws) with respect to such Specified Audit. The Partnership Representative or the Partnership shall promptly provide the Aggregator with copies of all material correspondence between the Partnership Representative or the Partnership (as applicable) and any Governmental Entity in connection with such Specified Audit and shall give the Aggregator a reasonably opportunity to review and comment on any material correspondence, submission (including settlement or compromise offers) or filing in connection with any such Specified Audit. Additionally, the Partnership Representative shall not (and the Partnership shall not (and shall not authorize the Partnership Representative to)) settle, compromise or abandon any Specified Audit in a manner that would reasonably be expected to have a disproportionate (as compared to Pubco) and material adverse effect on the Aggregator (or its direct or indirect equityholders) without the Aggregator's prior written consent (not to be unreasonably withheld, delayed or conditioned). The Partnership Representative shall obtain the prior written consent of the Aggregator (not to be unreasonably withheld, delayed or conditioned) before (i) making an election under Section 6226(a) of the Code (or any analogous provision of state or local Law) or (ii) taking any material action under the Partnership Tax Audit Rules that would reasonably be expected to have a disproportionate (compared to Pubco) and material adverse effect on the Aggregator, in the case of each of clauses (i) and (ii).

(d) This Section 7.4 shall be interpreted to apply to Partners and former Partners and shall survive the transfer of a Partner's Units and the termination, dissolution, liquidation and winding up of the Partnership and, for this purpose to the extent not prohibited by applicable law, the Partnership shall be treated as continuing in existence.

Section 7.5 Code Section 83 Safe Harbor Election.

(a) By executing this Agreement, each Partner authorizes and directs the Partnership to elect to have the "Safe Harbor" described in the proposed Revenue Procedure set forth in the Internal Revenue Service Notice 2005-43 (the "IRS Notice") or in any successor, guidance or provision apply to any interest in the Partnership transferred to a service provider by the Partnership on or after the effective date of such Revenue Procedure in connection with services provided to the Partnership. For purposes of making such Safe Harbor election, the Partnership Representative is hereby designated as the "partner who has responsibility for federal income Tax reporting" by the Partnership and, accordingly, that execution of such Safe Harbor election by the Partnership Representative constitutes execution of a "Safe Harbor Election" in accordance with Section 3.03(1) of the IRS Notice. Each Partner hereby agrees to comply with all requirements of the Safe Harbor described in the IRS Notice, including, the requirement that each Partner shall prepare and file all federal income Tax returns reporting the income Tax effects of each Unit issued by the Partnership that qualifies for the Safe Harbor in a manner consistent with the requirements of the IRS Notice.

(b) Any Partner or former Partner that fails to comply with requirements set forth in Section 7.5(a) shall indemnify and hold harmless the Partnership and each adversely affected Partner and former Partner from and against any and all losses, liabilities, Taxes, damages, judgments, fines, costs, penalties, amounts paid in settlement and reasonable out-of-pocket costs and expenses incurred in connection therewith (including, costs and expenses of suits and proceedings and reasonable fees and disbursements of counsel), in each case resulting from such Partner's or former Partner's failure to comply with such requirements. The General Partner may offset Distributions to which a Person is otherwise entitled under this Agreement against such Person's obligation to indemnify the Partnership and any other Person under this Section 7.5(b) (and any amount so offset with respect to such Person's obligation to indemnify a Person other than the Partnership shall be paid over to such other Person by the Partnership). A Partner's obligations to comply with the requirements of Section 7.5(a) and to indemnify the Partnership and any Partner or former Partner under this Section 7.5(b) shall survive such Partner's ceasing to be a Partner of the Partnership and/or the termination, dissolution, liquidation and winding up of the Partnership, and, for purposes of this Section 7.5, the Partnership shall be treated as continuing in existence. The Partnership and any Partner or former Partner may pursue and enforce all rights and remedies it may have against each Partner or former Partner under this Section 7.5(b), including (i) instituting a lawsuit to collect such indemnification and contribution, and (ii) specific performance and/or immediate injunctive or other equitable relief from any court of competent jurisdiction (without the necessity of showing actual money damages, or posting any bond or other security) in order to enforce or prevent any violation of the provisions of Section 7.5(a).

(c) Each Partner authorizes the General Partner to amend paragraphs (a) and (b) of this Section 7.5 to the extent necessary to achieve substantially the same Tax treatment with respect to any interest Units Transferred to a service provider by the Partnership in connection with services provided to the Partnership as set forth in Section 4 of the IRS Notice (*e.g.*, to reflect changes from the rules set forth in the IRS Notice in subsequent Internal Revenue Service guidance); provided, that such amendment is not materially adverse to any Partner (as compared with the after-Tax consequences that would result if the provisions of the IRS Notice applied to all Units Transferred to a service provider by the Partnership in connection with services provided to the Partnership).

ARTICLE VIII
TRANSFER OF UNITS; ADMISSION OF NEW PARTNERS

Section 8.1 **Transfer of Units**. Other than as provided for in this Section 8.1, no Partner may sell, assign, transfer, grant a participation in, pledge, hypothecate, encumber or otherwise dispose of (such transaction being herein collectively called a "Transfer") all or any portion of its Units except with the approval of the General Partner, which may be granted or withheld in its sole discretion. Without the approval of the General Partner (but otherwise in compliance with Section 8.1), a Partner may, at any time, (a) Transfer any portion of such Partner's Units pursuant to the Exchange Agreement and (b) Transfer any portion of such Partner's Units to a Permitted Transferee of such Partner. Any purported Transfer of all or a portion of a Partner's Units not complying with this Section 8.1 shall be void *ab initio* and shall not create any obligation on the part of the Partnership or the other Partners to recognize that purported Transfer or to recognize the Person to which the Transfer purportedly was made as a Partner. A Person acquiring a Partner's Units pursuant to this Section 8.1 shall not be admitted as a Substituted or Additional Limited Partner except in accordance with the requirements of Section 8.2, but such Person shall, to the extent of the Units transferred to it, be entitled to such Partner's (i) share of Distributions, (ii) share of Profits and Losses and (iii) Capital Account in accordance with Section 3.6. Notwithstanding anything in this Section 8.1 or elsewhere in this Agreement to the contrary, if a Partner Transfers all or any portion of its Units after the designation of a record date and declaration of a Distribution pursuant to Section 4.1 and before the payment date of such distribution, the transferring Partner (and not the Person acquiring all or any portion of its Units) shall be entitled to receive such Distribution in respect of such transferred Units.

Section 8.2 Recognition of Transfer; Substituted and Additional Limited Partners.

(a) No direct or indirect Transfer of all or any portion of a Partner's Units may be made, and no purchaser, assignee, transferee or other recipient of all or any part of such Units shall be admitted to the Partnership as a Substituted or Additional Limited Partner hereunder, unless:

(i) the provisions of Section 8.1 shall have been complied with;

(ii) in the case of a proposed substituted or Additional Limited Partner that is (A) a competitor or potential competitor of Pubco or the Partnership or their respective Subsidiaries, (B) a Person with whom Pubco or the Partnership or their respective Subsidiaries has had or is expected to have a material commercial or financial relationship or (C) likely to subject Pubco or the Partnership or their respective Subsidiaries to any material legal or regulatory requirement or obligation, or materially increase the burden thereof, in each case as determined by the General Partner in its sole discretion, the admission of the purchaser, assignee, transferee or other recipient as a Substituted or Additional Limited Partner shall have been approved by the General Partner;

(iii) the General Partner shall have been furnished with the documents effecting such Transfer, in form and substance reasonably satisfactory to the General Partner, executed and acknowledged by both the seller, assignor or transferor and the purchaser, assignee, transferee or other recipient, and the General Partner shall have executed (and the General Partner hereby agrees to execute) any other documents on behalf of itself and the Partners required to effect the Transfer;

(iv) the provisions of Section 8.2(b) shall have been complied with;

(v) the General Partner shall be reasonably satisfied that such Transfer will not (A) result in a violation of the Securities Act or any other applicable law or (B) cause an assignment under the Investment Company Act;

(vi) such Transfer would not: (A) cause (or create a substantial risk of causing) the Partnership to be treated as a "publicly traded partnership" within the meaning of Section 7704 of the Code or any other association taxable as a corporation for federal income tax purposes and, without limiting the generality of the foregoing, such Transfer shall not be effected on or through an "established securities market" or a "secondary market or the substantial equivalent thereof," as such terms are used in Treasury Regulations Section 1.7704-1; or (B) result in the Partnership having more than 100 partners within the meaning of Treasury Regulations Section 1.7704-1(h) (determined taking into account the rules of Treasury Regulations Section 1.7704-1(h)(3); except as the General Partner may reasonably determine that the Partnership can rely on one or more of the secondary market safe harbors set forth in Treasury Regulations Section 1.7704-1(c)(3));

(vii) the General Partner shall have received the opinion of counsel, if any, required by Section 8.2(c) in connection with such Transfer; and

(viii) all necessary instruments reflecting such Transfer and/or admission shall have been filed in each jurisdiction in which such filing is necessary in order to qualify the Partnership to conduct business or to preserve the limited liability of the Partners.

(b) Each Substituted Limited Partner and Additional Limited Partner shall be bound by all of the provisions of this Agreement. Each Substituted Limited Partner and Additional Limited Partner, as a condition to its admission as a Partner, shall execute and acknowledge such instruments (including a counterpart of this Agreement and the Exchange Agreement or a joinder agreement in customary form), in form and substance reasonably satisfactory to the General Partner, as the General Partner reasonably deems necessary or desirable to effectuate such admission and to confirm the agreement of such Substituted or Additional Limited Partner to be bound by all the terms and provisions of this Agreement with respect to the Units acquired by such Substituted or Additional Limited Partner. The admission of a Substituted or Additional Limited Partner shall not require the consent of any Partner (but shall require the consent of the General Partner, if and to the extent such consent of the General Partner is expressly required by this Article VIII). As promptly as practicable after the admission of a Substituted or Additional Limited Partner, the Unit Ownership Ledger and other books and records of the Partnership and Exhibit A shall be changed to reflect such admission.

(c) As a further condition to any Transfer of all or any part of a Partner's Units, the General Partner may, in its discretion, require a written opinion of counsel to the transferring Partner reasonably satisfactory to the General Partner, obtained at the sole expense of the transferring Partner, reasonably satisfactory in form and substance to the General Partner, as to such matters as are customary and appropriate in transactions of this type, including (or, in the case of any Transfer made to a Permitted Transferee, limited to an opinion) to the effect that such Transfer will not result in a violation of the registration or other requirements of the Securities Act or any other federal or state securities laws. No such opinion, however, shall be required in connection with a Transfer made pursuant to the Exchange Agreement.

Section 8.3 **Expense of Transfer; Indemnification**. All reasonable costs and expenses incurred by the General Partner and the Partnership in connection with any Transfer of a Partner's Units, including any filing and recording costs and the reasonable fees and disbursements of counsel for the Partnership, shall be paid by the transferring Partner. In addition, the transferring Partner hereby indemnifies the General Partner and the Partnership against any losses, claims, damages or liabilities to which the General Partner, the Partnership or any of their Affiliates may become subject arising out of or based upon any false representation or warranty made by, or breach or failure to comply with any covenant or agreement of, such transferring Partner or such transferee in connection with such Transfer.

Section 8.4 **Exchange Agreement**. In connection with any Transfer of any portion of a Partner's Units pursuant to the Exchange Agreement, the General Partner shall cause the Partnership to take any action as may be required under the Exchange Agreement or requested by any party thereto to effect such Transfer promptly.

Section 8.5 **Admission of a Successor General Partner**. A Person shall be admitted as a Successor General Partner if and only if such Person is elected to be a Successor General Partner by Pubco.

ARTICLE IX
WITHDRAWAL AND RESIGNATION OF LIMITED PARTNERS

Section 9.1 **Withdrawal and Resignation of Limited Partners**. No Limited Partner shall have the power or right to withdraw or otherwise resign from the Partnership prior to the dissolution and winding up of the Partnership pursuant to Article X, without the prior written consent of the General Partner (which consent may be withheld by the General Partner in its sole discretion), except as otherwise expressly permitted by this Agreement. Upon a Transfer of all of a Partner's Units in a Transfer permitted by this Agreement, and (if applicable) the Equity Agreements, such Partner shall cease to be a Partner. Notwithstanding that payment on account of a withdrawal may be made after the effective time of such withdrawal, any completely withdrawing Partner will not be considered a Partner for any purpose after the effective time of such complete withdrawal, and, in the case of a partial withdrawal, such Partner's Capital Account (and corresponding voting and other rights) shall be reduced for all other purposes hereunder upon the effective time of such partial withdrawal.

Section 9.2 **General Partner**. The General Partner shall not have the power or right to withdraw or otherwise resign (and not withdraw or otherwise resign) from the Partnership prior to the dissolution and winding up of the Partnership pursuant to Article X, without the prior written consent of the Board (which consent may be withheld by the Board in its sole discretion).

Section 9.3 **Former General Partner's Liabilities**. No former General Partner shall be liable for Partnership debts or other liabilities or obligations of the Partnership incurred after the date such Person ceases to be the Partnership's general partner, but shall continue to be liable for Partnership debts and other liabilities and obligations of the Partnership incurred before such date.

ARTICLE X
DISSOLUTION AND LIQUIDATION

Section 10.1 **Dissolution**. The Partnership shall not be dissolved by the admission of Additional Limited Partners or Substituted Limited Partners or an additional General Partner or Successor General Partner, or by the death, retirement, expulsion, bankruptcy or dissolution of a Partner. The Partnership shall dissolve, and its affairs shall be wound up upon the first to occur of the following:

(a) at the election of the General Partner to dissolve the Partnership; and

(b) the entry of a decree of judicial dissolution of the Partnership under Section 17-802 of the Delaware Act.

Except as otherwise set forth in this Article X, the Partnership is intended to have perpetual existence. An Event of Withdrawal shall not cause a dissolution of the Partnership and the Partnership shall continue in existence subject to the terms and conditions of this Agreement.

Section 10.2 **Liquidation and Termination**. On the dissolution of the Partnership, the General Partner shall act as liquidator or may appoint one or more representatives, Partners or other Persons as liquidator(s). The liquidators shall proceed diligently to wind up the affairs of the Partnership and make final distributions as provided herein and in the Delaware Act. The costs of liquidation shall be borne as the Partnership's expense. Until final distribution, the liquidators shall continue to operate the Partnership properties with all of the power and authority of the General Partner. The steps to be accomplished by the liquidators are as follows:

(a) The liquidators shall pay, satisfy or discharge from the Partnership's funds all of the debts, liabilities and obligations of the Partnership (including all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash fund for contingent liabilities in such amount and for such term as the liquidators may reasonably determine).

(b) As promptly as practicable after dissolution, the liquidators shall (i) determine the Fair Market Value (the "Liquidation FMV") of the Partnership's remaining assets (the "Liquidation Assets") in accordance with Article X, (ii) determine the amounts to be distributed to each Partner in accordance with Section 4.1 and (iii) deliver to each Partner a statement (the "Liquidation Statement") setting forth the Liquidation FMV and the amounts and recipients of such Distributions, which Liquidation Statement shall be final and binding on all Partners.

(c) As soon as the Liquidation FMV and the proper amounts of Distributions have been determined in accordance with Section 10.2(b), the liquidators shall promptly distribute the Partnership's Liquidation Assets to the holders of Units in accordance with Section 4.1(b). In making such distributions, the liquidators shall allocate each type of Liquidation Assets (*i.e.*, cash or cash equivalents, preferred or common equity securities, etc.) among the Partners ratably based upon the aggregate amounts to be distributed with respect to the Units held by each such holder; provided that the liquidators may allocate each type of Liquidation Assets so as to give effect to and take into account the relative priorities of the different Units; provided, further that, in the event that any securities are part of the Liquidation Assets, each Partner that is not an "accredited investor" as such term is defined under the Securities Act may, in the sole discretion of the General Partner, receive, and hereby agrees to accept, in lieu of such securities, cash consideration with an equivalent value to such securities as determined by the General Partner. Any non-cash Liquidation Assets will first be written up or down to their Fair Market Value, thus creating Profit or Loss (if any), which shall be allocated in accordance with Section 4.2 and Section 4.3. If any Partner's Capital Account is not equal to the amount to be distributed to such Partner pursuant to Section 10.2(b), Profits and Losses for the Fiscal Year in which the Partnership is dissolved shall be allocated among the Partners in such a manner as to cause, to the extent possible, each Partner's Capital Account to be equal to the amount to be distributed to such Partner pursuant to Section 10.2(b). The distribution of cash and/or property to a Partner in accordance with the provisions of this Section 10.2(b) constitutes a complete return to the Partner of its Capital Contributions and a complete distribution to the Partner of its interest in the Partnership and all the Partnership property and constitutes a compromise to which all Partners have consented within the meaning of the Delaware Act. To the extent that a Partner returns funds to the Partnership, it has no claim against any other Partner for those funds.

Section 10.3 Securityholders Agreement. To the extent that units or other equity securities of any Subsidiary are distributed to any Partners and unless otherwise agreed to by the General Partner, such Partners hereby agree to enter into a securityholders agreement with such Subsidiary and each other Partner, which agreement shall contain rights and restrictions in form and substance similar to the provisions and restrictions set forth herein (including in Article VIII).

Section 10.4 Cancellation of Certificate. On completion of the distribution of the Partnership's assets as provided herein, the Partnership shall be terminated (and the Partnership shall not be terminated prior to such time), and the General Partner (or such other Person or Persons as the Delaware Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to this Agreement that are or should be canceled and take such other actions as may be necessary to terminate the Partnership. The Partnership shall be deemed to continue in existence for all purposes of this Agreement until it is terminated pursuant to this Section 10.4.

Section 10.5 Reasonable Time for Winding Up. A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Partnership and the liquidation of its assets pursuant to Section 10.2 in order to minimize any losses otherwise attendant upon such winding up.

Section 10.6 Return of Capital. The liquidators shall not be personally liable for the return of Capital Contributions or any portion thereof to the Partners (it being understood that any such return shall be made solely from the Partnership assets).

Section 10.7 Hart-Scott-Rodino. In the event the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "HSR Act") is applicable to any Partner, the dissolution of the Partnership shall not be consummated until such time as the applicable waiting period (and extensions thereof) under the HSR Act have expired or otherwise been terminated with respect to each such Partner.

ARTICLE XI
GENERAL PROVISIONS

Section 11.1 **Power of Attorney**. Each Partner hereby constitutes and appoints the General Partner and the liquidators, if any and as applicable, and their respective designees, with full power of substitution, as his, her or its true and lawful agent and attorney-in-fact, with full power and authority in his, her or its name, place and stead, to execute, swear to, acknowledge, deliver, file and record in the appropriate public offices (to the same extent such Person could take such action): (a) this Agreement, all certificates and other instruments and all amendments hereof or thereof in accordance with the terms hereof that the General Partner deems appropriate or necessary to form, qualify or continue the qualification of, the Partnership as a limited partnership in the State of Delaware and in all other jurisdictions in which the Partnership may conduct business or own property or as otherwise permitted herein; (b) all instruments, agreements, amendments or other documents that the General Partner deems appropriate or necessary to reflect any amendment, change, modification or restatement of this Agreement in accordance with its terms; (c) all conveyances and other instruments or documents that the General Partner and/or the liquidators deems appropriate or necessary to reflect the dissolution and liquidation of the Partnership pursuant to the terms of this Agreement, including the Certificate of Amendment and Certificate of Cancellation as required under Section 2.8(b); and (d) all instruments relating to the admission, withdrawal or substitution of any Partner pursuant to Article VIII or Article IX. The foregoing power of attorney is irrevocable and coupled with an interest, and shall survive the death, disability, incapacity, dissolution, bankruptcy, insolvency or termination of any Partner and the Transfer of all or any portion of his, her or its Units and shall extend to such Partner's heirs, successors, permitted assigns and personal representatives.

Section 11.2 **Amendments**. This Agreement may be amended (including, for purposes of this Section 11.2, any amendment effected directly or indirectly by way of a merger or consolidation of the Partnership) or waived, in whole or in part, by the General Partner; provided, however, that (a) to the extent any amendment or waiver would adversely affect the economic rights of the holders of Series A Units or the terms and conditions of the Series A Units, such amendment or waiver may only be made by the General Partner upon the prior written consent of the holders of a majority of the issued and outstanding Series A Units (other than Pubco and its Subsidiaries), and (b) to the extent any amendment or waiver would disproportionately and adversely affect the rights of any Partner of a class compared with the rights of any other Partner of such class, such amendment or waiver may only be made by the General Partner upon the prior written consent of such disproportionately and adversely affected Partner.

Section 11.3 **Title to the Partnership Assets**. The Partnership's assets shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such assets or any portion thereof. Legal title to any or all of such assets may be held in the name of the Partnership or one or more nominees, as the General Partner may determine. The General Partner hereby declares and warrants that any Partnership assets for which legal title is held in the name of any nominee shall be held in trust by such nominee for the use and benefit of the Partnership in accordance with the provisions of this Agreement. All Partnership assets shall be recorded as the property of the Partnership on its books and records, irrespective of the name in which legal title to such assets is held.

Section 11.4 **Remedies**. Each Partner and the Partnership shall have all rights and remedies set forth in this Agreement and all rights and remedies that such Person has been granted at any time under any other agreement or contract and all of the rights that such Person has under any law. Any Person having any rights under any provision of this Agreement or any other agreements contemplated hereby shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law.

Section 11.5 **Successors and Assigns**. All covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns, whether so expressed or not. PSP is an express third party beneficiary of its rights under this Agreement.

Section 11.6 **Severability**. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein or if such term or provision could be drawn more narrowly so as not to be illegal, invalid, prohibited or unenforceable in such jurisdiction, it shall be so narrowly drawn, as to such jurisdiction, without invalidating the remaining terms and provisions of this Agreement or affecting the legality, validity or enforceability of such term or provision in any other jurisdiction.

Section 11.7 **Counterparts; Binding Agreement**. This Agreement may be executed simultaneously in two or more separate counterparts, any one of which need not contain the signatures of more than one party, but each of which will be an original and all of which together shall constitute one and the same agreement binding on all the parties hereto. This Agreement and all of the provisions hereof shall be binding upon and effective as to each Person who (a) executes this Agreement in the appropriate space provided in the signature pages hereto notwithstanding the fact that other Persons who have not executed this Agreement may be listed on the signature pages hereto and (b) may from time to time become a party to this Agreement by executing a counterpart of or joinder to this Agreement.

Section 11.8 **Descriptive Headings; Interpretation**. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word "including" in this Agreement shall be by way of example rather than by limitation. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. Whenever required by the context, references to a Fiscal Year shall refer to a portion thereof. The use of the words "or," "either" and "any" shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control but solely to the extent of such conflict.

Section 11.9 **Applicable Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Section 11.10 **Addresses and Notices**. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given or made when (a) delivered personally to the recipient, (b) telecopied to the recipient, or delivered by means of electronic mail if telecopied/emailed on a Business Day, and otherwise on the next Business Day or (c) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid). Such notices, demands and other communications shall be sent to the address for such recipient set forth in the Partnership's books and records, or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

Section 11.11 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Partnership or any of its Affiliates, and no creditor who makes a loan to the Partnership or any of its Affiliates may have or acquire (except pursuant to the terms of a separate agreement executed by the Partnership in favor of such creditor) at any time as a result of making the loan any direct or indirect interest in the Partnership's Profits, Losses, Distributions, capital or property other than as a secured creditor. Notwithstanding the foregoing, each of the Indemnitees are intended third party beneficiaries of Section 6.2 and shall be entitled to enforce such provision (as it may be in effect from time to time) directly as if a party hereto.

Section 11.12 No Waiver. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

Section 11.13 Further Action. The parties hereto agree to execute and deliver all documents, provide all information and take or refrain from taking such actions as may be necessary or appropriate to achieve the purposes of this Agreement, in each case, as and when requested by the General Partner.

Section 11.14 Entire Agreement. This Agreement and the other Transaction Documents embody the complete agreement and understanding among the parties with respect to the subject matter herein and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

Section 11.15 Delivery by Electronic Means. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (pdf) or comparable electronic transmission, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or pdf electronic transmission or comparable electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or pdf electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 11.16 Certain Acknowledgments. This Agreement shall be considered for all purposes as having been prepared through the joint efforts of the parties hereto. No presumption shall apply in favor of any party hereto in the interpretation of this Agreement or in the resolution of any ambiguity of any provision hereof based on the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. Each Partner acknowledges that such Partner or Partner is entitled to and has been afforded the opportunity to consult legal counsel of its choice regarding the terms, conditions and legal effects of this Agreement, as well as the advisability and propriety thereof. Each Partner further acknowledges that having so consulted with legal counsel of its choosing, such Partner or Partner hereby waives any right to raise or rely upon the lack of representation or effective representation in any future proceedings or in connection with any future claim resulting from this Agreement or the formation of the Partnership.

Section 11.17 Consent to Jurisdiction; WAIVER OF TRIAL BY JURY.

(a) Consent to Jurisdiction. Each party hereto irrevocably submits to the exclusive jurisdiction of the United States District Court for the State of Delaware and the state courts of the State of Delaware for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each party hereto further agrees that service of any process, summons, notice or document by United States certified or registered mail (in each such case, prepaid return receipt requested) to such party hereto's respective address set forth in the Partnership's books and records or such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party shall be effective service of process in any action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction as set forth above in the immediately preceding sentence. Each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the United States District Court for the State of Delaware or the state courts of the State of Delaware and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in such court has been brought in an inconvenient forum.

(b) WAIVER OF TRIAL BY JURY. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES HERETO WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES HERETO DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, EACH PARTY HERETO HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY AND/OR THE RELATIONSHIPS ESTABLISHED AMONG THE PARTIES HEREUNDER.

Section 11.18 Representations and Warranties. By execution of this Agreement, each Partner severally represents and warrants as follows:

(a) Such Partner has full legal right, power and authority to deliver this Agreement and the other Transaction Documents and to perform such Partner's obligations hereunder and thereunder;

(b) This Agreement and the other Transaction Documents constitute the legal, valid and binding obligation of such Partner enforceable in accordance with its respective terms, except as the enforcement thereof may be limited by bankruptcy and other laws of general application relating to creditors' rights or general principles of equity;

(c) Neither this Agreement nor the other Transaction Documents violate, conflict with, result in a breach of the terms, conditions or provisions of or constitute a default or an event of default under any other agreement of which such Partner is a party; and

(d) Such Partner's investment in Units in the Partnership is made for such Partner's own account for investment purposes only and not with a view to the resale or distribution of such Units in violation of applicable securities laws.

Section 11.19 Tax Receivable Agreement. The Tax Receivable Agreement and the Exchange Agreement shall each be treated as part of this Agreement as described in Section 761(c) of the Code, and Treasury Regulations Section 1.704-1(b)(2)(ii)(h) and Section 1.761-1(c) with respect to payments to a Partner with respect to an Exchange (as defined in the Tax Receivable Agreement) by such Partner.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Sixth Amended and Restated Limited Partnership Agreement as of the Effective Date.

PARTNERSHIP

SUJA LIFE HOLDINGS, L.P.

By: Suja Life, Inc.
Its: General Partner

By: /s/ Maria Stipp
Name: Maria Stipp
Title: Chief Executive Officer

PUBCO

SUJA LIFE, INC.

By: /s/ Maria Stipp
Name: Maria Stipp
Title: Chief Executive Officer

PRIOR GENERAL PARTNER

SUJA LIFE HOLDINGS GP, LLC

By: /s/ Kevin Schwartz
Name: Kevin Schwartz
Title: President & Chief Executive Officer

LIMITED PARTNERS

SUJA LIFE SUB, INC.

By: /s/ Maria Stipp
Name: Maria Stipp
Title: Chief Executive Officer

SLICE LIFE INTERMEDIATE HOLDINGS, LLC

By: /s/ Maria Stipp
Name: Maria Stipp
Title: Chief Executive Officer

VIVE BUYER, INC.

By: /s/ Maria Stipp
Name: Maria Stipp
Title: Chief Executive Officer

SUJA LIFE CONSORTIUM AGGREGATOR, L.P.

By: Suja Life Consortium Aggregator GP, LLC
Its: General Partner

By: /s/ Kevin Schwartz
Name: Kevin Schwartz
Title: President & Chief Executive Officer

UNIT OWNERSHIP LEDGER

As of May 7, 2026

On file with the Partnership.

Exhibit 10.3

TAX RECEIVABLE AGREEMENT

by and among

SUJA LIFE, INC.,

SUJA LIFE HOLDINGS, L.P.

and

THE OTHER PERSONS NAMED HEREIN

Dated as of May 7, 2026

TAX RECEIVABLE AGREEMENT

This **TAX RECEIVABLE AGREEMENT** (this "**Agreement**"), dated as of May 7, 2026, is hereby entered into by and among Suja Life, Inc., a Delaware corporation ("**PubCo**"), Suja Life Holdings, L.P., a Delaware limited partnership ("**Holdings LP**"), and each of the undersigned parties and the other persons who agree to become party to this Agreement and who shall thereafter be listed on Schedule A attached hereto from time to time (each, a "**Rights Holder**" and collectively, the "**Rights Holders**").

RECITALS

WHEREAS, the Rights Holders directly or indirectly hold equity interests in Holdings LP (the "**LP Units**") and/or PubCo;

WHEREAS, Holdings LP is treated as a partnership for U.S. federal income tax purposes and PubCo is treated as a corporation for U.S. federal income tax purposes;

WHEREAS, after the IPO, PubCo will be the general partner of Holdings LP and will hold, directly and/or indirectly, LP Units;

WHEREAS, each of PSP Suja Life Blocker, LLC, a Delaware limited liability company (the "**PSP Blocker**"), and Vive Aggregator, LLC, a Delaware limited liability company ("**Vive Aggregator**" and, together with the PSP Blocker, the "**Blockers**", and each, a "**Blocker**"), is treated as a corporation for U.S. federal income tax purposes and directly or indirectly held, immediately prior to the Blocker Reorganization (as defined below), LP Units;

WHEREAS, in preparation for and in connection with the IPO (as defined below), (a) each Blocker Shareholder (as defined below) contributed the equity interests of the applicable Blocker(s) to Suja Life Sub, Inc., a newly formed Delaware corporation ("**Company Sub**"), in exchange for equity interests therein, and (b) each Blocker Shareholder contributed the equity interests of Company Sub received in the exchange described in the foregoing clause (a) to PubCo in exchange for equity interests therein (the exchanges described in the foregoing clauses (a) and (b), collectively, the "**Blocker Reorganization**");

WHEREAS, as a result of the Blocker Reorganization, the Corporate Taxpayer (as defined below) will (i) be entitled to utilize Blocker Attributes (as defined below) and (ii) obtain the benefit of the Blocker Transferred Basis (as defined below);

WHEREAS, in connection with the IPO, PubCo will acquire (directly or indirectly) IPO Units (as defined below) for a contribution of cash to Holdings LP not treated as part of a disguised sale under Section 707(a) of the Code (the "**IPO Exchange**");

WHEREAS, as a result of the IPO Exchange and the merger of certain other holders of LP Units with and into Subsidiaries of PubCo, the Corporate Taxpayer will be entitled to obtain the benefit of the IPO Basis (as defined below);

WHEREAS, the LP Units held by certain of the Rights Holders subsequently may be exchanged for Class A Shares and/or cash or other property, in accordance with and subject to the provisions of the Exchange Agreement (as defined below);

WHEREAS, as a result of an Exchange (as defined below), the Corporate Taxpayer will (i) be entitled to use the Basis Adjustments (as defined below) relating to such LP Units exchanged in the Exchange (as defined below) and (ii) obtain the benefit of the Exchange Transferred Basis (as defined below);

WHEREAS, Holdings LP and each of its direct and indirect subsidiaries, if any, treated as a partnership for U.S. federal income tax purposes will have in effect an election under Section 754 of the Code (i) for each Taxable Year that includes the IPO and (ii) for each Taxable Year in which a taxable acquisition (including a deemed taxable acquisition under Section 707(a) of the Code) or non-taxable acquisition of LP Units by the Corporate Taxpayer from any of the Rights Holders for stock of the Corporate Taxpayer and/or cash or redemption by Holdings LP, in each case of this clause (ii), occurs in connection with the IPO or after the IPO (any such acquisition or redemption, including any deemed taxable acquisition under Section 707(a) of the Code, an "**Exchange**");

WHEREAS, the income, gain, loss, expense and other Tax items of the Corporate Taxpayer may be affected by the (i) Blocker Attributes, (ii) Blocker Transferred Basis, (iii) IPO Basis, (iv) Exchange Transferred Basis, (v) Basis Adjustments and (vi) Imputed Interest (as defined below) (collectively, the "**Tax Attributes**"); and

WHEREAS, the parties to this Agreement desire to provide for certain payments and to make certain arrangements with respect to the effect of the Tax Attributes on the liability for taxes of the Corporate Taxpayer.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

As used in this Agreement, the terms set forth in this Article I shall have the following meanings.

"**Accrued Amount**" has the meaning set forth in Section 3.1(a)(iii).

"**Accrued Payment**" has the meaning set forth in Section 3.6.

"**Actual Tax Liability**" means, with respect to any Taxable Year, the sum of (a) (i) the actual liability of the Corporate Taxpayer for U.S. federal income Taxes (if applicable, determined in accordance with a Determination or Amended Schedule and by assuming any state and local income taxes relevant to calculating such U.S. federal income taxes are determined in accordance with the following clause (b)) and (ii) without duplication, the portion of any liability for U.S. federal income Taxes imposed directly on Holdings LP (or Holdings LP's applicable Subsidiaries or other Persons in which Holdings LP owns a direct or indirect equity interest) under Section 6225 or any similar provision of the Code and any state and local Taxes imposed directly on Holdings LP (or Holdings LP's applicable Subsidiaries or other Persons in which Holdings LP owns a direct or indirect equity interest), in each case, that is allocable to the Corporate Taxpayer under Section 704 of the Code or otherwise attributable to the Corporate Taxpayer in accordance with the Holdings LP Agreement, *plus* (b) the product of (i) the amount of the U.S. federal taxable income (not below zero) for such Taxable Year (if applicable, determined in accordance with a Determination or Amended Schedule) reported on the Corporate Taxpayer's IRS Form 1120 (or any successor form) and (ii) the Blended S/L Rate.

"**Affiliate**" of any particular Person means any other Person controlling, controlled by or under common control with such Person, where for purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, its capacity as a sole or managing member or otherwise. For purposes of this Agreement, no Rights Holder shall be considered to be an Affiliate of the Corporate Taxpayer, Holdings LP or any of their respective Subsidiaries.

"**Agreed Rate**" means a per annum rate of SOFR *plus* 100 basis points.

"**Agreement**" has the meaning set forth in the Preamble.

"**Amended Schedule**" has the meaning set forth in Section 2.4(b).

"**Attributable**" means the portion of any Tax Attribute of the Corporate Taxpayer that is "Attributable" to any present or former Rights Holder, as the case may be, determined under the following principles:

(i) any Blocker Attributes (and any Basis Adjustments in respect thereof) shall be determined separately with respect to each Blocker based on the Blocker Attributes attributable to such Blocker at the time of the Blocker Reorganization, and are Attributable to the Blocker Shareholders of each Blocker to which such Blocker Attributes relate in proportion to each Blocker Shareholder's interest in such Blocker prior to the Blocker Reorganization;

(ii) any Blocker Transferred Basis (and any Basis Adjustments in respect thereof) shall be determined separately with respect to each Blocker based on the Blocker Transferred Basis (and related Basis Adjustments) associated with the Blocker LP Units that were acquired directly or indirectly by the Corporate Taxpayer as a result of the participation of such Blocker in the Blocker Reorganization, and shall be Attributable to the Blocker Shareholders of each Blocker to which such Blocker Transferred Basis (and related Basis Adjustments) relates in proportion to each Blocker Shareholder's interest in such Blocker prior to the Blocker Reorganization;

(iii) any IPO Basis (and any Basis Adjustments in respect thereof) shall be determined separately with respect to each Rights Holder, as applicable, in an amount equal to the product of (A) the total IPO Basis and (B) the IPO Basis Percentage of the LP Units previously held by such Rights Holder and transferred (whether pursuant to the Blocker Reorganization or an Exchange) to the Corporate Taxpayer, as applicable;

(iv) any Exchange Transferred Basis (and any Basis Adjustments in respect thereof) shall be determined separately with respect to each Exchanging Holder and is Attributable to each Exchanging Holder in an amount equal to the total Exchange Transferred Basis relating to the LP Units delivered to the Corporate Taxpayer by such Exchanging Holder in the applicable Exchange;

(v) any Basis Adjustments shall be determined separately with respect to each Exchanging Holder and each Blocker Shareholder, and are Attributable to such Exchanging Holder or Blocker Shareholder in an amount equal to the total Basis Adjustments relating to the LP Units delivered to the Corporate Taxpayer by such Exchanging Holder or Blocker Shareholder in the Exchange or the Blocker Reorganization, as applicable; and

(vi) any deduction to the Corporate Taxpayer with respect to a Taxable Year in respect of Imputed Interest is Attributable to the Person that is required to include the Imputed Interest in income (without regard to whether such person is actually subject to Tax thereon).

"**Attribute Schedule**" has the meaning set forth in Section 2.2.

"**Basis Adjustment**" means the adjustment to the Tax basis of a Reference Asset under Sections 732, 734(b), 707(a), 737 and/or 1012 of the Code and the Treasury Regulations promulgated thereunder (in situations where, as a result of one or more Exchanges, Holdings LP becomes an entity that is disregarded as separate from its owner for U.S. federal income tax purposes) or under Sections 734(b), 743(b) and 755 of the Code and the Treasury Regulations promulgated thereunder (in situations where, following an Exchange, Holdings LP remains in existence as an entity classified as a partnership for U.S. federal income tax purposes) and, in each case, comparable sections of state and local tax laws, as a result of (i) an Exchange, (ii) the payments made pursuant to this Agreement in respect of such Exchange or (iii) the payments made pursuant to this Agreement in respect of the Blocker Reorganization. For the avoidance of doubt, the amount of any Basis Adjustment resulting from an Exchange shall be determined without regard to any Pre-Exchange Transfer and as if any such Pre-Exchange Transfer had not occurred. The amount of any Basis Adjustment shall be determined using the Market Value of the LP Units that are the subject of the Exchange at the time of the Exchange.

"**Blended S/L Rate**" means, with respect to any Taxable Year, the sum of the apportionment-weighted effective rates of tax imposed on the aggregate net income of the Corporate Taxpayer in each U.S. state and local jurisdiction in which the Corporate Taxpayer files Tax Returns for such Taxable Year, with the maximum effective rate in any state or local jurisdiction being equal to the product of (i) the apportionment factor on the income or franchise Tax Return in such jurisdiction for such Taxable Year and (ii) the maximum applicable corporate income tax rate in effect in such jurisdiction in such Taxable Year. As an illustration of the calculation of Blended S/L Rate for a Taxable Year, if the Corporate Taxpayer solely files Tax Returns in State 1 and State 2 in a Taxable Year, the maximum applicable corporate income tax rates in effect in such states in such Taxable Year are 6.5% and 5.5%, respectively, and the apportionment factors for such states in such Taxable Year are 60% and 40%, respectively, then the Blended S/L Rate for such Taxable Year is equal to 6.10% (i.e., the sum of (a) 6.5%, *multiplied* by 60%, *plus* (b) 5.5%, *multiplied* by 40%).

"**Blocker(s)**" has the meaning set forth in the Recitals of this Agreement.

"**Blocker 743(b) Adjustment**" means any adjustment, existing as of the close of the IPO Date (as determined based on an interim closing of the books of Holdings LP as of the close of the IPO Date), to the Tax basis of the Reference Assets under Section 743(b) of the Code that is attributable to the LP Units held by a Blocker.

"**Blocker Attributes**" means, without duplication, the net operating losses, capital losses, research and development credits, foreign tax credits, excess Section 163(j) limitation carryforwards, charitable deductions and any Tax attributes (other than capitalized debt issuance costs) that the Corporate Taxpayer is entitled to utilize as a result of the Blocker Reorganization that relate to periods (or portions thereof) prior to the Blocker Reorganization; provided, however, that in order to determine whether any such Tax attribute is a Blocker Attribute, the Taxable Year of the Corporate Taxpayer that includes the effective date of the Blocker Reorganization shall be deemed to end as of the close of such effective date.

"**Blocker LP Units**" means the LP Units acquired directly or indirectly by the Corporate Taxpayer in the Blocker Reorganization.

"**Blocker Reorganization**" has the meaning set forth in the Recitals of this Agreement.

"**Blocker Shareholder**" means any Person who, prior to the Blocker Reorganization, directly or indirectly held equity interests of a Blocker, and as a result of the Blocker Reorganization, holds Class A Shares (or held Class A Shares prior to any disposition thereof, and such Person's successors and permitted transferees).

"**Blocker Transferred Basis**" means the Tax basis (including any Blocker 743(b) Adjustments) of any Reference Asset that is (i) amortizable under Section 197 of the Code, (ii) depreciable under Section 168 of the Code for U.S. federal income Tax purposes or (iii) otherwise reportable as amortizable or depreciable on IRS Form 4562 for U.S. federal income Tax purposes relating to the Blocker LP Units transferred from the Blocker to the Corporate Taxpayer and determined as of the time of the Blocker Reorganization; provided, that, any Tax basis included in the IPO Basis and Attributable to the Blocker Shareholders (with respect to LP Units acquired in the Blocker Reorganization) shall be excluded from the determination of the Blocker Transferred Basis to the extent necessary to avoid double counting.

"**Board**" means the Board of Directors of the Corporate Taxpayer.

"**Business Day**" means any day except a Saturday, a Sunday and any other day on which commercial banks are required or authorized to close in the State of New York.

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

(i) a restructuring, reorganization, consolidation or similar form of transaction (or series of related transactions) for the purpose of modifying the capital structure of the Corporate Taxpayer (including exchanging debt for equity) directly involving the Corporate Taxpayer or indirectly involving the Corporate Taxpayer through one or more intermediaries unless, immediately following such transaction (or series of related transactions), more than 50% of the voting power of the then-outstanding voting stock or other equity securities of the Corporate Taxpayer resulting from the consummation of such transaction (including any parent or ultimate parent corporation of such Person that as a result of such transaction owns directly or indirectly the Corporate Taxpayer and all or substantially all of the Corporate Taxpayer's assets) is held by the then-existing equityholders of the Corporate Taxpayer (determined immediately prior to such transaction and related transactions); provided, that, for the avoidance of doubt, sales of stock or equity instruments (however structured) of the Corporate Taxpayer in ordinary course market transactions will not, in and of itself, result in a Change of Control under this clause (i);

(ii) a transaction (or series of related transactions) in which the Corporate Taxpayer, directly or indirectly, sells, assigns, conveys, transfers or otherwise disposes of all or substantially all of its assets to another Person other than an Affiliate;

(iii) a transaction (or series of related transactions) in which there is an acquisition of control of the Corporate Taxpayer by a Person or "group" of Persons (within the meaning set forth in Section 13(d) of the Securities Exchange Act of 1934) (excluding (x) any Person or "group" or Persons that, on the IPO Date, is the beneficial owner of securities of PubCo representing more than 50% of the combined voting power of PubCo's then-outstanding voting securities or (y) any such "group" formed after the IPO that includes members that collectively, as of the IPO Date, are the beneficial owners of securities of PubCo representing more than 50% of the combined voting power of PubCo's then-outstanding voting securities). For purposes of this definition, the term "control" shall mean the possession, directly or indirectly, of the power to either (A) vote more than 50% of the securities having ordinary voting power for the election of directors (or comparable positions in the case of partnerships and limited liability companies), or (B) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise (for the avoidance of doubt, consent rights do not constitute "control" for the purpose of this definition); or

(iv) the liquidation or dissolution of the Corporate Taxpayer.

Notwithstanding the foregoing, a "**Change of Control**" shall be deemed not to have occurred: (a) by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the shares of the Corporate Taxpayer immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in, and voting control over, and own substantially all of the shares of, an entity which owns, directly or indirectly, all or substantially all of the assets of the Corporate Taxpayer immediately following such transaction or series of transactions; (b) as a result of the imposition or creation of a lien or encumbrance on the assets of the Corporate Taxpayer or any of its Subsidiaries which is not for the purpose of effectuating a change in majority effective ownership or majority control over the Corporate Taxpayer; or (c) if the Rights Holder Representative agrees in writing to elect for a "Change of Control" to not have occurred upon the occurrence of any transaction, series of related transactions or any other occurrence that may otherwise qualify as a "Change of Control".

"**Class A Shares**" means shares of Class A Common Stock of PubCo, par value $0.0001 per share.

"**Class V Shares**" means shares of Class V Common Stock of PubCo, par value $0.0001 per share.

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

"**Common Stock**" means Class A Shares and Class V Shares.

"**Company Sub**" has the meaning set forth in the Recitals of this Agreement.

"**Corporate Taxpayer**" means PubCo and any company that is a member of a group filing a consolidated Tax Return of which PubCo (or any of its successors) is a member, where appropriate.

"**Covered Person**" has the meaning set forth in Section 7.15.

"**Cumulative Net Realized Tax Benefit**" for a Taxable Year means the cumulative amount of Realized Tax Benefits for all Taxable Years of the Corporate Taxpayer, up to and including such Taxable Year, reduced, but not below zero, by the cumulative amount of Realized Tax Detriment for the same period. The Realized Tax Benefit and Realized Tax Detriment for each Taxable Year shall be determined based on the most recent Tax Benefit Schedules or Amended Schedules, if any, in existence at the time of such determination; provided, that, for the avoidance of doubt, the computation of the Cumulative Net Realized Tax Benefit shall be adjusted to reflect any applicable Determination with respect to any Realized Tax Benefits and/or Realized Tax Detriments.

"**Default Rate**" means a per annum rate of SOFR *plus* 500 basis points.

"**Determination**" shall have the meaning ascribed to such term in Code Section 1313(a) or a similar applicable provision of state, or local income tax law or any other event (including the execution of IRS Form 870-AD) that finally and conclusively establishes the amount of any liability for tax.

"**Early Termination Date**" means the date of an Early Termination Notice for purposes of determining the Early Termination Payment.

"**Early Termination Event**" means any event or circumstance (or group of events or circumstances) giving rise to an Early Termination Payment pursuant to Section 4.1(b), (c) or (d).

"**Early Termination Notice**" has the meaning set forth in Section 4.1(b).

"**Early Termination Payment**" has the meaning set forth in Section 4.2(b).

"**Early Termination Rate**" means the lesser of (i) 6.5% per annum, compounded annually, and (ii) a per annum rate of SOFR *plus* 100 basis points.

"**Early Termination Schedule**" has the meaning set forth in Section 4.1(b).

"**Exchange**" has the meaning set forth in the Recitals of this Agreement.

"**Exchange Agreement**" means that certain Exchange Agreement, dated the date hereof, by and among the Corporate Taxpayer, Holdings LP, Suja Life Consortium Aggregator, L.P. and the other Persons from time to time party thereto.

"**Exchange Consideration**" has the meaning set forth in Section 3.1(b).

"**Exchange Date**" means the date of any Exchange.

"**Exchange Transferred Basis**" means the Tax basis (including, for the avoidance of doubt, Tax basis arising under Section 734(b) of the Code) of any Reference Asset that is (i) amortizable under Section 197 of the Code, (ii) depreciable under Section 168 of the Code or (iii) otherwise reportable as amortizable or depreciable on IRS Form 4562 for U.S. federal income Tax purposes relating to the LP Units transferred upon an Exchange and determined as of the time of such Exchange; provided, that, any Tax basis included in the IPO Basis and Attributable to Exchanging Holders (with respect to the LP Units subject to the Exchange Agreement) shall be excluded from the determination of the Exchange Transferred Basis to the extent necessary to avoid double counting.

"**Exchanging Holder**" means any Rights Holder that holds and/or has held LP Units that are subject to the terms of the Exchange Agreement.

"**Expert**" has the meaning set forth in Section 7.10.

"**Future TRAs**" has the meaning set forth in Section 5.3.

"**Holdings LP**" has the meaning set forth in the Preamble.

"**Holdings LP Agreement**" means that certain Sixth Amended and Restated Agreement of Limited Partnership of Holdings LP, dated as of the date hereof, as such agreement may be further amended, restated, supplemented and/or otherwise modified from time to time.

"**Hypothetical Tax Liability**" means, with respect to any Taxable Year, the sum of (a) (i) the hypothetical liability of the Corporate Taxpayer for U.S. federal income Taxes (if applicable, determined in accordance with a Determination or Amended Schedule and by assuming any state and local income taxes relevant to calculating such U.S. federal income taxes are determined in accordance with the following clause (b)) and (ii) without duplication, the portion of any liability for U.S. federal income Taxes imposed directly on Holdings LP (or Holdings LP's applicable Subsidiaries or other Persons in which Holdings LP owns a direct or indirect equity interest) under Section 6225 or any similar provision of the Code and any state and local Taxes imposed directly on Holdings LP (or Holdings LP's applicable Subsidiaries or other Persons in which Holdings LP owns a direct or indirect equity interest), in each case, that is allocable to the Corporate Taxpayer under Section 704 of the Code or otherwise attributable to the Corporate Taxpayer in accordance with the Holdings LP Agreement, *plus* (b) the product of (i) the amount of the U.S. federal taxable income (not below zero) for such Taxable Year (if applicable, determined in accordance with a Determination or Amended Schedule) reported on the Corporate Taxpayer's IRS Form 1120 (or any successor form) and (ii) the Blended S/L Rate, in each case of clauses (a) and (b) above, calculated in accordance with the definition of Actual Tax Liability and using the same methods, elections, conventions, and similar practices used on the relevant Tax Return, but (A) without taking into account Blocker Attributes, if any, (B) using the Non-Blocker Transferred Basis as reflected on the Attribute Schedule, including amendments thereto for the Taxable Year, (C) using the Non-IPO Basis as reflected on the Attribute Schedule, including amendments thereto for the Taxable Year, (D) using the Non-Exchange Transferred Basis as reflected on the Attribute Schedule, including amendments thereto for the Taxable Year, (E) using the Non-Stepped Up Tax Basis as reflected on the Attribute Schedule, including amendments thereto for the Taxable Year, and (F) excluding any deduction attributable to Imputed Interest attributable to any payment made under this Agreement for the Taxable Year. For the avoidance of doubt, Hypothetical Tax Liability shall be determined without taking into account the carryover or carryback of any Tax item (or portion thereof) that is attributable to a Tax Attribute, as applicable. For the avoidance of doubt, the basis of the Reference Assets in the aggregate for purposes of determining the Hypothetical Tax Liability can never be less than zero.

"**Imputed Interest**" means any interest imputed under Section 1272, Section 1274, or Section 483 or other provision of the Code and any similar provision of state and local Tax law with respect to the Corporate Taxpayer's payment obligations in respect of the Corporate Taxpayer under this Agreement.

"**Independent Directors**" means the members of the Board of Directors of PubCo who are "independent" under the standards of the principal U.S. securities exchange on which the Common Stock is traded or quoted.

"**Intended Tax Treatment**" has the meaning set forth in Section 3.7(f).

"**IPO**" means the initial public offering of Common Stock pursuant to the registration statement on Form S-1 of PubCo.

"**IPO Basis**" means the Tax basis (including, for the avoidance of doubt, Tax basis arising under Section 734(b) of the Code) of any Reference Asset at the time of the IPO that is (i) amortizable under Section 197 of the Code, (ii) depreciable under Section 168 of the Code or (iii) otherwise reported as amortizable or depreciable on IRS Form 4562 for U.S. federal income Tax purposes, in each case of clauses (i) through (iii), to the extent allocable to the Corporate Taxpayer (for the avoidance of doubt, including as a result of Section 704(c) of the Code) as a result of its acquisition of IPO Units.

"**IPO Basis Payment**" means a Tax Benefit Payment attributable to IPO Basis.

"**IPO Basis Percentage**" means, in respect of a Rights Holder, the percentage, the numerator of which is the number of LP Units (assuming that Holdings LP has recapitalized into common units immediately prior to the IPO) that are transferred (either pursuant to the Blocker Reorganization or an Exchange) by such Rights Holder to the Corporate Taxpayer and the denominator of which is the total LP Units held by Rights Holders that would have been outstanding (assuming that Holdings LP has recapitalized into common units immediately prior to the IPO) immediately prior to the IPO.

"**IPO Date**" means the closing date of the IPO.

"**IPO Exchange**" has the meaning set forth in the Recitals of this Agreement.

"**IPO Units**" means the LP Units acquired (directly or indirectly) by PubCo with the net proceeds from the IPO (excluding any LP Units acquired in an Exchange).

"**IRS**" means the U.S. Internal Revenue Service.

"**LP Units**" has the meaning set forth in the Recitals of this Agreement.

"**Market Value**" means the closing price of the Common Stock on the applicable Exchange Date on the national securities exchange or interdealer quotation system on which such Common Stock is then traded or listed, as reported by the *Wall Street Journal*; provided, that if the closing price is not reported by the *Wall Street Journal* for the applicable Exchange Date, then the Market Value shall mean the closing price of the Common Stock on the Business Day immediately preceding such Exchange Date on the national securities exchange or interdealer quotation system on which such Common Stock is then traded or listed, as reported by the *Wall Street Journal*; provided, further, that if the Common Stock is not then listed on a national securities exchange or interdealer quotation system, the Market Value shall mean the cash consideration paid for Common Stock, or the fair market value of the other property delivered for Common Stock, as determined by the Board in good faith.

"**Net Tax Benefit**" has the meaning set forth in Section 3.1(a)(ii).

"**Non-Blocker Transferred Basis**" means, with respect to any Reference Asset at the time of the Blocker Reorganization that is (i) amortizable under Section 197 of the Code, (ii) depreciable under Section 168 of the Code, or (iii) otherwise reported as amortizable or depreciable on IRS Form 4562 for U.S. federal income Tax purposes, the Tax basis (including any Blocker 743(b) Adjustments) that such Reference Asset would have had if the Blocker Transferred Basis at the time of the Blocker Reorganization was equal to zero.

"**Non-Exchange Transferred Basis**" means with respect to any Reference Asset at the time of an Exchange that is (i) amortizable under Section 197 of the Code, (ii) depreciable under Section 168 of the Code or (iii) otherwise reported as amortizable or depreciable on IRS Form 4562 for U.S. federal income Tax purposes, the Tax basis that such Reference Asset would have had if the Exchange Transferred Basis at the time of the IPO or Exchange (as applicable) was equal to zero.

"**Non-IPO Basis**" means, with respect to any Reference Asset at the time of the IPO Exchange that is (i) amortizable under Section 197 of the Code, (ii) depreciable under Section 168 of the Code or (iii) otherwise reported as amortizable or depreciable on IRS Form 4562 for U.S. federal income Tax purposes, the Tax basis that such Reference Asset would have had if the IPO Basis of such Reference Asset at the time of the IPO was equal to zero.

"**Non-Stepped Up Tax Basis**" means, with respect to any Reference Asset at any time, the Tax basis that such asset would have had at such time if no Basis Adjustments had been made.

"**Objection Notice**" has the meaning set forth in Section 2.4(a).

"**Payment Date**" means any date on which a payment is required to be made pursuant to this Agreement.

"**Permitted Assignment**" has the meaning set forth in Section 7.6(a).

"**Person**" means any natural person, sole proprietorship, partnership, trust, unincorporated association, corporation, limited liability company, entity or governmental entity.

"**Pre-Exchange Transfer**" means any transfer (including upon the death of a prior holder) of, or distribution in respect of, one or more LP Units (or interests in any applicable Subsidiaries of Holdings LP or other Persons in which Holdings LP owns a direct or indirect equity interest) (i) that occurs prior to an Exchange of such LP Units and (ii) to which Section 734(b) or Section 743(b) of the Code applies.

"**PSP**" has the meaning set forth within the definition of "Rights Holder Representative".

"**PSP Blocker**" has the meaning set forth in the Recitals of this Agreement.

"**PubCo**" has the meaning set forth in the Preamble.

"**Realized Tax Benefit**" means, for a Taxable Year, the excess, if any, of the Hypothetical Tax Liability over the Actual Tax Liability. If all or a portion of the Actual Tax Liability for the Taxable Year arises as a result of an audit or similar proceeding by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Benefit unless and until there has been a Determination.

"**Realized Tax Detriment**" means, for a Taxable Year, the excess, if any, of the Actual Tax Liability over the Hypothetical Tax Liability. If all or a portion of the Actual Tax Liability for the Taxable Year arises as a result of an audit or similar proceeding by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Benefit unless and until there has been a Determination.

"**Reconciliation Dispute**" has the meaning set forth in Section 7.10.

"**Reconciliation Procedures**" has the meaning set forth in Section 2.4(a).

"**Reference Asset**" means an asset that is held by Holdings LP, or by any of its direct or indirect Subsidiaries treated as a partnership or disregarded entity (but only if such indirect Subsidiaries are held only through Subsidiaries treated as partnerships or disregarded entities) for purposes of the applicable Tax, as of the relevant date. A Reference Asset also includes any asset that is "substituted basis property" under Section 7701(a)(42) of the Code with respect to a Reference Asset. For the avoidance of doubt, a Reference Asset does not include any asset that is held directly or indirectly by a Subsidiary treated as a corporation for U.S. federal income tax purposes.

"**Rights Holder(s)**" has the meaning set forth in the Preamble.

"**Rights Holder Representative**" means, initially, Paine Schwartz Food Chain Fund V GP, L.P. ("**PSP**"), or its designated Affiliate, unless PSP or such designated Affiliate resigns as the Rights Holder Representative by delivering written notice to the Corporate Taxpayer, in which case the Rights Holder Representative shall be the Person appointed from time to time by a majority of the Rights Holders in accordance with their right to receive Early Termination Payments hereunder.

"**Schedule**" means any of the following: (i) an Attribute Schedule, (ii) a Tax Benefit Schedule and (iii) an Early Termination Schedule, and, in each case, any amendments thereto.

"**Section 734(b) Exchange**" means any Exchange that results in a Basis Adjustment under Section 734(b) of the Code.

"**SOFR**" means for each month (or portion thereof), the forward looking term rate based on the secured overnight financing rate administered by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) for a one-month period, on the date two days prior to the first day of such month, as published on an information service as selected by the Rights Holder Representative from time to time in its reasonable discretion; provided, that if (i) adequate and reasonable means do not exist for ascertaining SOFR and such circumstances are unlikely to be temporary or (ii) the supervisor for the administrator of SOFR or a governmental authority having jurisdiction over the Rights Holder Representative or any member of the Corporate Taxpayer has made a public statement identifying a specific date after which SOFR shall no longer be used for determining interest rates for loans, then the Corporate Taxpayer and the Rights Holder Representative shall endeavor to establish an alternate rate of interest to SOFR that gives due consideration to the then prevailing market convention for determining a comparable rate of interest in the United States at such time, and the Corporate Taxpayer and the Rights Holder Representative shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable; and provided, further, that the alternate rate of interest shall be no less than the interest rate equal to SOFR of the prior month.

"**Subsidiary**" means, of any Person, any corporation, association, partnership, limited liability company or other business entity of which more than fifty percent (50%) of the voting power or equity is owned or controlled directly or indirectly by such Person, or one (1) or more of the Subsidiaries of such Person, or a combination thereof.

"**Tax Attributes**" has the meaning set forth in the Recitals of this Agreement.

"**Tax Benefit Payment**" has the meaning set forth in Section 3.1(a)(i).

"**Tax Benefit Schedule**" has the meaning set forth in Section 2.3(a).

"**Tax Claim**" has the meaning set forth in Section 6.1(b).

"**Tax Return**" means any return, declaration, report, information returns, claims for refund, disclosures or similar statement filed or required to be filed with respect to or in connection with taxes (including any related or supporting schedules, attachments, statements or information filed or required to be filed with respect thereto), including any amendments thereof and declarations of estimated tax.

"**Taxable Year**" means a taxable year of the Corporate Taxpayer as defined in Section 441(b) of the Code or comparable section of U.S. state or local income tax law (and which may include a period of more or less than twelve (12) months for which a Tax Return is made), in each case, that ends on or after the IPO Date.

"**Taxes**" means any and all U.S. federal, state, local and foreign taxes, assessments or similar charges that are based on or measured with respect to net income or profits, and any interest related to such Tax.

"**Taxing Authority**" means any domestic, federal, national, state, county or municipal or other local government, any subdivision, agency, commission or authority thereof, or any quasi-governmental body, in each case, exercising any taxing authority or any other authority or jurisdiction of any kind in relation to tax matters.

"**Treasury Regulations**" means the final, temporary and (to the extent they can be relied upon) proposed regulations under the Code promulgated from time to time (including corresponding provisions and succeeding provisions) as in effect for the relevant taxable period.

"**Valuation Assumptions**" means, as of an Early Termination Date, the assumptions that in each Taxable Year ending on or after such Early Termination Date:

(i) the Corporate Taxpayer will have taxable income sufficient to fully utilize the Tax items arising from the Tax Attributes (other than any items addressed in clause (ii) below) during such Taxable Year or future Taxable Years (including, for the avoidance of doubt, Basis Adjustments and Imputed Interest that would result from future payments made under this Agreement that would be paid in accordance with the Valuation Assumptions) in which such deductions would become available;

(ii) any Blocker Attributes or loss carryovers generated by deductions arising from any Tax Attributes that are available as of the date of the Early Termination Date will be used by the Corporate Taxpayer on a pro rata basis from the date of such Early Termination Date through the earlier of (x) the scheduled expiration date under applicable Tax law of such Blocker Attributes or loss carryovers or (y) the fifth (5th) anniversary of the Early Termination Date;

(iii) the U.S. federal, state and local income Tax rates that will be in effect for each such Taxable Year will be those specified for each such Taxable Year by the Code and other law as in effect on the Early Termination Date (except to the extent any change to such Tax rates for such Taxable Year have already been enacted into law) and the Blended S/L Rate will be calculated based on such rates and the apportionment factor applicable in the prior Taxable Year;

(iv) any non-amortizable assets (other than equity interest in any Subsidiary that is treated as an association taxable as a corporation for U.S. federal income Tax purposes) will be disposed of on the fifteenth (15th) anniversary of the applicable Exchange or deemed exchange pursuant to clause (v) (in the case of Basis Adjustments) and any cash equivalents will be disposed of twelve (12) months following the Early Termination Date; provided, that in the event of a Change of Control, such non-amortizable assets shall be deemed disposed of at the time of sale (if applicable) of the relevant asset in the Change of Control (if earlier than such fifteenth (15th) anniversary) (other than equity interest in any subsidiary that is treated as an association taxable as a corporation for U.S. federal income Tax purposes);

(v) if, at the Early Termination Date, there are LP Units that have not been Exchanged, then each such LP Unit shall be deemed Exchanged for the Market Value of such LP Unit;

(vi) with respect to Taxable Years where the Payment Date has passed, any unpaid Tax Benefit Payments and any applicable interest will be paid on the Early Termination Date at the Default Rate; and

(vii) each Tax Benefit Payment for the relevant Taxable Year will be due and payable and satisfied on the due date (without extensions) under applicable law as of the Early Termination Date for filing of IRS Form 1120 (or any successor form) of the Corporate Taxpayer.

"**Vive Aggregator**" has the meaning set forth in the Recitals of this Agreement.

ARTICLE II

DETERMINATION OF REALIZED TAX BENEFIT

Section 2.1 **754 Election**. The Corporate Taxpayer shall cause Holdings LP and each of its applicable direct or indirect Subsidiaries that is treated as a partnership for U.S. federal income Tax purposes to have in effect an election under Section 754 of the Code (or any similar provisions of applicable state, local or non-U.S. tax law) for each Taxable Year. The Corporate Taxpayer shall use commercially reasonable efforts to cause each Person in which Holdings LP owns a direct or indirect equity interest (other than a Subsidiary) that is so treated as a partnership for U.S. federal income Tax purposes to have in effect such an election for each Taxable Year.

Section 2.2 **Attribute Schedule**. Within ninety (90) calendar days after the due date (including extensions) of IRS Form 1120 (or any successor form) of the Corporate Taxpayer for each relevant Taxable Year, the Corporate Taxpayer shall deliver to the Rights Holder Representative, a schedule (an "**Attribute Schedule**") that shows, in reasonable detail necessary to perform the calculations required by this Agreement, (a) the Blocker Attributes, if any, (b) the Blocker Transferred Basis of each Reference Asset, if any, (c) the IPO Basis of each Reference Asset, if any, (d) the Exchange Transferred Basis of each Reference Asset, if any, (e) the Basis Adjustment with respect to the Reference Assets in respect of each Rights Holder as a result of the Exchanges effected in such Taxable Year or any prior Taxable Year by such Rights Holder, if any, (f) the Non-Stepped Up Tax Basis of the Reference Assets in respect of such Rights Holder as of each applicable Exchange Date, if any, (g) the period (or periods) over which the Reference Assets in respect of such Rights Holder are amortizable and/or depreciable and (h) the period (or periods) over which the Blocker Attributes, the Blocker Transferred Basis, the IPO Basis, the Exchange Transferred Basis and each Basis Adjustment is amortizable and/or depreciable. An Attribute Schedule will become final and binding on the parties pursuant to the procedures set forth in Section 2.4(a) and may be amended by the parties pursuant to the procedures set forth in Section 2.4(b) (subject to the procedures set forth in Section 2.4(b)). All costs and expenses incurred in connection with the provision and preparation of the Attribute Schedules and the Tax Benefit Schedules for each Rights Holder in compliance with this Agreement shall be borne by the Corporate Taxpayer.

Section 2.3 **Tax Benefit Schedule**.

(a) Tax Benefit Schedule. Within ninety (90) calendar days after the due date (including extensions) of IRS Form 1120 (or any successor form) of the Corporate Taxpayer for any Taxable Year, the Corporate Taxpayer shall provide to the Rights Holder Representative a schedule showing, in reasonable detail, the calculation of the Realized Tax Benefit and Tax Benefit Payment or the Realized Tax Detriment (and lack of a Tax Benefit Payment), as applicable, Attributable to each Rights Holder for such Taxable Year (a "**Tax Benefit Schedule**"). Each Tax Benefit Schedule will become final as provided in Section 2.4(a) and may be amended as provided in Section 2.4(b) (subject to the procedures set forth in Section 2.4(b)).

(b) Applicable Principles.

(i) General. The Realized Tax Benefit (or the Realized Tax Detriment) for each Taxable Year is intended to measure the decrease (or increase) in the actual liability for Taxes payable or economically borne by the Corporate Taxpayer for such Taxable Year attributable to the Tax Attributes, determined using a "with and without" methodology. Carryovers or carrybacks of any Tax item attributable to any of the Tax Attributes shall be considered to be subject to the rules of the Code and the Treasury Regulations or the appropriate provisions of U.S. Tax law, as applicable, governing the use, limitation and expiration of carryovers or carrybacks of the relevant type, except as otherwise provided by this Agreement. If a carryover or carryback of any Tax item includes a portion that is attributable to any Tax Attribute and another portion that is not, such portions shall be considered to be used in accordance with the "with and without" methodology. The Actual Tax Liability shall be calculated taking into account the Intended Tax Treatment.

(ii) Applicable Principles of Section 734(b) Exchanges. Notwithstanding any provision to the contrary in this Agreement, the Intended Tax Treatment shall not be required to apply to payments hereunder to an Exchanging Holder in respect of a Section 734(b) Exchange by such Exchanging Holder. For the avoidance of doubt, payments made under this Agreement relating to a Section 734(b) Exchange shall not be treated as resulting in a Basis Adjustment to the extent such payments are treated as Imputed Interest. The parties intend that (A) an Exchanging Holder that has made a Section 734(b) Exchange shall, with respect to the Basis Adjustment resulting from such Section 734(b) Exchange or any payments hereunder in respect of such Section 734(b) Exchange, be entitled to Tax Benefit Payments attributable to such Basis Adjustments only to the extent such Basis Adjustments are allocable to the Corporate Taxpayer following such Section 734(b) Exchange (without taking into account any concurrent or subsequent Exchanges) and (B) if, as a result of a subsequent Exchange, an increased portion of the Basis Adjustments resulting from such Section 734(b) Exchange or any payments hereunder in respect of such Section 734(b) Exchange becomes allocable to the Corporate Taxpayer, then the Exchanging Holder that makes such subsequent Exchange shall be entitled to a Tax Benefit Payment calculated in respect of such increased portion.

Section 2.4 Procedures, Amendments.

(a) Procedure. Each time the Corporate Taxpayer delivers to the Rights Holder Representative an applicable Schedule under this Agreement, including any Amended Schedule delivered pursuant to Section 2.4(b), any Early Termination Schedule or any amended Early Termination Schedule, the Corporate Taxpayer shall also (i) deliver to the Rights Holder Representative supporting schedules and work papers, as determined by the Corporate Taxpayer or as reasonably requested by the Rights Holder Representative, that provide a reasonable level of detail regarding the data and calculations that were relevant for purposes of preparing the Schedule and (ii) allow the Rights Holder Representative reasonable access at no cost to the appropriate representatives at the Corporate Taxpayer in connection with a review of such Schedule. Without limiting the generality of the preceding sentence, the Corporate Taxpayer shall ensure that any Tax Benefit Schedule or Early Termination Schedule that is delivered to the Rights Holder Representative, along with any supporting schedules, valuation reports and work papers, provides a reasonably detailed presentation of the calculation of the Actual Tax Liability (the "with" calculation) and the Hypothetical Tax Liability (the "without" calculation) and identifies any assumptions or operating procedures or principles that were used for purposes of such calculations. An applicable Schedule or amendment thereto shall become final and binding on all parties unless the Rights Holder Representative, within thirty (30) calendar days after receiving any Schedule or amendment thereto, provides the Corporate Taxpayer with a notice of an objection to such Schedule or amendment thereto ("**Objection Notice**") or such earlier date as the Rights Holder Representative provides written notice to the Corporate Taxpayer that it has no objections to the Schedule. If the Corporate Taxpayer and Rights Holder Representative, for any reason, are unable to successfully resolve the issues raised in any Objection Notice within thirty (30) calendar days after the Rights Holder Representative gives the Corporate Taxpayer such Objection Notice, the Corporate Taxpayer and the Rights Holder Representative shall employ the reconciliation procedures described in Section 7.10 (the "**Reconciliation Procedures**"), in which case such Schedule or Amended Schedule shall become binding in accordance with Section 7.10.

(b) Amended Schedule. The applicable Schedule for any Taxable Year may be amended from time to time by the Corporate Taxpayer (i) in connection with a Determination affecting such Schedule, (ii) to correct material inaccuracies in the Schedule, including those identified as a result of the receipt of additional factual information relating to a Taxable Year after the date the Schedule was provided to the Rights Holder Representative, (iii) to comply with an Expert's determination under the Reconciliation Procedures, (iv) to reflect a material change in the Realized Tax Benefit or the Realized Tax Detriment for such Taxable Year attributable to a carryback or carryforward of a loss or other tax item to such Taxable Year or (v) to reflect a material change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to an amended Tax Return filed for such Taxable Year (any such Schedule, an "**Amended Schedule**"); provided, however, that an amendment under clause (i) attributable to an audit of a Tax Return by the Corporate Taxpayer, Holdings LP or any of their respective Subsidiaries shall not be made on an Amended Schedule unless and until there has been a Determination with respect to such change. The Corporate Taxpayer shall provide an Amended Schedule to the Rights Holder Representative within thirty (30) calendar days of the occurrence of an event referred to in clauses (i) through (v) of the preceding sentence, and any such Amended Schedule shall be subject to the approval procedures described in Section 2.4(a).

ARTICLE III

TAX BENEFIT PAYMENTS

Section 3.1 Payments; Timing of Payments. Within five (5) Business Days of a Tax Benefit Schedule becoming final in accordance with Section 2.4(a) and Section 7.10, if applicable, the Corporate Taxpayer shall pay to each Rights Holder for such Taxable Year the Tax Benefit Payment determined pursuant to Section 3.1(a) that is Attributable to such Rights Holder. Each such Tax Benefit Payment shall be made by wire transfer of immediately available funds to the bank account previously designated by the applicable Rights Holder to the Corporate Taxpayer, or as otherwise agreed by the Corporate Taxpayer and such Rights Holder. For the avoidance of doubt, (a) no Tax Benefit Payment shall be made in respect of estimated tax payments and (b) the payments provided for pursuant to the above sentence shall be computed separately for each Rights Holder. No Rights Holder shall be required under any circumstances to make a payment or return a payment to the Corporate Taxpayer in respect of any portion of any Tax Benefit Payment previously paid by the Corporate Taxpayer to such Rights Holder (including any portion of any Early Termination Payment).

(a) For purposes of this Agreement:

(i) A "**Tax Benefit Payment**" in respect of a Rights Holder for a Taxable Year means an amount, not less than zero, equal to the sum of (A) the Net Tax Benefit that is Attributable to such Rights Holder and (B) the Accrued Amount with respect thereto. For the avoidance of doubt, for Tax purposes, the Accrued Amount shall not be treated as interest, but instead, shall be treated as additional consideration in the applicable transaction, unless otherwise required by law.

(ii) Subject to Section 3.4, the "**Net Tax Benefit**" for a Taxable Year shall be an amount equal to the excess, if any, of 85% of the Cumulative Net Realized Tax Benefit as of the end of such Taxable Year, over the total amount of payments previously made under the first sentence of Section 3.1(a) (excluding payments attributable to Accrued Amounts); provided, that if there is no such excess (or if a deficit exists), no Rights Holder shall be required to make a payment (or return a payment) to the Corporate Taxpayer in respect of any portion of any Tax Benefit Payment previously made by the Corporate Taxpayer to such Rights Holder.

(iii) The "**Accrued Amount**" with respect to any Net Tax Benefit shall equal an amount determined in the same manner as interest on the Net Tax Benefit calculated at the Agreed Rate from the due date (without extensions) for filing IRS Form 1120 (or any successor form) of the Corporate Taxpayer with respect to Taxes for such Taxable Year until the payment date under Section 3.1(a).

(b) PubCo, Holdings LP and the Rights Holders hereby acknowledge and agree that, as of the date of the Agreement and as of the date of any future Exchange that may be subject to this Agreement, the aggregate value of the Tax Benefit Payments cannot be reasonably ascertained for U.S. federal income and other applicable tax purposes. Notwithstanding anything herein to the contrary, unless otherwise specified by a Rights Holder in a written notice to PubCo, the aggregate Tax Benefit Payments herein (other than amounts accounted for as interest under the Code) with respect to any Exchange by a Rights Holder or other applicable transaction shall not exceed 75% of the fair market value of the consideration received (whether as a cash payment, as Class A Shares or as other consideration, but excluding, for the avoidance of doubt, the fair market value of the Tax Benefit Payments hereunder) in such Exchange or other applicable transaction (such consideration, the "**Exchange Consideration**") such that the stated maximum selling price (within the meaning of Section 15A.453-1(c)(2) of the Treasury Regulations) is equal to 175% of the Exchange Consideration.

Section 3.2 **No Duplicative Payments**. It is intended that the provisions of this Agreement will not result in duplicative payment of any amount (including interest) required under this Agreement. It is also intended that the provisions of this Agreement will result in 85% of the Cumulative Net Realized Tax Benefits of the Corporate Taxpayer, and the Accrued Amounts thereon, being paid to the Rights Holders pursuant to this Agreement. The provisions of this Agreement shall be construed in the appropriate manner so that these fundamental results are achieved.

Section 3.3 **Payments in United States Dollars**. All payments to be made under this Agreement shall be made in United States dollars.

Section 3.4 **Pro Rata Payments**. Notwithstanding anything in Section 3.1 to the contrary, to the extent that the aggregate potential Realized Tax Benefit of the Corporate Taxpayer with respect to the Tax Attributes is limited in a particular Taxable Year because the Corporate Taxpayer does not have sufficient taxable income, the Net Tax Benefit for that Taxable Year shall be allocated among all parties then-eligible to receive Tax Benefit Payments under this Agreement in proportion to the amounts of Net Tax Benefit for that Taxable Year, respectively, that would have been Attributable to each Rights Holder if the Corporate Taxpayer had sufficient taxable income so that there were no such limitation.

Section 3.5 **Payment Ordering**. If for any reason the Corporate Taxpayer does not fully satisfy its payment obligations to make all Tax Benefit Payments due under this Agreement in respect of a particular Taxable Year, then the Corporate Taxpayer and the Rights Holders agree that (a) Tax Benefit Payments for such Taxable Year shall be allocated to all parties eligible to receive Tax Benefit Payments under this Agreement in such Taxable Year in proportion to the amounts of Tax Benefit Payments, respectively, that would have been made to each Rights Holder if the Corporate Taxpayer had sufficient cash available to make such Tax Benefit Payments and (b) no Tax Benefit Payments shall be made in respect of any Taxable Year until all Tax Benefit Payments to all Rights Holders in respect of all prior Taxable Years have been made in full.

Section 3.6 **IPO Basis Exchange**. Notwithstanding anything to the contrary herein, any and all Tax Benefit Payments that would otherwise be made pursuant to this Agreement to the Exchanging Holder with respect to any IPO Basis shall be held in cash by the Corporate Taxpayer for the benefit of the Exchanging Holder (without any interest thereon) (such withheld amount, the "**Accrued Payment**"). Promptly following the time the Exchanging Holder has exchanged Units, such Accrued Payment Attributable to Exchanging Holder with respect to the exchanged Units shall be paid by the Corporate Taxpayer to the Exchanging Holder.

Section 3.7 **Intended Tax Treatment**. The parties hereto agree that it is their intention, for U.S. federal (and applicable state and local) income tax purposes, that:

(a) A Tax Benefit Payment paid to a Rights Holder that is an Exchanging Holder in respect of an LP Unit that is subject to the Exchange Agreement shall be treated as in part additional purchase price for such LP Unit and in part Imputed Interest;

(b) A Tax Benefit Payment (other than Imputed Interest thereon) paid to a Blocker Shareholder in respect of an LP Unit that was acquired by the Corporate Taxpayer pursuant to the Blocker Reorganization or otherwise attributable to the Blocker Transferred Basis, Blocker Attributes, or IPO Basis (with respect to an IPO Basis Payment received in respect of the Blocker Reorganization) shall be treated as nonqualifying property or money for purposes of Section 351 and/or Section 356 of the Code or otherwise as a distribution pursuant to Section 304 of the Code, as applicable, received in the Blocker Reorganization;

(c) each Exchange shall give rise to Basis Adjustments;

(d) all Tax Benefit Payments (other than Imputed Interest thereon) attributable to the Exchange Transferred Basis, Basis Adjustments or IPO Basis (with respect to an IPO Basis Payment received as a result of an Exchange) shall be treated as subsequent upward purchase price adjustments with respect to the LP Units exchanged in the applicable Exchange that have the effect of creating additional Basis Adjustments to Reference Assets in the year of payment; and

(e) the portion of the Tax Benefit Payment that must be accounted for as Imputed Interest shall be deductible by the Corporate Taxpayer (clauses (a) through (e), collectively, the "**Intended Tax Treatment**").

ARTICLE IV

TERMINATION

Section 4.1 **Termination of Agreement; Elective Early Termination; Automatic Early Termination**.

(a) In General. This Agreement shall terminate at the time that all Tax Benefit Payments have been made to the Rights Holders under this Agreement.

(b) Elective Early Termination. Notwithstanding Section 4.1(a), with the written approval of a majority of the Independent Directors, the Corporate Taxpayer may terminate this Agreement by paying to the Rights Holders the Early Termination Payment, together with the other amounts required by this paragraph. If the Corporate Taxpayer chooses to exercise its right of early termination pursuant to this Section 4.1(b), the Corporate Taxpayer shall deliver to the Rights Holder Representative irrevocable written notice of such decision to exercise such right ("**Early Termination Notice**") and a schedule (the "**Early Termination Schedule**") showing in reasonable detail the calculation of the Early Termination Payment. The Early Termination Schedule shall become final and binding on all parties in accordance with the procedures set forth Section 2.4(a). Upon finalization of the Early Termination Schedule, the Corporate Taxpayer shall pay to each Rights Holders at the time set forth in Section 4.2, such Rights Holder's Attributable portion of (i) the Early Termination Payment, (ii) any Tax Benefit Payment due and payable but unpaid as of the date of the Early Termination Notice and (iii) any Tax Benefit Payment due for a Taxable Year ending prior to, with or including the date of the Early Termination Notice (except to the extent that such amount is included in the Early Termination Payment).

(c) Acceleration Upon Material Breach of This Agreement. In the event that the Corporate Taxpayer breaches in any material respect any of its obligations under this Agreement, whether as a result of a failure to make a payment when due, failure to honor any other material obligations required hereunder or by operation of law as a result of the rejection of this Agreement in a case commenced under bankruptcy laws or otherwise, then all obligations hereunder shall be accelerated, the Corporate Taxpayer shall be deemed to have delivered an Early Termination Notice on the first date of such breach and the Corporate Taxpayer shall pay to the Rights Holders at the time specified in Section 4.2, such Rights Holder's Attributable portion of (i) the Early Termination Payment, (ii) any Tax Benefit Payment that is due and payable but unpaid as of such date and (iii) any Tax Benefit Payment due for the Taxable Year ending prior to, with or including such date (except to the extent that such amount is included in the Early Termination Payment). The parties agree that the failure to make any payment due pursuant to this Agreement within three (3) months of the date such payment is due shall be deemed to be a material breach of an obligation under this Agreement for all purposes of this Agreement.

(d) Acceleration Upon Change of Control. In the event of a Change of Control, all obligations hereunder shall automatically accelerate and become due and payable at the closing of such Change of Control. In such event, the Corporate Taxpayer shall be deemed to have delivered an Early Termination Notice on the date of such Change of Control and the Corporate Taxpayer shall pay to the Rights Holders at the time specified in Section 4.2 (i) the Early Termination Payment, (ii) any Tax Benefit Payment that is due and payable but unpaid as such date and (iii) any Tax Benefit Payment due for the Taxable Year ending prior to, with or including such date (except to the extent that such amount is included in the Early Termination Payment). The Corporate Taxpayer shall use its reasonable best efforts to provide to the Rights Holder Representative an Early Termination Schedule showing in reasonable detail the calculation of the Early Termination Payment with respect to an expected Change of Control as far in advance as is reasonably practicable of such Change of Control (but no more than thirty (30) Business Days in advance) so as to enable the calculation of the Early Termination Payment to be finalized pursuant to Section 2.4(a) prior to the date of the effective date of the Change of Control. Notwithstanding the foregoing, where the parties anticipate a Change of Control but are not certain of the date on which such Change of Control will occur, the Corporate Taxpayer and the Rights Holder Representative may agree to base the calculations contemplated by this Section 4.1(d) on a date other than the closing date of the Change of Control.

(e) For the avoidance of doubt, this Section 4.1 shall not prevent (i) the Corporate Taxpayer and the Rights Holder Representative from negotiating a termination of the Rights Holders' rights under this Agreement in exchange for a payment that is different than the Early Termination Payment and which is binding on all Rights Holders or (ii) the Rights Holder Representative from waiving any of the rights of the Rights Holders under this Section 4.1.

Section 4.2 Payment upon Early Termination Event.

(a) Any amount required to be paid pursuant to Section 4.1(b) or Section 4.1(c) shall be paid within five (5) Business Days after the corresponding Early Termination Schedule is finalized pursuant to Section 2.4. Any amount required to be paid pursuant to Section 4.1(d) shall be paid on the date of the closing of the Change of Control. All such payments shall be made by wire transfer of immediately available funds to the respective bank accounts designated by the Rights Holders, or as otherwise agreed by the Corporate Taxpayer and the Rights Holder Representative.

(b) The "**Early Termination Payment**" with respect to an Early Termination Event shall equal the present value as of the corresponding Early Termination Date, discounted at the Early Termination Rate as of such date, of all Tax Benefit Payments that would be required to be paid by the Corporate Taxpayer to the Rights Holders beginning from the Early Termination Date, calculated by applying the Valuation Assumptions.

ARTICLE V

PAYMENT MECHANICS AND COMPLIANCE WITH INDEBTEDNESS

Section 5.1 **Late Payments**. The amount of all or any portion of any Tax Benefit Payment or Early Termination Payment (or other payment pursuant to Section 4.1 or Section 4.2) not made by the Corporate Taxpayer to the Rights Holders when due under the terms of this Agreement (other than pursuant to Section 5.2) shall accrue interest at the Default Rate commencing from the date on which such payment was due and payable.

Section 5.2 **Compliance with Indebtedness**. Notwithstanding anything to the contrary herein, if, at the time any amounts become due and payable hereunder, the Corporate Taxpayer is not permitted, pursuant to the terms of the Corporate Taxpayer's debt financing arrangements, to pay such amounts, or the Corporate Taxpayer's Subsidiaries are not permitted, pursuant to the terms of the Corporate Taxpayer's (or the applicable Subsidiary's) debt financing arrangements, to make dividends, loans or other transfers to the Corporate Taxpayer to allow the Corporate Taxpayer to pay such amounts, then the Corporate Taxpayer shall by notice to the Rights Holder Representative be permitted to defer the payment of such amounts to the minimum extent necessary until each condition rendering the payment of such amounts impermissible as described in this Section 5.2 is no longer applicable. At the time such condition is no longer applicable and no other such condition exists, such amounts (together with accrued and unpaid interest thereon as described in this Section 5.2) shall become due and payable immediately. If the Corporate Taxpayer defers the payment of any such amounts pursuant to the first sentence in this Section 5.2, such amounts shall accrue interest at the Agreed Rate from the date that such amounts originally became due and owing pursuant to the terms hereof until the date that such amounts are paid. For the avoidance of doubt, any payment not made due to the preceding sentence shall not be deemed a breach under Section 4.1(c) unless and until such payment remains unpaid thirty (30) calendar days after the date on which such condition described in this Section 5.2 is no longer applicable. The Corporate Taxpayer agrees to use commercially reasonable efforts to cure (and to cause its Subsidiaries to cure) any condition rendering the payment of such amounts impermissible as described in this Section 5.2 and to cause the Corporate Taxpayer and its Subsidiaries to pay dividends or make loans (including, to the extent commercially reasonable, granting access to any revolving credit facility or other source of liquidity to facilitate the payment of such dividends or loans), to the extent consistent with the terms of their outstanding debt financing arrangements and any applicable law, to the extent necessary to make payments hereunder.

Section 5.3 **Conflicting Agreements**. Unless the Rights Holder Representative otherwise agrees in writing, the Corporate Taxpayer shall use commercially reasonable efforts not to, and shall cause its Subsidiaries to use commercially reasonable efforts not to, enter into any material agreement or indenture or any material amendment or other material modification to any agreement or indenture (including, in each case, in connection with any refinancing) or incur, create or assume any material liabilities or other material obligations in respect of indebtedness for borrowed money (excluding any trade payables, intercompany debt or similar obligations) ("**Senior Obligations**"), in each case, after the date hereof, that would reasonably be expected to, directly or indirectly, materially impede (or further impede) the Corporate Taxpayer's ability to make payments under this Agreement (other than any Early Termination Payment) in accordance with its terms, including any agreement that would reasonably be expected to, directly or indirectly, materially impede (or further impede) the ability of the Corporate Taxpayer to pay amounts payable under this Agreement or the ability of any Subsidiary of the Corporate Taxpayer to upstream cash (by dividend, loan or other transfer) to the Corporate Taxpayer to fund amounts payable by the Corporate Taxpayer under this Agreement (other than any Early Termination Payment). Notwithstanding any other provision of this Agreement to the contrary, to the extent that the Corporate Taxpayer or any of its Affiliates enters into future Tax receivable or other similar agreements ("**Future TRAs**"), the Corporate Taxpayer shall ensure that the terms of any such Future TRA shall provide that the Tax Attributes subject to this TRA Agreement shall be senior in priority in all respects to any Tax attributes subject to any such Future TRA for purposes of calculating the amount and timing of payments under any such Future TRA and that there is no duplication of Tax Attributes (and payments with respect thereto) that are subject to this Agreement and Tax attributes (and payment obligations with respect thereto) that are subject to any Future TRAs. For the avoidance of doubt, any payment required to be made by the Corporate Taxpayer to the Rights Holders under this Agreement shall be pari passu in right of payment with all current or future unsecured obligations of the Corporate Taxpayer and its Subsidiaries that are not Senior Obligations.

ARTICLE VI

NO DISPUTES; CONSISTENCY; COOPERATION

Section 6.1 Participation in the Corporate Taxpayer's and Holdings LP's Tax Matters.

(a) Except as otherwise provided in this Agreement, the Corporate Taxpayer and Holdings LP shall have full responsibility for, and sole discretion over, all tax matters concerning the Corporate Taxpayer and Holdings LP, respectively, including the preparation, filing or amending of any Tax Return and defending, contesting or settling any issue pertaining to Taxes, subject to a requirement that the Corporate Taxpayer and Holdings LP, as applicable act in good faith in connection with their direct or indirect control of any matter which is reasonably expected to affect the Rights Holders' rights and obligations under this Agreement.

(b) Notwithstanding the foregoing, the Corporate Taxpayer or Holdings LP, as applicable, shall notify the Rights Holder Representative in writing of the commencement of, and keep the Rights Holder Representative reasonably informed with respect to, any tax audit or tax administrative or judicial proceeding of the Corporate Taxpayer (or its Subsidiaries) or Holdings LP by a Taxing Authority the outcome of which could reasonably be expected to adversely affect the timing of, or the amount of, any Tax Benefit Payment (any "**Tax Claim**"), and shall give the Rights Holder Representative reasonable opportunity to provide information and participate in the applicable portion of such Tax Claim, including attending any meetings with any Taxing Authority, employing counsel separate from the counsel employed by the Corporate Taxpayer or Holdings LP, as applicable, and having a reasonable opportunity to comment on and approve all material submissions made by the Corporate Taxpayer or Holdings LP, as applicable, to any Taxing Authority. Notwithstanding anything herein to the contrary, without the consent of the Rights Holder Representative, which consent shall not be unreasonably withheld, conditioned or delayed, the Corporate Taxpayer or Holdings LP, as applicable, shall not, and shall cause each respective Subsidiary not to, (i) change any accounting method, or amend or take any position inconsistent with a previously filed Tax Return of any such entity, in each case, if such action could materially and adversely affect the Tax Benefit Payments or (ii) settle or otherwise resolve any Tax Claim, if such settlement could have a materially adverse effect on a Rights Holder's rights (including the right to receive payments) under this Agreement.

Section 6.2 Cooperation. Each of the Corporate Taxpayer, Holdings LP and the Rights Holder Representative shall (subject to customary confidentiality undertakings) (a) furnish to the other parties in a timely manner such information, documents and other materials as the other party (or parties) may reasonably request for purposes of making or approving any determination or computation necessary or appropriate under this Agreement, preparing any Tax Return or contesting, participating in, or defending any audit, examination or controversy with any Taxing Authority, including pursuant to Section 6.1, (b) make itself available to the other parties and their respective representatives to provide explanations of documents and materials and such other information as the requesting party or its representatives may reasonably request in connection with any of the matters described in clause (a) above, and (c) reasonably cooperate in connection with any such matter. Upon the request of any Rights Holder, the Corporate Taxpayer shall cooperate in taking any action reasonably requested by such Rights Holder in connection with (i) its Tax or financial reporting or (ii) the consummation of any assignment or transfer of any of its rights and/or obligations under this Agreement, including providing any information (including projections of taxable income and Tax Benefit Payments) and executing any documentation. In addition, the Corporate Taxpayer shall not, and shall cause each of its Subsidiaries not to, take any action or omit to take any action, in each case, that has the primary purpose of circumventing the attainment of or otherwise reducing any Tax Benefit Payment or Early Termination Payment under this Agreement or triggering an Early Termination Event under this Agreement.

Section 6.3 **Consistency**. The Corporate Taxpayer and the Rights Holders agree to report and cause to be reported for all purposes, including U.S. federal, state and local Tax purposes and financial reporting purposes, all Tax-related items (including the Basis Adjustments and each Tax Benefit Payment) in a manner consistent with that contemplated by this Agreement or specified by the Corporate Taxpayer in any Schedule required to be provided by or on behalf of the Corporate Taxpayer under this Agreement unless otherwise required by law. The Corporate Taxpayer shall (and shall cause Holdings LP and its other Subsidiaries to) use commercially reasonable efforts (for the avoidance of doubt, taking into account the interests and entitlements of all Rights Holders under this Agreement) to defend the Tax treatment contemplated by this Agreement, including the Intended Tax Treatment, and any Schedule in any audit, contest or similar proceeding with any Taxing Authority.

ARTICLE VII

MISCELLANEOUS

Section 7.1 **Notices**. All notices, requests, claims, demands and other communications to be given or delivered under this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered (or, if delivery is refused, upon presentment) or sent by email (unless the party delivering such notice receives notice of transmission failure), (b) one (1) Business Day following delivery by reputable overnight express courier (charges prepaid) or (c) three (3) calendar days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing pursuant to the provisions of this Section 7.1, notices, demands and other communications shall be sent to the addresses indicated below:

If to PubCo or the Corporate Taxpayer, to:

c/o Suja Life, Inc.
3841 Ocean Ranch Blvd.
Oceanside, CA 92056
Attn: Maria Stipp
Jeff Pederson
Email: [***]
[***]

with a copy, in any case, to:

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654
Attn: Corey D. Fox, P.C.
Peter Stach, P.C.
Michael P. Keeley, P.C.
Kevin Stocks
Email: [***]
[***]
[***]
[***]

If to Holdings LP, to:

c/o Suja Life, Inc.
3841 Ocean Ranch Blvd.
Oceanside, CA 92056
Attn: Maria Stipp
Jeff Pederson
Email: [***]
[***]

with a copy, in any case, to:

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654
Attn: Corey D. Fox, P.C.
Peter Stach, P.C.
Michael P. Keeley, P.C.
Kevin Stocks
Email: [***]
[***]
[***]
[***]

If to the Rights Holder Representative, to:

c/o Paine Schwartz Partners, LLC
610 Broadway
3rd Floor
New York, NY 10012
Attn: Kevin Schwartz
Alex Corbacho
Lee Nussbaum
Nina Callahan
Email: [***]
[***]
[***]
[***]

with a copy, in any case, to:

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654
Attn: Corey D. Fox, P.C.
Peter Stach, P.C.
Michael P. Keeley, P.C.
Kevin Stocks
Email: [***]
[***]
[***]
[***]

Section 7.2 **Counterparts**. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Delivery of an executed signature page to this Agreement by facsimile or email transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

Section 7.3 **Entire Agreement; No Third-Party Beneficiaries**. This Agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter in any way. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.4 **Governing Law**. The law of the State of Delaware shall govern (a) all claims or matters related to or arising from this Agreement (including any tort or non-contractual claims) and (b) any questions concerning the construction, interpretation, validity and enforceability of this Agreement, and the performance of the obligations imposed by this Agreement, in each case without giving effect to any choice-of-law or conflict-of-law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

Section 7.5 **Severability**. If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any governmental entity, all other provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 7.6 **Successors; Assignment; Amendments; Waivers**.

(a) No Rights Holder (other than a Rights Holder that is an Affiliate of PSP) may assign its rights under this Agreement without the prior written consent of the Rights Holder Representative. The Rights Holder Representative and any Rights Holder that is an Affiliate of PSP may assign its rights under this Agreement to any Person. Unless otherwise determined by the Corporate Taxpayer in its sole discretion, any permitted assignee of any party hereto shall execute and deliver a joinder to this Agreement in the form attached hereto as Exhibit A. Any permitted assignment of any such assignee's rights in accordance with the requirements of this Section 7.6(a) shall be referred to herein as a "**Permitted Assignment**", and Schedule A hereto shall be amended to reflect such Permitted Assignment.

(b) This Agreement may only be amended with the written approval of the Corporate Taxpayer and the Rights Holder Representative. No provision of this Agreement may be waived unless such waiver is in writing and signed by the party against whom the waiver is to be effective; provided, that, the Rights Holder Representative may waive any provision on behalf of any Rights Holder.

(c) All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit and burden of and shall be enforceable by the parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives, including any permitted assignee pursuant to a Permitted Assignment. The Corporate Taxpayer shall require and cause any direct or indirect successor (whether by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Corporate Taxpayer, by written agreement, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Corporate Taxpayer would be required to perform if no such succession had taken place.

Section 7.7 **Headings, Titles, and Subtitles**. The headings, titles, and subtitles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 7.8 **Waiver of Jury Trial**. TO THE MAXIMMUM EXTENT PERMITED BY LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION, ACTION, PROCEEDING, CROSS-CLAIM, OR COUNTERCLAIM IN ANY COURT (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH (A) THIS AGREEMENT OR THE VALIDITY, PERFORMANCE, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF OR (B) THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, AUTHORIZATION, EXECUTION, DELIVERY, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

Section 7.9 **Resolution of Disputes**. Other than with respect to any disputes under Section 2.4, Section 4.1, or Section 4.2 (which are to be resolved pursuant to Section 7.10), the state and federal courts located within the State of Delaware shall have exclusive jurisdiction over any and all disputes between the parties hereto, whether at law or in equity or otherwise, arising out of or relating to this Agreement and the agreements, instruments and documents contemplated hereby, and the parties hereto consent to and agree to be subject to the exclusive jurisdiction of such courts. The parties acknowledge that the form designated by this Section 7.9 has a reasonable relation to this Agreement and to the parties' relationship with one another.

Section 7.10 **Reconciliation**. In the event that the Corporate Taxpayer and the Rights Holder Representative are unable to resolve a disagreement with respect to the matters governed by Section 2.4, Section 4.1, and Section 4.2 within the relevant period designated in this Agreement (including the finalization of any Schedule or the amount of any Tax Benefit Payment or Early Termination Payment (or other payment pursuant to the Section 4.1) required to be made by the Corporate Taxpayer to the Rights Holders under this Agreement) (a "**Reconciliation Dispute**"), the Reconciliation Dispute shall be submitted for determination to a nationally recognized expert in the particular area of disagreement (the "**Expert**") mutually acceptable to both parties. The Expert shall be a nationally recognized accounting, law, consulting or valuation firm mutually selected by the Corporate Taxpayer and the Rights Holder Representative. The Corporate Taxpayer and the Rights Holder Representative shall instruct the Expert to, and the Expert shall, make a final determination of such Reconciliation Dispute in accordance with the guidelines and procedures set forth in this Agreement. The Corporate Taxpayer and the Rights Holder Representative will reasonably cooperate with the Expert during the term of its engagement. The Corporate Taxpayer and the Rights Holder Representative shall instruct the Expert not to, and the Expert shall not, assign a value to any item in dispute greater than the greatest value for such item assigned by the Corporate Taxpayer, on the one hand, or the Rights Holder Representative, on the other hand, or less than the smallest value for such item assigned by the Corporate Taxpayer, on the one hand, or the Rights Holder Representative, on the other hand. The Corporate Taxpayer and the Rights Holder Representative shall also instruct the Expert to, and the Expert shall, make its determination based solely on presentations by the Corporate Taxpayer and the Rights Holder Representative that are in accordance with the guidelines and procedures set forth in this Agreement and not on the basis of an independent review. If the Reconciliation Dispute is not resolved before any payment that is the subject of the Reconciliation Dispute is due or any Tax Return reflecting the subject of the Reconciliation Dispute is due, such payment shall be made on the date prescribed by this Agreement and such Tax Return may be filed as prepared by the Corporate Taxpayer, subject to adjustment or amendment upon resolution. The costs and expenses relating to the engagement of such Expert or the amendment of any Tax Return shall be borne by the Corporate Taxpayer, except that the Rights Holder Representative shall pay a portion of the fees and expenses of the Expert equal to the percentage by which the portion of the disputed amounts not awarded to Rights Holders (if any) bears to the aggregate amount actually disputed. Any dispute as to whether a dispute is a Reconciliation Dispute, within the meaning of this Section 7.10 shall be decided by the Expert. The Expert shall finally determine any Reconciliation Dispute and the determinations of the Expert pursuant to this Section 7.10 shall be binding on the Corporate Taxpayer and the Rights Holder Representative and may be entered and enforced in any court having jurisdiction.

Section 7.11 **Withholding**. The Corporate Taxpayer shall be entitled to deduct and withhold from any payment payable pursuant to this Agreement such amounts as the Corporate Taxpayer is required to deduct and withhold with respect to the entering into this Agreement or the making of such payment under the Code, or any applicable provision of state, local or non-U.S. tax law; provided, that the Corporate Taxpayer (a) gives ten (10) days' advance written notice of its intention to make such withholding to the Rights Holder Representative, (b) identifies the legal basis requiring such withholding and (c) gives the Rights Holder Representative a reasonable opportunity to establish that such withholding is not legally required or may be reduced. To the extent that amounts are so withheld and paid over to the appropriate Taxing Authority by the Corporate Taxpayer, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the applicable Rights Holder. The Corporate Taxpayer shall provide evidence of such payments to the Rights Holders to the extent that such evidence is available. Each Rights Holder shall deliver to the Corporate Taxpayer at (i) the time such Rights Holder becomes a Rights Holder and (ii) the reasonable request of the Corporate Taxpayer, such properly completed and executed documentation reasonably requested by the Corporate Taxpayer as will permit such payments to be made without withholding or at a reduced rate of withholding (including IRS Form W-9 or the appropriate IRS Form W-8, as applicable).

Section 7.12 **Admission of the Corporate Taxpayer into a Consolidated Group; Transfers of Corporate Assets**.

(a) If the Corporate Taxpayer or any of its Subsidiaries is or becomes a member of an affiliated, consolidated, combined or unitary group of corporations that files a consolidated, combined or unitary income Tax Return pursuant to Sections 1501 et seq. of the Code or any corresponding provisions of state, local or foreign Tax law, then (i) the provisions of this TRA Agreement shall be applied with respect to the group as a whole and (ii) Tax Benefit Payments, Early Termination Payments and other applicable items hereunder shall be computed with reference to the consolidated, combined or unitary taxable income of the group as a whole.

(b) If any Person the income of which is included in the income of the Corporate Taxpayer or its Subsidiaries or the Corporate Taxpayer's or its Subsidiaries' affiliated or consolidated group transfers one or more Reference Assets to a corporation (or a Person classified as a corporation for U.S. federal income tax purposes) with which such entity does not file a consolidated Tax Return pursuant to Section 1501 of the Code or any corresponding provisions of state, local or non-U.S. Tax law, such entity, for purposes of calculating the amount of any Tax Benefit Payment or Early Termination Payment due hereunder, shall be treated as having disposed of such Reference Asset in a fully taxable transaction on the date of such contribution. The consideration deemed to be received in a transaction contemplated in the prior sentence shall be equal to the fair market value of the deemed transferred Reference Asset, *plus* (i) the amount of debt to which such Reference Asset is subject, in the case of a transfer of an encumbered asset, or (ii) the amount of debt allocated to such Reference Asset, in the case of a transfer of a partnership interest. The transactions described in this Section 7.12(b) shall be taken into account in determining the Realized Tax Benefit or Realized Tax Detriment, as applicable, for such Taxable Year based on the income, gain or loss deemed allocated to the Corporate Taxpayer and its Subsidiaries using the Non-Blocker Transferred Basis, Non-Exchange Transferred Basis, Non-IPO Basis and Non-Stepped Up Tax Basis of the Reference Assets in calculating its Hypothetical Tax Liability for such Taxable Year and using the actual Tax basis of the Reference Assets in calculating its Actual Tax Liability, determined using the "with and without" methodology. Thus, for example, in determining the Hypothetical Tax Liability of the Corporate Taxpayer or its Subsidiaries the taxable income of the Corporate Taxpayer or its Subsidiaries shall be determined by treating Holdings LP as having sold the applicable Reference Asset for its fair market value, recovering any basis applicable to such Reference Asset (using the Non-Blocker Transferred Basis, Non-Exchange Transferred Basis, Non-IPO Basis and Non-Stepped Up Tax Basis), while the Actual Tax Liability of the Corporate Taxpayer or its Subsidiaries would be determined by recovering the actual Tax basis of the Reference Asset that reflects any Blocker Transferred Basis, Exchange Transferred Basis, IPO Basis and Basis Adjustments. For purposes of this Section 7.12, a transfer of a partnership interest shall be treated as a transfer of the transferring partner's share of each of the assets and liabilities of that partnership.

Section 7.13 Confidentiality.

(a) The Rights Holders and the Rights Holder Representative acknowledge and agree that the information of the Corporate Taxpayer is confidential and, except in the course of performing any duties as necessary for the Corporate Taxpayer, as required by law or legal process or to enforce the terms of this Agreement, shall keep and retain in confidence and not disclose to any Person any confidential matters of the Corporate Taxpayer acquired pursuant to this Agreement.

(b) This Section 7.13 shall not restrict (i) the disclosure of any information that has been made publicly available by the Corporate Taxpayer, becomes public knowledge (except as a result of an act of any Rights Holder, the Rights Holder Representative or any of their Affiliates in violation of this Agreement) or is generally known to the business community, (ii) the disclosure of information to its personnel and representatives who are subject to confidentiality obligations or otherwise to the extent reasonably necessary for any Rights Holder or its Affiliates to prepare and file its Tax Returns, to respond to any inquiries regarding the same from any Taxing Authority or to prosecute or defend any action, proceeding or audit by any Taxing Authority with respect to such Tax Returns or (iii) the disclosure of information to any direct or indirect current, former or prospective limited partners of any Rights Holder so long as such Persons are apprised of the confidential nature thereof. Notwithstanding anything to the contrary in this Agreement, each Rights Holder (and each employee, representative or other agent of such Rights Holder, as applicable) may disclose the tax treatment and tax structure of (A) the Corporate Taxpayer, (B) the transactions, if any, entered into in connection with this Agreement, (C) this Agreement and (D) any of the transactions of the Corporate Taxpayer, and all materials of any kind (including opinions or other tax analyses) that are provided to the Rights Holders relating to such tax treatment and tax structure.

Section 7.14 Rules of Construction. Unless otherwise specified herein:

(a) For purposes of interpretation of this Agreement:

(i) the words “herein,” “hereto,” “hereof” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision thereof;

(ii) any accounting term used and not otherwise defined in this Agreement has the meaning assigned to such term in accordance with GAAP;

(iii) unless specified otherwise, references to an Article, Section or clause refer to the appropriate Article, Section or clause in this Agreement;

(iv) the terms “include” or “including” are by way of example and not limitation and shall be deemed followed by the words “without limitation”;

(v) the word “if” and other words of similar import when used herein shall be deemed in each case to be followed by the phrase “and only if”; and

(vi) the term “documents” includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(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 are included for convenience of reference only and shall not affect the interpretation of this Agreement.

(d) Unless otherwise expressly provided herein, references to any law (including the Code) include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law.

(e) Where a word is defined herein, references to the singular shall include references to the plural and vice versa.

(f) With regard to all dates, deadlines and time periods set forth or referred to in this Agreement, time is of the essence. If the date specified for giving any notice or taking any action is not a Business Day (or if the period during which any notice is required to be given or any action taken expires on a date which is not a Business Day), then the date for giving such notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) shall be automatically extended to the next date which is a Business Day.

Section 7.15 **Rights Holder Representative**. By executing this Agreement, each of the Rights Holders shall be deemed to have irrevocably constituted the Rights Holder Representative as his, her or its agent, proxy and attorney in fact with full power of substitution to act from and after the date hereof and to do any and all things and execute any and all documents on behalf of such Rights Holders which may be necessary, convenient or appropriate to facilitate any matters under this Agreement, including: (i) execution of the documents and certificates required pursuant to this Agreement; (ii) except to the extent specifically provided in this Agreement, receipt and forwarding of notices and communications pursuant to this Agreement; (iii) administration of the provisions of this Agreement; (iv) any and all consents, waivers, amendments or modifications deemed by the Rights Holder Representative, in its sole and absolute discretion, to be necessary or appropriate under this Agreement (including a termination of the Corporate Taxpayer's obligations) and the execution or delivery of any documents that may be necessary or appropriate in connection therewith; (v) amending this Agreement or any of the instruments to be delivered to the Corporate Taxpayer pursuant to this Agreement; (vi) taking actions the Rights Holder Representative is expressly authorized to take pursuant to the other provisions of this Agreement; (vii) negotiating and compromising, on behalf of such Rights Holders, any dispute that may arise under, and exercising or refraining from exercising any remedies available under, this Agreement or any other agreement contemplated hereby and executing, on behalf of such Rights Holders, any settlement agreement, release or other document with respect to such dispute or remedy; and (viii) engaging attorneys, accountants, agents or consultants on behalf of such Rights Holders in connection with this Agreement or any other agreement contemplated hereby and paying any fees related thereto. The Rights Holder Representative may resign upon thirty (30) calendar days' written notice to the Corporate Taxpayer. All reasonable and documented out-of-pocket costs and expenses incurred by the Rights Holder Representative in its capacity as such shall be promptly reimbursed by the Corporate Taxpayer upon presentation of an invoice and reasonable support therefor by the Rights Holder Representative. To the fullest extent permitted by law, none of the Rights Holder Representative, any of its Affiliates, or any of the Rights Holder Representative's or Affiliate's directors, officers, employees or other agents (each, a "**Covered Person**") shall be liable, responsible or accountable in damages or otherwise to any Rights Holder, Holdings LP or the Corporate Taxpayer for damages arising from any action taken or omitted to be taken by the Rights Holder Representative or any other Person with respect to Holdings LP or the Corporate Taxpayer, except in the case of any action or omission which constitutes, with respect to such Person, willful misconduct or fraud, and each Rights Holder shall indemnify, defend and hold harmless the Rights Holder Representative for any losses, liabilities or damages arising out of the Rights Holder Representative's performance of its duties hereunder. Each of the Covered Persons may consult with legal counsel, accountants and other experts selected by it, and any act or omission suffered or taken by it on behalf of the Rights Holders or in furtherance of the interest of the Rights Holders in good faith in reliance upon and in accordance with the advice of such counsel, accountants or other experts shall create a rebuttable presumption of the good faith and due care of such Covered Person with respect to such act or omission; provided, that such counsel, accountants or other experts were selected with reasonable care. Each of the Covered Person may rely in good faith upon, and shall have no liability to Holdings LP, the Corporate Taxpayer or the Rights Holders for acting or refraining from acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Rights Holders irrevocably agrees that such agency is coupled with an interest and is therefore irrevocable without the written consent of the Rights Holder Representative and will survive the death, incapacity, dissolution, liquidation or bankruptcy of such Rights Holder.

Section 7.16 **Partnership Agreement**. To the extent this Agreement imposes obligations on Holdings LP or any partner of Holdings LP, this Agreement shall be treated as part of the Holdings LP Agreement as described in Section 761(c) of the Code and Sections 1.704-1(b)(2)(ii)(h) and 1.761-1(c) of the Treasury Regulations.

Section 7.17 **Specific Performance**. The parties hereto agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if the parties hereto fail to take any action required of them hereunder to consummate any of the transactions contemplated by this Agreement. It is accordingly agreed that (i) the parties hereto shall be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement and to thereafter cause the transactions contemplated by this Agreement to be consummated, and (ii) the right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, no party hereto would have entered into this Agreement. The parties hereto agree not to assert that a remedy of specific performance or other equitable relief is unenforceable, invalid, contrary to law or inequitable for any reason, and not to assert that a remedy of monetary damages would provide an adequate remedy or that the parties otherwise have an adequate remedy at law. The parties hereto acknowledge and agree that any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 7.17 shall not be required to provide any bond or other security in connection with any such order or injunction.

Section 7.18 **Certain Acknowledgments**. Without limiting the generality of Section 2.4, any Person who or which accepts the rights and obligations of a Rights Holder under this Agreement shall be treated as a Rights Holder hereunder pursuant to the terms hereof, and such Person shall be deemed to have adhered to and agreed to be bound by the terms of this Agreement as a Rights Holder without further action or the execution of any additional documents or instruments, including any counterpart signature page to this Agreement or joinder to this Agreement. Further, each such Person shall be deemed to have agreed not to assert any claim that it is not bound by the terms of this Agreement and acknowledges that in no circumstance can such Person be a Rights Holder, or be entitled to the rights of a Rights Holder hereunder, if it is not bound by all of the terms and conditions of this Agreement, including the obligations to which a Rights Holder is subject hereunder.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have executed this Tax Receivable Agreement as of the date first written above.

PUBCO:

SUJA LIFE, INC.

By: /s/ Maria Stipp
Name: Maria Stipp
Title: Chief Executive Officer

HOLDINGS LP:

SUJA LIFE HOLDINGS, L.P.

By: Suja Life Holdings GP, LLC
Its: General Partner

By: /s/ Kevin Schwartz
Name: Kevin Schwartz
Title: President and Chief Executive Officer

RIGHTS HOLDERS:

SUJA LIFE CONSORTIUM AGGREGATOR, L.P.

By: Suja Life Consortium Aggregator GP, LLC
Its: General Partner

By: /s/ Kevin Schwartz
Name: Kevin Schwartz
Title: President and Chief Executive Officer

PAINE SCHWARTZ FOOD CHAIN FUND V B, L.P.

By: Paine Schwartz Food Chain Fund V GP, L.P.
Its: General Partner

By: Paine Schwartz Food Chain Fund V GP, Ltd.
Its: General Partner

By: /s/ Kevin Schwartz
Name: Kevin Schwartz
Title: Director

Witness: /s/ Angela Jorge
Name: Angela Jorge

PAINE SCHWARTZ FOOD CHAIN FUND V C, L.P.

By: Paine Schwartz Food Chain Fund V GP, L.P.
Its: General Partner

By: Paine Schwartz Food Chain Fund V GP, Ltd.
Its: General Partner

By: /s/ Kevin Schwartz
Name: Kevin Schwartz
Title: Director

Witness: /s/ Angela Jorge
Name: Angela Jorge

PAINE SCHWARTZ FOOD CHAIN FUND V D, L.P.

By: Paine Schwartz Food Chain Fund V GP, L.P.
Its: General Partner

By: Paine Schwartz Food Chain Fund V GP, Ltd.
Its: General Partner

By: /s/ Kevin Schwartz
Name: Kevin Schwartz
Title: Director

Witness: /s/ Angela Jorge
Name: Angela Jorge

RIGHTS HOLDER REPRESENTATIVE:

PAINE SCHWARTZ FOOD CHAIN FUND V GP, L.P.

By: Paine Schwartz Food Chain Fund V GP, Ltd.
Its: General Partner

By: /s/ Kevin Schwartz
Name: Kevin Schwartz
Title: Director

Witness: /s/ Angela Jorge
Name: Angela Jorge

RIGHTS HOLDERS:

QP VIVE AGGREGATOR, LLC

By: /s/ Wyatt James Taubman
Name: Wyatt James Taubman
Title: Chairman and Secretary

NON-QP VIVE AGGREGATOR, LLC

By: /s/ Wyatt James Taubman
Name: Wyatt James Taubman
Title: Chairman and Secretary

[*Signature Page to Tax Receivable Agreement*]

Schedule A

Schedule of Rights Holders

As of May 7, 2026

Suja Life Consortium Aggregator, L.P.
Paine Schwartz Food Chain Fund V B, L.P.
Paine Schwartz Food Chain Fund V C, L.P.
Paine Schwartz Food Chain Fund V D, L.P.
QP Vive Aggregator, LLC
Non-QP Vive Aggregator, LLC

Exhibit 10.4

EXCHANGE AGREEMENT

EXCHANGE AGREEMENT (this "Agreement"), dated as of May 7, 2026, by and among Suja Life, Inc., a Delaware corporation (the "Corporation"), Suja Life Sub, Inc., a Delaware corporation (the "Corporation Sub"), Suja Life Holdings, L.P., a Delaware limited partnership (the "Partnership"), and the holders, other than the Corporation or the Corporation Sub (or any of their wholly owned Subsidiaries, other than the Partnership or any of its Subsidiaries), of Series A Units (as defined herein) from time to time party hereto.

WHEREAS, the parties hereto desire to provide for the exchange of Series A Units for shares of Class A Common Stock (as defined herein), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

Section 1.1 Definitions.

The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

"Agreement" has the meaning set forth in the preamble of this Agreement.

"Cash Payment" means, an amount in cash equal to the product of (i) the number of Series A Units surrendered, (ii) the then-applicable Exchange Rate, and (iii) the net price (after underwriting discounts) of Class A Common Stock received by the Corporation in the substantially concurrent public offering or private sale, as applicable.

"Class A Common Stock" means the Class A common stock, par value $0.0001 per share, of the Corporation.

"Class V Common Stock" means the Class V common stock, par value $0.0001 per share, of the Corporation.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute. Any reference herein to a particular provision of the Code shall mean, where appropriate, the corresponding provision in any successor statute.

"Corporation" has the meaning set forth in the preamble of this Agreement.

"Corporation Sub" has the meaning set forth in the preamble of this Agreement.

"Exchange" has the meaning set forth in Section 2.1.

"Exchange Rate" means, at any time, the number of shares of Class A Common Stock for which a Series A Unit is entitled to be exchanged at such time. On the date of this Agreement, the Exchange Rate shall be 1 for 1, subject to adjustment pursuant to Section 2.4.

"Exchanging Series A Unitholder" means a Series A Unitholder initiating an Exchange.

"LP Agreement" means the Sixth Amended and Restated Limited Partnership Agreement of the Partnership, dated on or about the date hereof, as such agreement may be amended and/or restated from time to time.

"Partnership" has the meaning set forth in the preamble of this Agreement.

"Permitted Transferee" has the meaning given to such term in Section 3.1.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, association or other entity or a governmental entity.

"PSP Limited Partner" means Suja Life Consortium Aggregator, L.P., a Delaware limited partnership, and any subsequent holder of Series A Units that is an affiliate of Paine Schwartz Partners, LLC.

"Registration Rights Agreement" means the Registration Rights Agreement, dated as of August 31, 2021, by and among the Partnership, PSP Suja Life Holdings, L.P., a Delaware limited partnership, and each Other Investor party thereto, as such agreement may be amended from time to time.

"Securities Act" means the U.S. Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated pursuant thereto.

"Series A Unit" means (i) each Series A Unit (as such term is defined in the LP Agreement) issued as of the date hereof and (ii) each Series A Unit or other interest in the Partnership that may be issued by the Partnership in the future that is designated by the Corporation as a "Series A Unit."

"Series A Unitholder" means any holder of Series A Units.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of the limited liability company, partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof and without limitation, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity (other than a corporation) if such other Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or shall control the manager, managing member, managing director (or a board comprised of any of the foregoing) or general partner of such limited liability company, partnership, association or other business entity. For purposes hereof, references to a "Subsidiary" of any Person shall be given effect only at such times that such Person has one or more Subsidiaries.

"Trading Day" means a day on which the U.S. national securities exchange on which the Class A Common Stock is listed or admitted to trading is open for the transaction of business (unless such trading shall have been suspended for the entire day).

"Withholding Agent" has the meaning set forth in Section 3.10(b).

ARTICLE II

Section 2.1 Exchange of Series A Units for Class A Common Stock and Transfer of Class V Common Stock. Subject to adjustment as provided in this Article II and to the provisions of the LP Agreement, each Series A Unitholder shall be entitled, at any time and from time to time, upon the terms and subject to the conditions hereof and subject to the limitations set forth herein, to surrender Series A Units and a corresponding number of shares of Class V Common Stock to the Partnership in exchange for the delivery to the Exchanging Series A Unitholder by the Partnership of a number of shares of Class A Common Stock that is equal to the product of the number of Series A Units surrendered multiplied by the Exchange Rate (such exchange, an "Exchange").

Section 2.2 Exchange Procedures.

(a) A Series A Unitholder shall exercise its right to make an Exchange as set forth in Section 2.1 by providing a written notice of Exchange substantially in the form of Exhibit A hereto, duly executed by such holder or such holder's duly authorized attorney, in each case delivered during normal business hours at the principal executive offices of the Corporation and to the Partnership.

(b) At the time of any Exchange, the Partnership shall deliver or cause to be delivered to the applicable Exchanging Series A Unitholder at the offices of the then-acting registrar and transfer agent of the Class A Common Stock or, if there is no then-acting registrar and transfer agent of the Class A Common Stock, at the principal executive offices of the Corporation, the number of shares of Class A Common Stock deliverable upon such Exchange registered in the name of such Exchanging Series A Unitholder. To the extent the Class A Common Stock is settled through the facilities of The Depository Trust Company, the Partnership will, subject to Section 2.2(c), upon the written instruction of an Exchanging Series A Unitholder, use its commercially reasonable efforts to deliver the shares of Class A Common Stock deliverable to such Exchanging Series A Unitholder, through the facilities of The Depository Trust Company, to the account of the participant of The Depository Trust Company designated by such Exchanging Series A Unitholder. The Corporation, including in its capacity as the general partner of the Partnership, shall take such actions as may be required to ensure the performance by the Partnership of its obligations under this Article II, including the issuance and contribution of shares of Class A Common Stock to or for the account of the Partnership (or, at the direction of the Corporation, to or for the account of a wholly owned Subsidiary of the Corporation, which Subsidiary would deliver such shares to the Partnership) in exchange for the delivery to the Corporation or such Subsidiary, as applicable, of a number of Series A Units that is equal to the number of Series A Units surrendered by an Exchanging Series A Unitholder. The Corporation shall take such actions (or cause its wholly owned Subsidiary to take such actions, as applicable) as may be required to ensure the performance of its obligations under this Article II.

(c) The Partnership and each Exchanging Series A Unitholder shall bear their own expenses in connection with the consummation of any Exchange, whether or not any such Exchange is ultimately consummated, except that the Partnership shall bear any transfer taxes, stamp taxes or duties, or other similar taxes in connection with, or arising by reason of, any Exchange; *provided, however*, that if any shares of Class A Common Stock are to be delivered in a name other than that of the Series A Unitholder that requested the Exchange, then such Series A Unitholder and/or the person in whose name such shares are to be delivered shall pay to the Partnership the amount of any transfer taxes, stamp taxes or duties, or other similar taxes in connection with, or arising by reason of, such Exchange or shall establish to the reasonable satisfaction of the Partnership that such tax has been paid or is not payable.

(d) The Corporation may adopt reasonable procedures for the implementation of the Exchange provisions set forth in this Article II (including policies regarding the use of specified brokers, restrictions on exchanges during blackout periods, reasonable notice periods and/or minimum volume thresholds); *provided*, that no such procedures may be imposed on a PSP Limited Partner without the prior written consent of such PSP Limited Partner.

(e) Notwithstanding anything to the contrary herein, the Corporation may in its sole discretion elect to settle any Exchange hereunder: (i) by delivering shares of Class A Common Stock or the Cash Payment directly to an Exchanging Series A Unitholder in exchange for such Series A Unitholder's delivery to the Corporation (or, at the direction of the Corporation, a wholly owned Subsidiary of the Corporation), of the corresponding Series A Units and a corresponding number of shares of Class V Common Stock (the "Direct Settlement Option"); or (ii) solely in connection with an Exchange that coincides with a substantially concurrent public offering or private sale of Class A Common Stock, by delivering the applicable Cash Payment to the Partnership. Any such transaction shall otherwise be effected on the terms and in the manner provided herein and shall constitute an "Exchange" for all purposes of this Agreement. For the avoidance of doubt, if the Corporation elects to settle any Exchange hereunder with a Cash Payment, then the Corporation shall contribute to the Partnership an amount of cash equal to the Cash Payment in order to provide the Partnership with sufficient cash on hand to make the Cash Payment in full.

(f) Notwithstanding anything to the contrary herein, to the extent a Series A Unitholder surrenders for exchange a fraction of a Series A Unit, the Partnership or the Corporation may in their sole discretion deliver to such holder a cash amount equal to the market value of such fraction (as determined by the Partnership in its sole discretion) in lieu of delivering a fraction of a share of Class A Common Stock.

(g) Notwithstanding anything to the contrary herein, unless otherwise determined by the Corporation (including under the Direct Settlement Option), any Exchange shall be consummated in the following manner: (i) first, the Corporation shall contribute to the Corporation Sub a number of shares of Class A Common Stock that equals the number of Series A Units to be Exchanged (or an amount of cash equal to the Cash Payment, as applicable); (ii) second, the Corporation Sub shall contribute to the Partnership the shares of Class A Common Stock (or cash, as applicable) received by the Corporation Sub in clause (i) and, in exchange therefor, the Partnership shall deliver to the Corporation Sub the corresponding number of Series A Units and shares of Class V Common Stock that are received in clause (iii); (iii) third, the Partnership shall exchange the shares of Class A Common Stock (or cash, as applicable) received by the Corporation Sub in clause (ii) with the Exchanging Series A Unitholder for a corresponding number of Series A Units and shares of Class V Common Stock; (iv) fourth, the Corporation Sub shall distribute to the Corporation the shares of Class V Common Stock received by the Corporation Sub in clause (ii); and (v) fifth, the Corporation shall cancel and terminate the shares of Class V Common Stock received by the Corporation in clause (iv).

Section 2.3 Limitations on Exchanges.

(a) For the avoidance of doubt, and notwithstanding anything to the contrary herein, a Series A Unitholder shall not be entitled to Exchange Series A Units to the extent the Corporation determines in good faith that such Exchange would be prohibited by law; *provided*, that nothing in this Agreement shall be construed to limit the rights and remedies of any Series A Unitholder pursuant to the Registration Rights Agreement. For the avoidance of doubt, no Exchange shall be deemed to be prohibited by law pertaining to the registration of securities if such securities have been so registered or if any exemption from such registration requirements is reasonably available.

(b) Notwithstanding anything to the contrary herein, (i) if the board of directors of the Corporation shall determine in good faith that additional restrictions on Exchanges are necessary so that the Partnership is not treated as a "publicly traded partnership" under Section 7704 of the Code, the Corporation or the Partnership may impose such additional restrictions on Exchanges as the board of directors of the Corporation has determined in good faith to be so necessary; and (ii) no Exchange shall be permitted if, in the good faith determination of the Corporation or the Partnership, such an Exchange would pose a material risk that the Partnership would be a "publicly traded partnership" under Section 7704 of the Code; *provided*, that no such restriction in clause (i) or (ii) of this Section 2.3(b) may be imposed on a PSP Limited Partner without the prior written consent of such PSP Limited Partner.

Section 2.4 Adjustment.

(a) The Exchange Rate shall be adjusted accordingly if there is: (i) any subdivision (by any unit split, unit distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse unit split, reclassification, reorganization, recapitalization or otherwise) of the Series A Units that is not accompanied by an identical subdivision or combination of the Class A Common Stock; or (ii) any subdivision (by any stock split, stock dividend or distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse stock split, reclassification, reorganization, recapitalization or otherwise) of the Class A Common Stock that is not accompanied by an identical subdivision or combination of the Series A Units, in each case, to the extent necessary to maintain the economic equivalency in the value surrendered for exchange and the value received, as determined by the Corporation in its sole discretion. If there is any reclassification, reorganization, recapitalization or other similar transaction in which the Class A Common Stock is converted or changed into another security, securities or other property, then upon any subsequent Exchange, an Exchanging Series A Unitholder shall be entitled to receive the amount of such security, securities or other property that such Exchanging Series A Unitholder would have received if such Exchange had occurred immediately prior to the effective date of such reclassification, reorganization, recapitalization or other similar transaction, taking into account any adjustment as a result of any subdivision (by any split, distribution or dividend, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse split, reclassification, recapitalization or otherwise) of such security, securities or other property that occurs after the effective time of such reclassification, reorganization, recapitalization or other similar transaction.

Section 2.5 Class A Common Stock to be Issued.

(a) The Corporation shall at all times reserve and keep available out of its authorized but unissued Class A Common Stock, solely for the purpose of issuance upon an Exchange, such number of shares of Class A Common Stock as shall be deliverable upon any such Exchange; *provided,* that nothing contained herein shall be construed to preclude the Partnership from satisfying its obligations in respect of the Exchange of the Series A Units by delivery of shares of Class A Common Stock which are held in the treasury of the Corporation or the Partnership or any of their Subsidiaries or by delivery of purchased shares of Class A Common Stock (which may or may not be held in the treasury of the Corporation or any Subsidiary thereof). The Corporation and the Partnership covenant that all Class A Common Stock issued upon an Exchange will, upon issuance, be validly issued, fully paid and non-assessable.

(b) The Corporation and the Partnership covenant and agree that, to the extent that a registration statement under the Securities Act is effective and available for shares of Class A Common Stock to be delivered with respect to any Exchange, shares that have been registered under the Securities Act shall be delivered in respect of such Exchange. In the event that any Exchange in accordance with this Agreement is to be effected at a time when any required registration has not become effective or otherwise is unavailable, upon the request and with the reasonable cooperation of the Series A Unitholder requesting such Exchange, the Corporation and the Partnership shall use commercially reasonable efforts to promptly facilitate such Exchange pursuant to any reasonably available exemption from such registration requirements. The Corporation and the Partnership shall use commercially reasonable efforts to list the Class A Common Stock required to be delivered upon Exchange prior to such delivery upon each national securities exchange or inter-dealer quotation system upon which the outstanding Class A Common Stock may be listed or traded at the time of such delivery.

ARTICLE III

Section 3.1 Additional Series A Unitholders. To the extent a Series A Unitholder validly transfers any or all of such holder's Series A Units to another person in a transaction in accordance with, and not in contravention of, the LP Agreement or any other agreement or agreements with the Corporation or any of its Subsidiaries to which a transferring Series A Unitholder may be party, then such transferee (each, a "Permitted Transferee") shall, as a condition precedent to the effectiveness of such transfer, execute and deliver to the Corporation a joinder to this Agreement, substantially in the form of Exhibit B hereto, whereupon such Permitted Transferee shall become a Series A Unitholder hereunder. Any purported transfer of Series A Units to a Permitted Transferee that does not comply with the requirements of this Section 3.1 shall be null and void *ab initio*. To the extent the Partnership issues Series A Units in the future to a Person that is not a party hereto at such time, the Partnership shall require any such future holder of such Series A Units to execute and deliver a joinder to this Agreement, substantially in the form of Exhibit B hereto, as a condition precedent to such issuance, whereupon such holder shall become a Series A Unitholder hereunder.

Section 3.2 Addresses and Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by courier service, by fax, by electronic mail (delivery receipt requested) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be as specified in a notice given in accordance with this Section 3.2):

(a) If to the Corporation or any of its wholly owned Subsidiaries, to:

Suja Life, Inc.
3831 Ocean Ranch Blvd
Oceanside, California 92056
Attention: Chief Executive Officer
E-mail: [***]

With a copy to:

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654
Attention: Corey D. Fox, P.C.
Peter Stach, P.C.
Michael P. Keeley, P.C.
Ben Richards
E-mail: [***]
[***]
[***]
[***]

(b) If to the Partnership, to:

c/o Suja Life, Inc.
3831 Ocean Ranch Blvd
Oceanside, California 92056
Attention: Chief Executive Officer
E-mail: [***]

With a copy to:

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654
Attention: Corey D. Fox, P.C.
Peter Stach, P.C.
Michael P. Keeley, P.C.
Ben Richards
E-mail: [***]
[***]
[***]
[***]

(c) If to any Series A Unitholder, to the address and other contact information set forth in the records of the Partnership from time to time.

Section 3.3 Further Action. The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 3.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, executors, administrators, heirs, legal representatives and assigns.

Section 3.5 Severability. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions is not affected in any manner materially adverse to any party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 3.6 Amendment. The provisions of this Agreement may be amended only by the affirmative vote or written consent of each of (i) the Corporation, (ii) the Partnership and (iii) Series A Unitholders holding a majority of the then outstanding Series A Units (excluding Series A Units held, directly or indirectly, by the Corporation through one or more wholly owned Subsidiaries); *provided*, *however*, that no amendment, supplement, waiver or modification of this Agreement shall be effective as to any PSP Limited Partner without such PSP Limited Partner's prior written consent.

Section 3.7 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.

Section 3.8 Submission to Jurisdiction; Waiver of Jury Trial.

(a) To the extent that any party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself, or to such party's property, to the fullest extent permitted by law, each such party hereby irrevocably waives such immunity in respect of such party's obligations with respect to this Agreement.

(b) EXCLUSIVE JURISDICTION AND VENUE. EACH OF THE PARTIES HERETO AGREES THAT ANY DISPUTE BASED ON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR OMISSIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN AND MUST BE BROUGHT IN THE DELAWARE COURT OF CHANCERY (OR, IF SUCH COURT DOES NOT POSSESS OR REFUSES TO ACCEPT JURISDICTION, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY COURT OF THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY OR, IN THE CASE OF CLAIMS TO WHICH THE FEDERAL COURTS HAVE EXCLUSIVE SUBJECT MATTER JURISDICTION, THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (AND IN THE CASE OF APPEALS IN THE COURTS IN WHICH APPEALS FROM SUCH COURTS ARE TO BE HEARD)). EACH OF THE PARTIES HERETO IRREVOCABLY SUBMITS TO THE PERSONAL JURISDICTION OF SUCH COURTS, AND TO THE FULLEST EXTENT PERMITTED BY LAW WAIVES ANY OBJECTION THEY MAY HAVE CONCERNING THE VENUE OR CONVENIENCE OF SUCH FORUM. NOTWITHSTANDING THE FOREGOING, HOWEVER, ANY PARTY MAY COMMENCE ANY ACTION OR PROCEEDING TO ENFORCE ANY JUDGMENT OBTAINED AGAINST ANOTHER PARTY IN COMPLIANCE WITH THE FOREGOING PROVISIONS IN ANY APPROPRIATE JURISDICTION OR COURT. TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE OF PROCESS MAY BE MADE ON ANY PARTY HERETO BY PREPAID CERTIFIED MAIL WITH A PROOF OF MAILING RECEIPT VALIDATED BY THE U.S. POSTAL SERVICE CONSTITUTING EVIDENCE OF VALID SERVICE, AND THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SERVICE MADE PURSUANT TO THE ABOVE SHALL HAVE THE SAME LEGAL FORCE AND EFFECT AS IF SERVED UPON SUCH PARTY PERSONALLY WITHIN THE STATE OF DELAWARE. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, AND AGREES NOT TO ASSERT AS A DEFENSE, COUNTERCLAIM OR OTHERWISE, IN ANY ACTION BROUGHT BY ANY PARTY WITH RESPECT TO THIS AGREEMENT (I) ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS FOR ANY REASON OTHER THAN THE FAILURE TO SERVE PROCESS IN ACCORDANCE WITH THIS SECTION 3.8; (II) ANY CLAIM THAT IT OR ITS PROPERTY IS EXEMPT OR IMMUNE FROM THE JURISDICTION OF ANY SUCH COURT OR FROM ANY LEGAL PROCESS COMMENCED IN SUCH COURTS (WHETHER THROUGH SERVICE OF NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OF JUDGMENT, EXECUTION OF JUDGMENT OR OTHERWISE); OR (III) ANY OBJECTION WHICH SUCH PARTY MAY NOW OR HEREAFTER HAVE (A) TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE COURTS REFERRED TO ABOVE; (B) THAT SUCH ACTION BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM AND (C) THAT THIS AGREEMENT, OR THE SUBJECT MATTER HEREOF OR THEREOF, MAY NOT BE ENFORCED IN OR BY SUCH COURTS.

(c) WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES HERETO AGAINST ANY OTHER PARTY OR PARTIES HERETO, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH PARTY HERETO HEREBY AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES HERETO FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT, OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

Section 3.9 Counterparts. This Agreement may be executed in any number of counterparts (including counterparts transmitted electronically in portable document format (pdf), or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) with the same effect as if the signatures to each counterpart were upon a single instrument, all of which will be an original and together shall constitute a single instrument. The parties hereto irrevocably and unreservedly agree that this Agreement may be executed by way of electronic signatures and the parties agree that this Agreement, or any part thereof, shall not be challenged or denied any legal effect, validity and/or enforceability solely on the ground that it is in the form of an electronic record.

Section 3.10 Tax Treatment; Tax Withholding.

(a) This Agreement shall be treated as part of the partnership agreement of the Partnership as described in Section 761(c) of the Code and Sections 1.704-1(b)(2)(ii)(h) and 1.761-1(c) of the Treasury Regulations promulgated thereunder. As required by the Code and the Treasury Regulations, the parties shall report any Exchange consummated hereunder as a taxable sale of the Series A Units by a Series A Unitholder to the Corporation or its applicable recipient Subsidiary, and no party shall take a contrary position on any income tax return, amendment thereof or communication with a taxing authority unless an alternate position is permitted under the Code and Treasury Regulations and the Corporation and the applicable Exchanging Series A Unitholder consents in writing.

(b) Notwithstanding any other provision in this Agreement, the Corporation, its Subsidiaries, the Partnership and their agents and affiliates (each, a "Withholding Agent") shall have the right to deduct and withhold taxes (including Class A Common Stock with a fair market value determined in the reasonable discretion of the Corporation equal to the amount of such taxes) from any payments to be made pursuant to the transactions contemplated by this Agreement if, in the reasonable opinion of such Withholding Agent, such withholding is required by law, and the applicable Withholding Agent shall promptly notify the applicable payment recipient of its intent to so deduct or withhold and afford such recipient a reasonable opportunity to provide any relevant tax forms, including Form W-9 or the appropriate series of Form W-8, as applicable, and any similar information, as may permit such payment to be made without, or subject to a reduction in, such deduction or withholding; *provided*, that the Corporation may, in its sole discretion, allow an Exchanging Series A Unitholder to pay any taxes owed on an Exchange in cash in lieu of the applicable Withholding Agent deducting or withholding such taxes. To the extent that any of the aforementioned amounts are so deducted or withheld and paid to the appropriate taxing authority, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to the recipient of the payments in respect of which such deduction or withholding was made. To the extent that any payment pursuant to this Agreement is not reduced by such deductions or withholdings, such recipient shall indemnify the applicable Withholding Agent for any amounts imposed by any taxing authority, together with any reasonable and documented costs and expenses related thereto.

Section 3.11 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to specific performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 3.12 Independent Nature of Series A Unitholders' Rights and Obligations. The obligations of each Series A Unitholder hereunder are several and not joint with the obligations of any other Series A Unitholder, and no Series A Unitholder shall be responsible in any way for the performance of the obligations of any other Series A Unitholder hereunder. The decision of each Series A Unitholder to enter into to this Agreement has been made by such Series A Unitholder independently of any other Series A Unitholder. Nothing contained herein, and no action taken by any Series A Unitholder pursuant hereto, shall be deemed to constitute the Series A Unitholders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Series A Unitholders are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated hereby and the Corporation acknowledges that the Series A Unitholders are not acting in concert or as a group, and the Corporation will not assert any such claim, with respect to such obligations or the transactions contemplated hereby.

Section 3.13 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regards to any rules or principles of conflicts of laws that would result in the application of any other laws.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered, all as of the date first set forth above.

PARTNERSHIP

SUJA LIFE HOLDINGS, L.P.

By: /s/ Maria Stipp
Name: Maria Stipp
Title: Chief Executive Officer

CORPORATION

SUJA LIFE, INC.

By: /s/ Maria Stipp
Name: Maria Stipp
Title: Chief Executive Officer

CORPORATION SUB

SUJA LIFE SUB, INC.

By: /s/ Maria Stipp
Name: Maria Stipp
Title: Chief Executive Officer

PSP LIMITED PARTNER

SUJA LIFE CONSORTIUM AGGREGATOR, L.P.

By: Suja Life Consortium Aggregator GP, LLC
Its: General Partner

By: /s/ Kevin Schwartz
Name: Kevin Schwartz
Title: Chief Executive Officer and President

EXHIBIT A

[FORM OF]
ELECTION OF EXCHANGE

Suja Life, Inc.
3831 Ocean Ranch Blvd
Oceanside, California 92056

Reference is hereby made to the Exchange Agreement, dated as of [ ], [ ] (the "Exchange Agreement"), by and among Suja Life, Inc., a Delaware corporation, Suja Life Sub, Inc., a Delaware corporation, Suja Life Holdings, L.P., a Delaware limited partnership, and the holders of Series A Units from time to time party thereto. Capitalized terms used but not defined herein shall have the meanings given to them in the Exchange Agreement.

The undersigned Series A Unitholder hereby transfers to the Partnership or the Corporation, as applicable, the number of Series A Units set forth below in exchange for shares of Class A Common Stock to be issued in its name as set forth below, as set forth in the Exchange Agreement.

Legal Name of Series A Unitholder:

Address:

Number of Series A Units to be exchanged:

The undersigned hereby represents and warrants that (i) the undersigned has full legal capacity to execute and deliver this Election of Exchange and to perform the undersigned's obligations hereunder; (ii) this Election of Exchange has been duly executed and delivered by the undersigned and is the legal, valid and binding obligation of the undersigned enforceable against it in accordance with the terms thereof or hereof, as the case may be, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and the availability of equitable remedies; (iii) the Series A Units subject to this Election of Exchange are being transferred to the Partnership or Corporation (and/or one of its wholly owned Subsidiaries), as applicable, free and clear of any pledge, lien, security interest, encumbrance, equities or claim; and (iv) no consent, approval, authorization, order, registration or qualification of any third party or with any court or governmental agency or body having jurisdiction over the undersigned or the Series A Units subject to this Election of Exchange is required to be obtained by the undersigned for the transfer of such Series A Units to the Corporation.

The undersigned hereby irrevocably constitutes and appoints any officer of the Corporation or of the Partnership as the attorney of the undersigned, with full power of substitution and resubstitution in the premises, to do any and all things and to take any and all actions that may be necessary to transfer to the Partnership or the Corporation (and/or one of its wholly owned Subsidiaries), as applicable, at the direction of the Corporation, the Series A Units subject to this Election of Exchange and to deliver to the undersigned the shares of Class A Common Stock to be delivered in exchange therefor.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Election of Exchange to be executed and delivered by the undersigned or by its duly authorized attorney.

Name:

Dated:

EXHIBIT B

[FORM OF]
JOINDER AGREEMENT

This Joinder Agreement ("Joinder Agreement") is a joinder to the Exchange Agreement, dated as of [ ], [ ] (the "Agreement"), by and among Suja Life, Inc., a Delaware corporation, Suja Life Sub, Inc., a Delaware corporation, Suja Life Holdings, L.P., a Delaware limited partnership, and the holders of Series A Units from time to time party thereto. Capitalized terms used but not defined in this Joinder Agreement shall have their meanings given to them in the Agreement. This Joinder Agreement shall be governed by, and construed in accordance with, the law of the State of Delaware. In the event of any conflict between this Joinder Agreement and the Agreement, the terms of this Joinder Agreement shall control.

The undersigned hereby joins and enters into the Agreement having acquired Series A Units in the Partnership. By signing and returning this Joinder Agreement to the Corporation, the undersigned accepts and agrees to be bound by and subject to all of the terms and conditions of and agreements of a Series A Unitholder contained in the Agreement, with all attendant rights, duties and obligations of a Series A Unitholder thereunder. The parties to the Agreement shall treat the execution and delivery hereof by the undersigned as the execution and delivery of the Agreement by the undersigned and, upon receipt of this Joinder Agreement by the Corporation and by the Partnership, the signature of the undersigned set forth below shall constitute a counterpart signature to the signature page of the Agreement.

Name:

Address for Notices: With copies to:

Attention:

[INSERT APPROPRIATE INDIVIDUAL OR ENTITY SIGNATURE BLOCK FOR JOINING PARTY]

Exhibit 10.5

FIFTH AMENDMENT TO CREDIT AGREEMENT

THIS FIFTH AMENDMENT TO CREDIT AGREEMENT (this "***Amendment***") is made and entered into as of May 8, 2026, by and among Suja Life, LLC, a Delaware limited liability company (the "***Borrower Representative***"), Suja Life Intermediate II, LLC, a Delaware limited liability company ("***Holdings***"), the other Guarantors party hereto, each of the other Lenders (as hereinafter defined) that are parties to this Amendment (constituting at least the Required Lenders) and JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders (in such capacity, the "***Administrative Agent***").

W I T N E S S E T H:

WHEREAS, the Borrower Representative, Holdings, the other Guarantors, the several banks and other financial institutions that are parties thereto (the "***Lenders***") and the Administrative Agent are parties to a certain Credit Agreement, dated as of August 23, 2021 (as amended by (i) that certain First Amendment to Credit Agreement, dated as of December 8, 2021, (ii) that certain Second Amendment to Credit Agreement, dated as of October 11, 2022, (iii) that certain Third Amendment to Credit Agreement, dated as of October 31, 2024, (iv) that certain Fourth Amendment to Credit Agreement, dated as of January 13, 2026, (v) this Amendment and, as otherwise amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***" and as in effect immediately prior to giving effect to this Amendment, the "***Existing Credit Agreement***"; capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to such terms in the Credit Agreement), pursuant to which the Lenders have made certain financial accommodations available to the Borrower;

WHEREAS, the Borrower Representative has advised the Administrative Agent and Lenders that Suja Life Holdings, L.P., a Delaware limited partnership and an indirect parent of the Borrower Representative, intends to consummate an Initial Public Offering and has requested that the Administrative Agent and Lenders permit the Fifth Amendment Transactions (as defined in the Credit Agreement) to be consummated in connection therewith;

WHEREAS, after giving effect to the Fifth Amendment Transactions, each of Vive Parent, Inc., a Delaware corporation ("***Vive Parent***"), and Vive Buyer, Inc., a Delaware corporation ("***Vive Buyer***" and, together with Vive Parent, the "***Specified Entities***"), will no longer be a Subsidiary (the "***Vive Disposition***");

WHEREAS, pursuant to Section 9.10 of the Credit Agreement, the Administrative Agent is authorized to (i) release any Guarantor from its obligations under the Guaranty Agreement if such Person ceases to be a Subsidiary as a result of a transaction permitted under the Loan Documents and (ii) release any Lien on Collateral owned by a Subsidiary that is a Guarantor upon release of such Guarantor from its obligations under the Guaranty Agreement pursuant to clause (i) above;

WHEREAS, the Borrower Representative has requested that the Required Lenders and the Administrative Agent amend certain provisions of the Credit Agreement, and subject to the terms and conditions hereof, the Lenders are willing to do so;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of all of which are acknowledged, the Borrower Representative, Holdings, the Lenders party hereto (which constitute at least the Required Lenders) and the Administrative Agent agree as follows:

1. **Amendments**. Upon satisfaction or waiver of the conditions set forth in Section 2 hereof, the Existing Credit Agreement is hereby amended to (x) delete the stricken red and green text (indicated textually in the same manner as the following examples: ~~stricken text~~ and ~~stricken text~~), and (y) to add the double-underlined blue and green text (indicated textually in the same manner as the following examples: double-underlined text and double-underlined text), in each case, as set forth in the marked copy of the Credit Agreement attached as Annex A hereto.

2. **Conditions to Effectiveness of this Amendment**. Notwithstanding any other provision of this Amendment and without affecting in any manner the rights of the Lenders hereunder, it is understood and agreed that this Amendment shall not become effective, and none of the Borrower Representative nor any other Obligor shall have any rights under this Amendment, until the Administrative Agent shall have received the following (such date, the "***Fifth Amendment Effective Date***"):

(a) executed counterparts to this Amendment from the Borrower Representative, each other Obligor, the Administrative Agent and the other Lenders party hereto (constituting at least the Required Lenders);

(b) payment of any unpaid invoiced expenses in accordance with Section 10.3 of the Credit Agreement; and

(c) a certificate signed by a Responsible Officer of the Borrower Representative certifying as to the satisfaction of the following conditions:

i. no Event of Default shall have occurred and be continuing or shall result, in each case, after giving effect to this Amendment;

ii. the representations and warranties set forth herein and in the Loan Documents shall be true and correct in all material respects (unless any such representation or warranty is qualified as to materiality or Material Adverse Effect, in which case such representation and warranty shall be true and correct in all respects) on and as of the Fifth Amendment Effective Date, both before and immediately after giving effect thereto, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (unless any such representation or warranty is qualified as to materiality or Material Adverse Effect, in which case such representation and warranty shall be true and correct in all respects) as of such earlier date; and

iii. the Suja Life Holdings Initial Public Offering, the receipt and application of the net cash proceeds thereof and the other Fifth Amendment Transactions contemplated by the Fifth Amendment Transactions Steps Memorandum and Fifth Amendment Transaction Agreement to be consummated on the Fifth Amendment Effective Date shall have been consummated.

3. **Representations and Warranties**. Each of the Obligors represents and warrants on the date hereof (with each representation and warranty being deemed in effect after giving effect to the transactions contemplated hereby) to the Administrative Agent, the Lenders, and Issuing Lender that:

(a) such Obligor is (i) duly organized, validly existing, and, if applicable in its jurisdiction of organization, in good standing or the equivalent status under the laws of the jurisdiction of its organization, (ii) has all requisite corporate or similar power and authority to execute, deliver and perform its obligations under this Amendment, and (iii) except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is duly qualified or licensed and is in good standing as a foreign corporation or other company, and authorized to do business, in each jurisdiction in which the characters of its properties or the nature of its business requires such qualification or authorization;

(b) the execution, delivery and performance by such Obligor of this Amendment and the performance of the Obligor's obligations hereunder are within such Obligor's requisite powers and have been duly authorized by all necessary corporate, limited liability company or other organizational action, and, if required, by all necessary action by holders of Equity Interests in such Obligor. This Amendment has been duly executed and delivered by such Obligor and constitutes, a legal, valid and binding obligation of such Obligor, enforceable against such Obligor in accordance with its terms, except as such enforceability may be limited by (i) Debtor Relief Laws or similar laws of general applicability affecting the enforcement of creditors' rights, (ii) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (iii) the effect of foreign laws, rules and regulations as they relate to pledges of Equity Interests in or Indebtedness owed by Foreign Subsidiaries;

(c) the execution, delivery and performance by such Obligor of this Amendment and the performance of such Obligor's obligations hereunder (i) do not require any consent, authorization or approval of, registration or filing with, notice to, or any other action by, any Governmental Authority, except for (A) such as have been obtained or made and are in full force and effect and (B) those that would not reasonably be expected to result in a Material Adverse Effect, (ii) will not violate (x) any applicable law or regulation applicable to such Obligor or its Restricted Subsidiaries or (y) the Organizational Documents of such Obligor or any of its Restricted Subsidiaries, in the case of clause (x), that would reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, (iii) will not conflict with or result in a breach or contravention of, any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Obligor or any of its Restricted Subsidiaries is a party or affecting such Person or its properties that would reasonably be expected to result in a Material Adverse Effect, and (iv) except for the Liens created pursuant to the Security Documents or Permitted Encumbrances, will not result in the creation or imposition of any Lien on any asset of such Obligor or any of its Restricted Subsidiaries; and

(d) the representations and warranties of such Obligor set forth in this Amendment and of the other Loan Documents to which it is a party, is true and correct in all material respects (unless any such representation or warranty is qualified as to materiality or Material Adverse Effect, in which case such representation and warranty is true and correct in all respects) on and as of the date hereof, both before and immediately after giving effect thereto, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects (unless any such representation or warranty is qualified as to materiality or Material Adverse Effect, in which case such representation and warranty is true and correct in all respects).

4. **Effect of Amendment**. Except as set forth expressly herein, all terms of the Credit Agreement, as amended hereby, and the other Loan Documents shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of the Borrower and each other Obligor to the Lenders and the Administrative Agent. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Lenders under the Credit Agreement, nor constitute a waiver of any provision of the Credit Agreement. This Amendment shall constitute a Loan Document for all purposes of the Credit Agreement.

5. **Governing Law**. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York, but giving effect to federal laws applicable to national banks. All provisions in Sections 10.9 and 10.10 of the Credit Agreement are hereby incorporated herein, *mutatis mutandis*.

6. **No Novation**. This Amendment is not intended by the parties to be, and shall not be construed to be, a novation of the Credit Agreement or any other Loan Document or an accord and satisfaction in regard thereto.

7. **Costs and Expenses**. The Borrower Representative agrees to promptly pay following request all reasonable out-of-pocket costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including, without limitation, the reasonable fees and expenses of legal counsel for the Administrative Agent with respect thereto, in each case in accordance with and subject to, the terms of Section 10.2 of the Credit Agreement.

8. **Counterparts**. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," and words of like import in this Amendment shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

9. **Binding Nature**. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. **Entire Understanding**. This Amendment sets forth the entire understanding of the parties with respect to the matters set forth herein and shall supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

11. **Reaffirmation**. Each Obligor party hereto ratifies and reaffirms as of the date hereof that, notwithstanding the effectiveness of this Amendment, each Loan Document to which any such Obligor is a party is, and the obligations of such Obligor contingent or otherwise contained in any Loan Document to which it is a party are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects, in each case as amended by this Amendment. For greater certainty and without limiting the foregoing, each Obligor party hereto hereby (i) ratifies and reaffirms each grant of a lien on, or security interest in, its property made pursuant to the Loan Documents (including, without limitation, the grant of security made by such Obligor pursuant to the Security Agreement), (ii) confirms that the existing security interests granted by such Obligor in favor of the Collateral Agent for the benefit of the Secured Parties pursuant to the Loan Documents in the Collateral described therein shall continue to secure the obligations of the Obligors under the Credit Agreement and the other Loan Documents as and to the extent provided in the Loan Documents and (iii) in the case of each Guarantor, ratifies and reaffirms its guaranty of the Obligations pursuant to the Loan Documents.

12. **Release of Specified Entities**.

(a) The Borrower Representative represents and warrants that the Vive Disposition is permitted under Section 6.4(v) of the Credit Agreement.

(b) Upon the Fifth Amendment Effective Date, after giving effect to the Vive Disposition, the Administrative Agent confirms that (i) each Specified Entity is released from its obligations under the Credit Agreement, the Guaranty Agreement, the Security Agreement and the other Loan Documents and (ii) all Liens on Collateral owned by each Specified Entity granted to or held by the Administrative Agent for the benefit of the Secured Parties shall be, and are, forever and irrevocably released and discharged automatically, in each case without any further action required by any party (the foregoing clauses (i) and (ii), the "***Specified Release***"). The Administrative Agent (or its attorneys or designees), at the sole expense of the Obligors, shall execute and deliver to the Obligors all releases or other documents reasonably necessary or desirable to evidence or effect the Specified Release.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

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

BORROWER:

SUJA LIFE, LLC

By: /s/ Maria Stipp
Name: Maria D. Stipp
Title: Chief Executive Officer

HOLDINGS:

SUJA LIFE INTERMEDIATE II, LLC

By: /s/ Maria Stipp
Name: Maria D. Stipp
Title: Chief Executive Officer

[Signature Page to Fifth Amendment to Credit Agreement]

GUARANTORS:

VIVE ORGANIC, LLC

By: /s/ Maria Stipp
Name: Maria D. Stipp
Title: Chief Executive Officer

SLICE REAL, LLC

By: /s/ Maria Stipp
Name: Maria D. Stipp
Title: Chief Executive Officer

SLICE LIFE HOLDINGS, LLC

By: /s/ Maria Stipp
Name: Maria D. Stipp
Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and a Lender

By: /s/ Jamal Toukhi
Name: Jamal Toukhi
Title: Authorized Officer

[Signature Page to Fifth Amendment to Credit Agreement]

[LENDER SIGNATURES ON FILE WITH ADMINISTRATIVE AGENT]

[Signature Page to Fifth Amendment to Credit Agreement]

ANNEX A

Credit Agreement

[See attached]

CREDIT AGREEMENT

Dated as of August 23, 2021

[as amended by that certain First Amendment to Credit Agreement, dated as of December 8, 2021, that certain Second Amendment to Credit Agreement, dated as of October 11, 2022, that certain Third Amendment to Credit Agreement, dated as of October 31, 2024, ~~and~~ that certain Fourth Amendment to Credit Agreement, dated as of January 13, 2026 and that certain Fifth Amendment to Credit Agreement, dated as of May 8, 2026]

by and among

SUJA LIFE INTERMEDIATE II, LLC,
as Holdings,

SUJA MERGER SUB, LLC,
as Initial Borrower until the Effective Date Assumption,

and after giving effect to its merger with and into

SUJA LIFE, LLC,
as Borrower,

THE LENDERS AND THE ISSUING LENDER PARTY HERETO,

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

JPMORGAN CHASE BANK, N.A.,
as Lead Arranger and Bookrunner

JPMORGAN CHASE BANK, N.A. and

PGIM PRIVATE CAPITAL,
as Joint Documentation Agents

TABLE OF CONTENTS

			Page
1.	**DEFINITIONS**		**1**
	1.1	Defined Terms	1
	1.2	Classification of Loans and Borrowings	74
	1.3	Interpretation	754
	1.4	Rounding	75
	1.5	Letter of Credit Amounts	765
	1.6	Accounting Terms; GAAP	765
	1.7	Limited Condition Transactions	76
	1.8	Pro Forma Calculations	78
	1.9	Compliance with Certain Sections	80
	1.10	Times of Day	810
	1.11	Timing of Payment or Performance	810
	1.12	Available Amount Transactions	810
	1.13	Letters of Credit	810
	1.14	Certifications	810
	1.15	Interest Rates; Benchmark Notification	81
2.	**THE CREDITS**		**821**
	2.1	The Commitments	821
	2.2	Loans and Borrowings	832
	2.3	Requests for Borrowings	843
	2.4	Swingline Loans	84
	2.5	Letters of Credit	85
	2.6	Funding of Borrowings	93
	2.7	Interest Elections	94
	2.8	Termination and Reduction of the Commitments	965
	2.9	Repayment of Loans; Evidence of Debt	976
	2.10	Prepayment of Loans	97
	2.11	Fees	103
	2.12	Interest	104
	2.13	Alternate Rate of Interest; Illegality	105
	2.14	Increased Costs	108
	2.15	Compensation for Losses	109
	2.16	Taxes	110
	2.17	Payments Generally; Pro Rata Treatment; Sharing of Set-offs	114
	2.18	Mitigation Obligations; Replacement of Lenders	116
	2.19	Increases of the Revolving Credit Commitments; Adjustments to Revolving Credit Commitments; Incremental Term Loans; Incremental Delayed Draw Term Loans	118
	2.20	Cash Collateral	121
	2.21	Defaulting Lenders	122
	2.22	Refinancing Amendments	125
	2.23	Extension of Term Loans; Extension of Revolving Credit Loans	127
3.	**REPRESENTATIONS AND WARRANTIES**		**1310**
	3.1	Organization; Powers	130
	3.2	Authorization; Enforceability	131

TABLE OF CONTENTS
(Cont'd)

		Page
3.3	Governmental Approvals; No Conflicts	131
3.4	Financial Condition; No Material Adverse Change	132
3.5	Properties	132
3.6	Litigation	133
3.7	Compliance with Laws	133
3.8	Investment Company Status	133
3.9	Taxes	133
3.10	ERISA	134
3.11	Disclosure	134
3.12	Federal Reserve Regulations; Use of Credit	134
3.13	[Reserved]	134
3.14	Existing Subsidiaries	134
3.15	Real Property	134
3.16	Environmental Matters	135
3.17	Sanctions/Anti-Corruption Representations	136
3.18	Insurance	136
3.19	Labor Matters	136
3.20	Solvency	136
3.21	[Reserved]	137
3.22	Security Documents	137
4.	**CONDITIONS PRECEDENT.**	**137**
4.1	Effective Date	137
4.2	Each Credit Event	140
5.	**AFFIRMATIVE COVENANTS**	**141**
5.1	Financial Statements and Other Information	141
5.2	Notices of Material Events	144
5.3	Existence; Conduct of Business	145
5.4	Payment of Obligations	145
5.5	Maintenance of Properties; Insurance	145
5.6	Books and Records; Inspection Rights	145
5.7	Compliance with Laws	146
5.8	Certain Obligations Respecting Subsidiaries.	147
5.9	Further Assurances	148
5.10	Cash Management Systems	149
5.11	Post-Closing Deliverables	149
5.12	Designation of Subsidiaries	149
5.13	Lines of Business	150
5.14	Transactions with Affiliates	150
5.15	Fiscal Year	152
5.16	Ratings	152
5.17	Use of Proceeds and Letters of Credit	153
6.	**NEGATIVE COVENANTS**	**153**
6.1	Indebtedness	153

TABLE OF CONTENTS
(Cont'd)

			Page
	6.2	Liens	157
	6.3	Fundamental Changes	157
	6.4	Dispositions	158
	6.5	Investments	161
	6.6	Restricted Payments	165
	6.7	Suja East, LLC	16969
	6.8	Restrictive Agreements	16970
	6.9	Modifications of Certain Documents	171
	6.10	[Reserved]	171
	6.11	Hedging Agreements	171
	6.12	[Reserved]	171
	6.13	Use of Proceeds and Letters of Credit	172
	6.14	Limitation on Activities of Holdings	172
	6.15	Prepayments of Indebtedness	173
7.	**FINANCIAL COVENANT.**		**174**
	7.1	Consolidated Net Leverage Ratio	174
8.	**EVENTS OF DEFAULT; REMEDIES.**		**175**
	8.1	Event of Default	175
	8.2	Application of Payment	177
	8.3	Right to Cure	17980
	8.4	Performance by Administrative Agent	180
9.	**ADMINISTRATIVE AGENT**		**181**
	9.1	Authorization and Action	181
	9.2	Administrative Agent and its Affiliates	181
	9.3	Duties	182
	9.4	Administrative Agent's Reliance, Lender Representations, Etc.	183
	9.5	Sub-Agents	186
	9.6	Resignation	186
	9.7	Lender Credit Decision	187
	9.8	Other Agent Titles	188
	9.9	Agent May File Proofs of Claim; Bankruptcy Events	188
	9.10	Collateral	18889
	9.11	Issuing Lender	191
	9.12	Bailee for Perfection	191
	9.13	Affiliates of Lenders; Bank Product Providers	192
	9.14	Erroneous Payments	193
	9.15	Flood Laws	19455
10.	**MISCELLANEOUS**		**194**
	10.1	Notices	194
	10.2	Waivers; Amendments	196
	10.3	Expenses; Limitation of Liability; Indemnity; Damage Waiver	198199
	10.4	Successors and Assigns	201
	10.5	Survival	2078

TABLE OF CONTENTS
(Cont'd)

		Page
10.6	Counterparts; Integration; Effectiveness	2078
10.7	Severability	20908
10.8	Right of Setoff	20908
10.9	Governing Law; Jurisdiction; Etc.	2008
10.10	WAIVER OF JURY TRIAL	2009
10.11	Treatment of Certain Information; Confidentiality	2110
10.12	Interest Rate Limitation	2121
10.13	USA Patriot Act	2121
10.14	Press Release and Related Matters	2131
10.15	No Duty	2131
10.16	No Fiduciary Relationship	2132
10.17	Construction	2132
10.18	Payments Set Aside	2132
10.19	Benefits of Agreement	2142
10.20	Acknowledgement and Consent to Bail-In of EEA Financial Institutions	2143
10.21	Keepwell.	2143
10.22	Designation of Additional Borrowers	2154
10.23	Joint and Several Obligations	2154
10.24	Acknowledgement Regarding Any Supported QFCs	21817
10.25	Assumption of Obligations	2189
10.26	ICAV Claims	2189
11.	**THE BORROWER REPRESENTATIVE.**	**2018**
11.1	Appointment; Nature of Relationship.	2018
11.2	Powers	2019
11.3	Employment of Agents	2019
11.4	Successor Borrower Representative	2019
11.5	Execution of Loan Documents	2019

Page

LIST OF SCHEDULES AND EXHIBITS

SCHEDULES:

Schedule 1.1(a)	-	Accounting Period Calendar
Schedule 3.6	-	Litigation
Schedule 3.10	-	ERISA
Schedule 3.14	-	Existing Subsidiaries
Schedule 3.15	-	Owned Real Property
Schedule 3.16	-	Environmental Matters
Schedule 3.19	-	Labor Matters
Schedule 4.1(e)	-	Mortgaged Property
Schedule 5.11	-	Post-Closing Deliverables
Schedule 5.14	-	Affiliate Transactions
Schedule 6.1	-	Permitted Indebtedness
Schedule 6.2	-	Liens
Schedule 6.5	-	Investments
Schedule 6.8	-	Existing Restrictions

EXHIBITS:

Exhibit A	-	Assignment and Assumption
Exhibit B	-	Bank Product Provider Letter Agreement
Exhibit C	-	Sponsor-Controlled Affiliated Lender Assignment and Assumption
Exhibit D	-	Parity Intercreditor Agreement
Exhibit E	-	Junior Intercreditor Agreement
Exhibit 2.3	-	Borrowing Request
Exhibit 2.7	-	Interest Election Request
Exhibit 2.16-1	-	U.S. Tax Compliance Certificate
Exhibit 2.16-2	-	U.S. Tax Compliance Certificate
Exhibit 2.16-3	-	U.S. Tax Compliance Certificate
Exhibit 2.16-4	-	U.S. Tax Compliance Certificate
Exhibit 2.19-1	-	Notice of Incremental Revolving Credit Commitment
Exhibit 2.19-2	-	Notice of Incremental Term Loan
Exhibit 2.19-3	-	Notice of Incremental Delayed Draw Term Loan Commitment
Exhibit 4.1	-	Solvency Certificate
Exhibit 5.1	-	Compliance Certificate

This CREDIT AGREEMENT (this "***Agreement***") dated as of August 23, 2021, is by and among SUJA LIFE INTERMEDIATE II, LLC, a Delaware limited liability company ("***Holdings***"), SUJA MERGER SUB, LLC, a Delaware limited liability company (the "***Initial Borrower***"), after the consummation of the Merger and after giving effect to the Effective Date Assumption, SUJA LIFE, LLC, a Delaware limited liability company (the "***Company***", and as successor to the Initial Borrower by operation of law, the "***Borrower***"; together with each Restricted Subsidiary of Holdings from time to time party hereto designated as an additional Borrower pursuant to Section 10.22, each, individually, a "***Borrower***", and collectively, the "***Borrowers***"), the LENDERS, and JPMORGAN CHASE BANK, N.A. ("***JPMorgan***"), as Administrative Agent.

WITNESSETH

WHEREAS, Initial Borrower has requested that the Lenders, the Issuing Lender and the Swingline Lender make available for the purposes specified in this Agreement, a term loan facility and a revolving credit and letter of credit facility; and

WHEREAS, the Lenders, the Issuing Lender, and the Swingline Lender are willing to make available to the Borrowers such credit facilities upon the terms and subject to the conditions set forth herein;

AGREEMENT

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

1. DEFINITIONS

1.1 Defined Terms. As used in this Agreement (including the foregoing preamble and recitals), the following terms have the meanings specified below:

"***Acquired Entity or Business***" means any Person, any line of business, division or business unit acquired pursuant to a Permitted Acquisition.

"***Acquired Indebtedness***" means Indebtedness secured by any property (other than Mortgaged Property) of any Person prior to and at the time of the acquisition of such asset by a Company or prior to and at the time such Person becomes a Restricted Subsidiary; **provided** that such Indebtedness (a) was in existence prior to the date of acquisition of such asset or Person and (b) was not incurred in connection with, or in contemplation of, such acquisition of such asset or Person.

"***Acquisition***" means the merger of the Initial Borrower with and into the Company, with the Company surviving, as more fully set forth in and pursuant to the Surf Merger Agreement.

"***Additional Borrower***" means any Wholly-Owned Restricted Subsidiary that is a organized under the laws of any state of the United States or of the District of Columbia or otherwise organized in any jurisdiction reasonably acceptable to the Administrative Agent, in each case that becomes a Borrower after the Effective Date pursuant to Section 10.22.

"***Additional Lender***" has the meaning set forth in Section 2.19.

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

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

"***Administrative Agent***" means JPMorgan, in its capacity as administrative agent for the Lenders under the Loan Documents, and any successor Administrative Agent appointed pursuant to Section 9.

"***Administrative Questionnaire***" means an administrative questionnaire delivered by each Lender in a form supplied by Administrative Agent.

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

"***Affiliate***" means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, direct or cause the direction of the management and policies of such Person, whether by contract or voting.

"***Agent Parties***" has the meaning assigned to such term in Section 10.1(d).

"***Agent's Group***" has the meaning assigned to such term in Section 9.2(b).

"***All-in Yield***" means, as to any Indebtedness, the effective yield thereon payable to the lenders providing such Indebtedness, whether in the form of interest rate, margin, original issue discount, up-front fees, rate floors (to the extent the operation of such floor would increase the yield on drawn amounts on the proposed date of incurrence thereof) or otherwise; **provided,** that original issue discount and up-front fees shall be equated to interest rate assuming a four-year life to maturity (or, if less, the stated life to maturity of such Indebtedness at the time of incurrence of such Indebtedness); and **provided**, **further**, that "All-in Yield" shall not include arrangement, commitment, underwriting, structuring, success, ticking, unused, syndication or similar fees paid to arrangers or not shared generally with other lenders and customary consent fees for an amendment paid generally to lenders.

"*Anti-Corruption Laws*" means the laws, and regulations of the jurisdictions applicable to any Obligor or its Subsidiaries from time to time concerning or relating to bribery or corruption, including the U.S. Foreign Corrupt Practices Act of 1977, as amended.

"***Anti-Money Laundering Laws***" means any requirement of law in jurisdictions in which any Obligor or its Subsidiaries operate relating to money laundering, including, without limitation, (a) the Money Laundering Control Act of 1986 (i.e., 18 U.S.C. §§ 1956 and 1957), (b) the Bank Secrecy Act of 1970 (31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959), and the implementing regulations promulgated thereunder and (c) any similar laws enacted in the United States or any other jurisdictions in which any Obligor or its Subsidiaries operate.

"***Anti-Terrorism Laws***" means any applicable laws, regulations, or orders of any Governmental Authority of any applicable jurisdiction, including the United States and the United Nations relating to the prohibition of terrorism financing, or money laundering, including, but not limited to, the International Emergency Economic Powers Act (50 U.S.C. § 1701 et seq.), the Trading With the Enemy Act (50 U.S.C. § 5 et seq.), the International Security Development and Cooperation Act (22 U.S.C. § 2349aa-9 et seq.), the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 (the "***USA Patriot Act***"), and any rules or regulations promulgated pursuant to or under the authority of any of the foregoing.

"***Applicable Margin***" means,

(a) from and after the Effective Date through (but not including) the Third Amendment Effective Date, (w) with respect to any Base Rate Loan in the form of Initial Term Loans, 4.50%, (x) with respect to any Term Benchmark Loan or RFR Loan in the form of Initial Term Loans, 5.50%, (y) with respect to any Base Rate Loans in the form of Second Amendment Term Loans, 4.50% or (z) with respect to any Term Benchmark Loan or RFR Loan in the form of Second Amendment Term Loans, 5.50%;

(b) from and after the Third Amendment Effective Date, with respect to any Base Rate Loan, Term Benchmark Loan or RFR Loan in the form of Term Loans, the applicable margin per annum set forth below under the caption "Base Rate Loan" or "Term Benchmark Loan / RFR Loan", as the case may be, based upon the Consolidated Net Leverage Ratio as of the most recent determination date; **provided** that the Applicable Margin in effect from the Third Amendment Effective Date until the date immediately preceding the date on which a Compliance Certificate is delivered pursuant to Section 5.1(c) in respect of the Fiscal Quarter ending December 30, 2024 shall be determined based upon the applicable rates per annum set forth below in Level 1:

Level	Consolidated Net Leverage Ratio	Base Rate Loan	Term Benchmark Loan / RFR Loan
1	Greater than 3.50:1.00	4.50%	5.50%
2	Less than or equal to 3.50:1.00	4.25%	5.25%

(c) for any day, with respect to the commitment fees payable hereunder, the applicable margin per annum set forth below under the caption "Commitment Fee Rate", based upon the Consolidated Net Leverage Ratio as of the most recent determination date; **provided** that the Applicable Margin in effect from the Effective Date until the date immediately preceding the date on which a Compliance Certificate is delivered pursuant to Section 5.1(c) in respect of the Fiscal Quarter ending December 27, 2021 shall be determined based upon the applicable rates per annum set forth below in Level 1:

Level	Consolidated Net Leverage Ratio	Commitment Fee Rate
1	Greater than 3.50:1.00	0.50%
2	Greater than 3.00:1.00 but less than or equal to 3.50:1.00	0.375%
3	Less than or equal to 3.00:1.00	0.25%

For purposes of the foregoing clauses (b) and (c), (i) the Consolidated Net Leverage Ratio shall be determined as of the end of each Fiscal Quarter based upon Holdings' most recent consolidated financial statements delivered pursuant to Section 5.1(a) or 5.1(b), and (ii) each change in clause (b) or (c), as applicable, of the Applicable Margin resulting from a change in the Consolidated Net Leverage Ratio shall be effective on the day that is three (3) Business Days following the date of delivery to the Administrative Agent of such consolidated financial statements indicating such change and ending on the date immediately preceding the effective date of the next such change.

If, at any time, any annual or quarterly financial statement was required to have been delivered pursuant to Section 5.1(a) or 5.1(b) but was not delivered (or the Compliance Certificate related to such financial statement was required to have been delivered pursuant to Section 5.1(c) but was not delivered (in each case, after giving effect to any applicable grace period in Section 8.1)), the Applicable Margin or Commitment Fee Rate, as applicable, shall be determined based upon the applicable rates set forth above in Level 1 of each grid commencing with the third Business Day immediately following the date on which such financial statements (or, if later, the Compliance Certificate related to such financial statements) were required to have been delivered. In the event that any financial statement or Compliance Certificate delivered pursuant to Section 5.1(a), 5.1(b) or 5.1(c) is determined to be inaccurate, and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin or Commitment Fee Rate, as applicable, for any period than the Applicable Margin or Commitment Fee Rate, as applicable, applied for the relevant Interest Period, then (a) the Borrower Representative shall promptly (and in any event within five (5) Business Days) following such determination deliver to the Administrative Agent corrected financial statements and a corrected Compliance Certificate required for such Interest Period, (b) the Applicable Margin or Commitment Fee Rate, as applicable, for the relevant Interest Period shall be determined as if the Consolidated Net Leverage Ratio were determined based on the amounts set forth in such corrected Compliance Certificate and (c) the Borrowers shall promptly (and in any event within five (5) Business Days) following delivery of such corrected financial statements and Compliance Certificate pay to the Administrative Agent the accrued additional interest owing as a result of such increased Applicable Margin or Commitment Fee Rate, as applicable, for the relevant Interest Period; **provided**, for the avoidance of doubt, no Default or Event of Default under Section 8.1(b) shall be deemed to have occurred with respect to such deficiency prior to such date.

"***Applicable Period End Date***" means the relevant fiscal year or fiscal quarter period end dates set forth on Schedule 1.1(a).

"***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.

"***Asset Sale Threshold***" has the meaning assigned to such term in Section 2.10(b)(i).

"***Assignment and Assumption***" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of each party whose consent is required by Section 10.4), and accepted by Administrative Agent, substantially in the form of Exhibit A.

"***Availability***" means as to the Revolving Credit Loan, the amount by which the total Revolving Credit Commitment exceeds the aggregate outstanding Revolving Credit Exposure.

"***Available Amount***" means, at any time, an amount equal to:

(a) the greater of (i) $9,000,000 and (ii) 30.0% of Consolidated EBITDA (determined as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered),

plus

(b) the sum, without duplication, of:

(i) after the delivery of the financial statements to be delivered for the Fiscal Year ending December 26, 2022 pursuant to Section 5.1(a), 100% of Excess Cash Flow not required to be repaid in accordance with Section 2.10(b)(ii) for each Excess Cash Flow Period; **provided** that such amount shall not be less than $0, *plus*

(ii) the amount of cash contributions to the common capital of the Borrowers and the net proceeds of any issuance of Qualified Equity Interests of Holdings (or any direct or indirect parent) that is contributed to the Borrowers or the Restricted Subsidiaries, in each case after the Effective Date and through and including such time, which cash proceeds have been contributed as common equity to the capital of a Borrower or a Restricted Subsidiary, other than Specified Equity Contributions or to the extent otherwise applied, *plus*

(iii) Net Cash Proceeds actually received by the Borrowers or any Restricted Subsidiary in respect of Dispositions to any Person (other than Holdings, a Borrower or any Restricted Subsidiary) of Investments made after the Effective Date until such time, if the making of such Investment initially constituted a use of the Available Amount (up to the amount of the original Investment), *plus*

(iv) Returns, profits, distributions and similar amounts actually received by the Borrowers or any Restricted Subsidiary in respect of Investments permitted under this Agreement made after the Effective Date until such time, if the making of such Investment initially constituted a use of the Available Amount (up to the amount of the original Investment), *plus*

(v) Indebtedness and Disqualified Equity Interests exchanged or converted into Qualified Equity Interests of any Borrower (or any direct or indirect parent thereof) after the Effective Date; *plus*

(vi) the Investments of the Borrowers and their Restricted Subsidiaries (in an amount not to exceed the original amount of the Investment) in any Unrestricted Subsidiary that has been re-designated as a Restricted Subsidiary or that has been merged or consolidated into any Borrower or any Restricted Subsidiary or the Fair Market Value of the assets of any Unrestricted Subsidiary that have been transferred to any Borrower or any Restricted Subsidiary; *plus*

(vii) the amount of any Declined Proceeds, De Minimis Asset Sale Proceeds and Retained ECF Amount; *plus*

(viii) cash proceeds (or the Fair Market Value of non-cash proceeds) of the sale of Equity Interests of any Unrestricted Subsidiary or any dividend or other distribution by an Unrestricted Subsidiary, in each case, received by any Borrower or any Restricted Subsidiary to the extent such Subsidiary was originally designated as an Unrestricted Subsidiary using the Available Amount in an amount not to exceed the original amount of the Investment;

minus

(c) the aggregate amount of (i) Investments made pursuant to Section 6.5 using the Available Amount, (ii) Restricted Payments made pursuant to Section 6.6 using the Available Amount, and (iii) payments of Junior Debt made pursuant to Section 6.15 using the Available Amount.

"***Available Tenor***" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 2.13(e).

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

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

"***Bank Product***" means any financial accommodation extended to an Obligor or its Restricted Subsidiaries by a Bank Product Provider in connection with (a) Hedging Agreements, or (b) Cash Management Services.

"***Bank Product Agreements***" means those agreements entered into from time to time by Obligors or their Restricted Subsidiaries with a Bank Product Provider in connection with the obtaining of any of the Bank Products.

"***Bank Product Obligations***" means all obligations, liabilities, reimbursement obligations, fees, or expenses owing by Obligors or their Restricted Subsidiaries to any Bank Product Provider pursuant to or evidenced by a Bank Product Agreement and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising.

"***Bank Product Provider***" means any Lender or any of its Affiliates (or any Person party to a Bank Product Agreement with Obligors or their Restricted Subsidiaries that was a Lender or an Affiliate thereof party to such Bank Product Agreement immediately prior to the assignment of all of its Commitments and Loans hereunder pursuant to Section 2.18(b)); **provided, however**, that no such Person (other than JPMorgan or its Affiliates) shall constitute a Bank Product Provider with respect to a Bank Product unless Administrative Agent shall have received a Bank Product Provider Letter Agreement from such Person with respect to the applicable Bank Product within 30 days after the provision of such Bank Product to Obligors or their Restricted Subsidiaries, or, if such Bank Product Agreement was entered into prior to the Effective Date or prior to the date on which such Bank Product Provider or its Affiliate, as applicable, became a Lender under this Agreement, within 30 days after the Effective Date or 30 days after the date on which such Bank Product Provider or its Affiliate, as applicable, first became a Lender under this Agreement, as applicable.

"***Bank Product Provider Letter Agreement***" means a letter agreement in substantially the form of Exhibit B, or otherwise in form and substance reasonably satisfactory to the Administrative Agent and the Borrower Representative and duly executed by the applicable Bank Product Provider, the Borrower Representative, and the Administrative Agent.

"***Bankruptcy Code***" means the Bankruptcy Code in Title 11 of the United States Code, as amended, modified, succeeded, or replaced from time to time.

"***Base Rate***" means, at any time, an interest rate per annum equal to the greatest of (a) the Prime Rate at such time, (b) 1/2 of 1.00% in excess of the NYFRB Rate at such time, and (c) the Adjusted Term SOFR Rate for a Term Benchmark Loan with a one-month Interest Period as published two (2) U.S. Government Securities Business Days prior to such day (or if such day is not a Business Bay, the immediately preceding Business Day, *plus* 1.00%; **provided** that, for the purpose of this definition, the Adjusted Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 6:00 a.m. New York City time on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology); **provided further** that, in no event shall the Base Rate be less than zero. Any change in the Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate, respectively. If the Base Rate is being used as an alternate rate of interest pursuant to Section 2.13 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.13(b)), then the Base Rate shall be the greater of clause (a) and (b) above and shall be determined without reference to clause (c) above. When used in reference to any Loan or Borrowing, "Base Rate" refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Base Rate.

"***Benchmark***" means, initially, with respect to any Term Benchmark Loan, the Term SOFR Rate; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 2.13.

"***Benchmark Replacement***" means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

~~(1)~~ (1) Adjusted Daily Simple SOFR; or

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

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

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

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

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

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

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

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

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

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

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

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

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

"***Benchmark Unavailability Period***" means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.13 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.13.

"***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.

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

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

"***Borrowers***" has the meaning set forth in the preamble to this Agreement.

"***Borrower Representative***" has the meaning assigned to such term in Section 11.01.

"***Borrowing***" means (a) Loans of the same Class and Type made, converted or continued on the same date and, in the case of Term Benchmark Loans, as to which a single Interest Period is in effect, or (b) a Swingline Loan.

"***Borrowing Request***" means a request by the Borrower Representative for a Borrowing in accordance with Section 2.3.

"***Business Day***" means any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; **provided** that in relation to RFR Loans and any interest rate settings fundings, disbursements, settlements or payments of any such RFR Loan, or any other dealings of such RFR Loan, any such day that is only an U.S. Government Securities Business Day.

"***Capital Expenditures***" means, with respect to any Person for any period, the amount of all expenditures by such Person and its Restricted Subsidiaries during such period that are capital expenditures as determined in accordance with GAAP.

"***Capital Lease Obligations***" means all leases that have been or are required to be, in accordance with GAAP, recorded as capitalized leases; **provided** that for all purposes hereunder the amount of obligations under any Capital Lease Obligations shall be the amount thereof accounted for as a liability in accordance with GAAP.

"***Cash Collateralize***" means to deposit in a Controlled Account or to pledge and deposit with or deliver to the Administrative Agent, for the benefit of one or more of Issuing Lender or Lenders, as collateral for the LC Exposure or obligations of Lenders to fund participations in respect of the LC Exposure, cash or Deposit Account balances or, if Administrative Agent and each applicable Issuing Lender shall agree in their sole discretion, other credit support, in each case pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and each applicable Issuing Lender. "***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 any Borrower or any Restricted Subsidiary:

(a) Dollars, Euros, Pounds Sterling, Canadian Dollars, or any national currency of any country that is a member state of the European Union or local currencies held from time to time in the Ordinary Course of Business,

(b) readily marketable securities issued or directly and fully and unconditionally guaranteed or insured by the United States government, Canada or any country that is a member state of the European Union or any agency or instrumentality thereof the securities of which are unconditionally guaranteed as a full faith and credit obligation of such government with maturities of 24 months or less from the date of acquisition,

(c) certificates of deposit, time deposits, and eurodollar time deposits with maturities of one year or less from the date of acquisition, demand deposits, bankers' acceptances with maturities not exceeding one year, and overnight bank deposits, in each case with any commercial bank having capital and surplus of not less than $500,000,000 in the case of U.S. banks and $500,000,000 (or the foreign currency equivalent thereof as of the date of determination) in the case of foreign banks, including Canadian banks,

(d) repurchase obligations for underlying securities of the types described in clauses (b) and (c) above and clause (h) below entered into with any financial institution meeting the qualifications specified in clause (c) above,

(e) commercial paper rated at least P-2 (or the equivalent thereof) by Moody's or at least A-2 (or the equivalent thereof) by S&P and in each case maturing within 12 months after the date of acquisition thereof,

(f) marketable short-term money market and similar securities having a rating of at least P-2 or A-2 (or, in either case, the equivalent thereof) from either Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized ratings agency) and in each case maturing within 12 months after the date of creation or acquisition thereof,

(g) readily marketable direct obligations issued by any state, commonwealth, or territory of the United States or any political subdivision or taxing authority thereof having the highest credit rating obtainable from either Moody's or S&P with maturities of 24 months or less from the date of acquisition,

(h) Indebtedness or preferred Equity Interest issued by Persons with a rating of "A" (or the equivalent thereof) or higher from S&P or "A2" (or the equivalent thereof) or higher from Moody's with maturities of 24 months or less from the date of acquisition,

(i) solely with respect to any Foreign Subsidiary: (i) obligations of the national government of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, in each case maturing within one year after the date of investment therein; (ii) certificates of deposit of, bankers acceptances of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least "A-2" or the equivalent thereof or from Moody's is at least "P-2" or the equivalent thereof (any such bank being an "Approved Foreign Bank"), and in each case with maturities of not more than 24 months from the date of acquisition; and (iii) the equivalent of demand deposit accounts which are maintained with an Approved Foreign Bank, in each case, customarily used by entities for cash management purposes in any jurisdiction outside the United States to the extent reasonably required in connection with any business conducted by such Foreign Subsidiary organized in such jurisdiction, and

(j) in the case of investments by any Foreign Subsidiary or investments made in a country outside the United States, Cash Equivalents shall also include investments of the type and maturity described in clauses (a) through (i) above of foreign obligors to the extent such investments are necessary or useful for the business of such Person, which investments have ratings, described in such clauses or equivalent ratings from comparable foreign rating agencies, and

(k) investment funds investing all or substantially all of their assets in securities of the types described in clauses (a) through (i) above.

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

"***Cash Management Services***" means (a) cash management, treasury or related services (including the Automated Clearing House processing of electronic fund transfers through the direct Federal Reserve Fedline system, credit cards, credit card processing services, debit cards, stored value cards, gift cards, purchase cards (including so-called "procurement cards" or "P-cards") and controlled disbursement and overdraft services), (b) deposit and other accounts and (c) merchant services (other than those constituting a line of credit) provided by a depository bank to its customers. For the avoidance of doubt, Cash Management Services do not include obligations under Hedging Agreements.

"***CFC***" means any direct or indirect Subsidiary of Borrower that is "a controlled foreign corporation" (within the meaning of Section 957(a) of the Code) any shares of which are treated as owned directly or indirectly by a "United States Shareholder" (within the meaning of Section 951(b) of the Code) as measured for purposes of Section 958 of the Code.

"***Change in Control"*** means: (a) at any time prior to an Initial Public Offering, (i) the Permitted Holders shall cease to own and control, directly or indirectly, at least 50.1% of the total voting power of all of the Equity Interests of Holdings or (ii) Holdings (or New Holdings) shall cease to own, directly or indirectly, 100% of the Equity Interests of the Company; or (b) at any time after an Initial Public Offering, another person or group (other than the Permitted Holders and any employee benefit plan and/or person acting as the trustee, agent or other fiduciary or administrator) acquires more than the greater of (x) 35% of the outstanding voting common stock of Holdings, and (y) the percentage of then outstanding voting common stock of Holdings held, directly or indirectly, by the Permitted Holders.

Notwithstanding the preceding or any provision of Rule 13d-3 of the Exchange Act (or any successor provision), a Person or group shall not be deemed to beneficially own securities subject to an equity or asset purchase agreement, merger agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the transactions contemplated by such agreement.

"***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 or 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, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"***Claim***" has the meaning set forth in Section 10.26.

"***Class***", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Credit Loans, Extended Revolving Credit Loans, Initial Term Loans, Second Amendment Term Loans, Third Amendment Term Loans, Fourth Amendment Delayed Draw Term Loans, Refinancing Term Loans, Replacement Term Loans, Refinancing Delayed Draw Term Loans, a given Tranche of Incremental Term Loans, a given Tranche of Incremental Delayed Draw Term Loans or Swingline Loans and, when used in reference to any Commitment, refers to whether such Commitment is a Revolving Credit Commitment, Initial Term Loan Commitment, Second Amendment Term Loan Commitment, Third Amendment Term Loan Commitment or Fourth Amendment Delayed Draw Term Loan Commitment.

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

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

"***Collateral***" means the property over which a Lien has been or is intended to be granted to the Administrative Agent pursuant to the Security Documents (but in any event excluding the Excluded Property or any similar term in any Security Documents).

"***Collateral Account***" means a blocked, cash collateral account (which may be interest bearing) opened by Administrative Agent and constituting Collateral pursuant to the Security Agreement.

"***Commitment***" means a Revolving Credit Commitment, the Initial Term Loan Commitment, the Second Amendment Term Loan Commitment, the Third Amendment Term Loan Commitment, a Fourth Amendment Delayed Draw Term Loan Commitment or any combination thereof (as the context requires).

"***Commitment Letter***" means that certain amended and restated commitment letter, dated as July 30, 2021, executed by the Initial Borrower, and the Lead Arranger, PGIM and Voya.

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

"***Communication***" has the meaning assigned to such term in Section 10.1(a).

"***Companies***" means Holdings, the Borrower and each Restricted Subsidiary.

"***Company***" has the meaning set forth in the preamble to this Agreement.

"***Competitor***" means any Person that is or becomes a competitor of the Borrowers and/or any of their respective Subsidiaries or an Affiliate of such competitor, in each case to the extent identified by the Borrowers or the Sponsor in writing as a "Disqualified Institution" with the consent of the Administrative Agent (such consent not to be unreasonably withheld, conditioned, denied or delayed) from time to time.

"***Compliance Certificate***" has the meaning assigned to such term in Section 5.1(c).

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

"***Consolidated Current Assets***" means, with respect to the Borrowers and the Restricted Subsidiaries on a consolidated basis at any date of determination, all assets (other than cash and Cash Equivalents) that would, in accordance with GAAP, be classified on a consolidated balance sheet of the Borrowers and its Restricted Subsidiaries as current assets at such date of determination, other than amounts related to current or deferred Taxes based on income, profits or capital gains on assets held for sale, loans (permitted) to third parties, pension assets, deferred bank fees and derivative financial instruments, and excluding the effects of adjustments pursuant to GAAP resulting from the application of recapitalization accounting or purchase accounting, as the case may be, in relation to the Acquisition or any consummated acquisition.

"***Consolidated Current Liabilities***" means, with respect to the Borrowers and the Restricted Subsidiaries on a consolidated basis at any date of determination, all liabilities that would, in accordance with GAAP, be classified on a consolidated balance sheet of the Borrower sand its Restricted Subsidiaries as current liabilities at such date of determination, other than (a) the current portion of any Indebtedness, (b) the current portion of interest expense, (c) accruals for current or deferred Taxes based on income or profits, (d) accruals of any costs or expenses related to restructuring reserves, (e) deferred revenue, (f) any Revolving Credit Exposure or Revolving Credit Loans, and (f) the current portion of pension liabilities and excluding the effects of adjustments pursuant to GAAP resulting from the application of recapitalization accounting or purchase accounting, as the case may be, in relation to the Acquisition or any consummated acquisition.

"***Consolidated EBITDA***" means, for any period for the Borrowers and the Restricted Subsidiaries:

(a) Consolidated Net Income; *plus*

(b) to the extent subtracted in determining such Consolidated Net Income and without duplication:

(i) Interest Expense;

(ii) without duplication, provision for taxes based on income (or similar taxes in lieu of income taxes), profits or capital gains of the Borrowers and the Restricted Subsidiaries, including federal, foreign, state, local, franchise, excise and similar taxes and foreign withholding taxes paid or accrued during such period including penalties and interest related to such taxes or arising from any tax examinations paid or accrued during such period or, to the extent reflected as a charge in the statement of such Consolidated Net Income (regardless of classification), any tax distributions (including Permitted Tax Distributions) made during, or with respect, such period;

(iii) depreciation and amortization expense, including the following non-cash items to the extent constituting depreciation and amortization expense in accordance with GAAP: amortization of deferred financing fees or costs, debt issuance costs, commissions, fees, and expenses, capitalized expenditures, or costs, amortization of expenditures relating to software, license and intellectual property payments, amortization of any lease related assets recorded in purchase accounting, customer acquisition costs, unrecognized prior service costs and actuarial gains and losses related to pensions and other post-employment benefits, the amortization of original issue discount resulting from the issuance of Indebtedness at less than par and incentive payments, conversion costs, and contract acquisition costs of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP;

(iv) the amount of transaction, management, monitoring, consulting and advisory fees, indemnities and related expenses paid or accrued in such period to (or on behalf of) the Sponsor (including those owed under any Sponsor or other Investor management agreement or any fees owed to the Sponsor for any financial advisory, financing, underwriting or placement services or in respect of other investment banking activities), any other Investor in Holdings, or any direct or indirect parent of Holdings, and the amount of fees, expenses and indemnities paid to directors, including directors of any direct or indirect parent of Holdings, in each case, to the extent permitted hereunder;

(v) Transaction Costs, accruals, charges, payments, expenses and transaction costs and expenses (including rationalization, legal, tax, structuring and other costs and expenses) incurred in connection with Permitted Acquisitions, Investments, Dispositions (other than Ordinary Course Dispositions), issuance, repayment, amendments, or modifications, negotiation, forbearance, extension or waiver of Indebtedness or issuance of Equity Interests, or the Fifth Amendment Transactions, in each case, to the extent permitted by this Agreement whether or not consummated;

(vi) all non-cash charges, expenses and losses, including, without limitation, any non-cash asset retirement costs, non-cash compensation charges, non-cash translation (gain) loss and non-cash expense relating to the vesting of warrants (in each case other than to the extent constituting a reserve for a future cash charge);

(vii) extraordinary, non-recurring, exceptional or unusual charges, losses and expenses or special items;

(viii) cost savings, operating expense reductions and synergies related to the Acquisition, or related to mergers and other business combinations, acquisitions, divestitures of business entities or properties or assets constituting a division or line of business of any business entity (and purchases and dispositions of intellectual property if, solely in the case of acquisitions, pro forma treatment is elected by the Borrowers in their discretion on a case-by-case basis), restructurings, cost savings initiatives, other operational initiatives (including, to the extent applicable, from the Transactions or implemented increased pricing) and other similar initiatives, including any "run-rate" cost synergies, operating expense reductions and other operating changes, improvements, initiatives and cost savings (but excluding "run-rate" revenue synergies and revenue enhancements (other than implemented increased pricing), consummated after the Effective Date, in each case that are reasonably identifiable and factually supportable and projected by the Borrowers in good faith to result from actions that have been taken or with respect to which substantial steps have been taken or are expected to be taken (in the good faith determination of the Borrowers) within 24 months after the Effective Date with respect to the Acquisition, or 24 months after a merger or other business combination, acquisition, divestiture, restructuring, cost savings initiative or other initiative is consummated respectively, and, in each case, reasonably anticipated to be realizable within 24 months of such transaction, in each case, net of the amount of actual benefits realized during such period; provided that no addbacks pursuant to this clause (viii) shall be permitted with respect to Second Amendment Acquisition starting with the Fiscal Quarter ended September 30, 2024;

(ix) severance, relocation costs, integration and facilities' opening costs and other business optimization expenses and charges (including related to new product introductions and other strategic or cost saving initiatives, systems design, upgrade and implementation costs), one-time restructuring charges, accruals or reserves (including restructuring and integration costs related to acquisitions after the Effective Date and adjustments to existing reserves), whether or not classified as restructuring expense on the consolidated financial statements, signing bonuses, retention or completion bonuses, including payments made to employees or others who are subject to non-compete agreements, other executive recruiting and retention costs, transition costs, costs related to closure/consolidation of or opening or pre-opening of facilities or discontinued operations, internal costs in respect of strategic initiatives, contract termination costs, stock option and other equity-based compensation expenses, severance costs, including, without limitation, any one-time expense relating to enhanced accounting function or other transaction costs, including those associated with becoming a standalone entity or a public company, and public company costs;

(x) add-backs and adjustments (A) set forth in the (x) quality of earnings analysis delivered to the Administrative Agent on June 24, 2021 or any other quality of earnings analysis prepared by other independent registered public accountants of recognized national standing or any other accounting firm reasonably acceptable to the Administrative Agent (it being understood and agreed that any of the "Big Four" accounting firms are acceptable) and delivered to the Administrative Agent in connection with any Permitted Acquisition or other Investment permitted hereunder and (y) the Sponsor model delivered to the Lead Arranger on June 24, 2021 and (B) consistent with Regulation S-X;

(xi) the fees, costs and expenses related to the cumulative effect of a change in accounting principles and the implementation of ASC 606;

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

(xiii) any non-cash increase in expenses (A) resulting from the revaluation of inventory (including any impact of changes to inventory valuation policy methods including changes in capitalization of variances) or other inventory adjustments, or any other acquisition or (B) due to purchase accounting;

(xiv) proceeds of business interruption insurance (including proceeds expect to be received within one year with a reduction if not received within such period);

(xv) charges, losses or expenses to the extent paid for, reimbursed, indemnified or insured by a third party (or reasonably expected to be so paid or reimbursed within one year after the end of such period with a reduction if not received within such period);

(xvi) minority interest expense to the extent reducing Consolidated Net Income;

(xvii) costs and expenses related to implementation of operational and reporting systems and technology initiatives;

(xviii) letter of credit fees;

(xix) non-recurring costs, expenses and charges in connection with environmental matters and litigation (including related to settlements thereof);

(xx) any director's fees and related expenses payable to any independent director of Holdings in cash during such period to the extent otherwise permitted hereunder;

(xxi) any net loss (less gains) from disposed, abandoned or discontinued operations or product lines outside of the Ordinary Course of Business;

(xxii) payments by the Borrowers and the Restricted Subsidiaries paid or accrued during such period in respect of purchase price holdbacks, earn outs and other similar contingent obligations to the extent deducted in calculating Consolidated Net Income of the Borrowers and the Restricted Subsidiaries other than Indebtedness;

(xxiii) [reserved];

(xxiv) the amount of loss or discount on sale of (x) Receivables Assets and related assets in connection with a Receivables Facility and (y) Securitization Assets and related assets in connection with a Qualified Securitization Financing, in each case, deducted (and not added back) in computing Consolidated Net Income; **provided**, that such amount of loss or discount on sale shall not exceed 10% of the face value of such assets;

(xxv) the amount of costs and expenses relating to payments made to option holders of any direct or indirect parent of the Borrowers in connection with, or as a result of, any distribution being made to equityholders of such Person;

(xxvi) [reserved]; and

(xxvii) expenses (but not lost revenue) arising from any event, occurrence, fact, condition or change, directly or indirectly arising out of or attributable to COVID-19 in an aggregate amount not to exceed $2,000,000 after the Effective Date; *minus*

(c) to the extent included in determining such Consolidated Net Income, (i) all non-cash gains and income, and all extraordinary, unusual or non-recurring gains or income, in each case on a consolidated basis determined in accordance with GAAP applied on a consistent basis and (ii) minority interest income added to Consolidated Net Income and not deducted therefrom during such period;

provided that the amounts added-back to Consolidated EBITDA pursuant to the foregoing clauses (b)(viii) and (b)(ix) shall in no event in the aggregate exceed 30% of Consolidated EBITDA (calculated after adding-back such amounts); **provided further**, for the purposes of calculating Consolidated EBITDA for any Fiscal Quarter (a "***Reference Period***") for all purposes in this Agreement, (x) if at any time during such Reference Period, the Borrowers or any of their Restricted Subsidiaries shall have made any Material Disposition, the Consolidated EBITDA for such Reference Period shall be reduced by an amount equal to the earnings before interest, taxes, depreciation and amortization (if positive) attributable to the property that is the subject of such Material Disposition for such Reference Period or increased by an amount equal to the earnings before interest, taxes, depreciation and amortization (if negative) attributable thereto for such Reference Period, and (y) if during such Reference Period, the Borrowers or any of their Restricted Subsidiaries shall have made a Permitted Acquisition or permitted Investment of a business line or division, Consolidated EBITDA for such Reference Period shall be calculated after giving effect on a *pro forma* basis to the earnings before interest, taxes, depreciation and amortization of any Acquired Entity or Business, including, in each case during such period, as if such Permitted Acquisition had occurred on the first day of such period, in each case in accordance with Section 1.8.

Notwithstanding anything to the contrary, (I) Consolidated EBITDA shall be deemed to be $6,751,025.73 for the Fiscal Quarter ended September 28, 2020, $4,611,123.28 for the Fiscal Quarter ended December 28, 2020, $8,553,718.80 for the Fiscal Quarter ended March 29, 2021, $8,099,268.35 for the Fiscal Quarter ended June 28, 2021, (II) Consolidated EBITDA shall be deemed to be $12,427,000, $17,380,000, $18,836,000 and $11,816,000 for the Fiscal Quarters ended September 25, 2023, January 1, 2024, April 1, 2024 and July 1, 2024, respectively, it being understood and agreed that any adjustments included in the foregoing amounts set forth in this clause (II) that are adjustments described under clauses (b)(viii) and (b)(ix) of this definition shall be subject to the 30% cap set forth in the proviso immediately following clause (c) of this definition, and (III) in no event shall anything in this definition be interpreted to permit any add-back for revenue synergies, revenue enhancement, future revenue from new or amended contracts (other than with respect to implemented increased pricing).

"***Consolidated First Lien Net Leverage Ratio***" means, as of any date of determination, the ratio of (a)(i) the aggregate principal amount of all outstanding Funded Debt of the Borrowers and their Restricted Subsidiaries as of such date that is secured by a lien on the Collateral on a senior or pari passu basis (without regard to remedies) with the Liens on the Collateral securing the Obligations under this Agreement, ***minus*** (ii) Unrestricted Cash, in each case as of such date to (b) Consolidated EBITDA for the most recently ended four Fiscal Quarter period for which financial statements have been delivered to the Administrative Agent pursuant to Section 5.1(a) or (b).

"***Consolidated Net Income***" means, for any period, the net income (or loss) of the Borrowers and the Restricted Subsidiaries for such period determined on a consolidated basis in accordance with GAAP; **provided** that, without duplication,

(a) the costs and expenses related to implementation of operational and reporting systems and technology initiatives shall be excluded;

(b) the fees, costs and expenses related to the cumulative effect of a change in accounting principles and the implementation of ASC 606 shall be excluded;

(c) any non-cash increase in expenses (A) resulting from the revaluation of inventory (including any impact of changes to inventory valuation policy methods including changes in capitalization of variances) or other inventory adjustments, or any other acquisition or (B) due to purchase accounting shall be excluded;

(d) any gains or losses (less all fees, expenses and charges relating thereto) attributable to asset dispositions or abandonments or the sale or other disposition of any Equity Interests of any Person, in each case other than in the Ordinary Course of Business, as determined in good faith by the Borrowers, shall be excluded;

(e) the net income (loss) for such period of any Person that is not a Subsidiary of the Borrowers, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be excluded; **provided** that Consolidated Net Income of the Borrowers shall be increased by the amount of dividends or distributions or other payments that are actually paid in cash or Cash Equivalents (or to the extent subsequently converted into cash or Cash Equivalents) from the operations of such Person to the Borrower or a Restricted Subsidiary thereof in respect of such period;

(f) any impairment charge or asset write-off or write-down, including impairment charges or asset write-offs or write-downs related to intangible assets, long-lived assets, investments in debt and equity securities or as a result of a change in law or regulation, in each case, pursuant to GAAP, and the amortization of intangibles arising pursuant to GAAP shall be excluded;

(g) any non-cash compensation charge or expense, including any such charge or expense arising from the grants of stock appreciation or similar rights, stock options, restricted stock or other rights or equity incentive programs or any other equity-based compensation shall be excluded, and any cash charges associated with the rollover, acceleration or payout of Equity Interests by management of the Borrowers or any of its direct or indirect parents in connection with the Transactions or an Initial Public Offering, shall be excluded;

(h) any expenses, charges or losses that are covered by indemnification or other reimbursement provisions in connection with any Investment, Permitted Acquisition or any sale, conveyance, transfer or other disposition of assets permitted under this Agreement, to the extent actually reimbursed, or, so long as the Borrowers have made a determination that a reasonable basis exists for indemnification or reimbursement and only to the extent that such amount is in fact indemnified or reimbursed within 365 days of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so indemnified or reimbursed within such 365-day period), shall be excluded;

(i) to the extent covered by insurance and actually reimbursed, or, so long as the Borrowers have made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and only to the extent that such amount is in fact reimbursed within 365 days of the date of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so reimbursed within such 365 days), expenses, charges or losses with respect to liability or casualty events or business interruption shall be excluded;

(j) the income (or loss) of any Person accrued prior to the date it becomes a Restricted Subsidiary of the Borrowers or is merged into or consolidated with a Borrower or any of its Subsidiaries or such Person's assets are acquired by a Borrower or any of its Restricted Subsidiaries shall be excluded (except to the extent required for any calculation of Consolidated EBITDA on a pro forma basis in accordance with Section 1.8);

(k) solely for the purpose of determining the Available Amount pursuant to clause (b) of the definition thereof, the income of any Restricted Subsidiary of a Borrower that is not a Guarantor to the extent that the declaration or payment of dividends or similar distributions by such Restricted Subsidiary of such income is not at the time permitted by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to such Restricted Subsidiary shall be excluded unless such restriction with respect to the payment of dividends or similar distributions (i) has been legally waived or otherwise released, (ii) is imposed pursuant to this Agreement and other Loan Documents, or (iii) arises pursuant to an agreement or instrument related to any Ratio Debt or Incremental Equivalent Debt incurred pursuant to Section 6.1(ee) if the encumbrances and restrictions contained in any such agreement or instrument taken as a whole are not materially less favorable to the Secured Parties than the encumbrances and restrictions contained in the Loan Documents (as determined by the Borrowers in good faith), except (solely to the extent permitted to be paid) to the extent of the amount of dividends or other distributions actually paid to a Borrower or any of their Restricted Subsidiaries that are Guarantors by such Person during such period in accordance with such documents and regulations;

(l) any deferred tax expense associated with tax deductions or net operating losses arising as a result of the Transactions, or the release of any valuation allowance related to such items, shall be excluded;

(m) gains and losses due solely to fluctuations in currency values and the related tax effects determined in accordance with GAAP for such period shall be excluded;

(n) any non-cash net pension or other post-employment benefit costs representing amortization of unrecognized prior service costs, actuarial losses, including amortization of such amounts arising in prior periods, amortization of the unrecognized net obligation (and loss or cost) existing at the date of initial application of Statement of Financial Accounting Standards Nos. 87, 106 and 112, and any other items of a similar nature, shall be excluded;

(o) any non-cash adjustments resulting from the application of Accounting Standards Codification Topic No. 460, Guarantees, or any comparable regulation, shall be excluded;

(p) payments by the Borrowers and the Restricted Subsidiaries paid or accrued during such period in respect of purchase price holdbacks, earn outs and other similar contingent obligations shall be excluded;

(q) extraordinary, non-recurring, exceptional or unusual charges, losses and expenses or special items shall be excluded;

(r) the amount of transaction, management, monitoring, consulting and advisory fees, indemnities and related expenses paid or accrued in such period to (or on behalf of) the Sponsor (including those owed under any Sponsor or other Investor management agreement or any fees owed to the Sponsor for any financial advisory, financing, underwriting or placement services or in respect of other investment banking activities), any other Investor in Holdings, or any direct or indirect parent of Holdings, and the amount of fees, expenses and indemnities paid to directors, including directors of any direct or indirect parent of Holdings, in each case, to the extent permitted hereunder, shall be excluded; and

(s) proceeds of business interruption insurance (including proceeds expected to be received within one year with a reduction if not received within such period).

For the avoidance of doubt, Consolidated Net Income shall be calculated, including pro forma adjustments, in accordance with Section 1.8.

"***Consolidated Net Leverage Ratio***" means, as of any date of determination, the ratio of (a)(i) the aggregate principal amount of all outstanding Funded Debt of the Borrowers and their Restricted Subsidiaries as of such date, *minus* (ii) Unrestricted Cash, in each case as of such date to (b) Consolidated EBITDA for the most recently ended four Fiscal Quarter period for which financial statements have been delivered to the Administrative Agent pursuant to Section 5.1(a) or (b).

"***Consolidated Secured Net Leverage Ratio***" means, as of any date of determination, the ratio of (a)(i) the aggregate principal amount of all outstanding Funded Debt of the Borrowers and their Restricted Subsidiaries that is secured by a Lien on the Collateral, *minus* (ii) Unrestricted Cash, in each case as of such date to (b) Consolidated EBITDA for the most recently ended four Fiscal Quarter period for which financial statements have been delivered to the Administrative Agent pursuant to Section 5.1(a) or (b).

"***Consolidated Working Capital***" means, at any date, the difference of (a) Consolidated Current Assets of the Borrowers and their Restricted Subsidiaries on such date less (b) Consolidated Current Liabilities of Holdings and its Restricted Subsidiaries on such date; **provided** that increases or decreases in Consolidated Working Capital shall be calculated without regard to any changes in Consolidated Current Assets or Consolidated Current Liabilities as a result of (a) any reclassification in accordance with GAAP of assets or liabilities, as applicable, between current and non-current, (b) the effects of purchase accounting or (c) the effect of fluctuations in the amount of accrued or contingent obligations, assets or liabilities under Swap Obligations.

"***Control Agreements***" means, collectively, those control agreements in form and substance reasonably acceptable to the Administrative Agent entered into among (a) the depository institution maintaining any Deposit Account (to the extent required under the Loan Documents), the securities intermediary maintaining any securities account, or the commodity intermediary maintaining any commodity account, (b) an Obligor or Defaulting Lender, as applicable, and (c) Administrative Agent, pursuant to which Administrative Agent obtains control (within the meaning of the applicable provision of the UCC) over such Deposit Account, securities account or commodity account.

"***Controlled Account***" means each Deposit Account, securities account, or commodities account that is subject to a Control Agreement.

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

"***Credit Agreement Refinancing Indebtedness***" means any Indebtedness issued, incurred or otherwise obtained (including by means of the extension or renewal of existing Indebtedness) by one or more Obligors (other than Holdings (other than as a guarantor)) in exchange for, or to extend, renew, replace or refinance, in whole or in part, existing Term Loans or, in whole or in part, existing Revolving Credit Loans (or unused Revolving Credit Commitments) (including any successive Credit Agreement Refinancing Indebtedness) ("***Refinanced Debt***" and any such Refinanced Debt that consists of Term Loans, "***Refinanced Term Debt***" and any such Refinanced Debt that is a revolving credit facility, "***Refinanced Revolving Debt***"); **provided** that:

(a) such exchanging, extending, renewing, replacing or refinancing Indebtedness is in an original aggregate principal amount not greater than the aggregate principal amount of the Refinanced Debt outstanding at the time of such exchange (plus any unused commitments thereunder), extension, renewal, replacement or refinancing except by an amount equal to unpaid accrued interest and premium (including tender premium) thereon, plus upfront fees and original issue discount on such exchanging, extending, renewing, replacing or refinancing Indebtedness, plus other reasonable and customary fees and expenses in connection with such exchange, extension, renewal, replacement or refinancing and (i) substantially concurrently with the incurrence of any such Refinancing Term Loans, 100% of the proceeds thereof or 100% of the aggregate principal amount thereof shall be applied to repay (or shall be exchanged for, extend, renew or replace) the Refinanced Term Debt (including accrued interest, fees and premiums (if any) payable in connection therewith) and to pay such other reasonable and customary fees and expenses in connection with such exchange, extension, renewal, replacement or refinancing, (ii) substantially concurrently with the effectiveness of such Refinancing Revolving Credit Commitments, all of the Revolving Credit Commitments in effect immediately prior to such effectiveness shall be terminated, and all of the Revolving Credit Loans then outstanding, together with interest thereon and all other amounts accrued for the benefit of the Revolving Credit Lenders, shall be repaid or paid, (iii) substantially concurrently with the effectiveness of such Refinancing Delayed Draw Term Loan Commitments, all of the applicable DDTL Commitments in effect immediately prior to such effectiveness shall be terminated and (iv) on the date such Refinancing Delayed Draw Term Loans are issued, incurred or obtained, 100% of the proceeds thereof or 100% of the aggregate principal amount thereof shall be applied to repay (or shall be exchanged for, extend, renew or replace) the Refinanced Debt (including accrued interest, fees and premiums (if any) payable in connection therewith) and to pay such other reasonable and customary fees and expenses and accrued interest and premium in connection with such exchange, extension, renewal, replacement or refinancing;

(b) except in the case of a customary bridge facility that is subject to an automatic conversion within one (1) year of issuance of such bridge facility on terms that would otherwise satisfy this clause (b) such Indebtedness has a maturity the same as or later to occur than, and, in the case of Refinanced Term Debt only, a Weighted Average Life to Maturity equal to or greater than, in each case, the Refinanced Debt;

(c) at no time shall there be more than one tranche or Class of Revolving Credit Commitments hereunder other than with respect to extensions permitted under Section 2.23;

(d) the other terms and documentation in respect of any such Refinanced Term Debt, to the extent inconsistent with the terms and documentation with respect to the existing Term Loan, shall be determined by the Borrowers and shall, at the option of the Borrowers, (a) reflect current market terms and conditions (taken as a whole) at the time of incurrence or issuance (as reasonably determined by the Borrowers), (b) be consistent with the terms of the corresponding Class of Term Loans unless, in the case of this clause (b), (x) the Lenders under the corresponding Class of Term Loans also received the benefit of such more restrictive terms or (y) any such provisions apply only after the maturity date of the relevant Class of Term Loans, or (c) not be materially more restrictive to the Borrowers, when taken as a whole, than the terms of the applicable Class of Term Loans (as reasonably determined by the Borrowers);

(e) such Indebtedness shall not be secured by any assets other than the Collateral and shall not be guaranteed by any Person other than the Guarantors (unless such guaranty affirmatively is declined by the Administrative Agent as credit support for the Obligations, it being agreed, for the avoidance of doubt, that a Person qualifying as an Excluded Subsidiary shall not result in the Administrative Agent being deemed to have declined such guaranty);

(f) the interest rate, margin, original issue discount, up-front fees and other fees and rate floors for such Credit Agreement Refinancing Indebtedness in the form of Refinanced Term Debt may be determined by the Borrowers and the Lenders providing such Refinanced Term Debt, as applicable, providing such Refinanced Term Debt; provided that, in the event that the All-in Yield for any such Refinanced Term Debt that ranks pari passu in right of payment and security with the existing Term Loans incurred (other than in reliance on clause (i) of the Incremental Amount) is greater than the All-in Yield for the existing Term Loans by more than 50 basis points, then the Applicable Margin for the existing Term Loans shall be increased to the extent necessary so that the All-in Yield for such Refinanced Term Debt is no more than 50 basis points higher than the All-in-Yield for the existing Term Loans; provided that, in the event that the All-In Yield for such Refinanced Term Debt is higher than the All-In Yield for the existing Term Loans solely as a result of a higher rate floor for such Refinanced Term Debt, the adjustment to the All-In Yield of the existing Term Loans shall be effected solely by increasing the rate floor;

(g) such Refinanced Debt shall be repaid, defeased or satisfied and discharged, and all accrued interest, fees and premiums (if any) in connection therewith shall be paid, on the date such Credit Agreement Refinancing Indebtedness is issued, incurred or obtained;

(h) the aggregate Revolving Credit Commitments under such Credit Agreement Refinancing Indebtedness shall not exceed, without duplication, the Revolving Credit Commitments and existing Revolving Credit Loans being replaced;

(i) the aggregate DDTL Commitments under such Credit Agreement Refinancing Indebtedness shall not exceed, without duplication, the applicable DDTL Commitments and existing Delayed Draw Term Loans being replaced; and

(j) (x) if any Sponsor Controlled Affiliated Lender provides any Credit Agreement Refinancing Indebtedness it shall be subject to the same limitations and restrictions set forth in Section 10.4(g) as if such Sponsor Controlled Affiliated Lender were purchasing Term Loans by assignment and (y) no Sponsor Controlled Affiliated Lender shall provide or hold any Revolving Credit Loans or Revolving Credit Commitments.

"***Cure Termination Date***" has the meaning assigned to such term in Section 8.3.

"***Daily Simple SOFR***" means, for any day (a "***SOFR Rate Day***"), a rate per annum equal to SOFR for the day (such day "***SOFR Determination Date***") that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website; **provided** that if Daily Simple SOFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower Representative.

"***DDTL Commitment***" means at any time, with respect to each Lender, the commitment, if any, of such Lender to make Delayed Draw Term Loans, as such commitment may be (a) reduced from time to time pursuant to Section 2.8 and (b) reduced or increased from time to time pursuant to assignments by or to such DDTL Lender pursuant to Section 10.4, or (c) increased pursuant to Section 2.19. As of the Fourth Amendment Effective Date, the DDTL Commitments include the Fourth Amendment Delayed Draw Term Loan Commitments.

"***DDTL Lender***" means each Lender with a DDTL Commitment or who holds Delayed Draw Term Loans.

"***Debt Fund Affiliate***" means an Affiliate of the Sponsor that is a bona fide debt fund that is primarily engaged in making, purchasing, holding or otherwise investing in commercial loans in the ordinary course of business with respect to which none of the Sponsor, Holdings, the Borrowers or Restricted Subsidiaries or any of their respective Affiliates that is not such a bona fide debt fund makes investment decisions or otherwise has the power to cause the direction of such Affiliates investment decision.

"***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.

"***Declined Proceeds***" has the meaning assigned to such term in Section 2.10(d)(iii).

"***De Minimis Asset Sale Proceeds***" has the meaning assigned to such term in Section 2.10(b)(i).

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

"***Default Rate***" means a per annum interest rate equal to (a) in the case of any Loans, 2% *plus* the rate otherwise applicable to such Loan (including the Applicable Margin) or (b) in the case of any other Obligation, 2% *plus* the rate applicable to Base Rate Loans (including the Applicable Margin) as provided in Section 2.12(a).

"***Defaulting Lender***" means, subject to Section 2.21(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 Administrative Agent and the Borrower Representative in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, any Issuing Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit) within two Business Days of the date when due, (b) has notified the Borrower Representative, Administrative Agent or any Issuing Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by Administrative Agent or the Borrower Representative, to confirm in writing to the Administrative Agent and the Borrower Representative 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 Administrative Agent and the Borrower Representative), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Laws, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity, or (iii) become the subject of a Bail-In Action; **provided** that a Lender shall not be a Defaulting Lender solely by virtue of (x) the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority or (y) an Undisclosed Administration of such Lender so long as such ownership interest or Undisclosed Administration 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 Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) of this definition shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.21(b)) upon delivery of written notice of such determination to the Borrower Representative, each Issuing Lender and each Lender.

"***Delayed Draw Term Loan***" means (a) each term loan funded under the Fourth Amendment Delayed Draw Term Loan Commitments pursuant to Section 2.1(e) or (b) any other DDTL Commitment.

"***Deposit Account***" means a demand, time, savings, passbook, or similar account maintained with an organization engaged in the business of banking, including savings banks, savings and loan associations, credit unions, and trust companies. Neither investment property nor accounts evidenced by an instrument shall constitute a Deposit Account for purposes of this Agreement.

"***Disposition***" means any sale, assignment, lease, license, transfer or other disposition of any property or assets (whether now owned or hereafter acquired) by Holdings or any of its Restricted Subsidiaries to any other Person. The term "***Dispose"*** as a verb has a corresponding meaning.

"***Disqualified Equity Interests***" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests and cash in lieu of fractional shares), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control, asset sale or similar event so long as any rights of the holders thereof upon the occurrence of a change of control, asset sale or similar event shall be subject to Full Satisfaction of the Obligations), (b) is redeemable at the option of the holder thereof (other than (i) solely for Qualified Equity Interests and cash in lieu of fractional shares or (ii) as a result of a change of control, asset sale or similar event so long as any rights of the holders thereof upon the occurrence of a change of control, asset sale or similar event shall be subject to Full Satisfaction of the Obligations, in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is 91 days after the Latest Maturity Date at the time of issuance of such Equity Interests; provided that if such Equity Interests are issued pursuant to a plan for the benefit of employees, officers, directors, managers or consultants of Holdings (or any direct or indirect parent thereof), the Borrowers or the Restricted Subsidiaries or by any such plan to such employees, officers, directors, managers or consultants, such Equity Interests shall not constitute Disqualified Equity Interests solely because it may be required to be repurchased by the Borrower or its Restricted Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of the termination, death or disability of such officers, directors, managers or consultants.

"***Disqualified Institution***" means (a) any Disqualified Lending Institution, (b) any Competitor and (c) any Affiliate (other than a Debt Fund Affiliate) of such Disqualified Lending Institution or Competitor that is readily identifiable solely on the basis of such Affiliate's name; **provided** that (i) no notice delivered by the Borrower Representative shall apply retroactively to disqualify any Person that has previously acquired an assignment or participation interest in the Loans or entered into a Trade, (ii) "Disqualified Institutions" shall exclude any Person that a Borrower Representative has designated as no longer being a "Disqualified Institution" by written notice delivered to the Administrative Agent at [●] from time to time, and (iii) any such designation shall be effective three (3) Business Days after the relevant notice has been delivered to the Administrative Agent. The list of Disqualified Institutions provided by the Borrower Representative and any permitted updates thereto from time to time may be made available to any Lender that specifically requests a copy from Administrative Agent.

"***Disqualified Lending Institution***" means certain banks, financial institutions, institutional lenders and other entities that have been identified by the Borrower Representative to the Administrative Agent as a "Disqualified Lending Institution" (a) on or prior to the date of the Commitment Letter and (b) as may be updated from time to time by the Borrower Representative after the Effective Date with the consent of the Administrative Agent in its reasonable discretion (such request to be delivered to the Administrative Agent at [●] and provided that any such designation shall be effective three (3) Business Days after the Administrative Agent has consented).

"***Dollars***" or "***$***" refers to lawful money of the United States.

"***Domestic Subsidiary***" means any Restricted Subsidiary that is not a CFC.

"***ECF Threshold***" has the meaning assigned to such term in Section 2.10(b)(ii).

"***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 clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.

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

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

"***Effective Date***" means the date on which the conditions set forth in Section 4.1 are satisfied (or waived in accordance with Section 4.1, which date is August 23, 2021).

"***Effective Date Assumption***" has the meaning assigned to such term in Section 10.25.

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

"***Electronic System***" means any electronic system, including e-mail, e-fax, web portal access for the Borrowers and any other Internet or extranet-based site, whether such electronic system is owned, operated or hosted by the Administrative Agent or the Issuing ~~Bank~~Lenders and any of its respective Related Parties or any other Person, providing for access to data protected by passcodes or other security system.

"***Eligible Assignee***" means any Person that meets the requirements to be an assignee under Sections 10.4(b)(iii), 10.4(b)(vi) and (other than a Disqualified Institution) 10.4(b)(vii) (subject to such consents, if any, as may be required under Section 10.4(b)(iii)).

"***Environmental Laws***" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, or binding agreements issued, promulgated or entered into by any Governmental Authority, relating to the protection of the environment, human health and workplace safety, preservation or reclamation of natural resources, or the generation, use, handling, transportation, storage, treatment, disposal, management, release or threatened release of any Hazardous Material, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as amended.

"***Environmental Liability***" means any liability, contingent or otherwise (including any liability for damages, costs of environmental removal, remediation, fines, penalties or indemnities, and including any Lien securing or on account of such liability filed against any Mortgaged Property), of any Obligor or any Restricted Subsidiary resulting from or based upon (a) 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 to the extent liability is assumed or imposed with respect to any of the foregoing.

"***Equity Interests***" means shares of the capital stock (including common and preferred shares), partnership interests, membership interest in a limited liability company, beneficial interests in a trust, or other equity interests; **provided** that any instrument evidencing Indebtedness convertible or exchangeable for Equity Interests shall not be deemed to be Equity Interests unless and until such instrument is so converted or exchanged.

"***Equity Rights***" means, with respect to any Person, any subscriptions, options, warrants, commitments, preemptive rights or agreements of any kind (including any shareholders' or voting trust agreements) for the issuance, sale, registration or voting of, or securities convertible into, any additional Equity Interests in such Person.

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated thereunder and any successor thereto.

"***ERISA Affiliate***" means any trade or business (whether or not incorporated) that, together with a Borrower or any Restricted Subsidiary, is treated as a single employer under Section 414(b) or (c) of the Code, or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"***ERISA Event***" means (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived), (b) the failure to make sufficient contributions to a Plan for any plan year which, in the aggregate, are less than the minimum required contribution determined under Section 412 of the Code, Section 430 of the Code or Section 303 of ERISA for the Plan for the plan year, (c) the existence with respect to any Multiemployer Plan of an "accumulated funding deficiency" (as defined in Section 431 of the Code or Section 304 of ERISA), whether or not waived, (d) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan, (e) the incurrence by a Borrower or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan, (f) the receipt by a Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan, (g) the incurrence by a Borrower or any ERISA Affiliate of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan, or (h) the receipt by a Borrower or any ERISA Affiliate of any notice concerning the imposition of Withdrawal Liability, or a determination that a Multiemployer Plan is, or is expected to be, "insolvent" (within the meaning of Section 4245 of ERISA), or in "endangered" or "critical" status (within the meaning of Section 432 of the Code or Section 305 of ERISA).

"***EU Bail-In Legislation Schedule***" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time. "***Event of Default***" has the meaning assigned to such term in Section 8.1.

"***Event of Loss***" means with respect to any asset of any Obligor or its Restricted Subsidiaries, any of the following: (a) any loss, destruction or damage of such equipment, real property or fixed asset or (b) any actual condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, of such asset, or confiscation of such equipment, real property or fixed asset or requisition of the use of such asset.

"***Excess Cash Flow***" means, for each Excess Cash Flow Period for Holdings and its Restricted Subsidiaries, the excess, if any, of (a) the sum, without duplication, of (i) Consolidated Net Income of Holdings and its Restricted Subsidiaries for such Excess Cash Flow Period, (ii) the amount of all non-cash loss and charges (including depreciation, amortization and non-cash Interest Expense) deducted in arriving at such Consolidated Net Income, and (iii) the amount of the decrease, if any, in Consolidated Working Capital for such Excess Cash Flow Period, ***minus*** (b) the sum, without duplication, of (i) the amount of all non-cash gain and income included in arriving at such Consolidated Net Income, (ii) the aggregate amount of all regularly scheduled principal payments of Funded Debt (including, without limitation, the Loans) of the Borrowers and their Restricted Subsidiaries (other than in respect of any revolving credit facility to the extent there is not an equivalent permanent reduction in commitments thereunder) and scheduled repayments of Capital Lease Obligations (excluding any interest expense portion thereof), in each case, actually paid by the Borrowers and their Restricted Subsidiaries using Internally Generated Cash during such Excess Cash Flow Period, (iii) the amount of the increase, if any, in Consolidated Working Capital for such Excess Cash Flow Period, (iv) to the extent not already deducted in determining such Consolidated Net Income, the aggregate amount actually paid by the Borrowers and their Restricted Subsidiaries using Internally Generated Cash during such Excess Cash Flow Period, or, at the Borrowers' option, committed or budgeted to be used within the next four Fiscal Quarters as applicable, on account of Capital Expenditures, Permitted Acquisitions and other Investments (including Investments in Joint Ventures and any earn-out payment but excluding Investments in cash and Cash Equivalents) and Restricted Payments pursuant to Section 6.6 (excluding Restricted Payments made using clause (b) of the definition of Available Amount), in each case permitted under this Agreement, (v) the amount of cash Taxes paid (including for the avoidance of doubt any Permitted Tax Distributions) or Tax reserves set aside or payable (without duplication) in such period to the extent they exceed the amount of tax expense deducted in determining such Consolidated Net Income for such period (other than the amount of any cash taxes paid in such period to the extent such cash Taxes were subject to a reserve reducing Consolidated Net Income or Excess Cash Flow in a previous period), (vi) to the extent not already deducted in determining such Consolidated Net Income, any fees, expenses or charges paid using Internally Generated Cash during such period, or, at the Borrowers' option, committed or budgeted to be used within the next four Fiscal Quarters, in connection with any Permitted Acquisition, Investment, Disposition (other than Ordinary Course Dispositions), incurrence or repayment of Indebtedness, issuance of Equity Interests, the Fifth Amendment Transactions, amendment or modification of any debt instrument (including any amendment or other modification to this Agreement and the other Loan Documents) and including, in each case, any such transaction undertaken but not completed, and any charges paid in cash or non-recurring merger costs incurred during such period as a result of any such transaction, in each case whether or not successful, (vii) cash payments by the Borrowers and their Restricted Subsidiaries during such period in respect of long-term liabilities (other than the current portion thereof) set forth on the balance sheet of the Borrowers and their Restricted Subsidiaries in accordance with GAAP other than Indebtedness to the extent such payments are not expensed during such period or are not deducted in calculating Consolidated Net Income and to the extent financed with Internally Generated Cash, (viii) the aggregate amount of expenditures actually made by the Borrowers and their Restricted Subsidiaries in cash during such period (including Capital Expenditures for the payment of financing fees) to the extent that such expenditures are not expensed during such period, in each case to the extent financed with Internally Generated Cash, (ix) the aggregate amount of any premium, make-whole or penalty payments actually paid in cash by the Borrowers and their Restricted Subsidiaries during such period that are required to be made in connection with any prepayment of Indebtedness, in each case to the extent financed with Internally Generated Cash, (x) cash expenditures in respect of Swap Obligations during such period to the extent not deducted in arriving at such Consolidated Net Income to the extent financed with Internally Generated Cash, (xi) cash payments by the Borrower and the Restricted Subsidiaries during such period in respect of purchase price holdbacks, earn outs, and other similar contingent obligations, to the extent not already deducted from Consolidated Net Income to the extent financed with Internally Generated Cash; and (xii) any other cash items excluded in the calculation of Consolidated Net Income to the extent financed with Internally Generated Cash.

"***Excess Cash Flow Percentage***" has the meaning assigned to such term in Section 2.10(b)(ii).

"***Excess Cash Flow Period***" means the period beginning on December 28, 2021 and ending on December 26, 2022 and, thereafter, each Fiscal Year of Holdings and its Restricted Subsidiaries.

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

"***Excluded Contribution Amount***" means an amount equal to net cash proceeds received by any Borrower as capital contributions to its common equity capital after the Effective Date or from the issuance or sale (other than (i) to a Restricted Subsidiary of a Borrower, (ii) to any management equity plan or equity option plan or any other management or employee benefit plan or agreement of the Borrower or (iii) Specified Equity Contributions) of Equity Interests (other than Disqualified Equity Interests) of a Borrower or the Fair Market Value of investment grade securities or Qualified Proceeds contributed to a Borrower, in each case, designated as Excluded Contribution Amounts from time to time pursuant to an officer's certificate executed by a Responsible Officer, which are excluded from the calculation of Available Amount, ***minus*** any Excluded Contribution Amount applied or used hereunder after the Effective Date and prior to such time.

"***Excluded Property***" has the meaning assigned to such term in the Security Agreement and any other similar term in the Loan Documents.

"***Excluded Subsidiary***" means unless otherwise elected by the Borrowers (pursuant to the terms of Section 5.8) (a)(i) any Subsidiary that is not a wholly-owned Domestic Subsidiary of the Borrowers or any Obligor; **provided**, that this clause (i) shall not apply to any Subsidiary that becomes a non-Wholly-Owned Subsidiary as a result of a transaction (x) whose sole purpose was to cause such Subsidiary to become an Excluded Subsidiary, (y) has no other bona fide business rationale and (z) that was consummated at a time when the Borrowers and their Restricted Subsidiaries did not have sufficient capacity under Section 6.3 to make an Investment in an amount equal to the Fair Market Value of 100% of the Equity Interests of such Subsidiary, (ii) any Joint Venture, (b) any Subsidiary for which guarantees of the Obligations are (i) prohibited by Law (including as a result of applicable financial assistance, directors' duties or corporate benefit requirements or require consent, approval, license or authorization of a Governmental Authority, unless such consent, approval, license or authorization has been received); **provided**, that there shall be no obligation to obtain such consent or (ii) contractually prohibited on the Effective Date or, following the Effective Date, the date of any acquisition, so long as such prohibition is not created in contemplation of the Transactions or any such acquisition, (c) any other Subsidiary where the Borrowers reasonably determine the burden or cost of providing a Guarantee (including any material adverse tax consequences, adverse accounting consequences or adverse regulatory consequences) shall be excessive in view of the benefits to be obtained by the Lenders therefrom, (d) any not-for-profit Subsidiaries, (e) any Unrestricted Subsidiaries, (f) any special purpose securitization vehicle (or similar entity), including each Receivables Subsidiary and Securitization Subsidiary, (g) any direct or indirect Subsidiary of the Borrowers or any Obligor that is a Foreign Holdco, (h) any Domestic Subsidiary that is a direct or indirect Subsidiary of a CFC, (i) captive insurance Subsidiaries, (j) any Subsidiary that is not a Material Subsidiary, (k) any broker dealer subsidiaries, (l) any Tax Preferred Subsidiary, and (m) any Subsidiary acquired pursuant to a Permitted Acquisition or other Investment permitted under this Agreement and financed with assumed Indebtedness permitted to be incurred pursuant to this Agreement (and not incurred in contemplation of such Permitted Acquisition or Investment), and each Restricted Subsidiary acquired in such Permitted Acquisition or other Investment permitted hereunder that guarantees such Indebtedness, in each case to the extent that, and for so long as, the documentation relating to such Indebtedness to which such Subsidiary is a party prohibits such Subsidiary from guaranteeing the Obligations and such prohibition is not created in contemplation of such Permitted Acquisition or other Investment permitted hereunder.

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

"***Excluded Taxes***" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower Representative under Section 2.18) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.16(b) or (d), 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 2.16(g), and (d) any U.S. federal withholding Taxes imposed under FATCA.

"***Existing Indebtedness***" means that certain (i) Loan and Security Agreement, dated as of August 18, 2015 (as amended, restated, supplemented or otherwise or modified), by and between the Borrower and the lenders party thereto, (ii) Subordinated Loan Agreement, dated as of October 5, 2018 (as amended, restated, supplemented or otherwise modified) by and between the Borrower and the lenders party thereto, (iii) Note Purchase Agreement, dated as of December 19, 2016, by and among the Borrower and the investors party thereto and (iv) Note Purchase Agreement, dated as of April 2, 2019 (as amended, restated, supplemented or otherwise or modified), among the Borrower and the investors party thereto , each as in effect on the Effective Date.

"***Existing Term Loan Tranche***" has the meaning assigned to such term in Section 2.23.

"***Expiring Credit Commitment***" has the meaning assigned to such term in Section 2.4(e).

"***Extended Revolving Credit Commitments***" has the meaning assigned to such term in Section 2.23.

"***Extended Revolving Credit Loans***" means one or more Classes of Revolving Credit Loans that result from an Extension Amendment.

"***Extended Term Loans***" has the meaning assigned to such term in Section 2.23.

"***Extending Revolving Credit Lender***" has the meaning assigned to such term in Section 2.23.

"***Extending Term Lender***" has the meaning assigned to such term in Section 2.23.

"***Extension***" means the establishment of an Extension Series by amending a Loan pursuant to the terms of Section 2.23 and the applicable Extension Amendment.

"***Extension Amendment***" has the meaning assigned to such term in Section 2.23.

"***Extension Election***" has the meaning assigned to such term in Section 2.23.

"***Extension Request***" means any Term Loan Extension Request or a Revolving Credit Loan Extension Request, as the case may be.

"***Extension Series***" means any Term Loan Extension Series or a Revolving Credit Loan Extension Series, as the case may be.

"***Facility***" means the Revolving Credit Commitment, the Initial Term Loan Commitment, the Second Amendment Term Loan Commitment, the Third Amendment Term Loan Commitment, the Fourth Amendment Delayed Draw Term Loan Commitment, a Tranche of Incremental Term Loans or a Tranche of Incremental Delayed Draw Term Loans, as the context may require.

"***Fair Market Value***" means with respect to any asset or group of assets on any date of determination, the value of the consideration obtainable in a sale of such asset at such date of determination assuming a sale by a willing seller to a willing purchaser dealing at arm's length and arranged over a period of time having regard to the nature and characteristics of such asset and sale at such time, as reasonably determined in good faith by the Borrowers.

"***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, any applicable intergovernmental agreement, treaty, or convention with respect to any of the forgoing (including any legislation, rules or practices adopted pursuant to such agreement, treaty, or convention), and applicable official implementing guidance with respect to any of the foregoing.

"***FCA***" has the meaning assigned to such term in Section 1.15.

"***FDA***" means the United States Food and Drug Administration.

"***Federal Funds Effective Rate***" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depositary institutions (as determined in such manner as shall be set forth on the NYFRB's Website from time to time) and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, provided that, in no event shall the Federal Funds Effective Rate be less than zero.

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

"***Fee Letter***" means that certain amended and restated fee letter, dated as of July 30, 2021, executed by the Initial Borrower and the Lead Arranger and the other parties thereto setting forth the applicable fees relating to this Agreement to be paid to the Administrative Agent, on its behalf and on behalf of the Lenders.

"***Fifth Amendment***" means that certain Fifth Amendment to Credit Agreement, dated as of the Fifth Amendment Effective Date, by and among the Borrower Representative, Holdings, the Guarantors party thereto, the Lenders party thereto and the Administrative Agent.

"***Fifth Amendment Effective Date***" means May 8, 2026.

"***Fifth Amendment Transaction Agreement***" means that certain Master Structuring Agreement, dated as of May 6, 2026, by and among Holdings, the Borrower, certain of their subsidiaries and the other parties thereto from time to time, as amended, restated, amended and restated, supplemented or otherwise modified from time to time which Fifth Amendment Transaction Agreement shall not have been amended or modified (taken as a whole) in a manner that would be reasonably expected, taken as a whole, to be materially adverse to the interests of the Lenders unless such amendment or modification shall be reasonably acceptable to the Administrative Agent (such acceptance not to be unreasonably withheld, conditioned or delayed).

"***Fifth Amendment Transactions***" means the transactions contemplated by each of (a) the Fifth Amendment Transaction Agreement and (b) the Fifth Amendment Transactions Steps Memorandum.

"***Fifth Amendment Transactions Steps Memorandum***" means that certain transactions steps slide deck prepared by the Borrower, its counsel and other advisors, substantially in the form delivered to the Administrative Agent prior to the Fifth Amendment Effective Date.

"***Financial Covenant***" means any financial covenant or test set forth in Section 7.

"***First Amendment***" means that certain First Amendment to Credit Agreement, dated as of December 8, 2021, by and among the Borrower Representative, the Lenders party thereto and the Administrative Agent.

"***Fiscal Quarter***" shall mean any of the quarterly accounting periods of each Obligor ending on the Applicable Period End Date with respect to each fiscal quarter.

"***Fiscal Year***" shall mean any of the annual accounting period of each Obligor ending on the Applicable Period End Date with respect to each fiscal year.

"***Flood Insurance Laws***" means, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto, (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (v) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"***Floor***" means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Adjusted Term SOFR Rate or Adjusted Daily Simple SOFR, as applicable. For the avoidance of doubt, the initial Floor for each of the Adjusted Term SOFR Rate or Adjusted Daily Simple SOFR shall be 1.00%.

"***Food and Agriculture Law***" means any law which relates to food safety, quality, or other regulatory obligation including, without limitation, laws and regulations promulgated by the FDA and the USDA, as well as any amendments thereto as well as the Growers' Lien Laws.

"***Foreign Casualty Event***" has the meaning assigned to such term in Section 2.10(b)(vi).

"***Foreign Disposition***" has the meaning assigned to such term in Section 2.10(b)(vi).

"***Foreign Holdco***" means any direct or indirect Subsidiary of a Borrower all or substantially all of the assets of which consist of the Equity Interests of and/or debt owing from (including any debt or other instrument treated as equity for U.S. federal income tax purposes), one or more direct or indirect CFCs or Foreign Holdcos and intercompany accounts or cash on a temporary basis.

"***Foreign Lender***" means any Lender or Participant that is not a U.S. Person.

"***Foreign Subsidiary***" means any Restricted Subsidiary of a Borrower that is (a) not a U.S. Person and (b) a controlled foreign corporation (within the meaning of Section 957(a) of the Code) with respect to which such Borrower (or any corporation which in addition to such Borrower is a member of an affiliated group, within the meaning of Section 1504(a) of the Code, for which a consolidated return is filed pursuant to Section 1501 of the Code) is a United States shareholder within the meaning of Section 951(b) of the Code.

"***Foreign Subsidiary Excess Cash Flow***" has the meaning assigned to such term in Section 2.10(b)(v).

"***Fourth Amendment***" means that certain Fourth Amendment to Credit Agreement, dated as of the Fourth Amendment Effective Date, by and among the Borrower Representative, Holdings, the Guarantors party thereto, the Fourth Amendment Delayed Draw Term Loan Lenders party thereto, the other Lenders party thereto and the Administrative Agent.

"***Fourth Amendment DDTL Commitment Termination Date***" means the earliest to occur of (a) July 13, 2027; **provided** that if such day is not a Business Day, then on the immediately succeeding Business Day, (b) the date on which the aggregate Fourth Amendment Delayed Draw Term Loan Commitment is fully drawn and (c) the date the unfunded DDTL Commitment is terminated in accordance with the terms of this Agreement.

"***Fourth Amendment Effective Date***" means January 13, 2026.

"***Fourth Amendment Fee Letter***" means that certain Fee Letter, dated as of the Fourth Amendment Effective Date, executed by the Borrower Representative and the Administrative Agent setting forth certain of the applicable fees relating to the Fourth Amendment to be paid to the Administrative Agent, on its behalf and on behalf of certain of the Lenders.

"***Fourth Amendment PGIM Fee Letter***" means that certain PGIM Lender Fee Letter, dated as of the Fourth Amendment Effective Date, executed by the Borrower Representative and PGIM, Inc. setting forth certain of the applicable fees relating to the Fourth Amendment to be paid to PGIM, Inc., on its behalf and on behalf of certain of the Lenders.

"***Fourth Amendment Transaction Costs***" means the fees, costs, and expenses payable by the Obligors in connection with the consummation of the Fourth Amendment Transactions.

"***Fourth Amendment Transactions***" mean, collectively, (a) the execution, delivery and performance by each Obligor of the Fourth Amendment and the other applicable Loan Documents on the Fourth Amendment Effective Date, (b) the initial borrowing (if any) of Fourth Amendment Delayed Draw Term Loans, and (c) the payment of all fees and expenses to be paid on or prior to the Fourth Amendment Effective Date and owing in connection with the foregoing.

"***Fourth Amendment Delayed Draw Term Loan***" means a Loan made pursuant to Section 2.1(e).

"***Fourth Amendment Delayed Draw Term Loan Commitment***" means, with respect to each applicable Fourth Amendment Delayed Draw Term Loan Lender, the commitment of such Lender to make Fourth Amendment Delayed Draw Term Loans to the Borrowers in the amount of each Fourth Amendment Delayed Draw Term Loan Lender's Fourth Amendment Delayed Draw Term Loan Commitment as of the Fourth Amendment Effective Date in the amount set forth on Schedule I to the Fourth Amendment under the caption "Fourth Amendment Delayed Draw Term Loan Commitment". The aggregate amount of the Fourth Amendment Delayed Draw Term Loan Lenders' Fourth Amendment Delayed Draw Term Loan Commitments is $15,000,000 as of the Fourth Amendment Effective Date.

"***Fourth Amendment Delayed Draw Term Loan Lender***" means each Lender with a Fourth Amendment Delayed Draw Term Loan Commitment or who holds a Fourth Amendment Delayed Draw Term Loan.

"***Fronting Exposure***" means, at any time there is a Defaulting Lender, (a) with respect to any Issuing Lender, such Defaulting Lender's Pro Rata Share of the outstanding LC Exposure with respect to Letters of Credit issued by such Issuing Lender other than LC Exposure 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 Swingline Lender, such Defaulting Lender's Pro Rata Share of outstanding Swingline Loans made by such Swingline Lender other than Swingline Loans as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders.

"***Fully Satisfied"*** or "***Full Satisfaction***" means, as of any date, that on or before such date, (a) with respect to the Loans and Letters of Credit: (i) the principal of and interest accrued to such date on the Loans and outstanding LC Disbursements (other than the contingent LC Exposure) shall have been paid in full in cash, (ii) all fees, expenses and other amounts then due and payable (other than the contingent LC Exposure and other contingent amounts for which a claim has not been made) shall have been paid in full in cash, (iii) the Commitments shall have expired or irrevocably been terminated, and (iv) the contingent LC Exposure, if any, shall have been: (A) secured by the grant of a first priority, perfected Lien on cash or Cash Equivalents in an amount at least equal to 103% of the amount of such LC Exposure or other collateral which is acceptable to the Issuing Lender in its sole discretion, (B) secured by the issuance of a "back-to-back" letter of credit in form and substance acceptable to the Issuing Lender with an original face amount at least equal to 103% of the amount of such LC Exposure and issued by an issuing bank satisfactory to the Issuing Lender in its sole discretion or (C) with the consent of the applicable Issuing Lender, rolled in to a new credit facility and (b) with respect to Obligations consisting of Swap Obligations or any Obligations related to credit cards, credit card processing services, debit cards, stored value cards, gift cards and purchase cards (including so-called "procurement cards" or "P-cards")), the termination of such Swap Obligations and such additional Obligations of JPMorgan Chase Bank, N.A. (or its affiliates) (or the applicable Borrowers and Obligors entering into another arrangement satisfactory to JPMorgan Chase Bank, N.A. (or its affiliates)).

"***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.

"***Funded Debt***" means, with respect to the Borrowers and their Restricted Subsidiaries on any date of determination, without duplication, all obligations of the type described in clauses (a), (c) (to the extent such letters of credit are drawn and not reimbursed within 2 Business Days after the date of such drawing), (d), and (e) of the definition of "***Indebtedness***" (including any obligations of such type owing by a partnership in which Holdings or any Restricted Subsidiary is a general partner to the extent of recourse to Holdings or such Restricted Subsidiary for the payment of such Indebtedness), in each case as and to the extent reflected on the balance sheet of the Borrowers and their Restricted Subsidiaries, and any Guarantee of any of the foregoing, and specifically including, without limitation, the amount of all Obligations hereunder. For the avoidance of doubt, it is understood that obligations (i) under Hedging Agreements and Cash Management Services, (ii) under Receivables Facilities and Securitization Facilities and (iii) owed by Unrestricted Subsidiaries, do not constitute Funded Debt.

"***GAAP***" means generally accepted accounting principles and practices set forth from time to time 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 agencies with similar functions of comparable stature and authority within the US accounting profession).

"***Growers' Lien Laws***" means, collectively, state and federal laws of the United States of America applicable to agricultural products purchased on credit from any selling party that create a Lien or imposes a trust upon the agricultural products sold and/or the proceeds of such agricultural products for the benefit of such selling party or a creditor thereof to secure payment for such agricultural products, including without limitation Food Security Act, 7 U.S.C. § 1631 and the Perishable Agricultural Commodities Act of 1930, 7 U.S.C., Chapter 20A, § 499a et seq., and all regulations promulgated thereunder.

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

"***Guarantee***" of or by any Person (the "***guarantor***") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation of any other Person (the "***primary obligor***") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof or pledge any assets to secure the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other monetary obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation, (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or monetary obligation, or (e) entered into for the purpose of assuring in any other manner the holder of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such holder against loss in respect thereof (in whole or in part). 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 reasonably determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning. Notwithstanding the foregoing, the term Guarantee shall not include endorsements for collection or deposit in the Ordinary Course of Business or customary and reasonable indemnification obligations or product warranties.

"***Guarantor***" means Holdings, each Subsidiary Guarantor, and each other Person executing a Guaranty Agreement.

"***Guaranty Agreement***" means a guaranty agreement delivered to the Administrative Agent from time to time by any Person providing a Guarantee of any of the Obligations, in form and substance reasonably acceptable to the Administrative Agent and including the Administrative Agent as a party thereto.

"***Hazardous Materials***" means all explosive, radioactive, hazardous, or toxic substances, materials, wastes or other pollutants or contaminants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, urea formaldehyde, per- and polyfluoroalkyl substances, infectious, or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law due to their hazardous or deleterious properties or characteristics.

"***Hedging Agreement***" means any interest rate protection agreement, foreign currency exchange agreement, currency options, spot contracts, collar transactions, commodity price protection agreement, rate swap transactions, basis swaps, forward rate transactions, or other interest rate, currency exchange rate, or commodity price hedging arrangement, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), designed to provide protection against fluctuations in interest rates, currency exchange rates, or commodity prices, whether or not any such transaction is governed by or subject to any master agreement.

"***Holdings***" has the meaning (i) set forth in the introductory paragraph to this Agreement or (ii) after the Effective Date any other Person ("***New Holdings***") that is a Subsidiary of Holdings (to the extent such Subsidiary ceases to be a Subsidiary in connection with becoming New Holdings) direct or indirect parent of Holdings (or the previous New Holdings, as the case may be) but not a Borrower ("***Previous Holdings***"); **provided**, that (a) such New Holdings directly owns 100% of the Equity Interests of the Borrower, (b) New Holdings shall expressly assume all the obligations of Previous Holdings under this Agreement and the other Loan Documents pursuant to a supplement hereto or thereto in form and substance reasonably satisfactory to the Administrative Agent and the Borrower, (c) if reasonably requested by the Administrative Agent, a customary opinion of counsel covering matters reasonably requested by the Administrative Agent shall be delivered on behalf of the Borrowers to the Administrative Agent, (d) all Equity Interests of the Borrower and substantially all of the other assets of Previous Holdings are contributed or otherwise transferred, directly or indirectly, to such New Holdings and pledged to secure the Obligations to the extent constituting Collateral, (e)(x) no Event of Default has occurred and is continuing at the time of such substitution and such substitution does not result in any Event of Default, (y) such substitution does not result in any material adverse tax consequences to the Obligors, and (z) such substitution does not result in any adverse tax consequences to any Lender (unless reimbursed hereunder) or to the Administrative Agent (unless reimbursed hereunder), (f) the Administrative Agent shall have received at least ten (10) Business Days' prior written notice of the proposed transaction and Previous Holdings, New Holdings and the Borrowers shall promptly and in any event at least three (3) Business Days' prior to the consummation of the transaction provide (i) all information the Administrative Agent (or any Lender through the Administrative Agent) may reasonably request to satisfy its "know your customer" and other similar requirements necessary for such Person to comply with its internal compliance and regulatory requirements with respect to the proposed successor New Holdings and (ii) to the extent the proposed successor New Holdings qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a certificate regarding beneficial ownership as required by the Beneficial Ownership Regulation with respect to such proposed successor New Holdings, (g) New Holdings shall be an entity organized or existing under the laws of the United States or any state thereof or the District of Columbia (**provided** that New Holdings is treated as a disregarded entity for United States federal income tax purposes), (h) the Obligors shall execute and deliver amendments, supplements and other modifications to all Loan Documents, instruments and agreements executed in connection therewith necessary, advisable or reasonably requested by the Administrative Agent to perfect and protect the liens and security interests in the Collateral, in each case in form and substance reasonably satisfactory to the Administrative Agent, and (i) the Borrowers deliver a certificate of a Responsible Officer with respect to the satisfaction of the conditions set forth in this definition; **provided, further,** that if each of the foregoing is satisfied, Previous Holdings shall be automatically released of all its obligations under the Loan Documents and any reference to "Holdings" in the Loan Documents shall refer to New Holdings.

"***ICAV***" means PGIM Private Capital Fund (Ireland) ICAV.

"***Improvements***" means any walled and roofed building, any building in the course of construction that qualifies for insurance coverage, and any manufactured (mobile) homes.

"***Incremental Amendment***" has the meaning assigned to such term in Section 2.19.

"***Incremental Amount***" has the meaning assigned to such term in Section 2.19.

"***Incremental Commitment***" has the meaning assigned to such term in Section 2.19.

"***Incremental Delayed Draw Term Loan Commitment***" has the meaning assigned to such term in Section 2.19(a).

"***Incremental Delayed Draw Term Loan***" has the meaning assigned to such term in Section 2.19(a).

"***Incremental Equivalent Debt***" means Indebtedness incurred by an Obligor (other than Holdings (other than as a guarantor)); *provided* that at the time of incurrence thereof:

(a) the aggregate principal amount of all Incremental Equivalent Debt on any date such Indebtedness is incurred (or commitments with respect thereto are made) shall not, together with any Incremental Facilities then outstanding, exceed the Incremental Amount;

(b) (i) the scheduled final maturity date of any Incremental Equivalent Debt (A) that is secured on a pari passu basis with the Obligations will be no earlier than the scheduled final maturity date for the Initial Term Loans, the Second Amendment Term Loans and the Third Amendment Term Loans and (B) that is unsecured, secured on a junior basis to the Initial Term Loans, the Second Amendment Term Loans and the Third Amendment Term Loans or secured by assets not constituting Collateral shall, in each case, not mature prior to the date that is ninety-one (91) days following the scheduled final maturity date for the Initial Term Loans, the Second Amendment Term Loans and the Third Amendment Term Loans, and (ii) the Weighted Average Life to Maturity of any Incremental Equivalent Debt will be no shorter than the remaining Weighted Average Life to Maturity of the Initial Term Loans, the Second Amendment Term Loans and the Third Amendment Term Loans;

(c) any Incremental Equivalent Debt may provide for participation (x) on a pro rata basis, greater than a pro rata basis, or less than pro rata basis in any voluntary prepayments with respect to its Class of Term Loans, or (y) on a pro rata basis (with respect to any Incremental Equivalent Debt secured by the Collateral on a pari passu basis with the Initial Term Loans, the Second Amendment Term Loans and the Third Amendment Term Loans) or less than pro rata basis in any mandatory prepayments with all Term Loans;

(d) (i) to the extent guaranteed by Holdings or any of its Restricted Subsidiaries, any such Incremental Equivalent Debt shall not be guaranteed by any such Person that is not (or is not required to be) a Guarantor (except (x) any such Person guaranteeing such Incremental Equivalent Debt or Incremental Revolving Facilities, as applicable, that also guarantees the Initial Term Loans, the Second Amendment Term Loans, the Third Amendment Term Loans or Revolving Loans, as applicable and (y) unless such guaranty affirmatively is declined by the Administrative Agent as credit support for the Obligations, it being agreed, for the avoidance of doubt, that a Person qualifying as an Excluded Subsidiary shall not result in the Administrative Agent being deemed to have declined such guaranty); and (ii) to the extent secured by Collateral, shall be subject to an Intercreditor Agreement or other subordination arrangements reasonably satisfactory to the Administrative Agent;

(e) except as otherwise specifically addressed herein, all terms of Incremental Equivalent Debt shall be determined by the Borrowers and shall either, at the option of the Borrowers, (i) reflect current market terms and conditions (taken as a whole) at the time of incurrence or issuance (as determined by the Borrowers), (ii) be consistent with the terms of the corresponding class under the Facilities unless, in the case of this clause (ii), (x) the Lenders under the corresponding class under the Facilities also receive the benefit of such more restrictive terms or (y) any such provisions apply only after the Latest Maturity Date of the Facilities, or (iii) not be materially more restrictive to the Borrowers, when taken as a whole, than the terms of the applicable class under the Facilities;

(f) the interest rate, margin, original issue discount, up-front fees and other fees and rate floors for such Incremental Equivalent Debt in the form of term loans may be determined by the Borrowers and the Lenders providing such Incremental Equivalent Debt, as applicable, providing such Incremental Equivalent Debt; **provided** that, in the event that the All-in Yield for any such Incremental Equivalent Debt that ranks pari passu in right of payment and security with the existing Term Loans incurred (other than in reliance on clause (i) of the Incremental Amount) is greater than the All-in Yield for the existing Term Loans by more than 50 basis points, then the Applicable Margin for the existing Term Loans shall be increased to the extent necessary so that the All-in Yield for such Incremental Equivalent Debt is no more than 50 basis points higher than the All-in Yield for the existing Term Loans; **provided** that, in the event that the All-In Yield for such Incremental Equivalent Debt is higher than the All-In Yield for the existing Term Loans solely as a result of a higher rate floor for such Incremental Equivalent Debt, the adjustment to the All-In Yield of the existing Term Loans shall be effected solely by increasing the rate floor; and

(g) Incremental Equivalent Debt (i) may rank either pari passu or junior in right of payment with any Class of Term Loans (including the Initial Term Loans, the Second Amendment Term Loans and the Third Amendment Term Loans) and the initial Revolving Commitments and (ii) for the avoidance of doubt, may be secured on a pari passu basis with the Obligation, on a junior basis to the Obligations, be unsecured or be secured by assets not constituting Collateral.

"***Incremental Facility Notice***" has the meaning assigned to such term in Section 2.19.

"***Incremental Revolving Credit Commitment***" has the meaning assigned to such term in Section 2.19.

"***Incremental Term Loan***" has the meaning assigned to such term in Section 2.19.

*"**Indebtedness***" of any Person (the "***Subject Person***") means, without duplication, (a) all indebtedness for borrowed money (including all indebtedness evidenced by bonds, debentures, notes or similar instruments, or upon which interest payments are customarily paid), (b) the deferred purchase price of assets or services which in accordance with GAAP would be shown to be a liability (on the liability side of a balance sheet), (c) the maximum stated amount of all letters of credit issued or acceptance facilities established for the account of such Subject Person and, without duplication, all drafts drawn thereunder, (d) all Capital Lease Obligations, (e) all Synthetic Lease Obligations, (f) any Disqualified Equity Interests of such Subject Person, valued, as of the date of determination, at the greater of (i) the maximum aggregate amount that would be payable upon maturity, redemption, repayment or repurchase thereof (or of Disqualified Equity Interests or Indebtedness into which such Disqualified Equity Interests are convertible or exchangeable) and (ii) the maximum liquidation preference of such Disqualified Equity Interests, (g) all obligations under any Hedging Agreement (measured at the Termination Value thereof), (h) all obligations under any Qualified Securitization Facility or any Receivables Facility, (i) all indebtedness referred to in clauses (a) through (g) of this definition of another Person secured by any Lien on any property of such Subject Person, whether or not such indebtedness has been assumed, in an amount equal to the lesser of the Fair Market Value of the property of such Subject Person securing such indebtedness and the principal amount of such indebtedness, and (k) all Guarantees by such Subject Person of indebtedness referred to in clauses (a) through (j) of this definition of others, but in each case specifically excluding accrued expenses and trade payables arising or incurred in the Ordinary Course of Business.

For all purposes hereof, the Indebtedness of any Person shall (A) 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, except to the extent such Person's liability for such Indebtedness is otherwise limited and (B) exclude (i) any earn-out obligation until such obligation is not paid for 5 Business Days after becoming due and payable but not paid, (ii) accruals for payroll and other liabilities accrued in the Ordinary Course of Business, (iii) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other similar unperformed obligations of the respective seller, (iv) prepaid or deferred revenue arising in the Ordinary Course of Business, and (v) customary obligations under employment agreements and deferred compensation; provided, further that Indebtedness of any direct or indirect parent company appearing upon the balance sheet of the Borrowers solely by reason of push-down accounting under GAAP shall be excluded. The amount of any net obligation under any Swap Obligation on any date shall be deemed to be the termination 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 Obligor under any Loan Document and (b) to the extent not otherwise described in clause (a) of this definition, Other Taxes.

"***Indemnitee***" has the meaning assigned to such term in Section 10.3(c).

"***Initial Borrower***" has the meaning set forth in the preamble to this Agreement.

"***Initial Public Offering***" means the issuance by any Borrower or any direct or indirect parent of any Borrower (whether through an initial primary public offering, a direct listing or a merger with and into a special purpose acquisition company or other person that has consummated (or will consummate) an initial primary public offering) of its common Equity Interests (a) pursuant to an effective registration statement filed with the U.S. Securities and Exchange Commission or (b) in an underwritten primary public offering (or series of relating offerings of securities to the public pursuant to a final prospectus in accordance with the U.S. Securities and Exchange Commission in accordance with the Securities Act of 1933, as amended (whether alone or in connection with a secondary public offering)) (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement filed with the U.S. Securities and Exchange Commission in accordance with the Securities Act of 1933, as amended.

"***Initial Term Loan***" means a Loan made pursuant to Section 2.1(b).

"***Initial Term Loan Commitment***" means, with respect to each applicable Term Loan Lender, its obligation to make an Initial Term Loan to the Borrowers on the Effective Date in an aggregate principal amount up to, and not to exceed, the amount set forth on such Lender's signature page hereto under the caption "Term Loan Commitment". The aggregate amount of the Term Loan Lenders' Term Loan Commitments is $120,000,000 as of the Effective Date.

"***Intercreditor Agreements***" means, collectively, (i) any Parity Intercreditor Agreement, (ii) any Junior Intercreditor Agreement and (iii) any other intercreditor agreement contemplated by this Agreement, in each case to the extent then in effect.

"***Interest Election Request***" means a request by the Borrower Representative to convert or continue a Borrowing in accordance with Section 2.7.

"***Interest Expense***" means, for any period for Holdings and its Restricted Subsidiaries, the total interest expense (including that attributable to Capital Lease Obligations), net of interest income, of Holdings and its Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP, with respect to all outstanding Indebtedness of Holdings and its Restricted Subsidiaries, including all commissions, discounts, and other fees and charges owed with respect to letters of credit and bankers' acceptance financing and net costs under Hedging Agreements, and including any cash payments made during such period in respect of interest on Funded Debt that were amortized or accrued in a previous period (but excluding arrangement and upfront fees).

"***Interest Payment Date***" means (a) with respect to any Base Rate Loan, the second Business Day following each Quarterly Date and the Maturity Date; and (b) with respect to any RFR Loan, each date that is on the numerically corresponding day in each calendar month that is one month after the Borrowing of such Loan (or, if there is no such numerically corresponding day in such month, then the last day of such month) and the Maturity Date, and (c) with respect to any Term Benchmark Loan, the last day of each Interest Period applicable to the Borrowing of which such Loan is a part (and, in the case of a Term Benchmark Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period) and the Maturity Date.

"***Interest Period***" means, with respect to any Term Benchmark Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three, six, or (if agreed to by the Lender) twelve months thereafter (in each case, subject to the availability for the Benchmark applicable to the relevant Loan or Commitment), as any Borrower may elect in accordance with Section 2.7; **provided** that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) no tenor that has been removed from this definition pursuant to Section 2.13(e) shall be available for specification. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"***Internally Generated Cash***" means, with respect to any Person, funds of such Person not constituting of (x) proceeds of the issuance of (or contributions in respect of) Equity Interests (other than Disqualified Equity Interests) of such Person or (y) proceeds of the incurrence of long term Indebtedness by such Person or any of its Subsidiaries (other than under any revolving indebtedness or intercompany indebtedness) of such Person.

"***Inventory***" means, with respect to any Person, all of the "inventory" (as such term is defined in the UCC) of such Person.

"***Investment***" means, for any Person: (a) the acquisition (whether for cash, property, services, or securities or otherwise) of bonds, notes, debentures, or Equity Interests or other securities or substantially all the assets of, or any line of business or division of, any other Person, or the acquisition of assets of another Person that constitute a business unit (including any "short sale" or any sale of any securities at a time when such securities are not owned by the Person entering into such sale), whether direct or indirect or in one transaction or series of transactions; (b) the making of any advance, loan or other extension of credit or capital contribution to, any other Person; (c) the entering into of any Guarantee or assumption of debt of, or other contingent obligation with respect to, Indebtedness or other liability of any other Person and (without duplication) any amount committed to be advanced, lent or extended to such Person; and (d) the entering into of any Hedging Agreement. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested (which, in the case of any Investment constituting the contribution of an asset or property, shall be based on the Fair Market Value of such asset or property at the original time such Investment is made) *plus* the cost of all additions thereto, without adjustment for subsequent increases or decreases in the value of such Investment (other than adjustments for the repayment of, or the refund of capital with respect to, or the payment of interest or dividends on, the original principal amount of any such Investment), *minus* Returns (except with respect to any Returns increasing the Available Amount) in respect of such Investment.

"***Investors***" means the Sponsor and other investors directly or indirectly holding Equity Interests of Holdings as of the Effective Date (together with investors identified in writing by the Sponsor to the Administrative Agent prior to the Effective Date which investors may acquire Equity Interests in Holdings promptly after the Effective Date and, for purposes of this definition, in amounts not to exceed what was disclosed in writing by the Sponsor to the Administrative Agent prior to the Effective Date).

"***IPO Reorganization***" means transactions taken in connection with and reasonably related to consummating an Initial Public Offering, (including the Fifth Amendment Transactions), so long as, after giving effect thereto, neither the value of the Collateral Agent's and Lender's security interest in the Collateral (including as to the perfection and priority thereof), nor the value of the Guaranty, taken as a whole, is materially impaired (as determined in good faith by the Borrowers).

"***IRS***" means the United States Internal Revenue Service.

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

"***ISP***" means "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).

"***Issuing Lender***" means, individually and collectively as the context may require, (a) JPMorgan, in its capacity as an issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.5(k), and (b) any Lender selected by the Borrowers that agrees to issue a Letter of Credit hereunder in lieu of JPMorgan.

"***Joint Venture***" means (a) any Person which would constitute an "equity method investee" of the Borrowers or any of their Subsidiaries and (b) any Person in whom the Borrowers or any of their Subsidiaries beneficially owns any Equity Interest that is not a Subsidiary.

"***Junior Debt***" has the meaning assigned to such term in Section 6.15.

"***Junior Intercreditor Agreement***" means an intercreditor agreement substantially in the form of Exhibit E (with such changes to such form as may be reasonably acceptable to the Administrative Agent and the Borrowers) among the Borrower Representative, the Administrative Agent, the Collateral Agent and the representatives for purposes thereof for holders of one or more classes of Indebtedness secured on a junior basis with the Obligations (other than the Obligations).

"***LC Disbursement***" means a payment made by Issuing Lender pursuant to a Letter of Credit.

"***LC Exposure***" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time *plus* (b) the aggregate amount of all LC Disbursements that have not been reimbursed by or on behalf of the Borrowers at such time. The LC Exposure of any Revolving Credit Lender at any time shall be its Pro Rata Share of the total LC Exposure at such time. 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 International Standby Practices, International Chamber of Commerce No. 590, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"***LCT Election***" has the meaning assigned to such term in Section 1.7(b).

"***LCT Test Date***" has the meaning assigned to such term in Section 1.7(b).

"***Lead Arranger***" means JPMorgan Chase Bank, N.A.

"***Lenders***" means the Persons party hereto as a "***Lender***" (including, for the avoidance of doubt, the Second Amendment Term Loan Lenders, the Third Amendment Term Loan Lenders and the Fourth Amendment Delayed Draw Term Loan Lenders) and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption and any Additional Lender in connection with an Incremental Commitment, Extension Commitment, or Refinancing Commitment other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term "Lenders" includes Swingline Lender.

"***Letter of Credit***" means any standby or (to the extent permitted by the applicable Issuing Lender) commercial letter of credit issued pursuant to this Agreement; **provided**, **however**, no such letter of credit issued by an Issuing Lender (other than a Person that is also Administrative Agent or one of its Affiliates) shall be deemed a "Letter of Credit" for purposes of this Agreement unless Administrative Agent shall have received written notice thereof from such Issuing Lender as required pursuant to Section 2.5(p).

"***Letter of Credit Documents***" means, with respect to any Letter of Credit, collectively and individually, any application therefor and any other agreements, instruments or other documents (whether general in application or applicable only to such Letter of Credit) governing or providing for (a) the rights and obligations of the parties concerned or at the risk with respect to such Letter of Credit or (b) any collateral security for any of such obligations, each as the same may be modified and supplemented and in effect from time to time.

"***Liabilities***" means any losses, claims (including intraparty claims), demands, damages or liabilities of any kind.

"***Lien***" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, option, levy, execution, attachment, garnishment, hypothecation, assignment for security, deposit arrangement, encumbrance, charge, security interest or other preferential arrangement in the nature of a security interest of any kind or nature whatsoever, on or of such asset, or the creation of a statutory trust (or similar arrangement) under any Food and Agricultural Laws and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

"***Limited Condition Transaction***" means (i) any Permitted Acquisition or permitted Investment by the Borrowers or their Restricted Subsidiaries of any assets, business or Person permitted by this Agreement whose consummation is not conditioned on the availability of, or on obtaining, third party acquisition financing or (ii) any redemption, repurchase, defeasance, satisfaction and discharge or repayment of Junior Debt not prohibited by this Agreement requiring irrevocable notice in advance of such redemption, repurchase, defeasance, satisfaction and discharge or repayment,, and, in each case, which is designated as a Limited Condition Transaction by the Borrower Representative in writing to the Administrative Agent and Lenders.

"***Limited Condition Transaction Agreement***" has the meaning assigned to such term in Section 1.7(a).

"***Loan Documents***" means, collectively, this Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Letter of Credit Documents, the Guaranty Agreements, the Security Documents, the Fee Letter, the Second Amendment Fee Letter, the Second Amendment PGIM Fee Letter, the Third Amendment Fee Letter, the Third Amendment PGIM Fee Letter, the Fourth Amendment Fee Letter, the Fourth Amendment PGIM Fee Letter, all Borrowing Requests, all Interest Election Requests, all Incremental Facility Notices, all requests for the issuance of Letters of Credit, and all other documents, instruments, certificates, and agreements executed, delivered, or acknowledged by an Obligor in connection with or contemplated by this Agreement and designated as a "Loan Document." For the avoidance of doubt, Hedging Agreements and agreements for the provision of Cash Management Services shall not constitute "Loan Documents."

"***Loans***" mean the loans made by the Lenders to the Borrowers pursuant to this Agreement in the form of a Term Loan, Revolving Credit Loan, Swingline Loan, Incremental Loan, Extended Loan, Replacement Term Loan or Refinancing Loan.

"***Management Agreement***" means the Management Services Agreement between Paine Schwartz Partners Fund V Management, LLC, Suja Life, LLC and any Sponsor Affiliate (including, for the avoidance of doubt, any person that otherwise solely qualifies under clause (b) of such definition) party thereto from time to time, dated as of the Effective Date.

"***Management Equityholders***" means any of (i) any current, former or future director, officer, employee or member of management of Holdings or any of its Subsidiaries or any direct or indirect parent company thereof owning Equity Interests in Holdings or any direct or indirect parent thereof, (ii) any trust, partnership, limited liability company, corporate body or other entity established by any such director, officer, employee or member of management of Holdings or any of its Subsidiaries or any direct or indirect parent thereof or any Person described in the succeeding clause (iii), as applicable, to hold an investment in Holdings or any direct or indirect parent thereof in connection with such Person's estate or tax planning and (iii) any Person who acquires an investment in Holdings or any direct or indirect parent thereof by will or by the laws of intestate succession as a result of the death of any such director, officer, employee or member of management of Holdings or any of its Subsidiaries or any direct or indirect parent thereof.

"***Margin Stock***" means "margin stock" within the meaning of Regulations U and X of the Board.

"***Material Adverse Effect***" means a material adverse change in, or a material adverse effect upon (a) the business, results of operations, assets or financial condition of the Borrowers and their Restricted Subsidiaries taken as a whole, (b) the ability of the Borrowers and the Guarantors taken as a whole to perform any of their material payment obligations under this Agreement, the Guaranty Agreements, or any of the Loan Documents or (c) the material rights and remedies of or benefits available to the Administrative Agent or the Lenders under the Loan Documents.

"***Material Disposition***" means any Disposition of property or series of related Dispositions of property (other than Dispositions in the Ordinary Course of Business) that yields gross proceeds to any Company in excess of $4,000,000.

"***Material Indebtedness***" means Indebtedness (other than the Loans and Letters of Credit) of any Company in an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) exceeding the greater of (a) $7,500,000 and (b) 25% of Consolidated EBITDA. For purposes of determining Material Indebtedness, the principal amount of the obligations of any Person in respect of any Hedging Agreement at any time shall be the Termination Value thereof.

"***Material Intellectual Property***" means all intellectual property that is: (i) necessary for or material to the business of the Borrowers and their Restricted Subsidiaries (taken as a whole) and (ii) owned or exclusively licensed by any Borrower or any of its Restricted Subsidiaries.

"***Material Non-Public Information***" means, with respect to any Person, information that is (a) of a type that would not be publicly available (and could not be derived from publicly available information) if such Person and its Subsidiaries were public reporting companies and (b) material with respect to such Person, its Subsidiaries or the respective securities of such Person and its Subsidiaries for purposes of United States Federal and state securities laws, in each case, assuming such laws were applicable to such Person and its Subsidiaries.

"***Material Subsidiary***" means, at any date of determination, the Borrower and each of the Borrower's other Domestic Subsidiaries that are Restricted Subsidiaries (a) whose total assets at the last day of the most recent Reference Period were equal to or greater than 5.0% of consolidated total assets at such date or (b) whose Consolidated EBITDA for such Reference Period were equal to or greater than 5.0% of the Consolidated EBITDA of the Borrowers and the Restricted Subsidiaries for such period, in each case determined in accordance with GAAP; **provided** that if, at any time and from time to time after the Effective Date, Domestic Subsidiaries that are Restricted Subsidiaries that are not Guarantors solely because they do not meet the thresholds set forth in clauses (a) or (b) comprise in the aggregate more than 10.0% of consolidated total assets as of the end of the most recently ended Reference Period or more than 10.0% of the Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for such Reference Period, then the Borrower shall, not later than 60 days after the date by which financial statements for such quarter are required to be delivered pursuant to this Agreement (or such longer period as the Administrative Agent may agree in its reasonable discretion), (i) designate in writing to the Administrative Agent one or more of such Domestic Subsidiaries as "Restricted Subsidiaries" to the extent required such that the foregoing condition ceases to be true and (ii) comply with the provisions of Section 5.8 applicable to such Subsidiary.

"***Maximum Rate***" has the meaning assigned to such term in Section 10.12.

"***Merger***" means the consummation of the Surf Merger Agreement on the Effective Date.

"***Minimum Collateral Amount***" means, at any time, (a) with respect to Cash Collateral consisting of cash or Deposit Account balances, an amount equal to 103% of the Fronting Exposure of Issuing Lender with respect to Letters of Credit issued and outstanding at such time and (b) otherwise, an amount determined by Administrative Agent and Issuing Lender in their reasonable discretion.

"***Mortgaged Property***" means, initially, each parcel of owned real property and the improvements thereto identified to be mortgaged on Schedule 4.1(e) and includes each other parcel of owned real property and improvements thereto with respect to which a Mortgage is granted (or is required to be granted) pursuant to Section 5.9.

"***Mortgages***" means each mortgage, deed to secure debt, deed of trust, and similar agreement executed by any Obligor for the benefit of Administrative Agent and the Secured Parties, and covering the Mortgaged Property in each case in form and substance reasonably satisfactory to the Administrative Agent and the Borrowers, as amended, restated, modified and supplemented from time to time.

"***Multiemployer Plan***" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA in respect of which a Borrower or any ERISA Affiliate has any current obligation to contribute.

"***Net Cash Proceeds***" means, (a) in connection with any Disposition or any Event of Loss, the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or return of funds held in escrow or otherwise, but only as and when received) of such Disposition or Event of Loss, net of (i) reasonable and customary attorneys' fees, accountants' fees, sales commissions, investment banking fees, (ii) amounts required to be applied to the repayment of Indebtedness secured by a Lien permitted hereunder on any asset which is the subject of such Disposition or Event of Loss (other than any Lien pursuant to a Security Document), (iii) any funded escrow established pursuant to the documents evidencing any such sale or disposition to secure any indemnification obligations or adjustments to the purchase price associated with any such sale or disposition (provided that to the extent that any amounts are released from such escrow to a Borrower or a Restricted Subsidiary, such amounts net of any related expenses shall constitute Net Cash Proceeds), (iv) the amount of any reasonable reserve established in accordance with GAAP against any adjustment to the sale price or any liabilities until such time as such reserve is no longer required, (v) other reasonable and customary fees and expenses actually incurred in connection therewith and the amount of cash reserves established to fund contingent liabilities reasonably estimated to be payable and attributable to such disposition or event and net of any Taxes and ~~any~~ Permitted Tax Distributions paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any Tax sharing arrangements) and (vi) in the case of any non-Wholly Owned Subsidiary, the pro rata amounts attributable to minority interests and not available for distribution to or for the account of the Borrower or a Wholly-Owned Restricted Subsidiary, or (b) in connection with any incurrence of Indebtedness, the cash proceeds received from such incurrence, net of reasonable and customary attorneys' fees, investment banking fees, accountants' fees, underwriting discounts and commissions, upfront fees, placement fees and other customary fees and expenses actually incurred in connection therewith.

"***Non-Consenting Lender***" means any Lender that does not approve any consent, waiver or amendment that (a) requires the approval of all Lenders (or all affected Lenders) in accordance with the terms of Section 10.2 and (b) has been approved by Administrative Agent and the Required Lenders or Required Facility Lenders, as applicable.

"***Non-Debt Fund Affiliate***" means any Affiliate of Holdings, including Holdings or any of its Subsidiaries, but excluding (a) any Debt Fund Affiliate and (b) any natural person.

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

"***Non-Expiring Credit Commitment***" has the meaning assigned to such term in Section 2.4(e).

"***Notice of Incremental Delayed Draw Term Loan Commitment***" has the meaning assigned to such term in Section 2.19.

"***Notice of Incremental Revolving Credit Commitment***" has the meaning assigned to such term in Section 2.19.

"***Notice of Incremental Term Loan Borrowing***" has the meaning assigned to such term in Section 2.19.

"***NPL***" has the meaning assigned to such term in Section 3.16(c).

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

"***NYFRB Rate***" means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); **provided** that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; **provided**, **further**, that if any of the aforesaid rates as so determined would be less than 0.00%, such rate shall be deemed to be 0.00% for purposes of this Agreement.

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

"***Obligations***" means (a) all of the obligations, indebtedness and liabilities of the Obligors to the Lenders, Swingline Lender, Issuing Lender and the Administrative Agent under this Agreement or any of the other Loan Documents, including principal, interest, fees, prepayment premiums (if any), expenses, reimbursements and indemnification obligations and other amounts, and (b) all of the Bank Product Obligations, 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 a Borrower or any Restricted Subsidiary thereof of any proceeding under any Debtor Relief Laws or other similar laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding; **provided** that the "***Obligations***" of an Obligor shall exclude any Excluded Swap Obligations with respect to such Obligor.

"***Obligor***" means each Borrower and each Guarantor.

"***Obligor Accounts***" has the meaning assigned to such term in Section 9.12.

"***Ordinary Course Disposition***" means (i) any Disposition among the Obligors and their Restricted Subsidiaries permitted hereunder and (ii) any Disposition permitted under Section 6.4 other than pursuant to clauses (j), (m), (q) and (u).

"***Ordinary Course of Business***" means (i) in the ordinary course of business of, or in furtherance of an objective that is in the ordinary course of business of a Borrower or such Subsidiary, as applicable, (ii) customary and usual in the industry or industries of a Borrower and its Subsidiaries in the United States or any other jurisdiction in which a Borrower or any Subsidiary does business, as applicable or (iii) generally consistent with the past practice of a Borrower or such Subsidiary, as applicable.

"***Organizational Documents***" means, with respect to any Person (a) in the case of any corporation, the certificate of incorporation and by-laws (or similar documents) of such Person, (b) in the case of any limited liability company, the certificate or articles of formation and operating agreement (or similar documents) of such Person, (c) in the case of any limited partnership, the certificate of formation and limited partnership agreement (or similar documents) of such Person, (d) in the case of any general partnership, the partnership agreement (or similar document) of such Person, (e) in any other case, the functional equivalent of the foregoing.

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

"***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 2.18).

"***Overnight Bank Funding Rate***" means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on the NYFRB's Website from time to time) and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

"***Parity Intercreditor Agreement***" means an intercreditor agreement substantially in the form of Exhibit D (with such changes to such form as may be reasonably acceptable to the Administrative Agent and the Borrowers) among the Borrower Representative, the Administrative Agent, the Collateral Agent and the representatives for purposes thereof for holders of one or more classes of Indebtedness secured on a pari passu basis with the Obligations (other than the Obligations).

"***Participant***" has the meaning assigned to such term in Section 10.4.

"***Participant Register***" has the meaning assigned to such term in Section 10.4.

"***Payment***" has the meaning assigned to such term in Section 9.14.

"***Payment Notice***" has the meaning assigned to such term in Section 9.14.

"***PBGC***" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

"***Permitted Acquisition***" means an acquisition after the Effective Date by any Borrower or any Restricted Subsidiary of all or substantially all the assets of, or any line of business or division or business unit or line of products of, any other Person, or all or a majority of the Equity Interests of any Person (including with respect to an Investment in a Restricted Subsidiary that serves to increase any Borrower's or such Restricted Subsidiaries' respective ownership of Equity Interests therein); **provided**, (a) such acquisition shall be permitted under Section 5.13, (b) Administrative Agent shall have received, to the extent required and in accordance with the requirements of Sections 5.8 and 5.9, all documents reasonably required by Administrative Agent to have a first priority perfected security interest (subject to Permitted Encumbrances) in the Acquired Entity or Business acquired or created in such acquisition, together with all opinions of counsel, certificates, resolutions and other documents (to the extent required by Sections 5.8 and 5.9), (c) any Person acquired will be a Restricted Subsidiary of Holdings immediately after such acquisition if required by the terms of this Agreement, (d) such acquisition shall not be hostile and shall have been approved by the board of directors (or similar governing body) and shareholders of the Acquired Entity or Business, (e) with respect to any such acquisitions with an aggregate purchase price exceeding the greater of (x) $7,500,000 and (y) 25% of Consolidated EBITDA (determined at the time of any such acquisition (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)), the Borrowers shall provide to the Administrative Agent (for distribution to the Lenders) a quality of earnings report from a nationally or regionally recognized accounting firm and a customary due diligence package of readily available items that are reasonably requested by the Administrative Agent; provided, that in any event the Borrower Representative shall provide to the Administrative Agent any quality of earnings that is otherwise available in connection with any such Permitted Acquisition and (f) no Event of Default pursuant to Section 8.1(a), (b), (h) or (i) then exists or would be caused by such acquisition.

"*Permitted Encumbrances*" means: (a) Liens for taxes or governmental charges or levies not required to be paid pursuant to Section 5.4; (b) Liens in respect of property imposed by law arising in the Ordinary Course of Business such as materialmen's, carrier's, mechanics', landlord's, warehousemen's, grower's and other like Liens **provided** that such Liens secure only amounts not more than 90 days past due or are being contested in good faith by appropriate proceedings for which adequate reserves determined in accordance with GAAP have been established (and as to which the property subject to such Lien is not yet subject to foreclosure, sale or loss on account thereof); (c) Liens granted in the Ordinary Course of Business to secure payment of worker's compensation insurance, unemployment insurance, pensions or social security, property, casualty, or liability insurance, or other insurance programs; (d) Liens in connection with or to secure performance of utilities, tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, trade contracts, performance and return-of-money bonds and other similar obligations incurred in the Ordinary Course of Business (other than obligations in respect of the payment of borrowed money); (e) easements, rights-of-way, servitudes, restrictions (including zoning restrictions), defects or irregularities in title and other similar charges or encumbrances not, in any material respect, impairing the use of such property for its intended purposes or interfering with the ordinary conduct of business of any Obligor; (f) Liens securing Capital Lease Obligations or purchase money Indebtedness (which shall include Indebtedness incurred within 270 days of the acquisition, improvement or completion of construction of an asset to finance (or refinance in accordance with Section 6.1(d)) all or a portion of the purchase price or cost of improvement or construction of such asset) to the extent the Capital Lease Obligations or Indebtedness secured by such Lien is permitted by Section 6.1(d) and **provided** (x) such Lien attaches only to the asset so purchased, constructed or leased and the proceeds and products thereof and customary security deposits and (y) that individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender, in each case, as permitted by Section 6.1(d); (g) licenses or sublicenses (including with respect to patents, trademarks, copyrights, and other intellectual property rights) and leases or subleases granted to others in the Ordinary Course of Business and which could not reasonably be expected to result in a Material Adverse Effect and any precautionary UCC financing statements filed in connection with such operating lease; (h) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (i) liens arising out of judgment or awards in respect of judgments that do not constitute an Event of Default under clause (j) of Section 8.1; (j) Liens in favor of Administrative Agent or for the benefit of the Secured Parties granted pursuant to Loan Documents; (k) customary Liens (including the right of set-off) in favor of banking institutions encumbering deposits held by such banking institutions or in favor of collecting banks incurred in the Ordinary Course of Business; (l) Liens on securities that are the subject of repurchase agreements permitted by the definition of Cash Equivalents; (m) Liens solely on any cash earnest money deposits made in connection with any letter of intent or purchase agreement related to a Capital Expenditure permitted hereunder or a Permitted Acquisition or another Investment permitted hereunder; (n) Liens created under any agreement relating to the sale, lease, transfer or other Disposition of assets permitted hereunder; **provided** that such Liens relate solely to the assets to be sold, leased, transferred or otherwise disposed of and the proceeds or products thereof and customary security deposits; (o) Liens that are replacements of Permitted Encumbrances to the extent that the original Indebtedness is the subject of permitted Refinancing Indebtedness and so long as the replacement Liens only encumber those assets that secured the original Indebtedness; (p) Liens granted in the Ordinary Course of Business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under clause (l) of Section 6.1; (q) Liens on assets that secure Acquired Indebtedness permitted under clause (r) of Section 6.1; **provided** that such Lien shall not apply to any other assets of Holdings or any Restricted Subsidiary (other than products, proceeds, replacements and accessions thereof pursuant to the terms existing at the time of such acquisition); (r) to the extent constituting Liens, options, put and call arrangements, rights of first refusal and similar rights relating to Equity Interests in Joint Ventures or other Investments in each case permitted pursuant to Section 6.5; (s) Liens set forth on Schedule 6.2; **provided** that (x) to qualify as a Permitted Encumbrance, any such Lien shall only secure the Indebtedness that is secured on the Effective Date and any Refinancing Indebtedness in respect thereof and shall encumber only such assets and the proceeds and products thereof and customary security deposits as are encumbered by such Liens as of the Effective Date and (y) individual financings provided by one lender with respect to the Indebtedness constituting Capital Lease Obligations or purchase money Indebtedness may be cross collateralized to other financings of provided by such lender; (t) other Liens which may be secured on a *pari passu* basis with the Obligations (subject to an Intercreditor Agreement or other subordination arrangements reasonably satisfactory to the Administrative Agent) as to which the aggregate amount of the obligations secured thereby does not exceed the greater of (x) $10,000,000 and (y) 35% of Consolidated EBITDA (as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)) at any time; (u) Liens on Equity Interests of Joint Ventures securing a Guarantee (whether recourse or non-recourse) of obligations of such Joint Venture to the extent such Investment is permitted by Section 6.5; (v) all matters shown on the mortgagee policies of title insurance accepted by Administrative Agent with respect to Mortgaged Properties and any minor survey exceptions and minor defects and irregularities in title and similar encumbrances; (w) Liens securing obligations permitted in respect of any Mortgaged Property by the terms of the applicable Mortgage; (x) Liens on cash or Cash Equivalents securing obligations under Hedging Agreements permitted under this Agreement; (y) Liens arising out of conditional sale, title retention, consignment or similar arrangements with vendors for the sale or purchase of goods entered into by any Borrower or any Restricted Subsidiary in the Ordinary Course of Business; (z) Liens from UCC financing statement filings regarding consignments entered into by any Borrower or any Restricted Subsidiary in the Ordinary Course of Business; (aa) Liens in favor of any Obligor; (bb) Liens securing Indebtedness of Foreign Subsidiaries in an aggregate amount not to exceed the greater of (x) $4,500,000 and (y) 15% of Consolidated EBITDA (as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b))) at any time; (cc) Liens for property taxes on property of a Borrower or any Restricted Subsidiary thereof has determined to abandon if the sole recourse for such tax, assessment, charge, levy, or claim is to such property; (dd) survey exceptions to a title policy with respect to surveys, minor encumbrances, ground leases, easements, or reservations of, rights of others for, licenses, rights-of-way, servitudes, sewers, electric lines, drains, telegraph and telephone and cable television lines, gas and oil pipelines, and other similar purposes, or zoning, building codes, or other restrictions (including, minor defects or irregularities in title and similar encumbrances) as to the use of Real Property or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which were not incurred in connection with Indebtedness for borrowed money and which do not individually or in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business, as currently conducted or as contemplated to be conducted; (ee) customary notices of *lis pendens* and associated rights related to litigation being contested in good faith by appropriate proceedings for which adequate reserves have been made in accordance with GAAP; (ff) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit issued or created for the account of such person to facilitate the purchase, shipment or storage of such inventory or other goods in the Ordinary Course of Business; (gg) Liens (i) in favor of a Borrower or any Guarantor and (ii) in favor of a Restricted Subsidiary that is not an Obligor on assets of a Restricted Subsidiary that is not an Obligor securing Indebtedness permitted under Section 6.1 and that is not recourse to any Obligor except as otherwise permitted under another clause of this definition of "Permitted Encumbrances" (which, for the avoidance of doubt, shall constitute an incurrence thereunder); (hh) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the Ordinary Course of Business and not for speculative purposes; (ii) Liens that are contractual rights of set-off or rights of pledge (i) relating to the establishment of depository relations with banks or other deposit-taking financial institutions and not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of a Borrower or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred, in each case, in the Ordinary Course of Business of a Borrower or any Restricted Subsidiary, or (iii) relating to purchase orders and other agreements entered into with customers of a Borrower or any Restricted Subsidiary in the Ordinary Course of Business; (jj) Liens on property subject to any sale-leaseback transaction permitted under Section 6.4(u); (kk) Liens on cash and Cash Equivalents that are earmarked to be used to satisfy or discharge Indebtedness permitted hereunder; **provided** (i) such cash and/or Cash Equivalents are deposited into an account from which payment is to be made, directly or indirectly, to the Person or Persons holding the

Indebtedness that is to be satisfied or discharged, (ii) such Liens extend solely to the account in which such cash and/or Cash Equivalents are deposited and are solely in favor of the Person or Persons holding the Indebtedness (or any agent or trustee for such Person or Persons) that is to be satisfied or discharged, and (iii) the satisfaction or discharge of such Indebtedness is expressly permitted hereunder; (ll) with respect to any Foreign Subsidiary, other Liens and privileges arising mandatorily by any applicable law that are not reasonably expected to result in a Material Adverse Effect; (mm) Liens on Equity Interests and indebtedness of an Unrestricted Subsidiary that secure Indebtedness or other obligations of such Unrestricted Subsidiary; (nn) Liens or rights of set-off against credit balances of a Borrower or any Restricted Subsidiary with credit card issuers or credit card processors or amounts owing by such credit card issuers or credit card processors to a Borrower or any Restricted Subsidiary in the Ordinary Course of Business to secure the obligations of any Subsidiary to the credit card issuers or credit card processors as a result of fees and charges; (oo) customary Liens on Receivables Assets incurred in connection with a Receivables Facility and customary Liens on Receivables Assets arising in connection with a Qualified Securitization Financing; (pp) Liens securing Ratio Debt and Incremental Equivalent Debt; (qq) [reserved]; and (rr) other obligations secured by any asset of a Borrower or any Obligor (other than assets or property required to constitute Collateral) so long as the Secured Obligations are equally and ratably secured thereby.

"***Permitted Equity Issuance***" means cash capital contributions to Holdings (other than with respect to Disqualified Equity Interests or a Specified Equity Contribution) or the sale or issuance of any Equity Interests (other than Disqualified Equity Interests) of Holdings, the proceeds of which are contributed to the common equity of any Borrower or any Restricted Subsidiary.

"***Permitted Holders***" means (a)(i) the Sponsor, (ii) the other Investors, (iii) management on the Effective Date and (iv) Permitted Transferees of the foregoing, (b) any person or entity with which the Sponsor and the foregoing Investors form a "group" (within the meaning of the federal securities laws) so long as, in the case of this clause (b), such Investors beneficially own more than 50% of the relevant voting stock beneficially owned by such group, and (c) any person acting in the capacity of an underwriter (solely to the extent that and for so long as such person is acting in such capacity) in connection with a public or private offering of capital stock of any parent entity of the Borrowers.

"***Permitted Reorganizations***" means (i) reorganizations and other activities related to tax planning and other reorganizations and (ii) transactions taken in connection with and reasonably related to consummating an Initial Public Offering, in each case, whether or not consummated, in each case, to the extent the Administrative Agent's security interests in the Collateral are not materially impaired (as reasonably determined in good faith by the Borrowers).

"***Permitted Tax Distributions***" means, ~~if (1) any of the Borrowers or any of their Subsidiaries file a consolidated, combined, affiliated, aggregated, unitary or similar type of income Tax return with Holdings or any direct or indirect owner thereof (including if the Borrowers or any of their Subsidiaries is treated as a disregarded entity for U.S. federal income Tax purposes of a member of any group that files any such Tax return) or (2) any Borrower is treated as a partnership or a disregarded entity (other than a disregarded entity described in clause (1)) for U.S. federal income Tax purposes, then each such Borrower may make payments to Holdings (or another direct or indirect owner thereof) to permit Holdings (or such owner) to pay income or similar Taxes (including to permit Holdings (or such direct or indirect owner) to make distributions to allow its owners (indirect or direct) to pay income or similar Taxes), provided, that (A) for each year that clause (1) is applicable, the aggregate amount of such distributions shall not be greater than the amount of such Taxes that would have been due and payable by such Borrowers and/or those Subsidiaries of such Borrowers that are members, or disregarded entities of members, of the applicable Tax group with Holdings (or another direct or indirect owner) (as determined by the Borrowers in their good faith discretion), had such Borrowers and/or such Subsidiaries filed a consolidated, combined, affiliated, aggregated, unitary or similar type return for such year with the applicable Borrower(s) as the parent corporation and (B) for each year (or portion thereof) that clause (2) is applicable, the aggregate amount of such distributions shall not be greater than (I) the aggregate amount of positive taxable income of such Borrowers and their Subsidiaries (reduced by any net taxable losses of such Borrowers and their Subsidiaries for prior taxable years, to the extent not previously taken into account as a reduction to income in determining Permitted Tax Distributions) that would be allocated among its actual or hypothetical members (including as a guaranteed payments for the use of capital) for such year if the applicable Borrower(s) was classified as a partnership for U.S. federal income Tax purposes (and each of the Subsidiaries had its actual classification for U.S. federal income Tax purposes), determined without regard to any deduction relating to qualified business income under Section 199A of the Code (or any similar provision of state or local law), multiplied by (II) the maximum combined marginal U.S. federal, state, and local income Tax rate applicable to any owner of Holdings (or any other direct or indirect owner treated as a partnership) for such year (including any Taxes imposed on net investment income and any self-employment Taxes), taking into account the character of the relevant income or gain and the deductibility of state and local Taxes for U.S. federal income Tax purposes (and any limitations thereon); **provided** that to the extent that the aggregate amount of such distributions made for any such taxable period exceeds the amount of Permitted Tax Distributions that would have been permitted for such taxable period based on Borrowers' and their Subsidiaries' actual taxable income, as finally determined at the close of such taxable period, then the amount of such excess shall be credited against the Permitted Tax Distributions permitted to be made with respect to the immediately subsequent taxable period.~~without duplication, (i) distributions in an amount sufficient to permit Suja LP to make distributions in amounts described in Section 4.1(a) of the Suja LPA and (ii) distributions in amounts sufficient to permit Suja LP to make pro rata distributions to its equityholders in such amounts as will permit Suja Inc. and its Subsidiaries to make any payments permitted or required to be made pursuant to the Tax Receivable Agreement.

"***Permitted Transferee***" means (a) in the case of the Sponsor or any Sponsor Associate, (i) the Sponsor, (ii) the heirs, executors, administrators, testamentary trustees, legatees or beneficiaries of the Sponsor or any Sponsor Associate and (iii) any trust, the beneficiaries of which, or a corporation or partnership, the stockholders or partners of which, include only a Sponsor Associate, his or her spouse, parents, siblings, members of his or her immediate family (including adopted children and step children) and/or direct lineal descendants; and (b) in the case of any Management Equityholder, (i) his or her executor, administrator, testamentary trustee, legatee or beneficiaries, (ii) his or her spouse, parents, siblings, members of his or her immediate family (including adopted children and step children) and/or direct lineal descendants or (iii) a trust, the beneficiaries of which, or a corporation or partnership, the stockholders or partners of which, include only a Management Equityholder and his or her spouse, parents, siblings, members of his or her immediate family (including adopted children) and/or direct lineal descendants.

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

"***PGIM Fund***" means any subfund of the ICAV, including PGIM US Investors/Non-US Senior Debt Levered I Fund.

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

*"**Platform***" has the meaning assigned to such term in Section 10.1(d).

"***Prepayment Premium***" has the meaning assigned to such term in Section 2.10(d)(vi).

"***Prime Rate***" means the rate of interest published in the Wall Street Journal as the "prime rate" for Dollars on such day; **provided** that in no event shall the Prime Rate be less than zero. The Prime Rate is not necessarily the lowest rate that JPMorgan is charging any corporate customer.

"***Principal Payment Dates***" means (i) with respect to the Initial Term Loans, the end of each Fiscal Quarter of each year, commencing with March 31, 2022, and through and including the Term Loan Maturity Date, (ii) with respect to the Second Amendment Term Loans, the end of each Fiscal Quarter of each year, commencing with March 27, 2023, and through and including the Term Loan Maturity Date, (iii) with respect to the Third Amendment Term Loans, the end of each Fiscal Quarter of each year, commencing with March 31, 2025, and through and including the Term Loan Maturity Date, (iv) with respect to the Fourth Amendment Delayed Draw Term Loans, the end of each Fiscal Quarter of each year ending after the funding of such Fourth Amendment Delayed Draw Term Loans through and including the Term Loan Maturity Date and (v) with respect to any Tranche of Incremental Term Loans, such dates (if any) as may be set forth in the Incremental Amendment applicable to such Tranche of Incremental Term Loans.

"***Proceeding***" means any claim, litigation, investigation, action, suit, arbitration or administrative, judicial or regulatory action or proceeding in any jurisdiction.

"***Pro Rata Share***" means, (a) with respect to any Revolving Credit Lender, for purposes of any rights or obligations hereunder affecting or involving Revolving Credit Lenders and not Term Loan Lenders (including any reimbursement obligations in respect of any indemnity claim arising out of an action or omission of Swingline Lender or Issuing Lender under this Agreement), the percentage (carried out to the ninth decimal place) of the total Revolving Credit Commitments represented by such Revolving Credit Lender's Revolving Credit Commitment, and (b) with respect to any Lender in respect of any rights or obligations affecting or involving all Lenders (including any reimbursement obligations in respect of any indemnity claim arising out of an action or omission of Administrative Agent, Swingline Lender or Issuing Lender under this Agreement), the percentage (carried out to the ninth decimal place) of the total Commitments or Loans, of all Classes hereunder represented by the aggregate amount of such Lender's Commitments or Loans, as the case may be, of all Classes hereunder. If the Commitments of any Class have terminated or expired, the Pro Rata Share with respect to such Class shall be determined based upon (i) in the case of the Term Loan Lenders of any Class, the outstanding principal amount of the Term Loans of such Class at such time, and (ii) in the case of the Revolving Credit Lenders, Revolving Credit Exposure of all such Revolving Credit Lenders at such time.

"***Protected Vendor***" means any Person that is afforded the benefit of any Lien or trust upon agricultural or animal products sold to the Borrowers and/or their Subsidiaries and/or any proceeds of such agricultural or animal products under any Growers' Lien Law.

"***PTE***" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"***Qualified ECP Guarantor***" means, in respect of any Swap Obligation, each Obligor that has total assets exceeding $10,000,000 at the time the relevant Guarantee or grant of the relevant security interests becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"***Qualified Equity Interest***" means and refers to any Equity Interests that is not a Disqualified Equity Interest.

"***Qualified Jurisdiction***" means the United States, Canada, the Cayman Islands, the United Kingdom, the Netherlands, Luxembourg, Switzerland and Australia.

"***Qualified Proceeds***" means assets that are used or useful in, or Equity Interests of any Person engaged in, any business conducted or proposed to be conducted by the Borrowers and the Restricted Subsidiaries, taken as a whole, on the Effective Date or any other business activities which are reasonable extensions thereof or otherwise similar, incidental, corollary, complementary, synergistic, reasonably related, or ancillary to any of the foregoing or to facilitate any of the foregoing (including non-core incidental businesses acquired in connection with any Permitted Acquisition or permitted Investment), in each case as determined by the Borrowers in good faith.

"***Qualified Securitization Financing***" means any Securitization Facility (and any guarantee of such Securitization Facility), that meets the following conditions: (a) the Borrowers shall have determined in good faith that such Securitization Facility (including financing terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the Borrowers and the Restricted Subsidiaries; (b) all transfers of Receivables Assets and related assets by any Borrower or any Restricted Subsidiary to the Securitization Subsidiary or any other Person are made at Fair Market Value, a portion of which may be paid in the form of an increase in the Seller's Retained Interest; (c) the financing terms, covenants, termination events and other provisions thereof shall be on then current market terms (as reasonably determined in good faith by the Borrowers) and may include Standard Securitization Undertakings; and (d) the obligations under such Securitization Facility are non-recourse (except for customary representations, warranties, covenants, performance guarantees and indemnities made in connection with such facilities) to any Borrower or any Restricted Subsidiary (other than a Securitization Subsidiary).

"***Quarterly Dates***" means the last day of March, June, September, and December of each year through the later of the Revolving Credit Maturity Date and the Term Loan Maturity Date.

"*Quarterly Percentage Amount*" means (a) with respect to the Initial Term Loan for each Principal Payment Date, the amount equal to 0.25% of the aggregate principal amount of the Initial Term Loan Commitments on the Effective Date, (b) with respect to the Second Amendment Term Loan for each Principal Payment Date, the amount equal to 0.25% of the aggregate principal amount of the Second Amendment Term Loan Commitments on the Second Amendment Effective Date, (c) with respect to the Third Amendment Term Loan for each Principal Payment Date, the amount equal to 0.25% of the aggregate principal amount of the Third Amendment Term Loan Commitments on the Third Amendment Effective Date and (d) with respect to any Fourth Amendment Delayed Draw Term Loans for each Principal Payment Date, the amount equal to 0.25% of the initial principal amount of such Fourth Amendment Delayed Draw Term Loans.

"***Ratio Debt***" means Indebtedness of an Obligor (other than Holdings (other than as a guarantor)); provided that at the time of incurrence thereof:

(a) (i) the scheduled final maturity date of any Ratio Debt (A) that is secured on a pari passu basis with the Obligations will be no earlier than the scheduled final maturity date for the Initial Term Loans, the Second Amendment Term Loans and the Third Amendment Term Loans and (B) that is unsecured, secured on a junior basis to the Initial Term Loans, the Second Amendment Term Loans and the Third Amendment Term Loans or secured by assets not constituting Collateral shall not mature prior to the date that is ninety-one (91) days following the scheduled final maturity date for the Initial Term Loans, the Second Amendment Term Loans and the Third Amendment Term Loans, and (ii) except in the case of a customary bridge facility that is subject to automatic conversion within one (1) year of issuance of such bridge facility on terms that would otherwise satisfy this clause (a), the Weighted Average Life to Maturity of any Ratio Debt will be no shorter than the remaining Weighted Average Life to Maturity of the Initial Term Loans, the Second Amendment Term Loans and the Third Amendment Term Loans;

(b) any Ratio Debt may provide for participation (x) on a pro rata basis, greater than a pro rata basis, or less than pro rata basis in any voluntary prepayments with respect to its Class of Term Loans, or (y) on a pro rata basis (with respect to any Ratio Debt secured by the Collateral on a pari passu basis with the Initial Term Loans, the Second Amendment Term Loans and the Third Amendment Term Loans) or less than pro rata basis in any mandatory prepayments with all Term Loans;

(c) (i) to the extent guaranteed by Holdings or any of its Restricted Subsidiaries, any such Ratio Debt shall not be guaranteed by any such Person that is not (or is not required to be) a Guarantor (except (x) any such Person guaranteeing such Ratio Debt that also guarantees the Initial Term Loans, the Second Amendment Term Loans, the Third Amendment Term Loans or Revolving Loans, as applicable and (y) unless such guaranty affirmatively is declined by the Administrative Agent as credit support for the Obligations, it being agreed, for the avoidance of doubt, that a Person qualifying as an Excluded Subsidiary shall not result in the Administrative Agent being deemed to have declined such guaranty); and (ii) to the extent secured by Collateral, shall be subject to an Intercreditor Agreement or other subordination arrangements reasonably satisfactory to the Administrative Agent and shall not be secured by any assets other than Collateral;

(d) except as otherwise specifically addressed herein, all terms of Ratio Debt shall be determined by the Borrowers and shall either, at the option of the Borrowers, (i) reflect current market terms and conditions (taken as a whole) at the time of incurrence or issuance (as determined by the Borrowers), (ii) be consistent with the terms of the corresponding class under the Facilities unless, in the case of this clause (ii), (x) the Lenders under the corresponding class under the Facilities also receive the benefit of such more restrictive terms or (y) any such provisions apply only after the Latest Maturity Date of the Facilities, or (iii) not be materially more restrictive to the Borrowers, when taken as a whole, than the terms of the applicable class under the Facilities;

(e) the interest rate, margin, original issue discount, up-front fees and other fees and rate floors for such Ratio Debt in the form of term loans may be determined by the Borrowers and the Lenders providing such Ratio Debt, as applicable, providing such Ratio Debt; provided that, in the event that the All-in Yield for any such Ratio Debt that is in the form of term loans that ranks pari passu in right of payment and security with the existing Term Loans incurred (other than in reliance on clause (i) of the Incremental Amount at the time of initial incurrence) is greater than the All-in Yield for the existing Term Loans by more than 50 basis points, then the Applicable Margin for the existing Term Loans shall be increased to the extent necessary so that the All-in Yield for such Ratio Debt is no more than 50 basis points higher than the All-in Yield for the existing Term Loans; provided that, in the event that the All-In Yield for such Ratio Debt is higher than the All-In Yield for the existing Term Loans solely as a result of a higher rate floor for such Ratio Debt, the adjustment to the All-In Yield of the existing Term Loans shall be effected solely by increasing the rate floor; and

(f) Ratio Debt (i) may rank either pari passu or junior in right of payment with any Class of Term Loans (including the Initial Term Loans, the Second Amendment Term Loans and the Third Amendment Term Loans) and the initial Revolving Commitments and (ii) for the avoidance of doubt, may be secured on a pari passu basis with the Obligations, on a junior basis to the Obligations, be unsecured or be secured by assets not constituting Collateral.

"***Real Property Requirement***" means the requirement that the real property owned by any Obligor and located in the United States shall be a Mortgaged Property as shall be necessary in order that any real property owned on or acquired after the Effective Date by an Obligor located in the United States and with a Fair Market Value measured at the time of acquisition in excess of (a) the greater of (i) $2,000,000 and (ii) 6.5% of Consolidated EBITDA (as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b) individually or (b) the greater of (i) $6,000,000 and (ii) 20% of Consolidated EBITDA (as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b) in the aggregate for all such real property be subject to a Mortgage.

"***Receivables Assets***" means (a) any accounts receivable, including proceeds thereof, owed to a Borrower or a Restricted Subsidiary and arising in the ordinary course of business from the sale of goods and services, and (b) all collateral securing such accounts receivable, all contracts and contract rights, guarantees or other obligations in respect of such accounts receivable, all records with respect to such accounts receivable and any other related assets customarily transferred together with accounts receivable in connection with a non-recourse accounts receivable securitization or factoring arrangement and which are sold, conveyed, assigned or otherwise transferred or pledged in connection with a Receivables Facility.

"***Receivables Facility***" means any of one or more receivables financing facilities (and any guarantee of such financing facility) that meets the following conditions: (i) the obligations under such facility are non-recourse (except for customary representations, warranties, covenants and indemnities made in connection with such facilities) to the Borrowers and the Restricted Subsidiaries, (ii) pursuant to such facility any Borrower or any Restricted Subsidiary sells, directly or indirectly, grants a security interest in or otherwise transfers its Receivables Assets to either (a) a Person that is not a Borrower or a Restricted Subsidiary or (b) a Receivables Subsidiary that in turn funds such purchase by (1) transferring its accounts receivable to a Person that is not a Borrower or a Restricted Subsidiary or by borrowing from such Person or from another Receivables Subsidiary that in turn funds itself by borrowing from such Person or (2) the issuance to such Borrower or such Restricted Subsidiary of Seller's Retained Interests or an increase in such Seller's Retained Interests and (iii) the financing terms, covenants, termination events and other provisions thereof shall be on market terms (as determined in good faith by the Borrowers) and may include Standard Securitization Undertakings and shall include any guaranty in respect of such financing facility.

"***Receivables Subsidiary***" means any Subsidiary of any Borrower formed for the purpose of, and that solely engages in, facilitating or entering into one or more Receivables Facilities and any other activities reasonably related or incidental thereto or another Person formed for the purposes of engaging in a Receivables Facility in which any Borrower or any Restricted Subsidiary makes an Investment and to which such Borrower or such Restricted Subsidiary transfers accounts receivables and related assets or grants a security interest in Receivables Assets.

"***Recipient***" means (a) Administrative Agent, (b) any Lender or Swingline Lender, and (c) any Issuing Lender, as applicable.

"***Reference Time***" with respect to any setting of the then-current Benchmark means (1) if such Benchmark is the Term SOFR Rate, 6:00 a.m. (New York City time) on the day that is two (2) Business Days preceding the date of such setting, (2) if the RFR for such Benchmark is Daily Simple SOFR, then four (4) Business Days prior to such setting or (3) if such Benchmark is not the Term SOFR Rate or Daily Simple SOFR, the time determined by the Administrative Agent in its reasonable discretion.

"***Refinanced Term Loans***" has the meaning set forth in Section 10.02(b).

"***Refinancing Amendment***" means an amendment to this Agreement executed by (a) the Borrower Representative, (b) the Administrative Agent, (c) each Additional Refinancing Lenders and (d) each Lender that agrees to provide any portion of Refinancing Term Loans, Refinancing Delayed Draw Term Loans, Refinancing Revolving Credit Commitments or Refinancing Revolving Credit Loans incurred pursuant thereto, in accordance with Section 2.22.

"***Refinancing Delayed Draw Term Loan Commitments***" means one or more delayed draw term loan commitments hereunder that fund Refinancing Delayed Draw Term Loans of the applicable Refinancing Series hereunder pursuant to a Refinancing Amendment.

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

"***Refinancing Indebtedness***" means refinancings, renewals, or extensions of Indebtedness so long as: (a) such refinancings, renewals, or extensions do not result in an increase in the principal amount of the Indebtedness so refinanced, renewed, or extended, *plus* the amount of any premiums, make-whole amounts or penalties and accrued and unpaid interest paid thereon, the fees and expenses incurred in connection therewith (including any closing fees and original issue discount) and by the amount of the unfunded commitments with respect thereto unless otherwise permitted under a separate clause of Section 6.1, (b) other than Capital Leases and revolving Indebtedness, such refinancings, renewals, or extensions do not result in a shortening of the scheduled maturity date or the Weighted Average Life to Maturity (measured as of the refinancing, renewal, or extension) of the Indebtedness so refinanced, renewed, or extended, (c) if the Indebtedness that is refinanced, renewed, or extended was unsecured or subordinated in right of payment to the Obligations, then (x) in the case of unsecured Indebtedness, such Refinancing Indebtedness must be unsecured unless otherwise permitted under a separate clause of Section 6.1 and (y) in the case of subordinated Indebtedness, the terms and conditions of the refinancing, renewal, or extension must include subordination terms and conditions (taken as a whole) that are at least as favorable in all material respects to the Secured Parties as those that were applicable to the refinanced, renewed, or extended Indebtedness, and (d) except as otherwise permitted, the Indebtedness that is refinanced, renewed, or extended is not recourse to any Obligor other than those Persons which were obligated with respect to the Indebtedness that was refinanced, renewed, or extended or secured by any property other than property that secured the Indebtedness that was refinanced, renewed or extended.

"***Refinancing Revolving Credit Commitments***" means one or more Classes of Revolving Credit Commitments hereunder that result from a Refinancing Amendment.

"***Refinancing Revolving Credit Loans***" means one or more Classes of Revolving Credit Loans that result from a Refinancing Amendment.

"***Refinancing Series***" means all Refinancing Term Loans, Refinancing Delayed Draw Term Loans or Refinancing Term Commitments that are established pursuant to the same Refinancing Amendment (or any subsequent Refinancing Amendment to the extent such Refinancing Amendment expressly provides that the Refinancing Term Loans or Refinancing Term Commitments, Refinancing Delayed Draw Term Loans or Refinancing Delayed Draw Term Loan Commitments, Refinancing Revolving Credit Loans or Refinancing Revolving Credit Commitments provided for therein are intended to be a part of any previously established Refinancing Series) and that provide for the same All-In Yield (other than, for this purpose, any original issue discount or upfront fees), if applicable and amortization schedule.

"***Refinancing Term Commitments***" means one or more term loan commitments hereunder that fund Refinancing Term Loans of the applicable Refinancing Series hereunder pursuant to a Refinancing Amendment.

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

"***Register***" has the meaning assigned to such term in Section 10.4.

"***Registered Loan***" has the meaning assigned to such term in Section 10.4.

"***Reinvestment Assets***" means assets used or useful in a Borrower's or a Restricted Subsidiary's business, Capital Expenditures, Permitted Acquisitions and other permitted Investments (other than cash and Cash Equivalents).

"***Reinvestment Deferred Amount***" means, with respect to any Reinvestment Event, the aggregate Net Cash Proceeds received by any Borrower and its Restricted Subsidiaries in connection therewith that are not applied to prepay the Loans.

"***Reinvestment Event***" means the receipt of any Net Cash Proceeds from any Disposition or Event of Loss in respect of which the Borrowers have elected to reinvest the Net Cash Proceeds in Reinvestment Assets.

"***Reinvestment Prepayment Amount***" means, with respect to any Reinvestment Event, the Reinvestment Deferred Amount relating thereto less any amount expended prior to the relevant Reinvestment Prepayment Date to invest in Reinvestment Assets.

"***Reinvestment Prepayment Date***" means, with respect to any Reinvestment Event, the earlier of (a) the date occurring 365 days after (or 30 days prior to such date, to the extent the applicable Borrower or Restricted Subsidiary has committed to reinvest such proceeds) such Reinvestment Event (or if a Borrower or a Restricted Subsidiary has committed to reinvest such proceeds within such 365 days, within 180 days following such 365 days) and (b) the date on which the Borrowers shall have determined not to invest in Reinvestment Assets.

"***Rejection Notice***" has the meaning assigned to such term in Section 2.10(d)(iii).

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

"***Relevant Governmental Body***" means the Federal Reserve Board, the NYFRB, and/or the CME Term SOFR Administrator, as applicable, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB, or, in each case, any successor thereto.

"***Relevant Rate***" means (i) with respect to any Term Benchmark Borrowing, the Adjusted Term SOFR Rate or (ii) with respect to any RFR Borrowing, Adjusted Daily Simple SOFR, as applicable.

"***Replacement Term Loans***" has the meaning set forth in Section 10.02(b).

"***Required DDTL Lenders***" means, at any time with respect to any Class of Delayed Draw Term Loans, Lenders having unused DDTL Commitments of such Class representing more than 50% of the sum of the total unused DDTL Commitments of such Class at such time. The unused DDTL Commitments of any Defaulting Lender shall be disregarded in determining Required DDTL Lenders at any time.

"***Required Facility Lenders***" means, at any time, with respect to one or more Facilities, Lenders having Revolving Credit Exposures, outstanding Term Loans and/or unused Commitments representing more than 50% of the sum of Revolving Credit Exposures, outstanding Term Loans and/or unused Commitments under such Facility; **provided** the Commitments of, and the portion of the Revolving Credit Exposure and outstanding Incremental Term Loans held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Facility Lenders.

"***Required Lenders***" means, at any time, Lenders having Revolving Credit Exposures, outstanding Term Loans, and unused Commitments (subject to Section 2.19(f)) representing more than 50% of the sum of the total Revolving Credit Exposures, total outstanding Term Loans and unused Commitments at such time; **provided** the Commitments of, and the portion of the Revolving Credit Exposure and outstanding Term Loans held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders; **provided, further**, that for so long as there are two or more Lenders each holding more than ten percent (10%) of the sum of the total Revolving Credit Exposures, total outstanding Term Loans and unused Commitments at such time, the term "Required Lenders" must include at least two unaffiliated Lenders, each holding no less than five percent (5%) of such total Revolving Credit Exposures, total outstanding Term Loans and unused Commitments.

"*Required Revolving Lenders*" means, at any time, Revolving Credit Lenders having Revolving Credit Exposures and unused Revolving Credit Commitments representing more than 50% of the sum of the total Revolving Credit Exposures and unused Revolving Credit Commitments at such time. The Revolving Credit Exposures and unused Revolving Credit Commitments of any Defaulting Lender shall be disregarded in determining Required Revolving Lenders at any time.

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

"***Responsible Officer***" means the chief executive officer, president, chief financial officer, chief administrative officer, principal accounting officer, treasurer, assistant treasurer, vice president of finance, secretary, assistant secretary or controller of any Person. Any document delivered hereunder that is signed by a Responsible Officer of any Person shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Person.

"***Restricted Payment***" means, with respect to any Person, any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of or issued by such Person, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interest or Equity Right of or issued by such Person or any payment of management fees or consulting fees to any holder of Equity Interests of such Person.

"***Restricted Subsidiary***" means any Subsidiary of a Borrower other than an Unrestricted Subsidiary.

"***Restrictive Agreement***" has the meaning assigned to such term in Section 6.8.

"***Retained ECF Amount***" has the meaning assigned to such term in Section 2.10(b)(ii).

"***Returns***" means, with respect to any Investment, any dividends, distributions, interest, fees, premium, return of capital, repayment of principal, income, profits (from a Disposition or otherwise) and other amounts received or realized in respect of such Investment.

"***Revolving Credit Availability Period***" means the period from and including the Effective Date and ending on the earlier of the Business Day immediately preceding the Revolving Credit Maturity Date and the date of termination of the Revolving Credit Commitments pursuant to the terms hereof.

"***Revolving Credit Commitment***" means at any time, with respect to each Lender, the commitment, if any, of such Lender to make Revolving Credit Loans (including any Incremental Revolving Credit Commitment) and to acquire participations in Letters of Credit and Swingline Loans hereunder, expressed as an amount representing the maximum aggregate amount of such Lender's Revolving Credit Exposure at such time hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.8 or 2.18(b), (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.4, or (c) increased pursuant to Section 2.19. The amount of each Lender's Revolving Credit Commitment as of the Effective Date is set forth below its name or its signature page to this Agreement, or thereafter, in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable. As of the Third Amendment Effective Date, the aggregate amount of the Lenders' Revolving Credit Commitments is $40,000,000.

"***Revolving Credit Exposure***" means, with respect to any Revolving Credit Lender at any time, the sum, without duplication, of the outstanding principal amount of such Lender's Revolving Credit Loans, LC Exposure and Swingline Exposure at such time.

"***Revolving Credit Lender***" means a Lender with a Revolving Credit Commitment or, if the Revolving Credit Commitments have terminated or expired, a Lender with Revolving Credit Exposure.

"***Revolving Credit Loan***" means a Loan made pursuant to Section 2.1 (including loans made pursuant to an Incremental Revolving Credit Commitment).

"***Revolving Credit Loan Extension Request***" has the meaning assigned to such term in Section 2.23.

"***Revolving Credit Maturity Date***" means (i) with respect to the Revolving Credit Commitment on the Effective Date, August 23, 2028, (ii) with respect to any tranche of Extended Revolving Credit Commitments, the final maturity date as specified in the applicable Extension Amendment and (iii) with respect to any Refinancing Revolving Credit Commitments, the final maturity date as specified in the applicable Refinancing Amendment.

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

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

"***Sanctioned Person***" has the meaning assigned to such term in Section 3.17.

"***Sanctions***" means any sanctions administered, imposed or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council or other relevant sanctions authority.

"***SEC***" means the Securities and Exchange Commission.

"***Second Amendment***" means that certain Second Amendment to Credit Agreement, dated as of October 11, 2022 by and among the Borrower Representative, Holdings, the Guarantors party thereto, the Lenders party thereto and the Administrative Agent.

"***Second Amendment Acquisition***" means the acquisition contemplated by the Second Amendment Acquisition Agreement.

"***Second Amendment Acquisition Agreement***" means that certain Agreement and Plan of Merger, dated as of October 11, 2022, by and among Vive Buyer, Inc., a Delaware corporation, Vive Merger Sub I, Inc., a Delaware corporation and Vive Organic.

"***Second Amendment Effective Date***" means October 11, 2022.

"***Second Amendment Fee Letter***" means that certain Fee Letter, dated as of October 11, 2022, executed by the Borrower Representative and the Administrative Agent setting forth certain of the applicable fees relating to the Second Amendment to be paid to the Administrative Agent, on its behalf and on behalf of certain of the Lenders.

"***Second Amendment PGIM Fee Letter***" means that certain OID and Fee Letter, dated as of October 11, 2022, executed by the Borrower Representative and PGIM, Inc. setting forth certain of the applicable fees relating to the Second Amendment to be paid to PGIM, Inc., on its behalf and on behalf of certain of the Lenders.

"***Second Amendment Transaction Costs***" means the fees, costs, and expenses payable by the Obligors in connection with the consummation of the Second Amendment Transactions.

"***Second Amendment Transactions***" mean, collectively, (a) the consummation of the Second Amendment Acquisition, (b) the execution, delivery and performance by each Obligor of the Second Amendment and the other applicable Loan Documents on the Second Amendment Effective Date, (c) the initial borrowing of Second Amendment Term Loans, and (d) the payment of all fees and expenses to be paid on or prior to the Second Amendment Effective Date and owing in connection with the foregoing.

"***Second Amendment Term Loan***" means a Loan made pursuant to Section 2.1(c).

"***Second Amendment Term Loan Lender***" has the meaning assigned to such term in the Second Amendment.

"***Second Amendment Term Loan Commitment***" means, with respect to each applicable Second Amendment Term Loan Lender, its obligation to make a Second Amendment Term Loan to the Borrowers on the Second Amendment Effective Date in an aggregate principal amount up to, and not to exceed, the amount set forth on Schedule I to the Second Amendment under the caption "Second Amendment Term Loan Commitment". The aggregate amount of the Second Amendment Term Loan Lenders' Term Loan Commitments is $42,000,000 as of the Second Amendment Effective Date.

"***Secured Parties***" means, collectively, Administrative Agent, the Lenders, Issuing Lender, Swingline Lender, and each Bank Product Provider.

"***Securities Act***" means the Securities Act of 1933, as amended from time to time.

"***Securitization Asset***" means (a) any accounts receivable or related assets and the proceeds thereof owed to a Borrower or any Restricted Subsidiary and arising in the ordinary course of business from the sale of goods or services and (b) all collateral securing such receivable or asset, all contracts and contract rights, guaranties or other obligations in respect of such receivable or asset, lockbox accounts and records with respect to such account or asset and any other related assets customarily transferred (or in respect of which security interests are customarily granted), together with accounts or assets in a securitization financing and which in the case of clause (a) and (b) above are sold, conveyed, assigned or otherwise transferred or pledged in connection with a Qualified Securitization Financing.

"***Securitization Facility***" means any transaction or series of securitization financings that may be entered into by any Borrower or any Restricted Subsidiary pursuant to which any Borrower or any such Restricted Subsidiary may sell, convey or otherwise transfer, or may grant a security interest in, Securitization Assets to either (a) a Person that is not a Borrower or a Restricted Subsidiary or (b) a Securitization Subsidiary that in turn sells such Securitization Assets to a Person that is not a Borrower or a Restricted Subsidiary, or may grant a security interest in, any Securitization Assets of a Borrower or any of its Subsidiaries.

"***Securitization Subsidiary***" means any Subsidiary of any Borrower in each case formed for the purpose of, and that solely engages in, one or more Qualified Securitization Financings and other activities reasonably related thereto or another Person formed for the purposes of engaging in a Qualified Securitization Financing in which any Borrower or any Restricted Subsidiary makes an Investment and to which any Borrower or such Restricted Subsidiary transfers Securitization Assets and related assets.

"***Security Agreement***" means the Pledge and Security Agreement, dated as of the Effective Date, among the Borrowers and the other Obligors (and any other Obligor that becomes a party thereto by joinder after the Effective Date), as "***Grantors***", and the Administrative Agent.

"***Security Documents***" means, collectively, (a) the Security Agreement, each Mortgage, the Control Agreements, and each other agreement, instrument, or document that creates or purports to create a Lien securing the Obligations in favor of Administrative Agent pursuant to or in connection with this Agreement and all UCC financing statements and fixture filings required by the Security Agreement or any Mortgage, or such other agreement, instrument, or document to be filed with respect to the Liens created pursuant thereto and each other security agreement or other document executed and delivered after the Effective Date to secure any of the Obligations and (b) any amendments, supplements, modifications, renewals, restatements, replacements, consolidations, substitutions and extensions of any of the foregoing in accordance with their respective terms.

"***Seller's Retained Interest***" means the debt or equity interests held by any Borrower or any Restricted Subsidiary in (i) a Securitization Subsidiary to which Securitization Assets have been transferred, and/or (ii) a Receivables Subsidiary to which Receivables Assets have been transferred including, in each case, any such debt or equity received as consideration for or as a portion of the purchase price for the Securitization Assets and/or Receivables Assets transferred, or any other instrument through which any Borrower or any Restricted Subsidiary has rights to or receives distributions in respect of any deferred purchase price or other residual or excess interest in such Securitization Assets and/or Receivables Assets.

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

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

"***SOFR Administrator's Website***" means the NYFRB's Website, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"***Solvent***" and "***Solvency***" mean, with respect to any Person and its Restricted Subsidiaries on a consolidated basis on any date of determination, that on such date (a) the fair value of the assets (on a going concern basis) of such Person and its Restricted Subsidiaries, on a consolidated basis, is greater than the debt, including contingent liabilities, of such Person and its Restricted Subsidiaries, on a consolidated basis, (b) the present fair salable value of the assets of such Person and its Restricted Subsidiaries (on a going concern basis), on a consolidated basis, is not less than the amount that will be required to pay the probable liability, on a consolidated basis, of such Person and its Restricted Subsidiaries on their debts as they become absolute and matured in the ordinary course of business, (c) such Person and its Restricted Subsidiaries, on a consolidated basis, do not intend to, or believe that they will, incur debts (including current obligations and contingent liabilities) beyond such Person's and its Restricted Subsidiaries', on a consolidated basis, ability to pay such debts as they become due in the ordinary course of business, and (d) the capital of such Person and its Restricted Subsidiaries, on a consolidated basis, is not unreasonably small in relation to the business of such Person and its Restricted Subsidiaries, on a consolidated basis, contemplated on the date of determination. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability in the ordinary course of business.

"***Specified Equity Contribution***" means cash proceeds of a sale of, or contribution to, equity (which equity shall be Qualified Equity Interests) of Holdings, and contributed by Holdings to a Borrower and/or a Restricted Subsidiary of Holdings, designated by the Borrowers as a "Specified Equity Contribution" pursuant to Section 8.3, and made after the last day of the applicable Fiscal Quarter and on or prior to the day that is 15 Business Days after the day on which financial statements are required to be delivered for such Fiscal Quarter pursuant to Section 5.1(a) and (b).

"***Specified Existing Revolving Credit Commitment***" has the meaning assigned to such term in Section 2.23.

"***Specified Purchase Agreement Representations***" means each of the representations made by or on behalf of the Borrower, any Affiliate or Subsidiary thereof, or their respective businesses, as set forth in the Surf Merger Agreement, in each case, that are material to the interests of the Lenders, but only to the extent that Holdings, the Initial Borrower or their respective Affiliates have the right to terminate its respective obligations under the Surf Merger Agreement, or to decline to consummate the Acquisition as a result of a breach of such representations in the Surf Merger Agreement.

"***Specified Representations***" means the representations set forth in Sections 3.1(a) (with respect to the organizational existence of the Obligors (other than any Obligor that is not a Material Subsidiary) only), 3.1(c), 3.2, 3.3(b), 3.8, 3.12, 3.17, 3.20 and 3.22 of this Agreement.

"***Specified Transaction***" means any Permitted Acquisition, or any other Investment that results in a Person becoming a Restricted Subsidiary of Holdings, any Material Disposition that results in a Person ceasing to be a Restricted Subsidiary of Holdings, any Investment constituting an acquisition of assets constituting a business unit, line of business or division of another Person or any Material Disposition of a business unit, line of business or division of Holdings or a Restricted Subsidiary, in each case whether by merger, consolidation, amalgamation or otherwise, or any incurrence or repayment of Indebtedness (other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes without any adjustment to the commitments thereunder), Restricted Payment, the Fifth Amendment Transactions or other event that by the terms of this Agreement requires a test to be calculated for "*pro forma* compliance" or on a "*pro forma* basis" or after giving "*pro forma* effect."

"***Sponsor***" means Paine Schwartz Partners, LLC, together with its Sponsor Affiliates.

"***Sponsor Affiliates***" means with respect to the Sponsor, any Person (including, for the avoidance of doubt, any continuation fund or similar vehicle that otherwise qualifies under clause (a) or (b) of this definition) that (a) is organized by the Sponsor or an Affiliate of the Sponsor for the purpose of making and/or holding equity or debt investments in one or more companies, and (b) directly or indirectly, is managed, advised or controlled by the Sponsor, but excluding any operating portfolio companies of the foregoing.

"***Sponsor Associate***" means any managing director, director, officer, or employee of the Sponsor.

"***Sponsor-Controlled Affiliated Lender***" means, at any time, any Lender that is the Sponsor or a Non-Debt Fund Affiliate, in each case, other than Holdings, the Borrower or any of its Subsidiaries, any Debt Fund Affiliate or any natural person.

"***Sponsor-Controlled Affiliated Lender Assignment and Assumption***" has the meaning assigned to such term in Section 10.4(g).

"***Sponsor-Controlled Affiliated Lender Cap***" has the meaning assigned to such term in Section 10.4(g).

"***Sponsor Equity Contribution***" means a cash equity contribution in the form of a common equity investment, Qualified Equity Interests or otherwise on terms acceptable to the Lead Arranger (such approval not to be unreasonably withheld, delayed, conditioned or denied), in an amount not less than (when combined with any rollover or reinvested equity in the Company or a direct or indirect parent thereof received by management of the Company and by other existing direct or indirect equity holders of the Company in connection with the Merger) 50% of the sum of (a) the aggregate gross proceeds of the Loans to be borrowed under this Agreement on the Effective Date (excluding, the aggregate gross proceeds of any Revolving Credit Loans borrowed to fund original issue discount or upfront fees in the Fee Letter and Transaction Costs), *plus* (b) the amount of the Equity Contribution, contributed, directly or indirectly, by the Sponsor to the Initial Borrower on the Effective Date, as such amount may be modified in accordance with Section 4.1(n)).

"*Standard Securitization Undertakings*" means representations, warranties, covenants, repurchase obligations and indemnities entered into by any Borrower or any Restricted Subsidiary which are customary for a seller or servicer of assets transferred in connection with a non-recourse, bankruptcy-remote financing of accounts receivable.

"***Subordinated Indebtedness***" means unsecured Indebtedness incurred pursuant to Section 6.1(p) and owing by an Obligor at any time, **provided,** that, (a) such Indebtedness does not require any scheduled payment of cash interest or principal (including pursuant to a sinking fund obligation) or mandatory redemption or redemption at the option of the holders thereof prior to the date that is 6 months after the Term Loan Maturity Date, (b) such Indebtedness is contractually subordinated in right of payment and action to the Obligations in a manner reasonably acceptable to the Administrative Agent, (c) such Indebtedness does not contain any financial performance covenants, is not cross defaulted to this Agreement and contains other terms that are reasonably acceptable to the Administrative Agent, **provided** that all covenants and events of default (including change of control provisions) are not more restrictive than the covenants and events of default contained in this Agreement, taken as a whole, (d) such Indebtedness provides for all interest to be paid in kind (and not in cash) during the term of this Agreement, and (e) both before and after giving effect to incurrence of such Indebtedness, the Borrowers would be in compliance with the Financial Covenant on a *pro forma* basis as of the end of the most recent Fiscal Quarter for which financial statements have been delivered to the Lenders (whether or not such Financial Covenant is required to be tested for such Fiscal Quarter end), and, no Default or Event of Default shall exist under this Agreement.

"***Subsidiary***" means, with respect to any Person (the "***parent***") at any date, any other Person the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other Person (a) of which more than 50% of the Equity Interests or more than 50% of the ordinary voting power, are as of such date, owned, controlled or held by the parent (either directly or through one or more intermediaries or both) or (b) the management of which is, as of such date, otherwise controlled, by the parent (either directly or through one or more intermediaries or both). Unless otherwise specified, "***Subsidiary***" means a Subsidiary of Holdings.

"***Subsidiary Guarantors***" means each Restricted Subsidiary that has executed a Guaranty Agreement.

"***Surf Merger Agreement***" means that certain Agreement and Plan of Merger dated as of July 7, 2021, between Holdings, the Initial Borrower and the Borrower, together with all exhibits, schedules, annexes and disclosures relating thereto.

"***Suja Inc.***" means Suja Life, Inc., a Delaware corporation.

"***Suja LP***" means Suja Life Holdings, L.P., a Delaware limited partnership.

"***Suja LPA***" means that certain Sixth Amended & Restated Agreement of Limited Partnership of Suja LP, as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time.

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

"***Swingline Exposure***" means, at any time, the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any Revolving Credit Lender at any time shall be its Pro Rata Share of the total Swingline Exposure at such time.

"***Swingline Lender***" means JPMorgan, in its capacity as lender of Swingline Loans hereunder, or any other Lender selected by JPMorgan with the consent of the Borrowers that shall agree with Administrative Agent to act as Swingline Lender.

"***Swingline Loan***" means a Loan made pursuant to Section 2.4.

"***Synthetic Lease Obligation***" means the monetary obligation of a Person under ~~(a)~~(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).

"***Tax Preferred Subsidiary***" means a Foreign Holdco, a CFC, and any direct or indirect Subsidiary of either of the foregoing.

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

"***Tax Receivable Agreement***" means that certain Tax Receivable Agreement to be entered into in connection with or in anticipation of the Fifth Amendment Transactions, by and between Suja Inc., Suja LP, and the other persons party thereto from time to time, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, which Tax Receivable Agreement shall not have been amended or modified (taken as a whole) in a manner that would materially increase the payments required to be made under such Tax Receivable Agreement after the Fifth Amendment Effective Date, unless such amendment or modification shall be reasonably acceptable to the Administrative Agent (such acceptance not to be unreasonably withheld, conditioned or delayed).

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

"***Term Loan***" means, collectively, the Initial Term Loans, Second Amendment Term Loans, the Third Amendment Term Loans, Fourth Amendment Delayed Draw Term Loans, any Incremental Term Loans, Extended Term Loans, Incremental Delayed Draw Term Loans, Replacement Term Loans, Refinancing Term Loans or Refinancing Delayed Draw Term Loans, in each case, to the extent outstanding or in existence.

"***Term Loan Commitment***" means, collectively, the Initial Term Loan Commitment, the Second Lien Term Loan Commitment, the Third Amendment Term Loan Commitment and the Fourth Amendment Delayed Draw Term Loan Commitment.

"***Term Loan Lender***" means a Lender with a Term Loan Commitment or an outstanding Term Loan, DDTL Commitment, Extended Term Loan or Refinancing Term Loan.

"***Term Loan Maturity Date***" means (i) with respect to the Initial Term Loans, the Second Amendment Term Loans, the Third Amendment Term Loans and the Fourth Amendment Delayed Draw Term Loans, August 23, 2029, (ii) with respect to any Tranche of Incremental Term Loans, the final maturity as specified in the applicable Incremental Amendment and in accordance with Section 2.19(a), (iii) with respect to any Refinancing Term Loan, Extended Term Loan or Replacement Term Loan, the final maturity date as specified in the applicable Refinancing Amendment and (iv) with respect to any tranche of Extended Term Loans, the final maturity date as specified in the applicable Extension Amendment.

"***Term SOFR Adjustment***" means, for any calculation with respect to a Base Rate Loan or Term Benchmark Loan, a percentage per annum as set forth below for the applicable Type of such Loan and (if applicable) Interest Period therefor:

Interest Period	Percentage
One Month	0.10%
Three Months	0.15%
Six Months	0.25%

"***Term SOFR Rate***" means, with respect to any Term Benchmark Loan and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 6:00 a.m., New York City time, two (2) U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator; **provided** that if the Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

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

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

"***Third Amendment***" means that certain Third Amendment to Credit Agreement, dated as of October 31, 2024 by and among the Borrower Representative, Holdings, the Guarantors party thereto, the Lenders party thereto and the Administrative Agent.

"***Third Amendment Dividend***" means that certain one-time dividend or distribution in an aggregate amount not to exceed $135,000,000 to be made by the Borrowers and their Restricted Subsidiaries on or about the Third Amendment Effective Date to Holdings (or any direct or indirect parent thereof).

"***Third Amendment Effective Date***" means October 31, 2024.

"***Third Amendment Fee Letter***" means that certain Fee Letter, dated as of October 31, 2024, executed by the Borrower Representative and the Administrative Agent setting forth certain of the applicable fees relating to the Third Amendment to be paid to the Administrative Agent, on its behalf and on behalf of certain of the Lenders.

"***Third Amendment PGIM Fee Letter***" means that certain OID and Fee Letter, dated as of October 31, 2024, executed by the Borrower Representative and PGIM, Inc. setting forth certain of the applicable fees relating to the Third Amendment to be paid to PGIM, Inc., on its behalf and on behalf of certain of the Lenders.

"***Third Amendment Transaction Costs***" means the fees, costs, and expenses payable by the Obligors in connection with the consummation of the Third Amendment Transactions.

"***Third Amendment Transactions***" mean, collectively, (a) the execution, delivery and performance by each Obligor of the Third Amendment and the other applicable Loan Documents on the Third Amendment Effective Date, (b) the initial borrowing of Third Amendment Term Loans, (c) the making of the Third Amendment Dividend, and (d) the payment of all fees and expenses to be paid on or prior to the Third Amendment Effective Date and owing in connection with the foregoing.

"***Third Amendment Term Loan***" means a Loan made pursuant to Section 2.1(d).

"***Third Amendment Term Loan Lender***" has the meaning assigned to such term in the Third Amendment.

"***Third Amendment Term Loan Commitment***" means, with respect to each applicable Third Amendment Term Loan Lender, its obligation to make a Third Amendment Term Loan to the Borrowers on the Third Amendment Effective Date in an aggregate principal amount up to, and not to exceed, the amount set forth on Schedule I to the Third Amendment under the caption "Third Amendment Term Loan Commitment". The aggregate amount of the Third Amendment Term Loan Lenders' Term Loan Commitments is $112,035,000 as of the Third Amendment Effective Date.

"***Total Credit Exposure***" means, as to any Lender at any time, the Revolving Credit Exposures, unused Revolving Credit Commitments and outstanding Term Loans of such Lender at such time.

"***Trade***" means any binding arrangement to sell and assign or participate all or a portion of the applicable Lender's rights and/or obligations under, and in accordance with the terms of, this Agreement.

"***Trade Date***" means the date on which the applicable Lender entered into a Trade.

"***Tranche***" means, with respect to any Incremental Term Loans, Extended Term Loans or Refinancing Term Loans, all such Loans made on the same date pursuant to the terms of the same Notice of Borrowing.

"***Transaction Costs***" means the fees, costs, and expenses payable by the Obligors in connection with the consummation of the Transactions.

"***Transactions***" mean, collectively, (a) the consummation of the Acquisition, (b) Holdings' receipt of the proceeds of the Sponsor Equity Contribution, (c) the execution, delivery and performance by each Obligor of this Agreement and the other Loan Documents to which such Obligor is intended to be a party and the consummation of the transactions on the Effective Date contemplated thereby, (d) the initial borrowing of Loans, (e) subject to Section 5.11, the grant by each Obligor of the Liens granted by it pursuant to the Security Documents to which it is a party, (f) the repayment in full of all obligations under the Existing Indebtedness, (g) [reserved], and (h) the payment of all fees and expenses to be paid on or prior to the Effective Date and owing in connection with the foregoing.

"***Type***", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted Term SOFR Rate, Adjusted Daily Simple SOFR or the Base Rate.

"***UCC***" means the New York Uniform Commercial Code as adopted in the State of New York; **provided** in connection with any Lien granted under any Security Document, if the laws of any other jurisdiction would govern the perfection or enforcement of such Lien, "***UCC***" means the Uniform Commercial Code as in effect in such jurisdiction with respect to such Lien.

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

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

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

"***Undisclosed Administration***" means in relation to a solvent Person, the precautionary appointment of an administrator, conservator, receiver, trustee, custodian or other similar official by a supervisory authority or regulator under or based on the law in the country where such person is subject to home jurisdiction supervision if applicable law requires that such appointment is not to be publicly disclosed.

"***United States***" and "***U.S.***" mean the United States of America.

"***Unrestricted Cash***" means unrestricted cash and Cash Equivalents of the Obligors held in (a) a pledged account in favor of Administrative Agent such that the Administrative Agent has "control" of such cash and Cash Equivalents under the UCC or (b) maintained in an account with the Administrative Agent; **provided** that the foregoing requirements in clauses (a) and (b) shall not apply until the date that is ninety (90) days after the Effective Date.

"***Unrestricted Subsidiary***" means any Subsidiary of a Borrower, other than any Borrower or any Additional Borrower, designated (with written notice to the Administrative Agent) by the board of directors (or analogous governing body) of a Borrower as an Unrestricted Subsidiary pursuant to Section 5.12 subsequent to the Effective Date, and any Subsidiary of an Unrestricted Subsidiary.

"***Unused DDTL Commitment***" means, at any time with respect to any DDTL Lender, the amount equal to (a) such DDTL Lender's DDTL Commitment *minus* (b) the aggregate amount of the outstanding Delayed Draw Term Loans of such DDTL Lender.

"***Unused Revolving Commitment***" means, at any time with respect to any Revolving Credit Lender, the amount equal to (a) such Revolving Credit Lender's Commitment *minus* (b) the aggregate amount of the outstanding Revolving Credit Loans and LC Exposure of such Revolving Credit Lender.

"***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 assigned to such term in Section 2.16(g).

"***USA Patriot Act***" has the meaning assigned to such term in the definition of "Anti-Terrorism Laws".

"***USDA***" means the United States Department of Agriculture.

"***Vive Organic***" means Vive Organic, Inc., a Delaware corporation.

"***Weighted Average Life to Maturity***" when applied to any Indebtedness at any date, means the number of years obtained by dividing (1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal, including payment at final maturity, in respect thereof by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment by (2) the then outstanding principal amount of such Indebtedness; **provided** that for purposes of the Weighted Average Life to Maturity of such Indebtedness, the effects of any prepayments or amortization made on such Indebtedness prior to the date of the applicable modification, refinancing, refunding, renewal, replacement or extension shall be disregarded.

"***Wholly-Owned***" means a Person in which (other than directors' qualifying shares or other shares required by law) 100% of the Equity Interests and Equity Rights, at the time as of which any determination is being made, is owned, beneficially and of record, by a Borrower, or by one or more of the other Wholly-Owned Subsidiaries of a Borrower, or both.

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

"***Withholding Agent***" means any Obligor and the Administrative Agent.

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

1.2 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (*e.g.*, a ***Revolving Credit Loan***) or by Type (*e.g.*, a ***Term Benchmark Loan***) or by Class and Type (*e.g.*, a ***Term Benchmark Revolving Credit Loan***). Borrowings also may be classified and referred to by Class (*e.g.*, a ***Revolving Credit Loan Borrowing***) or by Type (*e.g.*, a ***Term Benchmark Borrowing***) or by Class and Type (*e.g.*, a ***Term Benchmark Revolving Credit Loan Borrowing***).

1.3 Interpretation. With reference to this Agreement and each other Loan Document, unless other 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 herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented modified, restated, refinanced, extended, restructured or replaced (subject to any restrictions set forth herein), (ii) any reference herein to any Person shall be construed to include such Person's permitted successors and assigns, (iii) the words "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) unless otherwise specified, all references in any Loan Document to Sections, Exhibits and Schedules shall be construed to refer to Sections of, and 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, (vi) any table of contents, captions and headings are for convenience of reference only and shall not affect the construction of this Agreement or any other Loan Document, (vii) 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 and (viii) all references to "knowledge" of any Borrower or any Restricted Subsidiary of Holdings means the actual knowledge of a Responsible Officer.

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

1.4 Rounding. Any financial ratios required to be maintained by Holdings and its Restricted Subsidiaries 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).

1.5 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, that with respect to any Letter of Credit that, by its terms or the terms of any 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.

1.6 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed, and all accounting determinations and computations required under the Loan Documents shall be made, in accordance with GAAP, as in effect from time to time, consistently applied; **provided** that, (a) if at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower Representative or the Required Lenders (through Administrative Agent) shall so request, Administrative Agent, the Lenders and the Borrower Representative 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 Representative 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, (b) notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to in Section 7 shall be made, without giving effect to any election under Accounting Standards Codification 825-10 (or any other Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of any Obligor or any Subsidiary of any Obligor at "fair value" and (c) notwithstanding any other provision contained herein, unless the Borrower Representative elects otherwise, all obligations of any Person that are or would have been treated as operating leases for purposes of GAAP prior to the issuance by the Financial Accounting Standards Board on February 25, 2016 of Accounting Standards Update 2016-02, Leases (Topic 842) shall continue to be accounted for as operating leases (and not be treated as financing or capital lease obligations or Indebtedness) for purposes of all financial definitions, calculations and deliverables under this Agreement or any other Loan Document (including the calculation of Consolidated Net Income and Consolidated EBITDA) (whether or not such operating lease obligations were in effect on such date) notwithstanding the fact that such obligations are required in accordance with Accounting Standards Update 2016-02, Leases (Topic 842) or any other change in accounting treatment or otherwise (on a prospective or retroactive basis or otherwise) to be treated as or to be recharacterized as financing or capital lease obligations or otherwise accounted for as liabilities in financial statements.

1.7 Limited Condition Transactions.

(a) In connection with any action being taken in connection with a Limited Condition Transaction, for purposes of determining compliance with any provision of this Agreement which requires that no Default, Event of Default or specified Event of Default, as applicable, has occurred, is continuing or would result from any such action, as applicable, such condition shall, at the option of the Borrowers, be deemed satisfied, so long as no Default, Event of Default or specified Event of Default, as applicable, exists on the date the definitive agreements or binding obligations for such Limited Condition Transaction (each such definitive agreement or binding obligation, a "***Limited Condition Transaction Agreement***") are entered into after giving *pro forma* effect to such Limited Condition Transaction and the actions to be taken in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) as if such Limited Condition Transaction and other actions had occurred on such date. For the avoidance of doubt, if the Borrower Representative has delivered an LCT Election (as defined below), and any Default or Event of Default occurs following the date the applicable Limited Condition Transaction Agreements were entered into and prior to the consummation of such Limited Condition Transaction, any such Default or Event of Default shall be deemed to not have occurred or be continuing solely for purposes of determining whether any action being taken in connection with such Limited Condition Transaction is permitted hereunder. Notwithstanding the foregoing, in no event shall any Event of Default described in clause (a), (b), (h) or (i) of Section 8.1 exist immediately prior to or after giving effect to any Limited Condition Transaction.

(b) In connection with a Limited Condition Transaction or any action being taken solely in connection with a Limited Condition Transaction, for purposes of:

(i) determining compliance with any provision of this Agreement which requires the calculation of the Consolidated Net Leverage Ratio, Consolidated First Lien Net Leverage Ratio and Consolidated Secured Net Leverage Ratio (but excluding any calculation for purposes of determining the Applicable Margin or actual compliance with Section 7);

(ii) determining compliance with any representations, warranties, defaults or Events of Default (other than for purposes of borrowings of Revolving Loans); or

(iii) testing availability under baskets (including any baskets in respect of any Incremental Facility) set forth in this Agreement,

in each case, at the option of the Borrower Representative (the Borrower Representative's election to exercise such option in connection with any Limited Condition Transaction, an "***LCT Election***"), the date of determination of whether a Limited Condition Transaction or any such action is permitted hereunder, shall be deemed to be (A) in the case of any acquisition or investment, the date the definitive agreements for such Limited Condition Transaction are entered into or (B) in the case of any redemption, repurchase, defeasance, satisfaction and discharge or repayment of Indebtedness, the date irrevocable notice in advance of such redemption, repurchase, defeasance, satisfaction and discharge or repayment is delivered (the "***LCT Test Date***"), and if, after giving *pro forma* effect to the Limited Condition Transaction (including, for the avoidance of doubt, the Consolidated EBITDA of or attributable to the target companies or assets associated with any such Limited Condition Transaction) and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) as if they had occurred at the beginning of the most recent four consecutive Fiscal Quarters ending prior to the LCT Test Date for which financial statements have been delivered to the Administrative Agent, the applicable Company could have taken such action on the relevant LCT Test Date in compliance with such ratio or basket, such ratio or basket shall be deemed to have been complied with. For the avoidance of doubt, if the Borrower Representative has made an LCT Election and any of the ratios or baskets for which compliance was determined or tested as of the LCT Test Date are exceeded as a result of fluctuations in any such ratio or basket, at or prior to the consummation of the relevant transaction or action, such basket or ratio will not be deemed to have been exceeded as a result of such fluctuations solely for purposes of determining whether the relevant transaction or actions is permitted to be consummated or taken; **provided**, that for any determination to be made pursuant to this Section 1.7, the Borrower Representative may, by delivering a notice in writing to the Administrative Agent, elect to recalculate all such ratios, tests or baskets in respect of the last twelve fiscal months of the Borrowers for which monthly financial statements are available and have been delivered to the Administrative Agent in which case such date of redetermination shall thereafter be deemed to be the applicable LCT Test Date. If the Borrower Representative has made an LCT Election for any Limited Condition Transaction, then in connection with any subsequent calculation of the Financial Covenant, ratio or basket availability on or following the relevant LCT Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated or the definitive agreement for such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, any such Financial Covenant, ratio or basket availability shall be required to be satisfied both (x) on a *pro forma* basis assuming such Limited Condition Transaction and other transactions in connection therewith (including any *pro forma* increase in Consolidated EBITDA resulting from such Limited Condition Transaction, any incurrence of Indebtedness and the use of proceeds thereof) have been consummated, and (y) assuming such Limited Condition Transaction and other transactions in connection therewith (including any such *pro forma* increase in Consolidated EBITDA, incurrence of Indebtedness and the use of proceeds thereof) have not been consummated; **provided** that for purposes of the definition of Excess Cash Flow the calculation of Consolidated Net Income shall not include the Consolidated Net Income of the Person or assets to be acquired (this Section 1.7, collectively, the "***Limited Condition Transaction Provision***").

1.8 Pro Forma Calculations.

(a) Notwithstanding anything to the contrary herein, financial ratios and tests, including the Consolidated Net Leverage Ratio, the Consolidated First Lien Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio and Consolidated EBITDA shall be calculated on a *pro forma* basis in the manner prescribed by this Section 1.8; **provided** that notwithstanding anything to the contrary in Section 1.8(b), (c) or (d), when calculating the Consolidated Net Leverage Ratio for purposes of (i) the definition of "Applicable Margin", (ii) the calculation of Excess Cash Flow (other than to the extent otherwise expressly set forth in the definition thereof or in Section 2.10(b)(ii)) and (iii) determining actual compliance (and not Pro Forma Compliance or compliance on a pro forma basis) with any covenant pursuant to Section 7.1, the events described in this Section 1.8 that occurred subsequent to the end of the applicable Reference Period shall not be given pro forma effect. In addition, whenever a financial ratio or test is to be calculated on a pro forma basis, the reference to the "Reference Period" for purposes of calculating such financial ratio or test shall be deemed to be a reference to, and shall be based on, the most recently ended Reference Period for which internal financial statements of the Borrowers are available and have been delivered to the Administrative Agent; **provided** that, the provisions of this sentence shall not apply for purposes of calculating the Consolidated Net Leverage Ratio for purposes of the definition of "Applicable Margin" and determining actual compliance with Section 7.1 (other than for the purpose of determining pro forma compliance with Section 7.1) and for purposes of calculating Excess Cash Flow, each of which shall be based on the financial statements delivered pursuant to Sections 5.1(a) or (b), as applicable, for the relevant Reference Period.

(b) For purposes of calculating any financial ratio or test, Specified Transactions (with any incurrence or repayment of any Indebtedness in connection therewith to be subject to Section 1.8(d)) that have been made (i) during the applicable Reference Period and (ii) if applicable as described in Section 1.8(a), subsequent to such Reference Period and prior to or simultaneously with the event for which the calculation of any such ratio is made shall be calculated on a pro forma basis assuming that all such Specified Transactions (and any increase or decrease in Consolidated EBITDA and the component financial definitions used therein attributable to any Specified Transaction) had occurred on the first day of the applicable Reference Period (or, in the case of the determination of Consolidated Current Assets, the last day). If since the beginning of any applicable Reference Period any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Borrower or any of its Restricted Subsidiaries since the beginning of such Reference Period shall have made any Specified Transaction that would have required adjustment pursuant to this Section 1.8, then such financial ratio or test (or the calculation of Consolidated Current Assets) shall be calculated to give pro forma effect thereto in accordance with this Section 1.8.

(c) Whenever pro forma effect is to be given to a Specified Transaction, the pro forma calculations shall be made in good faith by a Responsible Officer of the Borrower Representative, shall be subject to any limitations and caps set forth in the definition of "Consolidated EBITDA" and may include, for the avoidance of doubt, the amount of "run-rate" cost savings, operating expense reductions, other operating improvements, cost savings, changes and initiatives and synergies resulting (including, to the extent applicable, from the effect of increased pricing or volume in new or existing customer contracts) from or relating to such initiative or such Specified Transaction projected by the Borrowers in good faith to be realizable as a result of actions taken or expected to be taken (calculated on a pro forma basis as though such cost savings, operating expense reductions, other operating improvements and synergies had been realized on the first day of such period as if such cost savings, operating expense reductions, other operating improvements and synergies were realized during the entirety of such period and such that "run-rate" means the full recurring benefit for a period that is associated with any action taken or expected to be taken (including any savings expected to result from the elimination of a public target's compliance costs with public company requirements) net of the amount of actual benefits realized during such period from such actions), and any such adjustments shall be included in the initial pro forma calculation of such financial ratios or tests relating to such initiative or such Specified Transaction (and in respect of any subsequent pro forma calculation in which such Specified Transaction is included); **provided** that (x) a duly completed certificate signed by a Responsible Officer of the Borrower Representative shall be delivered to the Administrative Agent together with the Compliance Certificate next required to be delivered pursuant to Section 5.1(c), certifying that such cost savings, operating expense reductions, other operating improvements and synergies are factually supportable and reasonably anticipated to be realizable in the good faith judgment of the Borrowers, within 24 months after the consummation of a Specified Transaction (with actions from such transactions occurring prior the Effective Date occurring within 24 months after the Effective Date), which is expected to result in such cost savings, expense reductions, other operating improvements or synergies and (y) no cost savings, operating expense reductions and synergies shall be added pursuant to this clause (c) to the extent duplicative of any expenses or charges otherwise added to Consolidated EBITDA (or any component thereof), whether through a pro forma adjustment or otherwise, for such period; **provided** further that the aggregate amount of such cost savings, operating expense reductions, other operating improvements and "run-rate" synergies shall not, in the aggregate, exceed, when combined with the items in clauses (b)(viii) and (b)(ix) of the definition of Consolidated EBITDA at any given time 30% of Consolidated EBITDA after giving effect to such adjustments.

(d) In the event that the Borrowers or any Restricted Subsidiary incurs (including by assumption or guarantees) or repays (including by redemption, repayment, retirement or extinguishment) any Indebtedness (including Disqualified Equity) included in the calculations of any financial ratio or test (in each case, other than Indebtedness incurred or repaid under any revolving credit facility), (i) during the applicable Reference Period or (ii) subject to Section 1.8(a), subsequent to the end of the applicable Reference Period and prior to or simultaneously with the event for which the calculation of any such ratio is made, then such financial ratio or test shall be calculated giving pro forma effect to such incurrence or repayment of Indebtedness, to the extent required, as if the same had occurred on the last day of the applicable Reference Period, in which case such incurrence, assumption, guarantee, repurchase, redemption, repayment, retirement, discharge, defeasance or extinguishment of Indebtedness will be given effect as if the same had occurred on the first day of the applicable Reference Period.

(e) Any provision requiring the pro forma compliance with Section 7.1 shall be made assuming that compliance with the Consolidated Net Leverage Ratio pursuant to such Section is required with respect to the most recent Reference Period prior to such time, and to the extent pro forma compliance is required hereunder prior to the first test date of the financial covenant under Section 7.1, then the requirement shall be pro forma compliance with the first financial covenant level to be tested following the Effective Date.

1.9 Compliance with Certain Sections. For purposes of determining compliance with any of Section 5.14 and Article VI, in the event that any Lien, Investment, Indebtedness (whether at the time of incurrence or upon application of all or a portion of the proceeds thereof), Disposition, Affiliate transaction, or prepayment of Indebtedness meets the criteria of one, or more than one, of the "baskets" or categories of transactions then permitted pursuant to any clause or subsection of any such section of Section 5.14 or Article VI, as applicable, such transaction (or portion thereof) at any time shall be permitted under one or more of such clauses of such Section at the time of such transaction or any later time from time to time, in each case, as determined by the Borrowers in its sole discretion at such time and thereafter may be reclassified within such section by the Borrowers in any manner not expressly prohibited by this Agreement. With respect to (x) any amounts incurred (or commitments obtained) or transactions entered into (or consummated or obtained) in reliance on a provision of this Agreement that does not require compliance with a financial ratio or test (including the Consolidated Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio and/or the Consolidated First Lien Net Leverage Ratio) substantially concurrently with (y) any amounts incurred (or commitments obtained) or transactions entered into (or consummated or obtained) in reliance on a provision of this Agreement that requires compliance with a financial ratio or test (including the Consolidated Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio and/or the Consolidated First Lien Net Leverage Ratio), it is understood and agreed that the amounts in clause (x) shall be disregarded in the calculation of the financial ratio or test applicable to the amounts in clause (y) (for purposes of determining compliance with a financial ratio or test (including the Consolidated Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio and/or the Consolidated First Lien Net Leverage Ratio), such amounts incurred (or commitments obtained) or transactions entered into (or consummated or obtained) pursuant to clause (y) shall only be tested once (at the time of such incurrence or transaction) and shall not be subject to satisfaction of any additional incurrence test).

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

1.11 Timing of Payment or Performance. Except as otherwise expressly provided herein, when the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of "Interest Period") or performance shall extend to the immediately succeeding Business Day.

1.12 Available Amount Transactions. If more than one action occurs on any given date the permissibility of the taking of which is determined hereunder by reference to the amount of the Available Amount immediately prior to the taking of such action, the permissibility of the taking of each such action shall be determined independently and in no event may any two or more such actions be treated as occurring simultaneously.

1.13 Letters of Credit. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated Dollar Amount of the undrawn face amount of such Letter of Credit in effect at such time; provided 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 Dollar Amount of 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.

1.14 Certifications. All certifications to be made hereunder by an officer or representative of an Obligor shall be made by such person in his or her capacity solely as an officer or a representative of such Obligor, on such Obligor's behalf and not in such Person's individual capacity.

1.15 Interest Rates; Benchmark Notifications. The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 2.13(c) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any benchmark rate, or any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

2. THE CREDITS

2.1 The Commitments.

(a) Revolving Credit Loans. Subject to the terms and conditions set forth herein, each Revolving Credit Lender agrees, severally and not jointly with any other Lender, to make Revolving Credit Loans to the Borrowers from time to time during the Revolving Credit Availability Period in an aggregate principal amount at any time outstanding that will not result in (i) such Lender's Revolving Credit Exposure exceeding such Lender's Revolving Credit Commitment or (ii) the sum of the total Revolving Credit Exposures exceeding the total Revolving Credit Commitments. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay, and reborrow Revolving Credit Loans (without penalty or premium).

(b) Initial Term Loans. Subject to the terms and conditions set forth herein, each Term Loan Lender holding an Initial Term Loan Commitment agrees, severally and not jointly with any other Lenders, to make the Initial Term Loans to the Borrowers on the Effective Date in an aggregate principal amount not exceeding its Initial Term Loan Commitment. Amounts repaid in respect of Initial Term Loans may not be reborrowed.

(c) Second Amendment Term Loans. Subject to the terms and conditions set forth herein and in the Second Amendment, each Second Amendment Term Loan Lender agrees, severally and not jointly with any other Lenders, to make the Second Amendment Term Loans to the Borrowers on the Second Amendment Effective Date in an aggregate principal amount not exceeding its Second Amendment Term Loan Commitment. Amounts repaid in respect of Second Amendment Term Loans may not be reborrowed.

(d) Third Amendment Term Loans. Subject to the terms and conditions set forth herein and in the Third Amendment, each Third Amendment Term Loan Lender agrees, severally and not jointly with any other Lenders, to make the Third Amendment Term Loans to the Borrowers on the Third Amendment Effective Date in an aggregate principal amount not exceeding its Third Amendment Term Loan Commitment. Amounts repaid in respect of Third Amendment Term Loans may not be reborrowed.

(e) Fourth Amendment Delayed Draw Term Loans. Subject to the terms and conditions set forth herein, each Fourth Amendment Delayed Draw Term Loan Lender agrees, severally and not jointly with any other Lenders, to make the Fourth Amendment Delayed Draw Term Loans to the Borrowers from time to time during the period commencing on the Fourth Amendment Effective Date through the Fourth Amendment DDTL Commitment Termination Date in an aggregate principal amount not exceeding such Fourth Amendment Delayed Draw Term Loan Lender's Fourth Amendment Delayed Draw Term Loan Commitment; **provided** that in no event shall more than six (6) Borrowings of Fourth Amendment Delayed Draw Term Loans be advanced to the Borrowers; **provided**, **further**, that each Borrowing of Fourth Amendment Delayed Draw Term Loans shall be in a principal amount of at least $1,000,000 and integral multiples of $100,000 in excess thereof (or such lesser principal amount as may be available to be borrowed under the Fourth Amendment Delayed Draw Term Loan Commitments). Each Fourth Amendment Delayed Draw Term Loan made to the Borrowers shall result in an immediate and permanent reduction in the Fourth Amendment Delayed Draw Term Loan Commitments in the principal amount of such Fourth Amendment Delayed Draw Term Loan so made, to be shared by the Fourth Amendment Delayed Draw Term Loan Lenders in accordance with their pro rata shares of the Fourth Amendment Delayed Draw Term Loan Commitment then in effect. Amounts paid or prepaid in respect of Fourth Amendment Delayed Draw Term Loans may not be reborrowed. The Fourth Amendment Delayed Draw Term Loan Commitment shall terminate in its entirety on the Fourth Amendment DDTL Commitment Termination Date.

2.2 Loans and Borrowings.

(a) Obligations of Lenders. Each Loan shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Class. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder.

(b) Type of Loans. Subject to Sections 2.7 and 2.13, each Borrowing shall be comprised entirely of Base Rate Loans or Term Benchmark Loans as the Borrowers may request in accordance herewith. Each Swingline Loan shall be a Base Rate Loan. Each Lender at its option may make any Term Benchmark Loan by causing any domestic or foreign branch of such Lender to make such Loan; **provided** that any exercise of such option shall not affect the obligation of the Borrowers to repay such Loan in accordance with the terms of this Agreement.

(c) Minimum Amounts; Limitation on Number of Borrowing. At the commencement of each Interest Period for any Term Benchmark Borrowing, such Borrowing shall be in an aggregate amount of $1,000,000 or a larger multiple of $100,000 in excess thereof. At the time that each Base Rate Borrowing (other than a Swingline Loan Borrowing or a Base Rate Borrowing on the Effective Date) is made, such Borrowing shall be in an aggregate amount equal to $1,000,000 or a larger multiple of $100,000 in excess thereof; **provided** that a Base Rate Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Commitments of the applicable Class or that is required to (i) finance the amount of the reimbursement of an LC Disbursement as contemplated by Section 2.5 or (ii) acquire participations in Swingline Loans pursuant to Section 2.4(c). Each Swingline Loan shall be in an amount equal to $100,000 or a larger multiple of $25,000 in excess thereof. Borrowings of more than one Type and Class may be outstanding at the same time; **provided** that there shall not at any time be more than a total of seven (7) Term Benchmark Borrowings outstanding *plus* up to three (3) additional Borrowings for each of any Incremental Term Loans, Extended Term Loans and Refinancing Term Loans.

(d) Limitations on Lengths of Interest Periods. Notwithstanding any other provision of this Agreement, the Borrowers shall not be entitled to request, or to elect to convert to or continue as, a Term Benchmark Borrowing (i) any Revolving Credit Loan Borrowing if the Interest Period requested with respect thereto would end after the Revolving Credit Maturity Date; or (ii) any Term Loan Borrowing if the Interest Period requested with respect thereto would end after the applicable Term Loan Maturity Date.

2.3 Requests for Borrowings. To request a Borrowing (other than a Swingline Loan), the Borrower Representative shall notify Administrative Agent of such request in writing, which request must be received by Administrative Agent not later than 1:00 p.m., New York City Time, three (3) Business Days (or, in the case of any borrowing of Fourth Amendment Delayed Draw Term Loans, five (5) Business Days) before the date of the proposed Borrowing. Each such Borrowing Request shall be irrevocable and shall be in the form of Exhibit 2.3 and signed by the Borrower Representative. Each Borrowing Request shall specify the following information:

(a) whether the requested Borrowing is to be a Revolving Credit Loan Borrowing, Term Loan Borrowing or Delayed Draw Term Loan Borrowing, if available;

(b) the aggregate amount of the requested Borrowing;

(c) the date of such Borrowing, which shall be a Business Day;

(d) whether such Borrowing is to be a Base Rate Borrowing or a Term Benchmark Borrowing;

(e) in the case of a Term Benchmark Borrowing, the initial Interest Period to be applicable thereto (including specifying the duration of such Interest Period and the last day of such Interest Period), which shall be a period contemplated by the definition of the term "Interest Period"; and

(f) the location and number of a Borrower's accounts or, in connection with the initial Borrowings on the Effective Date, Person to which funds are to be disbursed, which shall comply with the requirements of Section 2.6.

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be a Term Benchmark Borrowing with an Interest Rate Period of one (1) month. If no Interest Period is specified with respect to any requested Term Benchmark Borrowing, then the Borrowers shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, Administrative Agent shall advise each Lender that will make a Loan in connection with such Borrowing of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

2.4 Swingline Loans.

(a) Agreement to Make Swingline Loans. Subject to the terms and conditions set forth herein, Swingline Lender agrees to make Swingline Loans to the Borrowers from time to time during the Revolving Credit Availability Period, in an aggregate principal amount at any time outstanding that will not result in (i) the aggregate principal amount of outstanding Swingline Loans exceeding $5,000,000 or (ii) the sum of the total Revolving Credit Exposures exceeding the total Revolving Credit Commitments; **provided** that after giving effect to any Swingline Loan the Revolving Credit Exposure of any Lender shall not exceed such Lender's Revolving Credit Commitment, and **provided, further,** that Swingline Lender shall not be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay, and reborrow Swingline Loans.

(b) Notice of Swingline Loans by the Borrowers. To request a Swingline Loan, the Borrower Representative shall notify Swingline Lender of such request in writing, not later than 1:00 p.m., on the day of a proposed Swingline Loan. Each such notice shall be irrevocable and shall specify the requested date (which shall be a Business Day) and amount of the requested Swingline Loan. Unless the limitations set forth in the first sentence of Section 2.4(a) or one or more applicable conditions set forth in Section 4 are not satisfied, Swingline Lender shall make each Swingline Loan available to a Borrower to an account of the applicable Borrower specified in the request (or, in the case of a Swingline Loan made to finance the reimbursement of an LC Disbursement as provided in Section 2.5(f), by remittance to the Issuing Lender) by 3:00 p.m. on the requested date of such Swingline Loan. To the extent that Swingline Lender is not Administrative Agent, Swingline Lender shall provide to the Administrative Agent on each date the Borrower Representative has made a borrowing or paydown request, notice thereof accounting for the outstanding Swingline Loans in form reasonably satisfactory to the Administrative Agent.

(c) Participations by Lenders in Swingline Loans. Immediately upon the making of a Swingline Loan by the Swingline Lender, and without any further action on the part of the Swingline Lender or the Lenders, the Swingline Lender hereby grants to each Revolving Credit Lender, and each Revolving Credit Lender hereby acquires from the Swingline Lender, a participation in such Swingline Loan equal to such Revolving Credit Lender's Pro Rata Share of such Swingline Loan. The Swingline Lender may, by written notice given to the Administrative Agent not later than 2:00 p.m., New York City time, on any Business Day require the Revolving Credit Lenders to fund such participations in all or a portion of the Swingline Loans outstanding. Such notice to the Administrative Agent shall specify the aggregate amount of Swingline Loans in which the Revolving Credit Lenders will fund such participation. Promptly upon receipt of such notice, Administrative Agent will give notice thereof to each Revolving Credit Lender, specifying in such notice each Revolving Credit Lender's Pro Rata Share of such Swingline Loan or Loans. Each Revolving Credit Lender hereby absolutely, unconditionally and irrevocably agrees, within one Business Day after receipt of notice as provided in this Section 2.4(c), to pay to the Administrative Agent, for the account of Swingline Lender, such Lender's Pro Rata Share of such Swingline Loan or Loans. Each Revolving Credit Lender acknowledges and agrees that its obligation to acquire and fund participations in Swingline Loans pursuant to this Section 2.4(c) is absolute, unconditional and irrevocable and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Revolving Credit Commitments, and that each such payment shall be made without any offset, counterclaim, defense, abatement, withholding or reduction whatsoever. Each Revolving Credit Lender shall comply with its obligation under this Section 2.4(c) by wire transfer of immediately available funds, in the same manner as provided in Section 2.6 with respect to Loans made by such Lender (and Section 2.6 shall apply, **mutatis mutandis**, to the payment obligations of the Revolving Credit Lenders), and the Administrative Agent shall promptly pay to Swingline Lender the amounts so received by it from the Revolving Credit Lenders. Administrative Agent shall notify the Borrower Representative of any participation in any Swingline Loan acquired pursuant to this Section 2.4(c), and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to Swingline Lender. Any amounts received by Swingline Lender from the Borrowers (or other party on behalf of the Borrowers) in respect of a Swingline Loan after receipt by Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent. Any such amounts received by Administrative Agent shall be promptly remitted by Administrative Agent to the Revolving Credit Lenders that shall have made their payments pursuant to this Section 2.4(c) and to Swingline Lender, as their interests may appear. The purchase of participations in a Swingline Loan pursuant to this Section 2.4(c) shall not relieve the Borrowers of any default in the payment thereof.

(d) Payments Directly to Swingline Lender. Except as otherwise provided in Section 2.4(c), the Borrowers shall make all payments of principal and interest in respect of the Swingline Loans directly to Swingline Lender.

(e) If the maturity date shall have occurred in respect of any tranche of Revolving Credit Commitments (the "***Expiring Credit Commitment***") at a time when another tranche or tranches of Revolving Credit Commitments is or are in effect with a longer maturity date (each, a "***non-Expiring Credit Commitment***" and collectively, the "***non-Expiring Credit Commitments***"), then with respect to each outstanding Swing Line Loan, if consented to by the applicable Swing Line Lender and the Administrative Agent, on the earliest occurring maturity date such Swing Line Loan shall be deemed reallocated to the tranche or tranches of the non-Expiring Credit Commitments on a pro rata basis; provided that (i) to the extent that the amount of such reallocation would cause the aggregate credit exposure to exceed the aggregate amount of such non-Expiring Credit Commitments, immediately prior to such reallocation the amount of Swing Line Loans to be reallocated equal to such excess shall be repaid or Cash Collateralized and (ii) notwithstanding the foregoing, if an Event of Default has occurred and is continuing, the Borrower shall still be obligated to pay Swing Line Loans allocated to the Revolving Credit Lenders holding the Expiring Credit Commitments at the maturity date of the Expiring Credit Commitment or if the Loans have been accelerated prior to the maturity date of the Expiring Credit Commitment. Commencing with the maturity date of any tranche of Revolving Credit Commitments, the sublimit for Swing Line Loans shall be agreed solely with the applicable Swing Line Lender.

2.5 Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, in addition to the Loans provided for in Sections 2.1 and 2.4, the Borrowers may request Issuing Lender to issue, at any time and from time to time during the Revolving Credit Availability Period, Letters of Credit for its own account or for the account of one or more of their Restricted Subsidiaries, and to amend, renew or extend Letters of Credit previously issued by it, in each case, in such form as is reasonably acceptable to the Issuing Lender; **provided** Issuing Lender shall not be required to issue any Letters of Credit on account of any Restricted Subsidiary of the Borrowers unless Issuing Lender has received the information required by Section 10.13 hereof with respect to such Restricted Subsidiary. Letters of Credit issued, amended, renewed, or extended hereunder shall constitute utilization of the Revolving Credit Commitments.

(b) Notice of Issuance, Amendment, Renewal, or Extension. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrower Representative shall at least three Business Days (or such lesser period of time as may be acceptable to the Issuing Lender) prior to the issuance, amendment, renewal or extension hand deliver or telecopy (or transmit by electronic communication, if arrangements for doing so have been approved by Issuing Lender) to the Issuing Lender and the Administrative Agent a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire, the amount of such Letter of Credit, the name and address of the beneficiary thereof, the account party, if other than a Borrower, and such other information as shall be reasonably necessary to prepare, amend, renew or extend such Letter of Credit. If requested by Issuing Lender, the Borrower Representative also shall submit a letter of credit application on Issuing Lender's standard form in connection with any request for a Letter of Credit and such other Letter of Credit Documents as Issuing Lender may reasonably require. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any Letter of Credit Document submitted by the Borrowers to, or entered into by the Borrowers with, Issuing Lender relating to any Letter of Credit (other than the Letter of Credit), the terms and conditions of this Agreement shall control. Except as set forth in the immediately preceding sentence, this Section 2.5(b) shall not apply to the automatic extension of any Letter of Credit pursuant to Section 2.5(o).

(c) Limitations on Amounts. Subject to the terms and conditions set forth herein, Issuing Lender agrees to issue, amend, renew, or extend any Letter of Credit at any time and from time to time during the Revolving Credit Availability Period if (and upon issuance, amendment, renewal, or extension of each Letter of Credit, the Borrowers shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal, or extension (i) the aggregate LC Exposures of Issuing Lender (determined for these purposes without giving effect to the participations therein of the Revolving Credit Lenders pursuant to Section 2.5) shall not exceed $3,000,000, (ii) the sum of the total Revolving Credit Exposures shall not exceed the total Revolving Credit Commitments, and (iii) the Revolving Credit Exposure of any Lender shall not exceed such Lender's Revolving Credit Commitment.

(d) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date 12 months after the date of the issuance of such Letter of Credit or such later date as agreed by the Borrowers and the applicable Issuing Lender (or, in the case of any renewal or extension thereof, 12 months after the then-current expiration date of such Letter of Credit or such later date as agreed by the Borrowers and the applicable Issuing Lender), and (ii) the date that is five Business Days prior to the Revolving Credit Maturity Date; **provided**, the Borrowers may request issuance or renewal of a Letter of Credit with an expiry date after the Revolving Credit Maturity Date if, at the time of such issuance or renewal, the Borrowers deposit into the Collateral Account an amount in immediately available funds equal to 103% of the face amount of such Letter of Credit. No Letter of Credit expiry shall be deemed to have occurred after such earlier date due to the effectiveness of the ISP.

(e) Participations. ~~(i)~~ (i) By the issuance of a Letter of Credit on or after the Effective Date (or an amendment to a Letter of Credit increasing the amount thereof) by Issuing Lender, and without any further action on the part of Issuing Lender or the Revolving Credit Lenders, Issuing Lender hereby grants to each Revolving Credit Lender, and each Revolving Credit Lender hereby acquires from Issuing Lender, a participation in such Letter of Credit equal to such Revolving Credit Lender's Pro Rata Share of the aggregate amount available to be drawn under such Letter of Credit. Additionally, without any further action on the part of Issuing Lender or the Revolving Credit Lenders, Issuing Lender hereby grants to each Revolving Credit Lender. Each Revolving Credit Lender acknowledges and agrees that its obligation to acquire participations pursuant to this Section 2.5(e) in respect of Letters of Credit is absolute, unconditional and irrevocable and shall not be affected by any circumstance whatsoever, including any amendment, renewal, reinstatement or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Revolving Credit Commitments, and that each such payment or reimbursement shall be made without any offset, counterclaim, defense, abatement, withholding, or reduction whatsoever.

(ii) ~~(ii)~~ In consideration and in furtherance of the foregoing, each Revolving Credit Lender hereby absolutely, unconditionally and irrevocably agrees to pay to the Administrative Agent, for the account of Issuing Lender, such Revolving Credit Lender's Pro Rata Share of each LC Disbursement (other than an LC Disbursement made after the Revolving Credit Maturity Date as a result of the issuance a Letter of Credit with an expiry date after the Revolving Credit Maturity Date that has been Cash Collateralized pursuant to the proviso of Section 2.5(d)) made by Issuing Lender promptly upon the request of such Issuing Lender (made through Administrative Agent) at any time from the time of such LC Disbursement until such LC Disbursement is reimbursed by the Borrowers or at any time after any reimbursement payment is required to be refunded to the Borrowers for any reason, including after termination of the Revolving Credit Commitments. Each such payment shall be made in the same manner as provided in Section 2.6 with respect to Loans made by such Revolving Credit Lender (and Section 2.6 shall apply, **mutatis mutandis**, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Issuing Lender the amounts so received by it from the Revolving Credit Lenders. Promptly following receipt by Administrative Agent of any payment from the Borrowers pursuant to Section 2.5(f), Administrative Agent shall distribute such payment to the Issuing Lender or, to the extent that the Revolving Credit Lenders have made payments pursuant to this Section 2.5(e) to reimburse Issuing Lender, then to such Lenders and such Issuing Lender as their interests may appear. Any payment made by a Revolving Credit Lender pursuant to this Section 2.5(e) to reimburse Issuing Lender for any LC Disbursement shall not constitute a Loan and shall not relieve the Borrowers of their obligation to reimburse such LC Disbursement.

(f) Reimbursement. (i) If Issuing Lender shall make any LC Disbursement in respect of a Letter of Credit, the Borrowers shall reimburse Issuing Lender in respect of such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 2:00 p.m., New York City time, on the Business Day immediately following the day that the Borrower Representative receives written notice, **provided** that the Borrower Representative may, without being subject to the conditions to borrowing set forth herein, request in accordance with Section 2.1 or 2.4 that such payment be financed with a Base Rate Revolving Credit Loan Borrowing or Swingline Loan in an equivalent amount and, to the extent so financed, the Borrowers' obligation to make such payment shall be discharged and replaced by the resulting Base Rate Revolving Credit Loan Borrowing or Swingline Loan.

(i) ~~(ii)~~ If the Borrowers fail to make such payment when due, Administrative Agent shall notify each Revolving Credit Lender of the applicable LC Disbursement, the payment then due from the Borrowers in respect thereof and such Lender's Pro Rata Share thereof, and upon the request of Issuing Lender as provided in Section 2.5(e), each Revolving Credit Lender shall pay to the Administrative Agent, for the account of Issuing Lender, such Lender's Pro Rata Share thereof in accordance with Section 2.5(e).

(g) Obligations Absolute. The Borrowers' obligation to reimburse LC Disbursements as provided in this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit, any other Letter of Credit Document or any Loan Document, or any term or provision therein, (ii) any draft or other document presented under a 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, (iii) payment by Issuing Lender under a Letter of Credit against presentation of a draft or other document that does not comply strictly with the terms of such Letter of Credit, or any payment by Issuing Lender under any 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, (iv) the existence of any claim, counterclaim, setoff, defense or other right that the Borrowers 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), Issuing Lender 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, (v) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of or defense to the Borrowers' obligations hereunder, (vi) any amendment or waiver of or consent to any departure from any or all of the Loan Documents, (vii) any improper use which may be made of any Letter of Credit or any improper acts or omissions of any beneficiary or transferee of any Letter of Credit in connection therewith, (viii) the existence of any claim, set-off, defense or any right which the Borrowers may have at any time against any beneficiary or any transferee of any Letter of Credit (or Persons for whom any such beneficiary or any such transferee may be acting), any Lender or any other Person, whether in connection with any Letter of Credit, any transaction contemplated by any Letter of Credit, this Agreement, or any other Loan Document, or any unrelated transaction, (ix) the insolvency of any Person issuing any documents in connection with any Letter of Credit, (x) any breach of any agreement between the Borrowers and any beneficiary or transferee of any Letter of Credit, (xi) any irregularity in the transaction with respect to which any Letter of Credit is issued, including any fraud by the beneficiary or any transferee of such Letter of Credit, (xii) any errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, wireless or otherwise, whether or not they are in code, (xiii) any act, error, neglect or default, omission, insolvency or failure of business of any of the correspondents of Issuing Lender, and (xiv) any other circumstances arising from causes beyond the control of Issuing Lender (other than payment or performance). Nothing in this Agreement shall impact the rights of any Obligor to bring action against the beneficiary of any Letter of Credit.

(h) Exculpation. Neither Administrative Agent, the Lenders, and Issuing Lender, any of their respective Related Parties nor any correspondent bank of Issuing Lender, shall have any liability or responsibility by reason of or in connection with the issuance (or the amendment, renewal or extension) or transfer of any Letter of Credit by Issuing Lender or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in Section 2.5(g)), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of Issuing Lender; **provided** that the foregoing shall not be construed to excuse Issuing Lender from liability to the Borrowers to the extent of any direct damages (as opposed to indirect, punitive, exemplary or consequential or exemplary damages, claims in respect of which are hereby waived by the Borrowers to the extent permitted by applicable law) suffered by the Borrowers that are caused by Issuing Lender's gross negligence, bad faith or willful misconduct or a material breach of this Agreement by such Issuing Lender (in each case, as finally determined by a court of competent jurisdiction) when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. In furtherance and not in limitation of the foregoing, the parties hereto expressly agree that:

(i) Issuing Lender may accept documents that appear on their face to be in substantial compliance with the terms of a Letter of Credit without responsibility for further investigation, regardless of any notice or information to the contrary, and may make payment upon presentation of documents that appear on their face to be in substantial compliance with the terms of such Letter of Credit;

(ii) Issuing Lender shall have the right, in its sole discretion, to decline to accept such documents and to decline to make payment upon presentation of such documents if such documents are not in strict compliance with the terms of the related Letter of Credit;

(iii) Issuing Lender may replace a purportedly lost, stolen, or destroyed original Letter of Credit or missing amendment thereto with a replacement marked as such or waive a requirement of its presentation; and

(iv) clauses (i) and (ii) of Section 2.5(h) establish the standard of care to be exercised by Issuing Lender when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof (and the parties hereto hereby waive, to the extent permitted by applicable law, any standard of care inconsistent with the foregoing).

(i) Disbursement Procedures. The Issuing Lender for any Letter of Credit shall, within a reasonable time following its receipt thereof, examine all documents purporting to represent a demand for payment under such Letter of Credit. The Issuing Lender shall promptly after such examination notify Administrative Agent and the Borrower Representative by telephone (confirmed by telecopy) of such demand for payment and whether Issuing Lender has made or will make an LC Disbursement thereunder; **provided** that any failure to give or delay in giving such notice shall not relieve the Borrowers of their obligation to reimburse Issuing Lender and the Revolving Credit Lenders with respect to any such LC Disbursement.

(j) Interim Interest. If Issuing Lender for any Letter of Credit shall make any LC Disbursement, then, unless the Borrowers shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrowers reimburse such LC Disbursement, at the rate per annum then applicable to Base Rate Revolving Credit Loans; **provided** that, if the Borrowers fail to reimburse such LC Disbursement when due pursuant to Section 2.5(f), then Section 2.12(c) shall apply. Interest accrued pursuant to this Section 2.5(j) shall be for the account of Issuing Lender, except that interest accrued on and after the date of payment by any Revolving Credit Lender pursuant to Section 2.5(e) to reimburse Issuing Lender shall be for the account of such Lender to the extent of such payment.

(k) Replacement of Issuing Lender; Replacement Issuing Lender. The Issuing Lender may be replaced upon providing 30 days written notice, at its sole option, by written agreement between the Borrower Representative, Administrative Agent, the replaced Issuing Lender and the successor Issuing Lender. The Borrowers may replace the Issuing Lender for any reason upon 3 days prior written notice to the Administrative Agent and the Issuing Lender and may add an additional Issuing Lender from time to time. Administrative Agent shall notify the Lenders of any such replacement of Issuing Lender or if the Borrowers shall decide to add a new Issuing Lender. At the time any such replacement shall become effective, the Borrowers shall pay all unpaid fees accrued for the account of the replaced Issuing Lender. From and after the effective date of any such replacement or addition, (i) the successor Issuing Lender shall have all the rights and obligations of the replaced Issuing Lender under this Agreement and the other Loan Documents with respect to Letters of Credit to be issued by it thereafter and (ii) references herein to the term "***Issuing Lender***" shall be deemed to include such successor or the previous Issuing Lender (if applicable), or such successor and the previous Issuing Lender (if applicable), as the context shall require. After the replacement of Issuing Lender hereunder, the replaced Issuing Lender shall remain a party hereto and shall continue to have all the rights and obligations of Issuing Lender under this Agreement and the other Loan Documents with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(l) Cash Collateralization. If (i) an Event of Default shall occur and be continuing and the Borrower Representative receives written notice from Administrative Agent or the Required Lenders demanding the deposit of cash collateral pursuant to this Section 2.5(l), or (ii) the Borrowers shall be required to provide cash collateral for LC Exposure pursuant to Section 2.10(b)(iii) or pursuant to Section 8.1, the Borrowers shall immediately deposit into the Collateral Account an amount in cash equal to, in the case of an Event of Default, the LC Exposure as of such date *plus* any accrued and unpaid interest thereon and, in the case of cash collateral pursuant to Section 2.10(b)(iii) the amount to be deposited shall be the amount required under Section 2.10(b)(iii); **provided** that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrowers described in clause (h) or (i) of Section 8.1; **provided further**, that any such cash collateral deposited as the result of an Event of Default occurring and continuing shall be returned to the Borrowers once the applicable Event of Default is no longer continuing so long as it has not been applied to the Obligations as permitted hereunder. Such deposit shall be held by Administrative Agent in such Collateral Account for the benefit of the Secured Parties as collateral in the first instance for the LC Exposure under this Agreement and thereafter for the payment of the Obligations. The Borrowers hereby grant a security interest to the Administrative Agent for the benefit of the Secured Parties in such Collateral Account and in any cash, balances, financial assets (as defined in the UCC) or other property held therein and all proceeds thereof.

(m) Applicability of ISP and UCP. Unless otherwise expressly agreed by Issuing Lender and the Borrowers when a Letter of Credit is issued and subject to applicable laws, the Letters of Credit shall be governed by and subject to ISP or the rules of the Uniform Customs and Practice for Documentary Credits, as published in its most recent version by the International Chamber of Commerce on the date any Letter of Credit is issued.

(n) Issuing Lender. Issuing Lender shall act on behalf of the Revolving Credit Lenders with respect to any Letters of Credit issued by it and the documents associated therewith. Issuing Lender shall not be obligated to issue Letters of Credit to any beneficiary subject to Sanctions, and Issuing Lender shall have all of the benefits and immunities (i) provided to the Administrative Agent in Section 9 with respect to any acts taken or omissions suffered by Issuing Lender in connection with Letters of Credit issued by it and Letter of Credit Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Section 9 included Issuing Lender with respect to such acts or omissions, and (ii) as additionally provided herein with respect to the Issuing Lender.

(o) Automatic Extension. The Borrowers may request and Issuing Lender shall issue Letters of Credit that may automatically be extended for one or more successive periods not to exceed one year each; **provided** that Issuing Lender has the option to elect not to extend for any such additional period; and **provided**, **further** that, (i) that Issuing Lender shall not elect at any time after the Revolving Credit Maturity Date to extend such Letter of Credit, and (ii) Issuing Lender shall not elect to extend such Letter of Credit if it has knowledge that an Event of Default has occurred and is continuing at the time Issuing Lender must elect whether or not to allow such extension or, subject to Section 2.5(d), if such extension would be terminated on or after the date 5 days prior to the Revolving Credit Maturity Date.

(p) Issuing Lenders other than Administrative Agent. Any Issuing Lender (other than an Issuing Lender that is also Administrative Agent or one of its Affiliates) selected by the Borrowers to issue a Letter of Credit hereunder, shall (i) notify Administrative Agent in writing no later than the Business Day immediately following the Business Day on which the issuance, termination, expiration, reduction, amendment, modification or replacement of any Letter of Credit issued by such Issuing Lender occurs; **provided** that any notice by an Issuing Lender of the issuance, termination, expiration, reduction, amendment, modification or replacement of a Letter of Credit pursuant to this Section received by Administrative Agent on a day that is not a Business Day, or after 11:00 a.m. (New York City time) on a Business Day, shall be deemed to have been given at the opening of business on the next Business Day, and (ii) deliver to the Administrative Agent, once each week (on such day of the week as Administrative Agent and Issuing Lender shall agree) or during the existence of an Event of Default, as frequently as requested by Administrative Agent, a written report for the prior week of the daily aggregate undrawn amounts of all outstanding Letters of Credit issued by such Issuing Lender.

(q) Illegality under Letters of Credit. If, at any time, it becomes unlawful after the Effective Date for any Issuing Lender to comply with any of its obligations under any Letter of Credit (including, but not limited to, as a result of any sanctions imposed by the United Nations, the United States or any other relevant sanctions authority), the obligations of such Issuing Lender with respect to such Letter of Credit shall be suspended (and all corresponding rights shall cease to accrue) until such time as it may again become lawful for such Issuing Lender to comply its obligations under such Letter of Credit, and such Issuing Lender shall not be liable for any losses that the Obligors may incur as a result.

(r) Letters of Credit Issued for Account of 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 Borrowers shall be obligated to reimburse the Issuing Lender hereunder for any and all drawings under such Letter of Credit. The Borrowers hereby acknowledge that the issuance of Letters of Credit for the account of Subsidiaries inures to the benefit of the Borrowers, and that the Borrowers' business derives substantial benefits from the businesses of such Subsidiaries.

(s) If the expiration of any Letter of Credit in respect of any tranche of Revolving Credit Commitments occurs prior to the expiry date of any Letter of Credit, then (i) if one or more other tranches of Revolving Credit Commitments in respect of which the Letter of Credit Expiration Date shall not have so occurred are then in effect, such Letters of Credit shall, to the extent such Letters of Credit could have been issued under such other tranches and with the prior consent of each applicable Issuing Lender and the Administrative Agent, automatically be deemed to have been issued (including for purposes of the obligations of the Revolving Credit Lenders to purchase participations therein and to make Revolving Credit Loans and payments in respect thereof pursuant to Section 2.05(e) and (f)) under (and ratably participated in by Lenders pursuant to) the Revolving Credit Commitments in respect of such non-terminating tranches up to an aggregate amount not to exceed the aggregate principal amount of the unutilized Revolving Credit Commitments thereunder at such time (it being understood that no partial face amount of any Letter of Credit may be so reallocated) and (ii) to the extent not reallocated pursuant to the immediately preceding clause (i), the Borrower shall Cash Collateralize any such Letter of Credit in accordance with Section 2.5(l). Commencing with the maturity date of any tranche of Revolving Credit Commitments, the sublimit for Letters of Credit shall be agreed solely with the Issuing Lender.

(t) Conflict with Letter of Credit Application. Notwithstanding anything else to the contrary in this Agreement or any letter of credit application or any other Letter of Credit Document, in the event of any conflict between the terms hereof and the terms of any letter of credit application or any Letter of Credit Document, (i) the terms hereof shall control and (ii) any grant of a security interest or Lien in any letter of credit application or any other Letter of Credit Document shall be null and void.

2.6 Funding of Borrowings.

(a) Funding by Lenders. Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 1:00 p.m., New York City time, to the account of Administrative Agent most recently designated by it for such purpose by notice to the Lenders; **provided** that Swingline Loans shall be made as provided in Section 2.4. Administrative Agent will make such Loans available to any Borrower by promptly crediting the amounts so received, in like funds, to an account designated by such Borrower in the applicable Borrowing Request; **provided** that Base Rate Revolving Credit Loan Borrowings made to finance the reimbursement of an LC Disbursement as provided in Section 2.5(f) shall be remitted by Administrative Agent to the Issuing Lender.

(b) Presumption by Administrative Agent. Unless Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.6(a) and may, in reliance upon such assumption but without any obligation to do so, make available to such 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 on the one hand and the Borrowers on the other severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrowers to but excluding the date of payment to the Administrative Agent, at (i) in the case of a payment to be made by such Lender, for the first three Business Days the greater of the Federal Funds Effective Rate and a rate determined by Administrative Agent in accordance with banking industry rules on interbank compensation and thereafter at the Base Rate and (ii) in the case of a payment to be made by the Borrowers, the interest rate applicable to Base Rate Loans. If the Borrowers and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, Administrative Agent shall promptly remit to the Borrowers the amount of such interest paid by the Borrowers 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 Borrowers shall be without prejudice to any claim the Borrowers may have against a Lender that shall have failed to make such payment to the Administrative Agent. A notice of Administrative Agent to any Lender or the Borrowers with respect to any amount owing under this Section 2.6(b) shall be conclusive, absent manifest error.

(c) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Loans, to fund participations in Letters of Credit and Swingline Loans and to make payments pursuant to Section 10.3(d) 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 10.3(d) 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 10.3(d).

2.7 Interest Elections.

(a) Elections by the Borrowers for Borrowings. Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Term Benchmark Borrowing, shall have an initial Interest Period specified in such Borrowing Request. Thereafter, subject to the requirements of Section 2.13, a Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Term Benchmark Borrowing, may elect Interest Periods therefor, all as provided in this Section. A Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to Swingline Loan Borrowings, which may not be converted or continued.

(b) Notice of Elections. To make an election pursuant to this Section, the Borrower Representative shall notify Administrative Agent of such election by telephone or by emailing an Interest Election Request to the Administrative Agent, in either case by the time that a Borrowing Request would be required under Section 2.3 if such Borrower was requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each Interest Election Request (whether by telephone or email) shall be irrevocable and any telephonic request shall be confirmed promptly by hand delivery, email or telecopy to the Administrative Agent of a written Interest Election Request in the form of Exhibit 2.7 and signed by the Borrower Representative.

(c) Information in Interest Election Requests. Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.2:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) of this Section 2.7(c) shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be a Base Rate Borrowing or a Term Benchmark Borrowing; and

(iv) if the resulting Borrowing is a Term Benchmark Borrowing, the Interest Period to be applicable thereto (by specifying the duration of such Interest Period and the last day of such Interest Period) after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Term Benchmark Borrowing but does not specify an Interest Period, then the Borrowers shall be deemed to have selected an Interest Period of one month's duration.

(d) Notice by Administrative Agent to Lenders. Promptly following receipt of an Interest Election Request, Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) Failure to Elect; Default. If such Borrower Representative fails to deliver a timely and properly completed Interest Election Request with respect to a Term Benchmark Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to a Base Rate Borrowing. Notwithstanding any contrary provision hereof, if a Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower Representative, then, so long as a Default is continuing, (i) no outstanding Borrowing may be converted to or continued as a Term Benchmark Borrowing and (ii) unless repaid, each Term Benchmark Borrowing shall be converted to a Base Rate Borrowing at the end of the Interest Period applicable thereto.

(f) Initial Interest Elections. Anything in Section 2.2 or this Section 2.7 to the contrary notwithstanding, a Borrower may not select a Term Benchmark Borrowing as a Borrowing on the Effective Date unless Administrative Agent receives the applicable Borrowing Request not later than 1:00 p.m., one Business Day prior to the Effective Date, together with an indemnity agreement from the Borrowers agreeing to pay losses as described in Section 2.15, in form and substance reasonably acceptable to the Administrative Agent.

2.8 Termination and Reduction of the Commitments.

(a) Scheduled Termination. Unless previously terminated in accordance with the terms hereof, (i) the Initial Term Loan Commitments shall terminate upon the making of the Initial Term Loans on the Effective Date, (ii) the Revolving Credit Commitments shall terminate on the Revolving Credit Maturity Date, (iii) the Second Amendment Term Loan Commitments shall terminate upon the making of the Second Amendment Term Loans on the Second Amendment Effective Date, (iv) the Third Amendment Term Loans Commitments shall terminate upon the making of the Third Amendment Term Loans on the Third Amendment Effective Date and (v) the Fourth Amendment Delayed Draw Term Loan Commitments shall terminate on the Fourth Amendment DDTL Commitment Termination Date.

(b) Voluntary Termination or Reduction. The Borrowers may at any time terminate, or from time to time reduce, (i) the Revolving Credit Commitments; **provided** that (x) each partial reduction of the Revolving Credit Commitments pursuant to this Section shall be in an amount that is $1,000,000 or a larger multiple of $1,000,000 in excess thereof and (y) the Borrowers shall not terminate or reduce the Revolving Credit Commitments if, after giving effect to any concurrent prepayment of the Revolving Credit Loans in accordance with Section 2.10, the aggregate Revolving Credit Exposures would exceed the total Revolving Credit Commitments and (ii) the DDTL Commitments; **provided** that each partial reduction of the DDTL Commitments pursuant to this Section shall be in an amount that is $1,000,000 or a larger multiple of $1,000,000 in excess thereof.

(c) Notice of Voluntary Termination or Reduction. The Borrower Representative shall notify Administrative Agent of any election to terminate or reduce any Commitments under Section 2.8(b) by no later than 1:00 p.m., New York City time, at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower Representative pursuant to this Section shall be irrevocable; **provided** that a notice of termination of the Revolving Credit Commitments delivered by the Borrower Representative may state that such notice is conditioned upon the effectiveness of other credit facilities or occurrence of other transactions or events, in which case such notice may be revoked by the Borrower Representative (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied.

(d) Effect of Termination or Reduction.

(i) Any termination or reduction of the Revolving Credit Commitments shall be permanent. Each reduction of the Revolving Credit Commitments shall be made ratably among the Lenders in accordance with their respective Revolving Credit Commitments (other than any reduction made pursuant to Section 2.18(b)). All commitment fees accrued on the portion of the Revolving Credit Commitments terminated until the effective date of such termination of the Revolving Credit Commitments shall be paid on the effective date of such termination.

(ii) Any termination or reduction of the DDTL Commitments shall be permanent. Each reduction of the DDTL Commitments shall be made ratably among the Lenders in accordance with their respective DDTL Commitments (other than any reduction made pursuant to Section 2.18(b)). All commitment fees accrued on the portion of the DDTL Commitments terminated until the effective date of such termination of such DDTL Commitments shall be paid on the effective date of such termination.

2.9 Repayment of Loans; Evidence of Debt.

(a) Repayment. Each Borrower, jointly and severally, hereby unconditionally promises to pay the Loans as follows:

(i) to the Administrative Agent for the ratable account of the Revolving Credit Lenders the aggregate outstanding principal amount of the Revolving Credit Loans on the Revolving Credit Maturity Date or any earlier date of termination of this Agreement or acceleration of the Loans due hereunder in accordance with the terms hereof;

(ii) to the Administrative Agent for the ratable account of the applicable Term Loan Lenders, (x) the principal of the Incremental Term Loans of each Tranche on such dates and in such amounts as may be set forth in the Notice of Incremental Term Loan Borrowing for such Tranche, to be applied to the unpaid principal amount of the Incremental Term Loans for such Tranche for which such payment relates, (y) on each Principal Payment Date, (A) the principal of the Initial Term Loans, the Second Amendment Term Loans and the Third Amendment Term Loans, as applicable, outstanding in an amount equal to the Quarterly Percentage Amount for each such Class, to be applied to the unpaid principal amount of the Initial Term Loans, the Second Amendment Term Loans and the Third Amendment Term Loans on a pro rata basis, (B) the principal of any Fourth Amendment Delayed Draw Term Loans outstanding in an amount equal to the Quarterly Percentage Amount of the initial principal balance of such Fourth Amendment Delayed Draw Term Loans when originally incurred, to be applied to the unpaid principal amount of such Delayed Draw Term Loans on a pro rata basis and (z) on the applicable Term Loan Maturity Date or any earlier date of termination of this Agreement or acceleration of the Loans due hereunder in accordance with the terms hereof, the remaining unpaid principal amount of the Initial Term Loans, the Second Amendment Term Loans, the Third Amendment Term Loans, the Fourth Amendment Delayed Draw Term Loans and/or such other Tranche of Incremental Term Loans, as applicable; **provided** that the scheduled installments of principal of the Term Loans of any Class set forth above shall be reduced in connection with any voluntary or mandatory prepayments of the Term Loans of such Class in accordance herewith;

(iii) to Swingline Lender the then unpaid principal amount of each Swingline Loan on the earlier of the Revolving Credit Maturity Date (or any earlier date of termination of this Agreement or acceleration of the Loans due hereunder in accordance with the terms hereof) and the date that is five (5) Business Days after such Swingline Loan is made; **provided** that on each date that a Revolving Credit Loan Borrowing is made, the Borrowers shall repay all Swingline Loans then outstanding.

(b) Manner of Payment. Each repayment or prepayment of Borrowings of any Class shall be applied to repay any outstanding Base Rate Loan Borrowings of such Class before any other Borrowings of such Class.

(c) Maintenance of Loan Accounts by Lenders and the Administrative Agent. Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrowers to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder. Administrative Agent shall maintain on the Register (i) the amount of each Loan made hereunder, the Class and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrowers to each Lender hereunder, and (iii) the amount of any sum received by Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) Effect of Entries. The entries made in the accounts maintained pursuant to Section 2.9(c) shall be conclusive evidence of the existence and amounts of the obligations recorded therein; **provided** that the failure of any Lender or Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans in accordance with the terms of this Agreement. In the event of any conflict between the accounts maintained by any Lender and the accounts of Administrative Agent in respect of such matters, the accounts of Administrative Agent shall control in the absence of manifest error.

(e) Participations in Letters of Credit and Swingline Loans. In addition to the accounts maintained pursuant to Section 2.9(c), each Lender and the Administrative Agent shall maintain in accordance with its usual practice account or accounts 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 maintained by Administrative Agent and the accounts of any Lender in respect of such matters, the accounts and records of Administrative Agent shall control in the absence of manifest error.

2.10 Prepayment of Loans.

(a) Optional Prepayments. The Borrowers shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to the requirements of this Section (including Section 2.10(d)(vi)) and Section 2.15; **provided** that each voluntary prepayment of the Term Loans shall be in an amount that is at least $500,000 or a larger multiple of $100,000 in excess thereof or, if less, the entire principal amount thereof then outstanding (other than any voluntary prepayments made in connection with the Fifth Amendment Transactions). Any prepayment of the Term Loans pursuant to this Section 2.10(a) shall be applied to the remaining scheduled amortization payments thereof as set forth in Section 2.10(c).

(b) Mandatory Prepayments. The Borrowers will prepay the Loans (and/or provide cash collateral for LC Exposure, as applicable), as follows:

(i) Sale of Assets or Events of Loss. If on any date a Company shall receive Net Cash Proceeds from (x) any Disposition (excluding any Ordinary Course Disposition) or (y) any Event of Loss, then, unless the Borrower Representative shall have elected to reinvest such Net Cash Proceeds pursuant to a Reinvestment Event so long as no Event of Default described in clause (a), (b), (h) or (i) of Section 8.1 has occurred and is continuing or would result therefrom, within 10 Business Days of the date of receipt by a Company of such Net Cash Proceeds, the Borrowers shall prepay the Term Loans in an amount equal to 100% of the amount of such Net Cash Proceeds in excess of the greater of (A) $4,500,000 and (B) 15% of Consolidated EBITDA (determined at the time of such Disposition or Event of Loss (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)) (the "***Asset Sale Threshold***") per Fiscal Year for all such Dispositions (it being agreed that the Borrowers may retain all such amount below the Asset Sale Threshold (the "***De Minimis Asset Sale Proceeds***")); **provided** that notwithstanding the foregoing, on each Reinvestment Prepayment Date, the Term Loans shall be prepaid by an amount equal to the Reinvestment Prepayment Amount with respect to the relevant Reinvestment Event, as set forth in Section 2.10(c). The provisions of this Section do not constitute consent to the consummation of any Disposition not permitted by Section 6.4.

(ii) Excess Cash Flow. Not later than the date that is 10 Business Days after the earlier of (x) the date on which the audited financial statements under Section 5.1(a) for the Fiscal Year ending closest to December 31, 2022 and each Fiscal Year thereafter are required to be delivered to the Lenders, and (y) the date such audited financial statements are actually delivered, the Borrowers shall prepay the Term Loans in an aggregate amount equal to (A) 50% of Excess Cash Flow (the "***Excess Cash Flow Percentage***") for such Excess Cash Flow Period *minus* (B) the aggregate amount of voluntary prepayments of Term Loans (except to the extent funded with the proceeds of long term indebtedness) pursuant to Section 2.10(a) and all other Indebtedness secured by the Collateral on a pari passu basis with the Term Loans (and in the case of any revolving loans, accompanied by a corresponding reduction of the commitments in respect thereof), *minus* (C) optional prepayments on the Revolving Credit Loans (except to the extent funded with proceeds of long term indebtedness) that are accompanied by a corresponding reduction in the Revolving Credit Commitment, such prepayment to be effected in each case in the manner and to the extent specified in Section 2.10(c); **provided, however**, that (x) the Excess Cash Flow Percentage shall be 25% if the Consolidated First Lien Leverage Ratio as of the last day of the applicable Excess Cash Flow Period is less than 4.00 to 1.00 and (y) the Excess Cash Flow Percentage shall be 0% if the Consolidated First Lien Leverage Ratio as of the last day of the applicable Excess Cash Flow Period is less than to 3.50 to 1.00; **provided, further,** that such Excess Cash Flow payment shall only be required to the extent exceeding the greater of (A) $3,000,000 and (B) 10% of Consolidated EBITDA as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)) (the "***ECF Threshold***") (it being agreed that the Borrowers may retain all such amount below the ECF Threshold (the "***Retained ECF Amount***")); **provided, further,** that any prepayment of Revolving Loans incurred on the Effective Date to finance any original issue discount or upfront fees required by the Fee Letter shall, at the option of the Borrowers, be applied to any subsequent Fiscal Year to the extent the amount of such prepayments exceeds the amount of prepayments required to be made pursuant to this Section 2.10(b)(ii) for such year.

(iii) Insufficient Availability. Until the Revolving Credit Maturity Date, the Borrowers shall from time to time prepay the Revolving Credit Loans and Swingline Loans (or provide cash collateral for LC Exposure as provided in Section 2.5(l)) in such amounts as shall be necessary so that at all times the aggregate outstanding Revolving Credit Exposures shall not exceed the total Revolving Credit Commitments, such amount to be applied **FIRST**, to repay the outstanding principal balance of the Swingline Loans, until such Swingline Loans shall have been repaid in full, **SECOND**, to repay, the outstanding principal balance of the Revolving Credit Loans and **THIRD**, to Cash Collateralize the LC Exposure. In addition, if on any date the LC Exposure shall exceed the Letter of Credit sublimit set forth in Section 2.5(c), the Borrowers shall cash collateralize on such date the outstanding Letters of Credit in an amount equal to such excess.

(iv) Indebtedness Issuance. Without limiting the obligation of the Borrowers to obtain the consent of the Required Lenders pursuant to Section 6.1 to the incurrence of any Indebtedness not otherwise permitted hereunder, upon the incurrence of any Indebtedness (other than Indebtedness permitted under this Agreement (other than Credit Agreement Refinancing Indebtedness)), the Borrowers shall prepay the Loans in an aggregate amount equal to 100% of the Net Cash Proceeds thereof within 5 Business Days of receipt thereof, such prepayment to be effected in the manner and to the extent specified in Section 2.10(c).

(v) Notwithstanding any other provisions of this Section 2.10, (i) to the extent that the repatriation to the United States of any Excess Cash Flow attributable to Foreign Subsidiaries ("***Foreign Subsidiary Excess Cash Flow***") would be (x) prohibited or delayed by applicable Law or (y) restricted, prohibited or delayed by applicable material constituent documents or material agreements so long as such restrictions described in this clause (y) are not created in contemplation of such prepayments, an amount equal to the portion of such Foreign Subsidiary Excess Cash Flow that would be so affected were the Borrowers to attempt to repatriate such cash will not be required to be applied to repay Term Loans at the times provided in this Section 2.10 so long, but only so long, as the applicable local law or applicable material documents would not otherwise permit repatriation to the United States (the Borrowers hereby agree to use commercially reasonable efforts during the year following the date such prepayment would otherwise have been required to be paid to overcome or eliminate any such restrictions on repatriation, even if the Borrowers do not intend to actually repatriate such cash, so that an amount equal to the full amount of such Foreign Subsidiary Excess Cash Flow will otherwise be subject to repayment under this Section 2.10), and if at any time within one year following the date on which the respective prepayment would otherwise have been required such repatriation of any of such affected Foreign Subsidiary Excess Cash Flow is permissible under the applicable Law or applicable material documents (even if such cash is actually not repatriated), an amount equal to the amount of the Foreign Subsidiary Excess Cash Flow that could be repatriated will be promptly (and in any event not later than five Business Days after the date that such cash could be repatriated) applied (net of an amount equal to the additional taxes of the Borrowers, their Subsidiaries and the direct and indirect holders of Equity Interests in the Borrowers that would be payable or reserved against as a result of a repatriation and any additional costs that would be incurred as a result of a repatriation, whether or not a repatriation actually occurs) by the Borrowers to the repayment of the Term Loans pursuant to this Section 2.10 and (ii) to the extent that the Borrowers have determined in good faith that repatriation of any Foreign Subsidiary Excess Cash Flow could reasonably be expected to have adverse tax consequences (other than de minimis tax consequences), an amount equal to such Foreign Subsidiary Excess Cash Flow that would be so affected will not be subject to repayment under this Section 2.10; **provided** that in the case of each of clauses (i) and (ii), such nonpayment prior to the time such amounts must be prepaid shall not constitute an Event of Default (and such amounts shall be available for working capital and other general corporate purposes of the Borrowers and the Restricted Subsidiaries).

(vi) Notwithstanding any other provisions of this Section 2.10, (i) to the extent that the repatriation to the United States of any or all of the Net Proceeds of any Disposition by a Foreign Subsidiary ("***Foreign Disposition***") or the Net Proceeds of any Event of Loss incurred by a Foreign Subsidiary ("***Foreign Casualty Event***") would be (x) prohibited or delayed by applicable law or (y) restricted prohibited or delayed by applicable material agreements (including material constituent documents) so long as such restrictions described in this clause (y) are not created in contemplation of such prepayments, an amount equal to the Net Cash Proceeds that would be so affected were the Borrowers to attempt to repatriate such cash will not be required to be applied to repay Term Loans at the times provided in this Section 2.10 so long, but only so long, as the applicable local law or applicable material documents would not otherwise permit repatriation to the United States (the Borrowers hereby agree to use commercially reasonable efforts during the year following the date such prepayment would otherwise have been required to be made to overcome or eliminate any such restrictions on repatriation even if the Borrower does not intend to actually repatriate such cash, so that an amount equal to the full amount of such Net Cash Proceeds will otherwise be subject to repayment under this Section 2.10), and if at any time within one year following the date on which the respective prepayment would otherwise have been required such repatriation of any of such affected Net Cash Proceeds is permissible under the applicable Law or applicable material documents, even if such cash is not actually repatriated at such time, an amount equal to the amount of the Net Cash Proceeds will be promptly (and in any event not later than five Business Days after the date that such cash could be repatriated) applied (net of an amount equal to the additional Taxes of the Borrowers, their Subsidiaries and the direct and indirect holders of Equity Interests in the Borrowers that would be payable or reserved against as a result of a repatriation and any additional costs that would be incurred as a result of a repatriation, whether or not a repatriation actually occurs) by the Borrowers to the repayment of the Term Loans pursuant to this Section 2.10 and (ii) to the extent that the Borrowers have determined in good faith that repatriation of any of or all the Net Cash Proceeds of any Foreign Disposition or Foreign Casualty Event could reasonably be expected to have adverse Tax (other than de minimis Tax consequences) with respect to such Net Cash Proceeds, an amount equal to such Net Cash Proceeds that would be so affected will not be subject to repayment under this Section 2.10; provided that in the case of each of clauses (i) and (ii), such nonpayment prior to the time such amounts must be prepaid shall not constitute an Event of Default (and such amounts shall be available for working capital and other general corporate purposes of the Borrowers and the Restricted Subsidiaries, in each case, subject to the prepayment provisions in this Section 2.10). For the avoidance of doubt, nothing in this Section 2.10 shall require the Borrowers or any Subsidiary to cause any amounts to be repatriated to the United States (whether or not such amounts are used in or excluded from the determination of the amount of any mandatory prepayments hereunder).

(c) Order of Application to Loans. Each such prepayment of the Loans made under Section 2.10(a) shall be applied to any Class of Term Loans or the Revolving Credit Loans as may be selected by the Borrowers and, in connection with voluntary prepayments of such Class of Term Loans, applied to the remaining scheduled amortization payments thereof as the Borrowers shall direct or, absent such direction, in the direct order of maturity or otherwise as may be agreed in the applicable Incremental Amendment for such Tranche. Except as otherwise provided in Section 8.2, each mandatory prepayment of the Loans under Section 2.10(b) (other than any mandatory prepayment of the Loans under Section 2.10(b)(iii)) shall be applied (i) **FIRST**, to repay accrued interest and fees due on the amount of such repayment, (ii) **SECOND**, to repay, on a pro rata basis, the outstanding principal balance of the Term Loans (on a pro rata basis to each Class of Term Loans and within each Class, first to such Term Loans that are Base Rate Loans and, then, to such Term Loans that are Term Benchmark Loans), as the Borrowers shall direct or, absent such direction, in the direct order of maturity and thereafter, to the remaining scheduled amortization payments on a pro rata basis, until the Term Loans shall have been repaid in full, (iii) **THIRD**, to repay the outstanding principal balance of the Swingline Loans, until such Swingline Loans shall have been repaid in full; and (iv) **FOURTH**, to repay, on a pro rata basis, the outstanding principal balance of the Revolving Credit Loans (without a corresponding reduction in the applicable Revolving Credit Commitment).

(d) Notices, Etc.

(i) The Borrower Representative shall notify Administrative Agent (and, in the case of prepayment of a Swingline Loan, Swingline Lender) in writing of any optional prepayment under Section 2.10(a), (i) in the case of prepayment of a Term Benchmark Borrowing, not later than 2:00 p.m., three Business Days before the date of prepayment~~;~~ (or, in the case of any prepayment of a Term Benchmark Borrowing in connection with the Fifth Amendment Transactions, one Business Day before such prepayment), (ii) in the case of prepayment of a Base Rate Borrowing, not later than 11:00 a.m., New York City time, on the date of prepayment or (iii) in the case of prepayment of a Swingline Loan, not later than 12:00 p.m., on the date of prepayment. Each such notice shall specify the prepayment date, and the principal amount of each Borrowing or portion thereof to be prepaid; **provided** that, if a notice of prepayment is given in connection with a conditional notice of termination of the Revolving Credit Commitments as contemplated by Section 2.8(c), then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.8(c). Promptly following receipt of any such notice, Administrative Agent shall advise the relevant Lenders of the contents thereof.

(ii) Prior to or concurrently with any prepayment under Section 2.10(b), the Borrower Representative shall deliver to the Administrative Agent a certificate signed by a Responsible Officer of the Borrower Representative containing a reasonably detailed calculation of the estimated amount of such prepayment.

(iii) Promptly following receipt of any prepayment notice relating to a Borrowing or such certificate relating to a prepayment, Administrative Agent shall advise the relevant Lenders of the contents thereof and of the amount of such Lender's ratable portion of such prepayment. Each Lender may reject all of its pro rata share of any mandatory prepayment (other than prepayments resulting from the incurrence of Credit Agreement Refinancing Indebtedness) (such declined amounts, the "***Declined Proceeds***") of Term Loans required to be made pursuant to clauses (i), (ii) and (iv) of Section 2.10(b) by providing written notice (each, a "***Rejection Notice***") to the Administrative Agent no later than 5:00 p.m. one Business Day after the date of such Lender's receipt of notice from the Administrative Agent regarding such prepayment; **provided** that in no event may the proceeds of any Credit Agreement Refinancing Indebtedness be rejected. 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.

(iv) Each partial prepayment of any Borrowing shall be in an amount such that the remaining amount outstanding of each Borrowing would be permitted in the case of a Borrowing of the same Type as provided in Section 2.2 except as necessary to apply fully the required amount of a mandatory prepayment under Section 2.10(b). Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing.

(v) Prepayments shall be accompanied by accrued interest to the extent required by Section 2.12 and any amounts required by Section 2.15 and shall be made in the manner specified in Section 2.9(b) and this Section 2.10.

(vi) If any optional prepayment pursuant to Section 2.10(a), Section 2.18(b) (only with respect to optional prepayments made in connection with a Lender who is not a party to the applicable Extension Amendment) or Section 2.22 or mandatory prepayment pursuant to Section 2.10(b)(iv) (in each case, whether before or after the occurrence of an Event of Default, an acceleration of the Obligations or the commencement of a bankruptcy or insolvency proceeding) occurs prior to the date occurring (A) prior to the date that is one year after the Third Amendment Effective Date or (B) on or after the date that is one year after the Third Amendment Effective Date but prior to the date that is two years after the Third Amendment Effective Date, the Borrowers jointly and severally agree to pay to the Administrative Agent (1) for the ratable account of each Term Loan Lender with Initial Term Loans that are subject to a prepayment premium in an amount equal to 2.00% or 1.00%, respectively, of the aggregate principal amount of the Initial Term Loans subject to such prepayment, (2) for the ratable account of each Term Loan Lender with Second Amendment Term Loans that are subject to a prepayment premium in an amount equal to 2.00% or 1.00%, respectively, of the aggregate principal amount of the Second Amendment Term Loans subject to such prepayment, (3) for the ratable account of each Term Loan Lender with Third Amendment Term Loans that are subject to a prepayment premium in an amount equal to 2.00% or 1.00%, respectively, of the aggregate principal amount of the Third Amendment Term Loans subject to such prepayment and (4) for the ratable account of each Term Loan Lender with Fourth Amendment Delayed Draw Term Loans, as applicable, that are subject to a prepayment premium in an amount equal to 2.00% or 1.00%, respectively, of the aggregate principal amount of the Fourth Amendment Delayed Draw Term Loans subject to such prepayment (this clause (vi), the "***Prepayment Premium***"). Notwithstanding any provision set forth in this Agreement to the contrary, the Prepayment Premium shall be equal to 0.00% for any prepayment of Fourth Amendment Delayed Draw Term Loans in connection with a "change of control" transaction (including a sale of any Borrower (or any of their respective direct or indirect parents) or all or substantially all of their respective assets).

2.11 Fees.

(a) Commitment Fees.

(i) Each Borrower, jointly and severally, agrees to pay to the Administrative Agent for the account of each Revolving Credit Lender a commitment fee, which shall accrue at a per annum rate equal to the Applicable Margin applicable for the "Commitment Fee Rate" on the average daily Unused Revolving Commitment of such Lender during the period from and including the Effective Date to but excluding the earlier of the date such Revolving Credit Commitment terminates and the Revolving Credit Maturity Date. Accrued commitment fees for this Section 2.11(a) through and including each Quarterly Date shall be payable on the second Business Day following such Quarterly Date and on the earlier of the date the Revolving Credit Commitment terminates and the Revolving Credit Maturity Date, commencing on the first such date to occur after the Effective Date. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(ii) Each Borrower, jointly and severally, agrees to pay to the Administrative Agent for the account of each Fourth Amendment Delayed Draw Term Loan Lender a commitment fee, which shall accrue at a per annum rate equal to (x) from and including the Fourth Amendment Effective Date through July 13, 2026, 0.50%, and (b) thereafter to but excluding the Fourth Amendment DDTL Commitment Termination Date, 1.00% on the average daily Unused Fourth Amendment Delayed Draw Term Loan Commitment of such Lender. Accrued commitment fees under this Section 2.11(a)(ii) through and including each Quarterly Date shall be payable in Dollars (calculated as the Dollar Equivalent thereof) on the last Business Day of each Fiscal Quarter and on the earlier of Fourth Amendment DDTL Commitment Termination Date and the Term Loan Maturity Date, commencing on the first such date to occur after the Fourth Amendment Effective Date. All such commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) Letter of Credit Fees. Each Borrower, jointly and severally agrees to pay (i) to the Administrative Agent for the account of each Revolving Credit Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at a rate per annum equal to the Applicable Margin applicable to interest on Term Benchmark Loans on the daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) attributable to Letters of Credit issued during the period from and including the Effective Date to and excluding the later of the date on which such Revolving Credit Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure, and (ii) to the Issuing Lender for its own account a fronting fee, which shall accrue at the rate of 0.125% on the average daily amount of the LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) attributable to Letters of Credit issued by it during the period from and including the Effective Date to but excluding the later of the date of termination of the Revolving Credit Commitments and the date on which there ceases to be any LC Exposure, as well as Issuing Lender's standard fees and other standard costs and charges with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including each Quarterly Date shall be payable on the second Business Day following such Quarterly Date, commencing on the first such date to occur after the Effective Date; **provided** that all such fees shall be payable on the date on which the Revolving Credit Commitments terminate and any such fees accruing after the date on which the Revolving Credit Commitments terminate shall be payable on demand. Any other fees payable to the Issuing Lender pursuant to this Section 2.11(b) shall be payable within 30 days after written demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) Administrative Agent Fees. Each Borrower, jointly and severally agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrowers and the Administrative Agent and such other fees required by the Fee Letter.

(d) Payment of Fees. All fees payable hereunder shall be paid on the dates due, in immediately available funds in Dollars, to the Administrative Agent (or to the Issuing Lender, in the case of fees payable to it) for distribution, other than in the case of fees payable solely for account of Administrative Agent, to the Lenders entitled thereto. Fees paid shall not be refundable under any circumstances.

2.12 Interest.

(a) Base Rate Loans. The Loans comprising each Base Rate Borrowing (including each Swingline Loan Borrowing) shall bear interest at a rate per annum equal to the Base Rate *plus* the Applicable Margin.

(b) Term Benchmark Loans. The Loans comprising each Term Benchmark Borrowing shall bear interest at a rate per annum equal to the Adjusted Term SOFR Rate for the Interest Period in effect for such Borrowing *plus* the Applicable Margin.

(c) Default Interest. The Borrowers shall pay interest on the principal amount of all overdue outstanding Loans and, to the fullest extent permitted by law, the outstanding amount of all overdue interest, fees and other Obligations, at a rate per annum equal to the Default Rate immediately upon the occurrence of any Event of Default described in clause (a), (b), (h) or (i) of Section 8.1.

(d) Payment of Interest. Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and, in the case of Revolving Credit Loans, upon termination of the Revolving Credit Commitments, and, in the case of the Term Loans, on the applicable Term Loan Maturity Date (or earlier date of termination of this Agreement or acceleration of the Loans due hereunder pursuant to the terms hereof); **provided** that (i) interest accrued pursuant to Section 2.12(c) shall be payable on written demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of a Base Rate Revolving Credit Loan prior to the Revolving Credit Maturity Date), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment, and (iii) in the event of any conversion of any Term Benchmark Borrowing prior to the end of the current Interest Period therefor, accrued interest on such Borrowing shall be payable on the effective date of such conversion. Additionally, the Borrowers shall immediately pay to the Administrative Agent for the account of the applicable Lenders the amount of any interest and fees that may be owing pursuant to the penultimate sentence of the definition of Applicable Margin. The Borrowers' obligations under this Section 2.12(d) shall survive the termination of the Commitments and the repayment of all other Obligations hereunder.

(e) Computation. Interest computed by reference to the Term SOFR Rate or Daily Simple SOFR hereunder shall be computed on the basis of a year of 360 days. All interest computed by reference to the Base Rate shall be computed on the basis of a year of 360 days (or 365 or 366 days, as the case may be, in the case of Base Rate Loans based on Prime Rate), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Base Rate or Adjusted Term SOFR Rate shall be determined by Administrative Agent, and such determination shall be conclusive absent manifest error.

2.13 Alternate Rate of Interest; Illegality.

(a) Subject to clauses (b), (c), (d), (e) and (f) of this Section 2.13, if:

(i) the Administrative Agent, in consultation with the Borrower Representative, determines (which determination shall be conclusive and binding absent manifest error) (A) prior to commencement of any Interest Period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Adjusted Term SOFR Rate (including, because the Term SOFR Reference Rate is not available or published on a current basis) for such Interest Period or (B) at any time, that adequate and reasonable means do not exist for ascertaining the applicable Adjusted Daily Simple SOFR; or

(ii) the Administrative Agent is advised by the Required Lenders that (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, the Adjusted Term SOFR Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or Loan) included in such Borrowing for such Interest Period or (B) at any time, Adjusted Daily Simple SOFR will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or Loan) included in such Borrowing;

then the Administrative Agent shall give written notice thereof to the Borrower Representative and the Lenders as promptly as practicable thereafter and, until (x) the Administrative Agent notifies the Borrower Representative and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower Representative delivers a new Interest Election Request in accordance with the terms of Section 2.7 or a new Borrowing Request in accordance with the terms of Section 2.3, any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Term Benchmark Borrowing and any Borrowing Request that requests a Term Benchmark Borrowing shall instead be deemed to be an Interest Election Request or a Borrowing Request, as applicable, for (x) an RFR Borrowing so long as Adjusted Daily Simple SOFR is not also the subject of Section 2.13(a)(i) or (ii) above or (y) be repaid or converted into a Base Rate Borrowing if Adjusted Daily Simple SOFR also is the subject of Section 2.13(a)(i) or (ii) above; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then all other Types of Borrowings shall be permitted. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower Representative's receipt of the notice from the Administrative Agent referred to in this Section 2.13(a) with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until (x) the Administrative Agent notifies the Borrower Representative and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower Representative delivers a new Interest Election Request in accordance with the terms of Section 2.7 or a new Borrowing Request in accordance with the terms of Section 2.3, (1) any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), be converted by the Administrative Agent to, and shall constitute, (x) an RFR Borrowing so long as Adjusted Daily Simple SOFR is not also the subject of Section 2.13(a)(i) or (ii) above or (y) a Base Rate Loan if Adjusted Daily Simple SOFR also is the subject of Section 2.13(a)(i) or (ii) above, on such day.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders of each Class.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Borrower Representative and the Lenders of (i) any occurrence of a Benchmark Transition Event (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (f) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.13, in each case in consultation with the Borrower Representative, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.13.

(e) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent in consultation with the Borrower Representative may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent, in consultation with the Borrower Representative may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower Representative's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower Representative may revoke any request for a Term Benchmark Borrowing of, conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrowers will be deemed to have converted any request for a Term Benchmark Borrowing into a request for a Borrowing of or conversion to (A) an RFR Borrowing so long as Adjusted Daily Simple SOFR is not the subject of a Benchmark Transition Event or (B) a Base Rate Borrowing if Adjusted Daily Simple SOFR is the subject of a Benchmark Transition Event. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Base Rate. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower Representative's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until such time as a Benchmark Replacement is implemented pursuant to this Section 2.13, any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), be converted by the Administrative Agent to, and shall constitute, (x) an RFR Loan so long as Adjusted Daily Simple SOFR is not the subject of a Benchmark Transition Event or (y) a Base Rate Loan if Adjusted Daily Simple SOFR is the subject of a Benchmark Transition Event, on such day. Increased Costs.

2.14 Increased Costs.

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

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender or Issuing Lender;

(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 Issuing Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Term Benchmark 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 or such other Recipient of making, converting to, continuing or maintaining any Term Benchmark Loan (or of maintaining its obligation to make any such Loan), or to increase in any material respect the cost to such Lender, Issuing Lender or such other 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, Issuing Lender, or such other Recipient hereunder (whether of principal, interest or any other amount) then, promptly following written request of such Lender, Issuing Lender, or such other Recipient, the Borrowers will pay to such Lender, Issuing Lender, or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, Issuing Lender, or such other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or Issuing Lender determines that any Change in Law affecting such Lender or Issuing Lender or any lending office of such Lender or such Lender's or Issuing Lender'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 Issuing Lender's capital or on the capital of such Lender's or Issuing Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by Issuing Lender, to a level below that which such Lender or Issuing Lender or such Lender's or Issuing Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or Issuing Lender's policies and the policies of such Lender's or Issuing Lender's holding company with respect to capital adequacy or liquidity), then from time to time the Borrowers will pay to such Lender or Issuing Lender, as the case may be, such additional amount or amounts as will compensate such Lender or Issuing Lender or such Lender's or Issuing Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Recipient setting forth the amount or amounts necessary to compensate such Recipient or its holding company, as the case may be, as specified in Section 2.14(a) or 2.14(b) and delivered to the Borrower Representative shall be conclusive absent manifest error. The Borrowers shall pay such Recipient the amount shown as due on any such certificate within 30 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or Issuing Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or Issuing Lender's right to demand such compensation, **provided** that the Borrowers shall not be required to compensate a Lender or Issuing Lender pursuant to this Section for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender or Issuing Lender, as the case may be, notifies the Borrower Representative of the Change in Law giving rise to such increased costs or reductions and of such Lender's or Issuing Lender'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 six-month period referred to above shall be extended to include the period of retroactive effect thereof).

2.15 Compensation for Losses.

(a) With respect to Loans that are not RFR Loans, in the event of (i) the payment of any principal of any Term Benchmark Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or any mandatory prepayment), (ii) the conversion of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto, (iii) the failure to borrow, convert, continue or prepay any Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice is permitted to be revocable under Section 2.8(c) and is revoked in accordance herewith), or (iv) the assignment of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower Representative pursuant to Section 2.18, then, in any such event, the Borrowers shall compensate each Lender for the loss, cost, or expense attributable to such event (excluding 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 Borrowers shall also pay any customary administrative fees charged by such Lender in connection with the foregoing. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower Representative and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt thereof.

(b) With respect to RFR Loans, on the event of (i) the payment of any principal of any RFR Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or any mandatory prepayment), (iii) the failure to borrow, convert, continue or prepay any RFR Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice is permitted to be revocable under Section 2.8(c) and is revoked in accordance herewith), or (iv) the assignment of any RFR Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower Representative pursuant to Section 2.18, then, in any such event, the Borrowers shall compensate each Lender for the loss, cost, or expense attributable to such event (excluding 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 Borrowers shall also pay any customary administrative fees charged by such Lender in connection with the foregoing. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower Representative and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt thereof.

2.16 Taxes.

(a) Defined Terms. For purposes of this Section 2.16, the term "Lender" includes any Issuing Lender and the term "applicable law" includes FATCA.

(b) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Obligor under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent 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 law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Obligor 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.

(c) Payment of Other Taxes by the Obligors. Without duplication of any amounts payable pursuant to this Section 2.16, the Obligors shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by the Obligors. Without duplication of any additional amounts paid under Section 2.16(b) or (c), the Obligors shall jointly and severally indemnify each Recipient, 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) 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 Representative by a Lender (with a copy to the Administrative Agent), or by Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Obligor has not already indemnified Administrative Agent for such Indemnified Taxes and without limiting or expanding the obligation of the Obligors to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.4(e) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by 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 Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this Section 2.16(e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by any Obligor to a Governmental Authority pursuant to this Section 2.16(f), such Obligor shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower Representative and the Administrative Agent, at the time or times reasonably requested by the Borrower Representative or Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower Representative or 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 Representative or Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower Representative or Administrative Agent as will enable the Borrower Representative or 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 clauses (A), (B), and (D) of Section 2.16(g)(ii)) shall not be required if in the Lender's reasonable judgment such completion, execution, or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) any Lender that is a U.S. Person shall deliver to the Borrower Representative and 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 any Obligor or Administrative Agent), properly completed and duly executed originals of IRS Form W-9 or any applicable successor form 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 Obligors and Administrative Agent (in such number of copies as shall be requested by the Borrower Representative or the Administrative Agent) 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 Obligors or Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (1) with respect to payments of interest under any Loan Document, properly completed and duly executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E (as applicable, or any successor forms) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (2) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E (as applicable, or any successor forms) 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;

(2) properly completed and duly executed originals of IRS Form W-8ECI (or any successor forms);

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (1) a properly completed and duly executed certificate substantially in the form of Exhibit 2.16-1 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 Obligors 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 (2) properly completed and duly executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E (as applicable, or any successor forms); or

(4) to the extent a Foreign Lender is not the beneficial owner, properly completed and duly executed originals of IRS Form W-8IMY (or any successor forms), accompanied by any required IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E (as applicable, or any successor forms), the applicable U.S. Tax Compliance Certificate substantially in the form of Exhibit 2.16-2 or Exhibit 2.16-3, IRS Form W-9 (or any successor forms), 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 2.16-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower Representative 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 Representative or Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit Borrower Representative or Administrative Agent to determine the withholding or deduction required to be made; and

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

(iii) The Administrative Agent shall assume primary withholding responsibility under Chapters 3 and 4 of Subtitle A of the Code and primary IRS Form 1099 and IRS Form 1042-S reporting and backup withholding responsibility with respect to payments it receives on account of any Lender. In furtherance of the foregoing, (A) if the Administrative Agent is a U.S. Person, it shall deliver to the Obligors two properly completed and duly executed copies of IRS Form W-9 certifying that it is exempt from federal backup withholding and (B) if the Administrative Agent is not a U.S. Person, it shall deliver to the Obligors two properly completed and duly executed copies of IRS Form W-8ECI or IRS Form W-8BEN-E, as applicable, with respect to fees received on its own behalf and, with respect to payments received on account of any Lender, two properly completed and duly executed copies of IRS Form W-8IMY certifying that the Administrative Agent is either (1) a "qualified intermediary" assuming primary withholding responsibility under Chapters 3 and 4 of Subtitle A of the Code and primary IRS Form 1099 reporting and backup withholding responsibility for payments it receives for the accounts of others, or (2) a "U.S. branch" and that the payments it receives for the account of others are not effectively connected with the conduct of a trade or business in the United States, and in the case of each of clauses (1) and (2), that the Administrative Agent is using such form as evidence of its agreement with the Obligors to be treated as a U.S. Person with respect to such payments (and the Obligors and the Administrative Agent agree to so treat the Administrative Agent as a U.S. Person with respect to such payments as contemplated by United States Treasury Regulations Section 1.1441- 1(b)(2)(iv)(A)), with the effect that the Obligors can make payments to the Administrative Agent without deduction or withholding of any Taxes imposed by the United States.

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

(h) Treatment of Certain Refunds. If any party 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 pursuant to this Section 2.16 (including by the payment of additional amounts pursuant to this Section 2.16), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 2.16(h) (*plus* any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.16(h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 2.16(h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section 2.16(h) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 2.16 shall survive the resignation or replacement of Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the expiration or cancellation of all Letters of Credit, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

2.17 Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) Payments by the Obligors. Each Obligor shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or under Section 10.3 or otherwise) or under any other Loan Document (except to the extent otherwise provided therein) prior to 2:00 p.m. on the date when due, in immediately available funds, without counterclaim, set-off, or other deduction or condition. Any amounts received after such time on any date may, in the discretion of Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at such account as Administrative Agent may designate to the Borrower Representative in writing from time to time, except (i) as otherwise expressly provided in the relevant Loan Document, (ii) payments to be made directly to the Issuing Lender or Swingline Lender as expressly provided herein, and (iii) that payments pursuant to Sections 2.14, 2.15, 2.16 and 10.3 shall be made directly to the Persons entitled thereto. Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof in like funds as received by wire transfer to such Lender's lending office as specified in its Administrative Questionnaire or such other office as notified in writing by such Lender to the Administrative Agent. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder or under any other Loan Document shall be made in Dollars.

(b) Application of Insufficient Payments. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) **FIRST**, to pay 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**, to pay principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) Pro Rata Treatment. Except to the extent otherwise provided herein: (i) each Borrowing of, or conversions of, Loans in a particular Class shall be allocated pro rata among the relevant Lenders according to the amounts of their respective Commitments of such Class (in the case of the making of Loans) or their respective unpaid principal amounts of Loans of such Class (in the case of conversions and continuations of Loans); (ii) each payment of commitment fees under Section 2.11 in respect of Revolving Credit Commitments and each payment of Letter of Credit participation fees under Section 2.11 shall be made for account of the relevant Revolving Credit Lenders, pro rata according to the amounts of their respective Revolving Credit Commitments and their respective LC Exposure, respectively, (iii) each termination or reduction of the amount of the Commitments of a particular Class under Section 2.8 shall be applied to the respective Commitments of such Class of the relevant Lenders, pro rata according to the amounts of their respective Commitments of such Class; (iv) each payment or prepayment of principal of Loans of any Class by the Borrowers, shall be made for account of the relevant Lenders pro rata in accordance with the respective unpaid principal amounts of the Loans of such Class held by them; and (v) each payment of interest on Loans of any Class by the Borrowers shall be made for account of the relevant Lenders pro rata in accordance with the amounts of interest on the Loans of such Class then due and payable to the respective Lenders.

(d) Sharing of Payments by Lenders. If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements or Swingline Loans in excess of its ratable share of the aggregate amount of outstanding Loans and participations in LC Disbursements and Swingline Loans and accrued interest thereon, then such Lender shall notify Administrative Agent of such fact and shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements and Swingline Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in LC Disbursements and Swingline Loans; **provided** that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this Section 2.17(d) shall not be construed to apply to any payment made by any Obligor pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of Defaulting Lender) or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements or Swingline Loans to any assignee or participant, other than to the Borrowers or any Subsidiary or Affiliate thereof (as to which the provisions of this Section 2.17(d) shall apply). Each Obligor consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Obligor rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Obligor in the amount of such participation.

(e) Presumptions of Payment. Unless Administrative Agent shall have received notice from the Borrower Representative prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or Issuing Lender hereunder that the Borrowers will not make such payment, Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption but without any obligation to do so, distribute to the Lenders or Issuing Lender, as the case may be, the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders or Issuing Lender, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, for the first five Business Days at the greater of the Federal Funds Effective Rate and a rate determined by Administrative Agent in accordance with banking industry rules on interbank compensation and thereafter at the Base Rate. A notice of Administrative Agent to any Lender or the Borrowers with respect to any amount owing under this Section 2.17(e) shall be conclusive, absent manifest error.

(f) Certain Deductions by Administrative Agent. If any Lender shall fail to make any payment required to be made by it pursuant to this Agreement (including Sections 2.4, 2.5(e), 2.5(f), 2.6(b) and 2.17(e)), then Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

(g) Return of Proceeds. If at any time payment, in whole or in part, of any amount distributed by Administrative Agent hereunder is rescinded or must otherwise be restored or returned by Administrative Agent as a preference, fraudulent conveyance, or otherwise under any Debtor Relief Law, then each Person receiving any portion of such amount agrees, upon demand, to return the portion of such amount it has received to the Administrative Agent together with a pro rata portion of any interest paid by or other charges imposed on Administrative Agent in connection with such rescinded or restored payment.

2.18 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 2.14 or 2.16, or if the Borrowers are 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 2.14 or 2.16, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.14 or 2.16, or eliminate the need for the notice pursuant to Section 2.13(b), as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be materially disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable out-of-pocket costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 2.14 or 2.16, if the Borrowers are required to pay any Indemnified Taxes or additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.14 or 2.16, or if any Lender is a Defaulting Lender, a Non-Consenting Lender or a Lender who has refused to consent to an Extension Amendment, then the Borrowers may, at Borrowers' sole expense and effort, upon notice to such Lender and the Administrative Agent, (x) require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.4), all its interests, rights (other than its existing rights to payments pursuant to Section 2.14 or 2.16) and obligations under this Agreement and the other 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 (i) the Borrowers shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 10.4, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements and Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 2.15), from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts), (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.14 or payments required to be made pursuant to Section 2.16, such assignment will result in a reduction in such compensation or payments thereafter, (iv) [reserved], (v) such assignment does not conflict with applicable law, and (vi) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent or (y) make payments and reduce Commitments on a non-pro rata basis. Each Lender agrees that if the Borrowers exercise their option hereunder, they shall promptly execute and deliver all agreements and documentation necessary to effectuate such assignment as set forth in Section 10.4. If such Lender shall refuse or fail to execute and deliver any such Assignment and Assumption prior to the effective date of such replacement as notified by Administrative Agent, such Lender shall be deemed to have executed and delivered such Assignment and Assumption, and shall no longer be a Lender hereunder upon the payment to such Lender of an amount equal to the aggregate amount of outstanding Obligations (other than Bank Product Obligations) owed to such Lender in accordance with the wire transfer instructions for such Lender on file with Administrative Agent. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply.

2.19 Increases of the Revolving Credit Commitments; Adjustments to Revolving Credit Commitments; Incremental Term Loans; Incremental Delayed Draw Term Loans.

(a) Following the Effective Date, Obligors may from time to time through the Revolving Credit Maturity Date in case of any Incremental Revolving Credit Commitment (as defined below) or the Term Loan Maturity Date in the case of any Incremental Term Loans (as defined below) or any Incremental Delayed Draw Term Loan Commitments (as defined below), (i) propose to increase the aggregate amount of the Revolving Credit Commitments (each, an "***Incremental Revolving Credit Commitment***") in accordance with this Section by delivering a Notice of Incremental Revolving Credit Commitment to the Administrative Agent substantially in the form of Exhibit 2.19-1 (a "***Notice of Incremental Revolving Credit Commitment***"), and (ii) propose that one or more additional term loans (including delayed drawn term loans) be made to it in accordance with this Section (each, an "***Incremental Term Loan***") by delivering a Notice of Incremental Term Loan Borrowing to the Administrative Agent substantially in the form of Exhibit 2.19-2 (a "***Notice of Incremental Term Loan Borrowing***"); and (iii) propose to increase the aggregate amount of the DDTL Commitments or that one or more additional delayed draw term loan commitments be made to it in accordance with this Section (each, an "***Incremental Delayed Draw Term Loan Commitment***" and the loans thereunder, an "***Incremental Delayed Draw Term Loan***"; each Incremental Delayed Draw Term Loan Commitment, together with any Incremental Revolving Credit Commitment and any Incremental Term Loan, each, an "***Incremental Commitment***") by delivering a Notice of Incremental Delayed Draw Term Loan Commitment to the Lead Arrangers substantially in the form of Exhibit 2.19-3 (a "***Notice of Incremental Delayed Draw Term Loan Commitment***" together with any Notice of Incremental Revolving Credit Commitment and any Notice of Incremental Term Loan Borrowing, each individually an "***Incremental Facility Notice***"), specifying in each case (subject to the restrictions set forth in Section 2.19(b)) therein (A) the amount of the Incremental Commitments requested, (B) the requested advance date of the proposed Incremental Commitments, (C) the interest rate to be applicable to any Tranche of Incremental Term Loans and/or Incremental Delayed Draw Term Loans included in such Incremental Commitments, (D) the amortization for all Incremental Term Loans or Incremental Delated Draw Term Loans, if and as applicable, and (E) the amount of any upfront or closing fees to be paid by the Borrowers to the Lenders and/or Additional Lenders funding such Incremental Commitments requested. In connection with each requested Incremental Commitment, (1) in the case of an Incremental Revolving Credit Commitment, (A) any outstanding Revolving Credit Loans shall be held by the Lenders and Additional Lenders that are Revolving Credit Lenders on a ratable basis after giving effect to such increase, (B) each such Incremental Revolving Credit Commitment shall have the same terms and be made pursuant to the same documentation as the Revolving Credit Facility (other than in respect of any fees payable) and (C) no Sponsor-Controlled Affiliated Lender shall provide any Incremental Revolving Loan Commitment (or any other Revolving Credit Commitment) and if any Sponsor Controlled Affiliated Lender provides any Incremental Term Loans and/or Incremental Delayed Draw Term Loans it shall be subject to the same limitations and restrictions set forth in Section 10.4(g) as if such Sponsor Controlled Affiliated Lender were purchasing Term Loans by assignment, (2) the final maturity date of any Incremental Revolving Credit Commitments or any Incremental Delayed Draw Term Loan Commitments shall be no earlier than the Revolving Credit Maturity Date or the Term Loan Maturity Date, as applicable, (3) the scheduled final maturity date and amortization schedule for any Incremental Term Loan and/or Incremental Delayed Draw Term Loans may be determined by the Borrowers and the Lenders and/or Additional Lenders, as applicable, providing such Incremental Term Loan and/or Incremental Delayed Draw Term Loans; **provided** that, except in the case of a customary bridge facility, the terms of which automatically convert into terms that comply with this proviso within one (1) year of issuance of such bridge facility, the scheduled final maturity date of any Incremental Term Loans and/or Incremental Delayed Draw Term Loans shall be no earlier than the Term Loan Maturity Date and the Weighted Average Life to Maturity of any Tranche of Incremental Term Loans and/or Incremental Delayed Draw Term Loans shall be no shorter than the remaining Weighted Average Life to Maturity of the Term Loans outstanding prior to the advance of such Tranche, (4) the interest rate, margin, original issue discount, up-front fees and other fees and rate floors for such Incremental Term Loan and/or Incremental Delayed Draw Term Loans may be determined by the Borrowers and the Lenders and/or Additional Lenders, as applicable, providing such Incremental Term Loan and/or Incremental Delayed Draw Term Loans; **provided** that, in the event that the All-in Yield for any such Incremental Term Loan and/or Incremental Delayed Draw Term Loans that ranks pari passu in right of payment and security with the existing Term Loans (other than in reliance on Section 2.19(b)(i)) is greater than the All-in Yield for the existing Term Loans by more than 50 basis points, then the Applicable Margin for the existing Term Loans shall be increased to the extent necessary so that the All-in Yield for such Incremental Term Loan and/or Incremental Delayed Draw Term Loans, as applicable, is no more than 50 basis points higher than the All-in Yield for the existing Term Loans; **provided** that, in the event that the All-In Yield for such Incremental Term Loan and/or Incremental Delayed Draw Term Loans is higher than the All-In Yield for the existing Term Loans and/or Incremental Delayed Draw Term Loans solely as a result of a higher rate floor for such Incremental Term Loan and/or Incremental Delayed Draw Term Loans, as applicable, the adjustment to the All-In Yield of the existing Term Loans shall be effected solely by increasing the rate floor, (5) any Incremental Term Loans and/or Incremental Delayed Draw Term Loans that are secured by the Collateral on a junior basis to the Initial Term Loans, the Second Amendment Term Loans, the Third Amendment Term Loans and Fourth Amendment Delayed Draw Term Loans or that are unsecured or secured by assets that are not Collateral shall be set forth in documentation that is separate from the Loan Documents and if secured by Collateral shall be subject to an Intercreditor Agreement or other subordination arrangements reasonably satisfactory to the Administrative Agent, (6) any Incremental Commitments or Incremental Term Loans and/or Incremental Delayed Draw Term Loans shall not at any time be guaranteed by any Person other than the Guarantors and shall not be secured by a Lien on any property that does not constitute Collateral, (7)(a) any Incremental Revolving Credit Commitment will provide for the ability to permanently repay and terminate such Incremental Revolving Credit Commitment on a pro rata basis with the existing Revolving Credit Commitments and (b) any Incremental Term Loan and/or Incremental Delayed Draw Term Loans may provide for participation (x) on a pro rata basis, greater than a pro rata basis, or less than pro rata basis in any voluntary prepayments with respect to its Class of Term Loans, or (y) with respect to any Incremental Term Loans secured by the Collateral on the pari passu basis with the Initial Term Loans, the Second Amendment Term Loans, the Third Amendment Term Loans and Fourth Amendment Delayed Draw Term Loans, on a pro rata basis or less than pro rata basis in any mandatory prepayments with all Term Loans, but no Incremental Term Loan shall share more favorably than ratably in any mandatory prepayments of the Term Loans and (8) the other terms and documentation in respect of any Incremental Term Loan and/or Incremental Delayed Draw Term Loans, to the extent inconsistent with the terms and documentation with respect to the existing Term Loan, shall be determined by the Borrowers and shall, at the option of the Borrowers, (a) reflect current market terms and conditions (taken as a whole) at the time of incurrence or issuance (as reasonably determined by the Borrowers), (b) be consistent with the terms of the corresponding Class of Term Loans unless, in the case of this clause (b), (x) the Lenders under the corresponding Class of Term Loans also receive the benefit of such more restrictive terms or (y) any such provisions apply only after the maturity date of the relevant Class of Term Loans, or (c) not be materially more restrictive to the Borrowers, when taken as a whole, than the terms of the applicable Class of Term Loans (as reasonably determined by the Borrowers). Notwithstanding the foregoing, no Incremental Commitment shall become effective unless, subject to the Limited Condition Transaction Provision to the extent acceptable to the Lenders and Additional Lenders providing the relevant Incremental Commitment in connection with a Limited Condition Transaction, (i) no Event of Default then exists or would be caused thereby and (ii) the condition to a Borrowing in Section 4.2(a) is satisfied; **provided** that, in the case of an Incremental Commitment being used to consummate a Limited Condition Transaction, at the Borrowers' election, to the extent acceptable to the Lenders and/or Additional Lenders providing the relevant Incremental Commitment, the only representations and warranties that will be required to be true and correct in all material respects will be the Specified Representations (conformed as necessary for such acquisition) and such of the representations made by or on behalf of the applicable target, its affiliates, its subsidiaries or their respective businesses in the acquisition agreement governing such Limited Condition Transaction as are material to the interests of the Lenders, but only to the extent that a Company has the right to terminate its obligations under such

acquisition agreement or to decline to consummate such Limited Condition Transaction as a result of a breach of such representations in the acquisition agreement.

(b) The aggregate principal amount of all Incremental Commitments made pursuant to this Section, shall not exceed (i) the greater of (x) $30,000,000 and (y) 100% of Consolidated EBITDA (determined at the time of incurrence on a *pro forma* basis as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)) (it being agreed that the Fourth Amendment Delayed Draw Term Loan Commitment has been approved by the Required Lenders within the Fourth Amendment and shall not reduce the amounts available in this subclause (i)), *minus* any amount of Incremental Equivalent Debt and Ratio Debt incurred in reliance on this clause (i), *plus* (ii) an amount that, subject to the Limited Condition Transaction Provision, after giving effect thereto (and after giving effect to any acquisition consummated concurrently therewith and all other *pro forma* adjustment events, assuming that the entire amount of any Incremental Revolving Credit Commitments that are then being incurred has been borrowed (it being agreed that such test shall only be required on the date such Incremental Revolving Credit Commitments are provided), and excluding for purposes of computing the Consolidated First Lien Net Leverage Ratio, Consolidated Secured Net Leverage Ratio, or Consolidated Net Leverage Ratio, as applicable, any netting of the cash proceeds of any Incremental Term Loans or Revolving Credit Loans made thereunder), would cause (A) with respect to any Incremental Commitments secured on a *pari passu* basis with the Obligations, the Consolidated First Lien Net Leverage Ratio to be greater than 4.50 to 1.00, (B) with respect to any Incremental Commitments secured on a junior basis to the Obligations, the Consolidated Senior Net Leverage Ratio to be greater than 5.00 to 1.00 or (z) with respect to any Incremental Commitments that are unsecured on secured by assets not constituting Collateral, the Consolidated Net Leverage Ratio to be greater than 5.25 to 1.00, in each case, on a *pro forma* basis as of the last day of the immediately preceding Fiscal Quarter for which financial statements have been delivered to the Administrative Agent pursuant to Section 5.1(a) or 5.1(b), *plus* (iii) the amount of all voluntary prepayments of Term Loans and Revolving Credit Loans (including pursuant to buybacks and open market purchases in the amount actually paid in cash) actually paid and not funded with the proceeds of long-term Indebtedness of any Obligor (and in the case of Revolving Credit Loans, accompanied by a permanent reduction of the Revolving Credit Commitments), *plus* (iv) any payments made to any Term Loan Lender that is replaced pursuant to Section 2.18(b) as a result of its refusal to consent to an amendment or other modification, but solely to the extent the applicable Term Loans are retired and not assigned (the amount of the foregoing clause (i) through (iii), the "***Incremental Amount***"); **provided** that, each Incremental Commitment must be at least $1,000,000 and in integral multiples of $1,000,000 in excess thereof (**provided** that such amounts may be less if representing all remaining availability under the limit set forth above); **provided** further that, the amount of any Incremental Commitments incurred in reliance on the foregoing clause (i) and (iii) shall be automatically reclassified as incurred under the foregoing clause (ii) from time to time if the Borrowers meet the applicable requirements set forth on a *pro forma basis*. Borrowers shall provide at least three (3) days' (or such shorter period as Administrative Agent shall agree) notice to Administrative Agent (which shall promptly provide a copy of such notice to the Lenders, as applicable) of any requested Incremental Commitment.

(c) Administrative Agent shall deliver a copy of each Incremental Facility Notice to such Lenders or other Persons that qualify as an Eligible Assignee as may be determined by Administrative Agent in its reasonable discretion with the approval of the Borrower Representative or as may be specified by the Borrower Representative with the consent (not to be unreasonably withheld or delayed) of Administrative Agent. No Lender shall have any obligation to increase its Revolving Credit Commitment or fund any Incremental Term Loan, and any decision by a Lender to increase its Revolving Credit Commitment or fund any Incremental Term Loan shall be made in its sole discretion independently from any other Lender.

(d) The Incremental Facility Notice delivered by the Borrower Representative may specify a date prior to which any commitments must be received. If prior to such specified date (if any) Administrative Agent receives commitments from Lenders and/or from any other Person that (i) qualifies as an Eligible Assignee and is reasonably acceptable to the Borrower Representative and the Administrative Agent and (ii) has agreed to become a Lender in respect of all or a portion of the Incremental Commitment (an "***Additional Lender***"), in excess of the requested Incremental Commitment, Administrative Agent shall have the right, in its sole discretion but with the consent of the Borrower Representative, to reduce and reallocate (within the minimum and maximum amounts specified by each such Lender or Additional Lender in its notice to the Administrative Agent) the shares of the Incremental Commitment of the Lenders or Additional Lenders willing to fund (or commit to fund) such Incremental Commitment so that the total committed Incremental Commitment equals the requested Incremental Commitment. If as of such specified date (if any) Administrative Agent has not received commitments from Lenders (and/or Additional Lenders) in an amount sufficient to fund the requested Incremental Commitment, Administrative Agent shall so notify the Borrower Representative and the request for Incremental Commitment shall be deemed automatically rescinded; **provided** the Borrower Representative may submit a replacement Incremental Facility Notice setting forth different terms for the requested Incremental Commitment.

(e) An increase in the aggregate amount of the Lenders' Revolving Credit Commitments or Incremental Delayed Draw Term Loan Commitment or an agreement to fund Incremental Term Loans or Incremental Delayed Draw Term Loans, pursuant to this Section shall become effective upon the receipt by Administrative Agent of an agreement (an "***Incremental Amendment***") in form and substance reasonably satisfactory to the Administrative Agent and the Borrower Representative, signed by each Obligor, by each Additional Lender and by each existing Lender whose Revolving Credit Commitment is to be increased or who has agreed to fund such Incremental Term Loans or Incremental Delayed Draw Term Loans or to provide Incremental Delayed Draw Term Loan Commitments, setting forth the new Pro Rata Share, Revolving Credit Commitment and/or Incremental Term Loans of such Lenders and setting forth the agreement of each Additional Lender to become a party to this Agreement as a Lender and to be bound by all the terms and provisions hereof, together with customary officer's certificates and ratification agreements executed by each Obligor and such evidence of appropriate corporate authorization on the part of each Obligor with respect to the requested Incremental Commitment, updates or endorsements to policies of title insurance (to the extent available at a commercially reasonable cost), flood hazard determination certificates (and, if applicable, evidence of flood insurance) with respect to each parcel of Mortgaged Property, the results of lien searches from applicable jurisdictions and such customary opinions of counsel for the Obligors with respect to the requested Incremental Commitment and other assurances as Administrative Agent may reasonably request. The Incremental Amendment may, without the consent of any other Lender or Issuing Lender, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of Administrative Agent and the Borrower Representative, to effect the provisions of this Section 2.19. If, after giving effect to any Incremental Commitment, the outstanding Revolving Credit Loans would not be held pro rata in accordance with the new Commitments, the Revolving Credit Lenders (including, without limitation, any Additional Lenders) shall, on the effective date of the applicable Incremental Commitment, make advances among themselves so that after giving effect thereto the Revolving Credit Loans will be held by the Revolving Credit Lenders (including, without limitation, any Additional Lenders), on a pro rata basis in accordance with their respective Revolving Credit Commitments hereunder (after giving effect to the applicable Incremental Commitment). Each Revolving Credit Lender agrees to wire immediately available funds to the Administrative Agent in accordance with this Agreement as may be required by Administrative Agent in connection with the foregoing.

(f) Other than with respect to the the Fourth Amendment Delayed Draw Term Loan Commitments, for purposes of determining that the Required Lenders have (A) consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Obligor therefrom, (B) otherwise acted on any matter related to any Loan Document or (C) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, no Incremental Delayed Draw Term Loan Commitments shall be included in such calculation, other than Incremental Delayed Draw Term Loan Commitments in an amount equal to the amount of Incremental Delayed Draw Loans that could be funded under such commitments on such date in accordance with this Agreement so long as any such Incremental Delayed Draw Term Loan Commitments were established for a bona fide business purpose.

(g) This Section 2.19 shall supersede any provisions in this Agreement, including Section 10.2(b).

2.20 Cash Collateral.

(a) Certain Credit Support Events. At any time that there shall exist a Defaulting Lender, within one Business Day following the written request of Administrative Agent or any Issuing Lender (with a copy to the Administrative Agent), the Borrowers shall Cash Collateralize Issuing Lender's Fronting Exposure with respect to such Defaulting Lender (determined after giving effect to Section 2.21(a)(iv) and any Cash Collateral provided by such Defaulting Lender) in an amount not less than the Minimum Collateral Amount.

(b) Grant of Security Interest. The Borrowers, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grant to the Administrative Agent, for the benefit of Issuing Lender, and agree to maintain, a first priority security interest in all such Cash Collateral as security for the Defaulting Lenders' obligation to fund participations in respect of LC Exposure, to be applied pursuant to Section 2.20(c). If at any time Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than Administrative Agent and Issuing Lender as herein provided or that the total amount of such Cash Collateral is less than the Minimum Collateral Amount, the Borrowers shall, promptly upon demand by Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency (after giving effect to any Cash Collateral provided by the Defaulting Lender).

(c) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under Section 2.20 or 2.21 in respect of Letters of Credit shall be applied to the satisfaction of the Defaulting Lender's obligation to fund participations in respect of Letters of Credit (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) for which the Cash Collateral was so provided prior to any other application of such property as may otherwise be provided for herein.

(d) Termination of Requirement. Cash Collateral (or the appropriate portion thereof) provided to reduce any Issuing Lender's Fronting Exposure shall no longer be required to be held as Cash Collateral pursuant to this Section 2.20 following (i) the elimination of the applicable Fronting Exposure (including by replacement of the Defaulting Lender pursuant to Section 2.18 or the termination of Defaulting Lender status of the applicable Lender), or (ii) the determination by Administrative Agent and each Issuing Lender that there exists excess Cash Collateral; **provided** that, subject to Section 2.21, the Person providing Cash Collateral and each Issuing Lender may agree that Cash Collateral shall be held to support future anticipated Fronting Exposure or other obligations and **provided**, **further,** that to the extent that such Cash Collateral was provided by the Borrowers, such Cash Collateral shall remain subject to the security interest granted pursuant to the Loan Documents.

2.21 Defaulting Lenders.

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

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders, Required Revolving Lenders, Required DDTL Lenders and Required Facility Lenders, as applicable.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 8 or otherwise) or received by Administrative Agent from a Defaulting Lender pursuant to Section 10.8 shall be applied at such time or times as may be determined by 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 any Issuing Lender or Swingline Lender hereunder; **THIRD**, to Cash Collateralize Issuing Lender's Fronting Exposure with respect to such Defaulting Lender in accordance with Section 2.20; **FOURTH**, as the Borrower Representative 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 Administrative Agent; **FIFTH**, if so determined by Administrative Agent and the Borrower Representative, to be held in a Deposit Account controlled by Administrative Agent and released pro rata in order to (y) satisfy such Defaulting Lender's potential future funding obligations with respect to Revolving Credit Loans or Delayed Draw Term Loans under this Agreement and (z) Cash Collateralize Issuing Lender'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 2.20; **SIXTH**, to the payment of any amounts owing to the Lenders, Issuing Lender or Swingline Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, Issuing Lender or Swingline Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; **SEVENTH**, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrowers as a result of any judgment of a court of competent jurisdiction obtained by the Borrowers 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 (y) such payment is a payment of the principal amount of any Loans or LC Disbursements in respect of which such Defaulting Lender has not fully funded its appropriate share, and (z) such Loans were made or the related Letters of Credit and Swingline Loans were issued at a time when the conditions set forth in Section 4.2 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and LC Disbursements owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or LC Disbursements owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in Letters of Credit are held by the Lenders pro rata in accordance with their respective Commitments without giving effect to Section 2.21(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 2.21(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 commitment fee pursuant to Section 2.11(a) for any period during which that Lender is a Defaulting Lender (and the Borrowers 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 fees pursuant to Section 2.11(b)(i) for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Pro Rata Share of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant to Section 2.20.

(C) With respect to any fee not required to be paid to any Defaulting Lender pursuant to Section 2.21(a)(iii)(A) or 2.21(a)(iii)(B), the Borrowers shall (i) 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 Letters of Credit or Swingline Loans that has been reallocated to such Non-Defaulting Lender pursuant to Section 2.21(a)(iv), (ii) pay to each Issuing Lender and Swingline Loans, as applicable, the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such Issuing Lender's or Swingline Lender's Fronting Exposure to such Defaulting Lender, and (iii) not be required to pay the remaining amount of any such fee.

(D) No Defaulting Lender shall be entitled to receive any default interest pursuant to Section 2.21(c).

(iv) Reallocation of Participations to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in Letters of Credit and Swingline Loans shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Pro Rata Shares (calculated without regard to such Defaulting Lender's Revolving Credit Commitment) but only to the extent that (A) no Event of Default exists at the time of such reallocation (and, unless the Borrower Representative shall have otherwise notified Administrative Agent at such time, the Borrowers shall be deemed to have represented and warranted that such condition is satisfied at such time), and (B) such reallocation does not cause the aggregate Revolving Credit Exposure of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's Revolving Credit Commitment. Subject to Section 10.20, 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.

(v) Cash Collateral, Repayment of Swingline Loans. If the reallocation described in Section 2.21(a)(iv) cannot, or can only partially, be effected, the Borrowers shall, without prejudice to any right or remedy available to it hereunder or under law, **FIRST**, prepay Swingline Loans in an amount equal to Swingline Lender's Fronting Exposure and **SECOND**, Cash Collateralize Issuing Lender's Fronting Exposure in accordance with the procedures set forth in Section 2.20.

(b) Defaulting Lender Cure. If the Borrower Representative, Administrative Agent, Swingline Lender, and Issuing Lender agree in writing that a Lender is no longer a Defaulting Lender, 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 Revolving Credit Loans of the other Lenders or take such other actions as Administrative Agent may determine to be necessary to cause the Revolving Credit Loans and funded and unfunded participations in Letters of Credit and Swingline Loans to be held pro rata by the Revolving Credit Lenders in accordance with the Revolving Credit Commitments (without giving effect to Section 2.21(a)(iv)), and reimburse each such Revolving Credit Lender for any costs of the type described in Section 2.15 incurred by any Revolving Credit Lender as a result of such purchase, 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 Borrowers 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.

(c) New Swingline Loans/Letters of Credit. So long as any Lender is a Defaulting Lender, (i) Swingline Lender shall not be required to fund any Swingline Loans unless it is satisfied that it will have no Fronting Exposure after giving effect to such Swingline Loan and (ii) no Issuing Lender shall be required to issue, extend, renew or increase any Letter of Credit unless it is satisfied that it will have no Fronting Exposure after giving effect thereto.

2.22 Refinancing Amendments.

(a) On one or more occasions after the Effective Date, the Obligors may obtain, from any Lender, Credit Agreement Refinancing Indebtedness in respect of all or any portion of the Term Loans, the Delayed Draw Term Loans (or unused DDTL Commitments) and the Revolving Credit Loans (or unused Revolving Credit Commitments) then outstanding under this Agreement (which for purposes of this Section 2.22(a) will be deemed to include any then outstanding Refinancing Term Loans or Incremental Term Loans, Refinancing Delayed Draw Term Loans or Incremental Delayed Draw Term Loans), in the form of Refinancing Term Loans, Refinancing Term Commitments, Refinancing Delayed Draw Term Loan Commitments, Refinancing Delayed Draw Term Loans, Refinancing Revolving Credit Commitments or Refinancing Revolving Credit Loans pursuant to a Refinancing Amendment; **provided** that notwithstanding anything to the contrary in this Section 2.22 or otherwise, (i) the borrowing and repayment (except for (A) payments of interest and fees at different rates on Refinancing Revolving Credit Commitments (and related outstandings), (B) repayments required upon the maturity date of the Refinancing Revolving Credit Commitments and (C) repayment made in connection with a permanent repayment and termination of commitments (subject to clause (iii) below)) of Loans with respect to Refinancing Revolving Credit Commitments after the date of obtaining any Refinancing Revolving Credit Commitments shall be made on a pro rata basis with all other Revolving Credit Commitments, (ii) subject to the provisions of Sections 2.4(e) and 2.5(s) to the extent dealing with Swing Line Loans and Letters of Credit which mature or expire after a maturity date when there exist Extended Revolving Credit Commitments with a longer maturity date, all Swing Line Loans and Letters of Credit shall be participated on a pro rata basis by all Lenders with Commitments in accordance with their percentage of the Revolving Credit Commitments (and except as provided in Sections 2.4(e) and 2.5(s), without giving effect to changes thereto on an earlier maturity date with respect to Swing Line Loans and Letters of Credit theretofore incurred or issued), (iii) the permanent repayment of Revolving Credit Loans with respect to, and termination of, Refinancing Revolving Credit Commitments after the date of obtaining any Refinancing Revolving Credit Commitments shall be made on a pro rata basis with all other Revolving Credit Commitments, except that the Obligors shall be permitted to permanently repay and terminate commitments of any such Class on a better than a pro rata basis as compared to any other Class with a later maturity date than such Class and (iv) assignments and participations of Refinancing Revolving Credit Commitments and Refinancing Revolving Credit Loans shall be governed by the same assignment and participation provisions applicable to Revolving Credit Commitments and Revolving Credit Loans.

(b) Each issuance of Credit Agreement Refinancing Indebtedness under this Section 2.22 shall be in an aggregate principal amount that is (x) not less than $1,000,000 (unless otherwise agreed by Administrative Agent) and (y) an integral multiple of $1,000,000 in excess thereof.

(c) Each of the parties hereto hereby agrees that this Agreement and the other Loan Documents may be amended pursuant to a Refinancing Amendment, without the consent of any other Lenders, to the extent (but only to the extent) necessary to (i) reflect the existence and terms of the Credit Agreement Refinancing Indebtedness incurred pursuant thereto, (ii) make such other changes to this Agreement and the other Loan Documents consistent with the provisions and intent of the second paragraph of Section 10.2 (without the consent of the Required Lenders called for therein) and (iii) effect such other amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower Representative, to effect the provisions of this Section 2.22, and the Lenders hereby expressly authorize the Administrative Agent to enter into any such Refinancing Amendment.

(d) This Section 2.22 shall supersede any provisions of this Agreement to the contrary.

2.23 Extension of Term Loans; Extension of Revolving Credit Loans.

(a) The Borrower Representative may at any time and from time to time request that all or a portion of the Term Loans (including, for the avoidance of doubt, any Delayed Draw Term Loans) of a given Class (each, an "***Existing Term Loan Tranche***") be amended or converted to extend the scheduled maturity date(s) with respect to all or a portion of any principal amount of such Term Loans (any such Term Loans which have been so amended or converted, "***Extended Term Loans***") and to provide for other terms consistent with this Section 2.23. In order to establish any Extended Term Loans, the Borrower Representative shall provide a notice to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders under the applicable Existing Term Loan Tranche) (each, a "***Term Loan Extension Request***") setting forth the proposed terms of the Extended Term Loans to be established, which shall (i) be identical as offered to each Lender under such Existing Term Loan Tranche (including as to the proposed interest rates and fees payable) and offered pro rata to each Lender under such Existing Term Loan Tranche and (ii) (except as to interest rates, fees, amortization, final maturity date, "AHYDO" payments, optional prepayments, premium, required prepayment dates and participation in voluntary prepayments, which shall be determined by the Borrower Representative and the Extending Term Lenders and set forth in the relevant Term Loan Extension Request), shall either, at the option of the Borrower Representative, (x) reflect current market terms and conditions (taken as a whole) at the time of incurrence or issuance (as determined in good faith by the Borrower Representative) or (y) be consistent with, or (taken as a whole) not materially more favorable to the lenders providing such Extended Term Loans (unless (I) the lenders under the Existing Term Loan Tranche also receive the benefit of such more restrictive terms or (II) such covenants or other provisions are applicable only to periods after the latest final maturity date of the Existing Term Loan Tranche existing at the time of such refinancing); **provided** that (1) the scheduled final maturity date shall be extended and all or any of the scheduled amortization payments of principal of the Extended Term Loans may be delayed to later dates than the scheduled amortization of principal of the Term Loans of such Existing Term Loan Tranche; **provided** that at no time shall there by Classes of Term Loans hereunder (including Refinancing Term Loans, Refinancing Delayed Draw Term Loans and Extended Term Loans) which have more than six different Maturity Dates, (with any such delay resulting in a corresponding adjustment to the scheduled amortization payments reflected in Section 2.07 or in the Joinder Agreement, as the case may be, with respect to the Existing Term Loan Tranche from which such Extended Term Loans were amended or converted, in each case as more particularly set forth in Section 2.10), (2)(A) pricing, fees, optional prepayment or redemption terms shall be determined in good faith by the Borrowers and the interest margins and floors with respect to the Extended Term Loans may be higher or lower than the interest margins and floors for the Term Loans of such Existing Term Loan Tranche, (B) the Weighted Average Life to Maturity of Extended Term Loans shall not be shorter than the Weighted Average Life to Maturity of the Term Loans, at the time of such refinancing (except by virtue of amortization or prepayment of the Term Loans prior to the time of such incurrence), and/or (C) additional fees, premiums or solely to the extent payable after the Term Loan Maturity Date, "AHYDO" payments may be payable to the Lenders providing such Extended Term Loans in addition to or in lieu of any increased margins and floors contemplated by the preceding clause (A), in each case, to the extent provided in the applicable Extension Amendment, (3) the Extended Term Loans may participate on a pro rata basis, greater than pro rata basis or less than pro rata basis in any voluntary prepayment of any Class of Term Loans hereunder and may participate on a pro rata basis or less than pro rata basis (but, except as otherwise permitted by this Agreement, not on a greater than pro rata basis) in any mandatory prepayments of any Class of Term Loans hereunder, (4) Extended Term Loans may have call protection and redemption terms as may be agreed by the Borrowers and the Lenders thereof, (5) any Extended Term Loans shall not at any time be guaranteed by any Person other than the Guarantors and shall not be secured by a Lien on any property that does not constitute Collateral and (6) to the extent that any such provision that applies after the Term Loan Maturity Date is added for the benefit of any such Indebtedness, no consent shall be required by the Administrative Agent or any of the Lenders. No Lender shall have any obligation to agree to have any of its Term Loans of any Existing Term Loan Tranche converted into Extended Term Loans pursuant to any Extension Request. Any Extended Term Loans of any Extension Series shall constitute a separate Class of Term Loans from the Existing Term Loan Tranche from which they were converted; provided, that any Extended Term Loans converted from an Existing Term Loan Class may, to the extent provided in the applicable Extension Amendment, be designated as an increase in any then outstanding Class of Term Loans other than the Existing Term Loan Class from which such Extended Term Loans were converted (in which case scheduled amortization with respect thereto shall be proportionally increased). Any Extended Term Loans amended pursuant to any Term Loan Extension Request shall be designated a series (each, a "***Term Loan Extension Series***") of Extended Term Loans for all purposes of this Agreement; provided that any Extended Term Loans amended from an Existing Term Loan Tranche may, to the extent provided in the applicable Extension Amendment, be designated as an increase in any previously established Term Loan Extension Series with respect to such Existing Term Loan Tranche (in which case scheduled amortization with respect thereto shall be proportionally increased). Each Term Loan Extension Series of Extended Term Loans incurred under this Section 2.23 shall be in an aggregate principal amount that is not less than $5,000,000 (or, if less, the entire principal amount of the Indebtedness being extended pursuant to this Section 2.23 or such other amount approved by the Administrative Agent).

(b) The Borrower Representative may at any time and from time to time request that all or a portion of the Revolving Commitments of any Class, each existing at the time of such request (each, an "***Existing Revolving Credit Commitment***" and any related Revolving Loans thereunder, "Existing Revolving Credit Loans"; each Existing Revolving Credit Commitment and related Existing Revolving Credit Loans together being referred to as an "***Existing Revolving Credit Class***") be converted to extend the termination date thereof and the scheduled maturity date(s) of any payment of principal with respect to all or a portion of any principal amount of Revolving Loans related to such Existing Revolving Credit Commitments (any such Existing Revolving Credit Commitments which have been so extended, "***Extended Revolving Credit Commitments***" and any related Revolving Loans, "***Extended Revolving Credit Loans***") and to provide for other terms consistent with this Section 2.23. In order to establish any Extended Revolving Credit Commitments, the Borrower Representative shall provide a notice to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders of the applicable Class of Existing Revolving Credit Commitments which such request shall be offered equally to all such Lenders on identical terms) (a "***Revolving Credit Loan Extension Request***") setting forth the proposed terms of the Extended Revolving Credit Commitments to be established, which, shall either, at the option of the Borrower, (A) reflect current market terms and conditions (taken as a whole) at the time of incurrence or issuance (as determined in good faith by the Borrowers) or (B) if not consistent with the terms of the applicable Existing Revolving Credit Commitments, shall not be materially more restrictive to the Obligors (as determined in good faith by the Borrower), when taken as a whole, than the terms of such Existing Revolving Credit Commitments (the "***Specified Existing Revolving Credit Commitment***") unless (x) the Lenders providing Existing Revolving Credit Loans receive the benefit of such more restrictive terms or (y) any such provisions apply after the latest maturity date of any Revolving Commitments then outstanding under this Agreement, in each case, to the extent provided in the applicable Extension Amendment; provided, however, that (w) all or any of the final maturity dates of such Extended Revolving Credit Commitments may be delayed to later dates than the final maturity dates of the Specified Existing Revolving Credit Commitments, (x) (A) the interest margins and floors with respect to the Extended Revolving Credit Commitments may be higher or lower than the interest margins and floors for the Specified Existing Revolving Credit Commitments and/or (B) additional fees and premiums may be payable to the Lenders providing such Extended Revolving Credit Commitments in addition to or in lieu of any increased margins and floors contemplated by the preceding clause (A) and (y) the commitment fee rate with respect to the Extended Revolving Credit Commitments may be higher or lower than the commitment fee rate for the Specified Existing Revolving Credit Commitment; provided, that, notwithstanding anything to the contrary in this Section 2.23 or otherwise, (1) the borrowing and repayment (other than in connection with a permanent repayment and termination of commitments) of Loans with respect to any Existing Revolving Credit Commitments shall be made on a pro rata basis with all other Existing Revolving Credit Commitments and (2) assignments and participations of Extended Revolving Credit Commitments and Extended Revolving Credit Loans shall be governed by the same assignment and participation provisions applicable to Revolving Credit Commitments. No Lender shall have any obligation to agree to have any of its Revolving Loans or Revolving Commitments of any Existing Revolving Credit Class converted into Extended Revolving Credit Loans or Extended Revolving Credit Commitments pursuant to any Revolving Credit Loan Extension Request. Any Extended Revolving Credit Commitments of any Extension Series shall be designated a series (each, a "***Revolving Credit Loan Extension Series***") of Extended Revolving Credit Loans for all purposes of this Agreement and shall constitute a separate Class of revolving credit commitments from the Specified Existing Revolving Credit Commitments; **provided** that any Extended Revolving Credit Commitments converted from an Existing Revolving Credit Commitment Class may, to the extent provided in the applicable Extension Amendment, be designated as an increase in any then outstanding Class of Revolving Commitments other than the Existing Revolving Credit Commitment Class from which such Extended Revolving Credit Commitments were converted.

(c) The Borrower Representative shall provide the applicable Extension Request at least five Business Days prior to the date on which Lenders under the Existing Term Loan Tranche or Existing Revolving Credit Commitment, as applicable, are requested to respond (or such shorter period as agreed by the Administrative Agent), and shall agree to such procedures, if any, as may be established by, or acceptable to, the Administrative Agent and the Borrower Representative, in each case acting reasonably to accomplish the purposes of this Section 2.23. Subject to Section 2.18(b), no Lender shall have any obligation to agree to have any of its Term Loans of any Existing Term Loan Tranche amended into Extended Term Loans or any of its Revolving Credit Commitments amended into Extended Revolving Credit Commitments, as applicable, pursuant to any Extension Request. Any Lender holding a Loan under an Existing Term Loan Tranche (each, an "***Extending Term Lender***") wishing to have all or a portion of its Term Loans under the Existing Term Loan Tranche subject to such Extension Request amended or converted into Extended Term Loans and any Revolving Credit Lender (each, an "***Extending Revolving Credit Lender***") wishing to have all or a portion of its Revolving Credit Commitments under the Existing Revolving Credit Commitment subject to such Extension Request amended into Extended Revolving Credit Commitments, as applicable, shall notify the Administrative Agent (each, an "***Extension Election***") on or prior to the date specified in such Extension Request of the amount of its Term Loans under the Existing Term Loan Tranche or Revolving Credit Commitments under the Existing Revolving Credit Commitment, as applicable, which it has elected to request be amended into Extended Term Loans or Extended Revolving Credit Commitments, as applicable (subject to any minimum denomination requirements imposed by the Administrative Agent). In the event that the aggregate principal amount of Term Loans under the Existing Term Loan Tranche or Revolving Credit Commitments under the Existing Revolving Credit Commitment, as applicable, in respect of which applicable Term Lenders or Revolving Credit Lenders, as the case may be, shall have accepted the relevant Extension Request exceeds the amount of Extended Term Loans or Extended Revolving Credit Commitments, as applicable, requested to be extended pursuant to the Extension Request, Term Loans or Revolving Credit Commitments, as applicable, subject to Extension Elections shall be amended to Extended Term Loans or Revolving Credit Commitments, as applicable, on a pro rata basis (subject to rounding by the Administrative Agent, which shall be conclusive) based on the aggregate principal amount of Term Loans or Revolving Credit Commitments, as applicable, included in each such Extension Election.

(d) Extended Term Loans and Extended Revolving Credit Commitments shall be established pursuant to an amendment (each, an "***Extension Amendment***") to this Agreement among the Borrower Representative, the Administrative Agent and each Extending Term Lender or Extending Revolving Credit Lender, as applicable, providing an Extended Term Loan or Extended Revolving Credit Commitment, as applicable, thereunder, which shall be consistent with the provisions set forth in Section 2.23(a) or 2.23(b) above, respectively (but which shall not require the consent of any other Lender). The effectiveness of any Extension Amendment shall be subject to the satisfaction (or waiver) on the date thereof each of the conditions set forth in Section 4.2 and, to the extent reasonably requested by the Administrative Agent, receipt by the Administrative Agent of (i) customary legal opinions, board resolutions and officers' certificates certifying such resolutions and (ii) reaffirmation agreements and/or such amendments to the Security Documents as may be reasonably requested by the Administrative Agent in order to ensure that the Extended Term Loans or Extended Revolving Credit Commitments, as applicable, are provided with the benefit of the applicable Loan Documents. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Extension Amendment. Each of the parties hereto hereby agrees that this Agreement and the other Loan Documents may be amended pursuant to an Extension Amendment, without the consent of any other Lenders, to the extent (but only to the extent) necessary to (i) reflect the existence and terms of the Extended Term Loans or Extended Revolving Credit Commitments, as applicable, incurred pursuant thereto, (ii) modify the scheduled repayments set forth in Section 2.10 with respect to any Existing Term Loan Tranche subject to an Extension Election to reflect a reduction in the principal amount of the Term Loans thereunder in an amount equal to the aggregate principal amount of the Extended Term Loans amended pursuant to the applicable Extension (with such amount to be applied ratably to reduce scheduled repayments of such Term Loans required pursuant to Section 2.9), (iii) modify the prepayments set forth in Section 2.10 to reflect the existence of the Extended Term Loans and the application of prepayments with respect thereto, (iv) make such other changes to this Agreement and the other Loan Documents (without the consent of the Required Lenders called for therein) and (v) effect such other amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower Representative, to effect the provisions of this Section 2.23, and the Required Lenders hereby expressly authorize the Administrative Agent to enter into any such Extension Amendment.

(e) No conversion of Loans pursuant to any Extension in accordance with this Section 2.23 shall constitute a voluntary or mandatory payment or prepayment for purposes of this Agreement. This Section 2.23 shall supersede any provisions herein to the contrary.

3. REPRESENTATIONS AND WARRANTIES

Holdings (solely in respect of itself and Section 3.1, 3.2, 3.3, 3.8, 3.17 and 3.22), the Borrowers and each other Obligor represents and warrants (with each representation and warranty being deemed in effect after giving effect to the Transactions) to the Administrative Agent, the Lenders, and Issuing Lender that on the Effective Date and on such other dates as such representations and warranties are required to be made:

3.1 Organization; Powers. Each of the Obligors is (a) duly organized, validly existing, and, if applicable in its jurisdiction of organization, in good standing or the equivalent status under the laws of the jurisdiction of its organization, (b) except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, has all requisite corporate or similar power and authority and all governmental licenses, permits, water rights, authorizations, and other approvals and entitlements to own and operate its property, to lease or sublease any property its operates, to occupy any property it occupies, and to carry on its business as now conducted and as contemplated to be conducted by it upon and following the consummation of the Transactions, (c) has all requisite corporate or similar power and authority to execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (d) except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is duly qualified or licensed and is in good standing as a foreign corporation or other company, and authorized to do business, in each jurisdiction in which the characters of its properties or the nature of its business requires such qualification or authorization.

3.2 **Authorization; Enforceability**. The execution, delivery and performance by each Obligor of the Loan Documents and the documents related to the Transactions occurring on the Effective Date to which it is a party and the performance of each Obligor's obligations thereunder are within each Obligor's requisite powers and have been duly authorized by all necessary corporate, limited liability company or other organizational action, and, if required, by all necessary action by holders of Equity Interests in each such Obligor. The Loan Documents to which each Obligor is a party have been duly executed and delivered by such Obligor and constitute, a legal, valid and binding obligation of such Obligor, enforceable against such Obligor in accordance with its terms, except as such enforceability may be limited by (a) Debtor Relief Laws or similar laws of general applicability affecting the enforcement of creditors' rights. (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (c) the effect of foreign laws, rules and regulations as they relate to pledges of Equity Interests in or Indebtedness owed by Foreign Subsidiaries.

3.3 **Governmental Approvals; No Conflicts**. The execution, delivery and performance by each Obligor of the Loan Documents to which it is a party and the documents related to the Transactions to which it is a party and the performance of each Obligor's obligations thereunder (a) do not require any consent, authorization or approval of, registration or filing with, notice to, or any other action by, any Governmental Authority, except for (i) such as have been obtained or made and are in full force and effect, (ii) filings and recordings in respect of the Liens created pursuant to the Security Documents and (iii) those that would not reasonably be expected to result in a Material Adverse Effect, (b) will not violate (x) any applicable law or regulation applicable to any Obligor or its Restricted Subsidiaries or (y) the Organizational Documents of any Obligor or any of its Restricted Subsidiaries, in the case of clause (x), that would reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, (c) [reserved], (d) will not conflict with or result in a breach or contravention of, any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which any Obligor or any of its Restricted Subsidiaries is a party or affecting such Person or its properties that would reasonably be expected to result in a Material Adverse Effect, and (e) except for the Liens created pursuant to the Security Documents or Permitted Encumbrances, will not result in the creation or imposition of any Lien on any asset of any Obligor or any of its Restricted Subsidiaries.

3.4 Financial Condition; No Material Adverse Change.

(a) Financial Condition. The Borrower Representative has heretofore furnished to the Administrative Agent and Lenders (i) the audited balance sheet of the Company, as of December 28, 2020, and the related audited statements of operations and comprehensive loss, members' equity and cash flows of the Company for the year then ended, (ii) an unaudited interim balance sheet of the Company as of April 26, 2021 and the related unaudited interim statements of operations and comprehensive loss, members' equity and cash flows of the Company for (x) the four-month period ended April 26, 2021 and (y) each subsequent fiscal quarter ended at least forty-five (45) days prior to the Effective Date (in respect of this clause (y), to the extent provided under the Surf Merger Agreement), (iii) a pro forma consolidated balance sheet and related statements of income of Holdings and its subsidiaries, as of April 26, 2021, prepared after giving effect to the Transactions as if the Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of the statement of income), (iv) the audited balance sheets of Vive Organic as of December 31, 2021 and December 30, 2020 and the related audited statements of operations and of cash flows of Vive Organic for the years then ended and (v) the unaudited balance sheet of Vive Organic as of August 31, 2022 and the related statements of operations and cash flows of Vive Organic for the eight-month period then ended, in each case prepared on a consolidated basis in conformity in all material respects with GAAP; provided, that in each case, no financial statements or pro forma financial statements shall be required to include adjustments for purchase accounting (including adjustments of the type contemplated by Financial Accounting Standards Board Accounting Standards Codification 805, Business Combinations (formerly SFAS 141R)). Such financial statements or financial information present fairly in all material respects the financial position and results of operations and cash flows of the Company and as of such dates and for such period in accordance with GAAP (where applicable) in all material respects, subject to year-end audit adjustments and the absence of footnotes in the case of any such unaudited financial statements.

(b) No Material Adverse Change. Since July 7, 2021, no events have occurred that either individually or in the aggregate would reasonably be expected to have or cause a Material Adverse Effect.

3.5 Properties.

(a) Property Generally. Each Borrower and its Restricted Subsidiaries has (a) good and legal title to (in the case of fee interests in real property), (b) valid leasehold interests in (in the case of leasehold interests in real or personal property), and (c) good and marketable title to (or in the case of all other personal property, rights in), all of their respective assets, except for (i) Permitted Encumbrances, or (ii) minor defects in title to property that do not materially interfere with its ability to conduct its business as currently conducted or to use such property for their intended purposes and (iii) as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect. All such assets are free and clear of Liens except for Permitted Encumbrances.

(b) Intellectual Property. (i) Each Borrower and its Restricted Subsidiaries owns, or is licensed or otherwise has rights to use, all trademarks, tradenames, copyrights, patents and other intellectual property reasonably necessary to the operation of its business, and, (ii) to its knowledge, the use thereof by any Borrower and its Restricted Subsidiaries does not infringe upon the rights of any other Person, in each case of (i) and (ii), except as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

3.6 Litigation. Actions, Suits and Proceedings. There are no actions, suits, investigations or proceedings by or before any arbitrator or Governmental Authority now pending against or, to the knowledge of any Borrower or Restricted Subsidiary, threatened against any Borrower or any of its Restricted Subsidiaries (i) that involve any of the Loan Documents or any of the Transactions contemplated hereby or thereby, or (ii) that have a reasonable likelihood of adverse determination and such determination could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, except for matters disclosed on Schedule 3.6.

3.7 Compliance with Laws. No Borrower nor any Restricted Subsidiary nor any of their respective products is subject to, in violation of, or in default with respect to, any judgments, laws (including without limitation the Food and Agriculture Law), regulations, orders, writs, injunctions and decrees of any Governmental Authority applicable to it or its property that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. As of the Effective Date, there are no existing Liens pursuant to Growers' Lien Laws. As of the Effective Date, Borrowers and their Subsidiaries are in compliance in all material respects with all notifications, instructions and payment obligations received from creditors of Protected Vendors delivered pursuant to Growers' Lien Laws.

3.8 Investment Company Status. None of the Borrowers, Holdings or any of their Restricted Subsidiaries is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

3.9 Taxes. Except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, each Obligor and its Restricted Subsidiaries have filed or caused to be filed all federal, state, local and non-U.S. Tax returns and reports required to have been filed by them by their respective due dates (including any extensions) and have paid or caused to be paid all Taxes shown therein to be due and have paid all other Taxes, except (a) Taxes that are being contested in good faith by appropriate proceedings diligently conducted and for which such Person has set aside on its books adequate reserves in accordance with the GAAP or (b) Taxes which are not yet delinquent for a period of more than thirty (30) days. There is no tax assessment, to the knowledge of any Obligor, that has been proposed or threatened in writing, against any Obligor or any of its Restricted Subsidiaries that has not been finally resolved and would, if paid in full, be reasonably expected to have a Material Adverse Effect. No Obligor nor any Restricted Subsidiary thereof is party to any tax sharing agreement (other than any agreement entered into in the ordinary course of business the primary purpose of which is not related to Taxes).

3.10 ERISA. Except as set forth on Schedule 3.10, as of the Effective Date, no Borrower nor any of its Restricted Subsidiaries is party to or bound to any Multiemployer Plan. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would result in a Material Adverse Effect. No Borrower or Restricted Subsidiary is nor will be (a) an employee benefit plan subject to ERISA, (b) a plan or account subject to Section 4975 of the Code; (c) an entity deemed to hold "plan assets" of any such plans or accounts for purposes of ERISA or the Code; or (d) a "governmental plan" within the meaning of ERISA.

3.11 Disclosure.

(a) The Borrower Representative has delivered to the Administrative Agent and the Lenders the Borrowers' projected consolidated profit and loss statements and summary cash flow statements prepared on an annual basis for its 2021 through 2025 Fiscal Years. Such projections and all other financial projections and forecasts delivered to the Administrative Agent and the Lenders in connection with this Agreement have been prepared by the Borrowers in good faith based upon reasonable assumptions believed by the Borrowers to be reasonable at the time made available to the Administrative Agent and the Lenders, it being recognized by Administrative Agent and the Lenders that such projections are as to future events and are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond the Borrowers' control, that no assurance can be given that any particular projection will be realized, and that actual results during the period or periods or covered by such projections may differ significantly from the projected results and such differences may be material.

(b) All information (other than the projections and forecasts described in Section 3.11(a), forward-looking statements, budgets, estimates and information of a general economic or industry nature) furnished by or on behalf of any Obligor, to the Administrative Agent or any Lenders in connection with the transactions contemplated hereby and the negotiation of this Agreement and the other Loan Documents or delivered hereunder or thereunder (as modified or supplemented by other information so furnished) is, when furnished and taken as a whole, does not or will not, when furnished and taken as a whole, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading.

(c) As of the Effective Date, the information included in the Beneficial Ownership Certification delivered by the Borrower Representative pursuant to Section 4.1(j) is true and correct in all material respects.

3.12 Federal Reserve Regulations; Use of Credit. The Borrowers are not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock, and no proceeds of any Borrowings or drawings under any Letter of Credit will be used for any purpose that violates Regulation T, U or X of the Board of Governors of the United States Federal Reserve System.

3.13 [Reserved].

3.14 Existing Subsidiaries. Set forth on Schedule 3.14 is a complete and correct list of all of the Subsidiaries of Holdings, the Borrowers and their respective Subsidiaries as of the Effective Date, together with, for each such Subsidiary, (i) the jurisdiction of organization, of such Subsidiary; (ii) each Person holding Equity Interests in such Subsidiary; (iii) the Equity Interests issued by such Subsidiary; (iv) the Equity Interests held by each such Person; and (v) the percentage of ownership of such Subsidiary represented by such Equity Interests.

3.15 Real Property. Set forth on Part 1 of Schedule 3.15 is a complete and correct list, as of the Effective Date, of all of the Material Real Property owned by any Company, indicating in each case the use of the respective property, the identity of the owner, and the location of the respective property. As of the Effective Date, except as set forth on Part 2 of Schedule 3.15, no Mortgaged Property owned by an Obligor has Improvements located in an area identified as having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968.

3.16 Environmental Matters. Except as set forth on Schedule 3.16, each Borrower and its Restricted Subsidiaries has obtained all permits, licenses, and other authorizations required under all Environmental Laws to carry on its business, except to the extent failure to have any such permit, license, or authorization would not (either individually or in the aggregate) reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 3.16, each of such permits, licenses, and authorizations is in full force and effect and each Obligor and its Restricted Subsidiaries is in compliance with the terms and conditions thereof, and is also in compliance with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules, and timetables contained in any applicable Environmental Law, except to the extent failure to comply therewith would not (either individually or in the aggregate) reasonably be expected to have a Material Adverse Effect.

In addition, except as set forth in Schedule 3.16:

(a) There are no claims, actions, suits, investigations, or proceedings asserted against or, to any Borrower's or Restricted Subsidiary's knowledge, threatened against, the Borrower or any of its Restricted Subsidiaries, nor has the Borrower or any of the Restricted Subsidiaries received any written notice, notification, demand, potentially responsible party letter, request for information, citation, summons or order from any Governmental Authority or third party alleging potential liability of the Borrower or any of its Restricted Subsidiaries under any Environmental Law in connection with the conduct of the business of such Borrower or any of its Restricted Subsidiaries or with respect to any generation, treatment, storage, recycling, transportation, discharge or disposal, release or threatened release of any Hazardous Materials, excluding any matter that would not (either individually or in the aggregate) reasonably be expected to have a Material Adverse Effect.

(b) Except as would not (either individually or in the aggregate) be reasonably expected to have a Material Adverse Effect, (i) no Borrower or any of its Restricted Subsidiaries owns, operates or leases a treatment, storage or disposal facility requiring a permit under the Resource Conservation and Recovery Act of 1976, or under any comparable state or local statute; (ii) there are no underground storage tanks or surface impoundments for Hazardous Materials, active or abandoned, at any site or facility now or, to any Borrower's knowledge, previously owned, operated or leased by any Borrower or any of its Restricted Subsidiaries; (iii) there has been no release or threatened release of any Hazardous Materials at, from, on or under any site or facility now or, to any Borrower's or Restricted Subsidiary's knowledge, previously owned, operated or leased by any Borrower or any of its Restricted Subsidiaries in quantities or concentrations requiring remediation by any Borrower or any Restricted Subsidiary under applicable Environmental Law; and (iv) no Borrower or any of its Restricted Subsidiaries has contractually assumed any liability or obligation of any other person under or relating to any applicable Environmental Law.

(c) No written notification of a release of a Hazardous Material has been filed by or on behalf of any Borrower or any of its Restricted Subsidiaries that would reasonably be expected to result (either individually or in the aggregate) in a Material Adverse Effect and no site or facility now or, to any Borrower's or Restricted Subsidiary's knowledge, previously owned, operated or leased by any Borrower or any of its Restricted Subsidiaries is listed or, to any Borrower's or Restricted Subsidiary's knowledge, proposed for listing on the National Priorities List ("NPL") under CERCLA, listed for possible inclusion on the NPL by the Environmental Protection Agency in the Superfund Enterprise Management System, as provided for by 40 C.F.R. § 300.5, or any similar state list requiring investigation or clean-up by any Obligor or any of its Restricted Subsidiaries, except for such listing that would not reasonably be expected to result (either individually or in the aggregate) in a Material Adverse Effect.

3.17 Sanctions/Anti-Corruption Representations.

(a) Each Obligor and its subsidiaries are in compliance in all material respects with all applicable Anti-Terrorism Laws, Anti-Corruption Laws, and laws relating to Sanctions, including all those applicable in the jurisdictions in which Obligor and its Subsidiaries conduct business. No Obligor nor any of its Subsidiaries is in material violation of any Anti-Terrorism Laws, Anti-Corruption Laws or Sanctions or is engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in any Anti-Terrorism Laws, Anti-Corruption Laws or Sanctions.

(b) No Obligor nor any of its Subsidiaries, nor any director, officer, nor to its knowledge, any other employee, agent or representative of any Obligor, is a Person (each such Person, a "***Sanctioned Person***") that is, or is owned or controlled by Persons that are: (i) the subject of any Sanctions, or (ii) located, organized or resident in a country, region or territory that is, or whose government is, the subject of Sanctions (currently, as of the date of this Agreement, the Region of Crimea, Cuba, Iran, North Korea, Venezuela and Syria).

(c) No Obligor nor any of its Subsidiaries, nor any director, officer, nor to its knowledge, any other employee, agent or representative of any Obligor, is engaging in any dealings or transactions with any Sanctioned Person, or in any country or territory, that at the time of the dealing or transaction is, or whose government is, the subject of Sanctions (currently, as of the date of this Agreement, the Region of Crimea, Cuba, Iran, North Korea, Venezuela and Syria), in violation of Sanctions.

3.18 Insurance. The properties of each Borrower and its Restricted Subsidiaries are insured with financially sound and reputable insurance companies, in such amounts, in the good faith determination of the Borrowers and giving effect to any self-insurance, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where any Borrower or the applicable Subsidiary operates, in each case, in accordance with Section 5.5.

3.19 Labor Matters. Except as set forth on Schedule 3.19, as of the Effective Date no Borrower nor any of its Restricted Subsidiaries are party to or bound by any collective bargaining agreement. There are no strikes, lockouts, work stoppages or other labor disputes against any Borrower or any of its Restricted Subsidiaries, or, to the best of any Borrower's knowledge, threatened against or affecting any Borrower or any of its Restricted Subsidiaries, in each case, which could reasonably be expected to result in a Material Adverse Effect. Each Obligor has paid in all material respects all wages required and due and payable to its employees except where the failure to do so could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

3.20 Solvency. On the Effective Date, the Borrowers together with their Restricted Subsidiaries on a consolidated basis, are Solvent.

3.21 [Reserved].

3.22 Security Documents. The provisions of the Security Documents (taken as a whole) are, or will be at the time of execution and delivery thereof, effective to create in favor of Administrative Agent for the benefit of the Secured Parties a valid and enforceable (except as such enforceability may be limited by (a) Debtor Relief Laws or similar laws of general applicability affecting the enforcement of creditors' rights. (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (c) the effect of foreign laws, rules and regulations as they relate to pledges of Equity Interests in or Indebtedness owed by Foreign Subsidiaries) first-priority Lien (subject only to Permitted Encumbrances) on all right, title and interest of each Obligor in the Collateral described therein. When all appropriate filings or recordings are made in the appropriate offices or other perfection action taken as contemplated hereby and by the Security Documents, the Liens created by each such Security Document will constitute fully perfected first priority Liens (subject only to Permitted Encumbrances) on and security interests in all right, title and interest of the Obligors in such Collateral subject to the limitations and exceptions set forth in the Security Documents.

4. CONDITIONS PRECEDENT.

4.1 Effective Date. The obligations of the Lenders to make Loans and of Issuing Lender to issue Letters of Credit hereunder shall not become effective until the date on which Administrative Agent shall have received each of the following, in each case reasonably satisfactory to the Administrative Agent (and to the extent specified below, to each Lender) in form and substance:

(a) Executed Counterparts. From each party thereto, a counterpart of this Agreement and the other Loan Documents to be executed and delivered as of the Effective Date, signed and delivered on behalf of such party.

(b) Opinions of Counsel to Obligor. Customary legal opinion (addressed to the Administrative Agent, the Lenders and Issuing Lender and dated the Effective Date) of Kirkland & Ellis LLP, counsel the Obligors.

(c) Corporate Documents. Such documents and certificates as Administrative Agent may reasonably request relating to the organization, existence and good standing of each Obligor as of the Effective Date, the authorization of the Transactions, the identity, authority and capacity of each Responsible Officer authorized to act on behalf of an Obligor in connection with the Loan Documents, this Agreement, the other Loan Documents or the Transactions.

(d) Security Documents. (i) The Security Agreement, duly executed and delivered by the Obligors and the Administrative Agent, (ii) certificates, if any, representing the Equity Interests required to be pledged under the Security Agreement accompanied by undated stock or comparable powers executed in blank, and (iii) proper financing statements (Form UCC-1 or the equivalent) for filing under the UCC or other appropriate filing offices of each jurisdiction as may be necessary to perfect the security interests purported to be created by the foregoing Security Agreement; **provided**, however, that, the satisfaction of the requirement set forth in clause (ii) above, after the Borrower Representative's use of commercially reasonable efforts to provide such items on or prior to the Effective Date without undue burden or expense, shall not constitute conditions precedent to the Borrowing on the Effective Date but shall instead be delivered by the Borrower Representative within 90 days after the Effective Date (subject to extensions approved by the Administrative Agent in its reasonable discretion).

(e) Solvency. A solvency certificate from the chief executive officer, chief financial officer or other officer with equivalent duties of the Borrower Representative in the form of Exhibit 4.1.

(f) Repayment of Existing Indebtedness. Evidence that all existing third party debt for borrower money of the Company under the Existing Indebtedness (other than Indebtedness permitted by Section 6.1 hereof) shall have been (or shall be substantially simultaneously) repaid, redeemed, defeased, discharged, refinanced, replaced or termination and all commitments thereunder shall have been (or shall be substantially simultaneously) terminated and all liens and guarantees thereunder shall have been (or shall be substantially simultaneously) released or terminated.

(g) Administrative Agent and, if applicable, Issuing Lender or Swingline Lender shall have received a Borrowing Request.

(h) Financial Statements. The financial statements and financial information referred to in Sections 3.4(a) and 3.11(a).

(i) Fees. Evidence that the Borrowers shall have paid (or shall pay substantially concurrently with the funding of the initial Borrowings under this Agreement on the Effective Date) all accrued fees that are required to be paid on the Effective Date under the terms of the Fee Letter, to the extent invoiced at least three (3) Business Days prior to or on the Effective Date, expenses of Administrative Agent required to be paid on Effective Date pursuant to the Commitment Letter, including the fees, charges and disbursements of King & Spalding LLP, special New York counsel to the Administrative Agent, in connection with the negotiation, preparation, execution and delivery of the Loan Documents (directly to such counsel if requested by Administrative Agent).

(j) Know Your Customer Requirements. The Administrative Agent shall have received, at least three (3) business days before the Effective Date, (i) all documentation and other information about the Obligors and their subsidiaries that shall have been reasonably requested by the Administrative Agents or the Lead Arranger at least ten (10) business days prior to the Effective Date and that the Administrative Agent and the Lead Arranger reasonably determine is required by applicable regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act and (ii) to the extent any Borrower or any Guarantor qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a certificate regarding beneficial ownership as required by the Beneficial Ownership Regulation with respect to such Borrower or such Guarantor which certification shall be substantially similar in form and substance to the form of Certification Regarding Beneficial Owners of Legal Entity Customers published jointly, in May 2018, by the Loan Syndications and Trading Association and Securities Industry and Financial Markets Association, that in each case has been requested at least ten (10) business days prior to the Effective Date.

(k) Material Adverse Effect. Since July 7, 2021, no "Material Adverse Effect" (as defined in the Surf Merger Agreement) shall have occurred.

(l) Consummation of the Acquisition. Substantially simultaneously with the funding of the initial Borrowings under this Agreement on the Effective Date, the Acquisition shall be consummated in all material respects in accordance with the terms of the Surf Merger Agreement, but without giving effect to any alteration, amendment, change, supplement, waiver or consent that is materially adverse to the interests of the Lead Arranger, in any such case without the consent of the Lead Arranger (such consent not to be unreasonably withheld, delayed or conditioned and provided that the Lead Arranger shall be deemed to have consented to such waiver, amendment, consent or other modification unless it shall object thereto within three (3) business days after written notice of such waiver, amendment, supplement, consent or other modification) (it being understood (a) any change to the definition of "Material Adverse Effect" or the "Xerox" provisions contained in the Surf Merger Agreement shall be deemed to be material and adverse to the Lead Arranger, (b) any reduction to the purchase price shall be deemed not to be materially adverse to the interests of the Lenders if such reduction (i) does not, in the aggregate, exceed 15% of the purchase price set forth in the Surf Merger Agreement as of July 7, 2021 or (ii) is equal to or in excess of 15% of the purchase price set forth in the Surf Merger Agreement as of July 7, 2021 and is applied (1) first, at the option of the Initial Borrower, to a reduction of the Sponsor Equity Contribution and (2) thereafter, to a reduction in the amount of the Initial Term Loans and the Equity Contribution on a pro rata basis, (c) any increase in the purchase price shall not be deemed to be materially adverse to the interests of the Lenders if such increase is funded with an increase in the aggregate amount of the Sponsor Equity Contribution and (d) any purchase price adjustment contemplated by the Surf Merger Agreement (including any working capital purchase price adjustment) shall not be considered an amendment or waiver of the Surf Merger Agreement).

(m) Specified Purchase Agreement Representations. The Specified Purchase Agreement Representations shall be true and correct in all material respects (or to the extent as of a specified earlier date, true and correct in all material respects as of such date).

(n) Sponsor Equity Contribution. Prior to or substantially simultaneously with the funding of the initial Borrowings under this Agreement on the Effective Date, Holdings shall have received the Sponsor Equity Contribution.

(o) Specified Representations. With respect to the funding of the initial Borrowings on the Effective Date, the Specified Representations shall be true and correct in all material respects (unless any such representation or warranty is qualified as to materiality or Material Adverse Effect, in which case such representation and warranty shall be true and correct in all respects) on and as of the Effective Date, both before and immediately after giving effect thereto, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (unless any such representation or warranty is qualified as to materiality or Material Adverse Effect, in which case such representation and warranty shall be true and correct in all respects) as of such earlier date.

Administrative Agent shall notify the Borrower Representative, Issuing Lender and the Lenders of the Effective Date, and such notice shall be conclusive and binding. 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 Administrative Agent shall have received notice from such Lender prior to the proposed Effective Date specifying its objection thereto.

4.2 Each Credit Event. The obligation of each Lender to make a Loan after the Effective Date (including any Delayed Draw Term Loan, Incremental Term Loan, and/or Incremental Delayed Draw Term Loan), and of Issuing Lender to issue, amend, renew or extend any Letter of Credit, is subject to the satisfaction of the following conditions:

(a) the representations and warranties of each Obligor set forth in this Agreement and of the other Loan Documents to which it is a party, shall be true and correct in all material respects (unless any such representation or warranty is qualified as to materiality or Material Adverse Effect, in which case such representation and warranty shall be true and correct in all respects) on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable, both before and immediately after giving effect thereto, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (unless any such representation or warranty is qualified as to materiality or Material Adverse Effect, in which case such representation and warranty shall be true and correct in all respects) as of such earlier date, and except that for purposes of this Section 4.2, the representations and warranties contained in Section 3.4(a) shall be deemed to refer to the most recent statements furnished pursuant to Sections 5.1(a) and 5.1(b), respectively;

(b) at the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default shall have occurred and be continuing;

(c) with respect to Revolving Credit Loans or the issuance of any Letter of Credit, at the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, the total Revolving Credit Exposures shall not exceed the total Revolving Credit Commitments;

(d) Administrative Agent and, if applicable, the Issuing Lender or the Swingline Lender shall have received a Borrowing Request or a notice requesting the issuance, amendment, renewal, or extension of such Letter of Credit, as the case may be, in each case, in accordance with the requirements of this Agreement;

(e) with respect to Fourth Amendment Delayed Draw Term Loans, the amount of the proposed Fourth Amendment Delayed Draw Term Loans to be made on such date would not exceed the Fourth Amendment Delayed Draw Term Loan Commitments; and

(f) with respect to Fourth Amendment Delayed Draw Term Loans, as of the last day of the most recently ended Reference Period, the Consolidated Net Leverage Ratio (recomputed on a *pro forma* basis, and for the avoidance of doubt, not disregarding any Loans funded substantially concurrently pursuant to the Fourth Amendment Delayed Draw Term Loan Commitments (it being understood and agreed that the proceeds of any Fourth Amendment Delayed Draw Term Loans shall not be netted for purposes of this calculation)) shall not exceed 5.25 to 1.00.

Each making of a Loan and each issuance, amendment, renewal, or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrowers on the date thereof as to the matters specified in clauses (a), (b) and (c) of this Section 4.2.

To the extent that proceeds of a Fourth Amendment Delayed Draw Term Loan are used to finance a Limited Condition Transaction, the requirements of paragraphs (a) and (b) in this Section 4.2 are subject to the limitations relating to a Limited Condition Transaction.

5. AFFIRMATIVE COVENANTS

So long as any Commitment is outstanding and thereafter until all Obligations are Fully Satisfied, each Obligor covenants and agrees with Administrative Agent, Issuing Lender and the Lenders that:

5.1 Financial Statements and Other Information. The Borrower Representative will furnish to the Administrative Agent (for distribution to each Lender):

(a) within 120 days after the end of each Fiscal Year, (i) commencing with the Fiscal Year ending December 27, 2021, the consolidated balance sheet and related statements of operations, members' equity and cash flows of the Company and its Subsidiaries, as of the end of and for such year, setting forth, in each case, commencing with the Fiscal Year ending December 26, 2022, in comparative form the figures for the previous Fiscal Year audited by Moss Adams LLP, KPMG or another independent public accountants of recognized national or regional standing (without a "going concern" or substantially similar qualification or exception and without any qualification or exception as to the scope of such audit (except for any such qualification pertaining to (x) the maturity of any Indebtedness occurring within twelve (12) months of the relevant audit, (y) any actual or prospective default under any financial covenant or (z) the activities, operations, financial results, assets or liabilities of Unrestricted Subsidiaries) to the effect that such consolidated financial statements present fairly in all materials respects the financial condition and results of operations of the Company and its Subsidiaries on a consolidated basis in accordance in all material respects with GAAP consistently applied, except as noted therein and (ii) a certification of a Responsible Officer of the Company that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Company and the applicable Subsidiaries for such Fiscal Year on a consolidated basis in accordance with GAAP consistently applied; **provided**, **however**, that for the Fiscal Year ending December 27, 2021 only, the consolidated financial statements required pursuant to this clause (a) may be provided within 150 days after the end of such Fiscal Year.

(b) within 45 days after the end of each of the first three Fiscal Quarters of each Fiscal Year (and for the fourth Fiscal Quarter of the 2021 Fiscal Year only) commencing with the Fiscal Quarter ending December 27, 2021, (i) the consolidated balance sheet and related statements of operations and cash flows of the Company and its Subsidiaries as of the end of and for such Fiscal Quarter and the then elapsed portion of the Fiscal Year, setting forth in each case, commencing with the Fiscal Quarter ending March 27, 2023 in comparative form the figures for (or, in the case of the balance sheet, as of the end of) the corresponding period or periods of the previous Fiscal Year and (ii) a certification of a Responsible Officer of the Company that such consolidated financial statements present fairly the financial condition and results of operations of the Company and the applicable Subsidiaries, on a consolidated basis for such period in accordance in all material respects with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes; **provided**, **however**, that for the Fiscal Quarters ending September 27, 2021, December 27, 2021, March 28, 2022 and September 30, 2024 only, the consolidated financial statements required pursuant to this clause (b) may be provided within 60 days after the end of such Fiscal Quarter;

(c) concurrently with any delivery of financial statements under clause (a) or (b) of this Section, a certificate in substantially the form of Exhibit 5.1 of a Responsible Officer of the Borrower Representative (a "***Compliance Certificate***") (i) certifying as to whether a Default exists and, if a Default exists, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations of the Financial Covenant and, to the extent required to be tested for such period, whether the Borrowers were in compliance with the Financial Covenant for such period, and (iii) stating whether any change in GAAP or in the application thereof that has an impact on the financial statements of the Company and its Subsidiaries or the calculation of the Financial Covenant hereof has occurred since the date of the audited financial statements referred to in Section 3.4 and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(d) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Borrowers or any of its Restricted Subsidiaries with the SEC, or with any national securities exchange, or any financial statements (including any related management discussion and analysis) distributed by the Borrowers to any holder of Material Indebtedness of the Borrowers or any of its Restricted Subsidiaries pursuant to the terms of any indenture, loan or credit or similar agreement and not otherwise required to be furnished hereunder, as the case may be;

(e) [reserved];

(f) [reserved];

~~(e) prior to an Initial Public Offering, concurrently with the delivery of the financial statements under clauses (a) and (b) of this Section, a management discussion and analysis with respect to such financial statements;~~

~~(f) prior to an Initial Public Offering, as soon as available, but in any event no more than 90 days after the end of each Fiscal Year commencing with the Fiscal Year ending December 27, 2021, an annual consolidated plan, budget and financial projection of the Company and its Restricted Subsidiaries on a consolidated basis, including forecasts prepared by management of the Borrowers in form consistent with past practice, of consolidated balance sheets and statements of income or operations and cash flows of the Company and its Restricted Subsidiaries on a quarterly basis for such Fiscal Year, which shall state the material assumptions used in preparation thereof;~~

(g) promptly after any request by Administrative Agent or any Lender (through Administrative Agent) (subject in each case to any confidentiality restrictions not entered into in contemplation hereof), copies of any detailed audit reports, final management letters or recommendations submitted to the board of directors (or the audit committee of the board of directors) of any Obligor by independent accountants in connection with the accounts or books of any Obligor or any of its Restricted Subsidiaries, or any audit of any of them;

(h) concurrently with the delivery of the financial statements under clause (a) and (b) of this Section, consolidating financial statements of the Borrowers and their Subsidiaries that eliminate the accounts of Unrestricted Subsidiaries;

(i) [reserved];

(j) [reserved];

(k) promptly following any request therefor, such other information and reports regarding each Obligor or any of its Subsidiaries, or compliance with the terms of this Agreement and the other Loan Documents, as Administrative Agent or any Lender (through Administrative Agent) may reasonably request (other than any such information or reports that are subject to attorney-client privilege, third-party confidentiality obligations not entered into in contemplation hereof, trade secrets, non-financial proprietary information or applicable law); and

Documents required to be delivered pursuant to this Section 5.1 may be delivered electronically and if so, shall be deemed to have been delivered on the date on which such documents are posted electronically by any Obligor or on such Obligor's behalf on the Platform to which each Lender and the Administrative Agent have access or on the Company's website; **provided** that: (i) the Borrower Representative shall deliver paper copies of such documents to the Administrative Agent for any Lender who requests the Borrower Representative to deliver such paper copies until written request to cease delivering paper copies is given by Administrative Agent or such Lender; (ii) the Borrower Representative shall notify (which may be by facsimile or electronic mail) Administrative Agent and each Lender of the posting of any such documents and provide to the Administrative Agent by email electronic versions (*i.e.* soft copies) of such documents; and (iii) upon written request by Administrative Agent, the Borrower Representative shall provide paper copies of the Compliance Certificate required by clause (c) of this Section 5.1 to the Administrative Agent. Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event, shall have no responsibility to monitor compliance by the Borrowers with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

Notwithstanding the foregoing, the obligations in Section 5.1(a) and 5.1(b) may be satisfied with respect to financial information of Holdings and the Restricted Subsidiaries by furnishing (I) the applicable financial statements of Holdings (or any direct or indirect parent of Holdings) or (II) Holdings' (or any direct or indirect parent thereof), as applicable, Form 10-K or 10-Q, as applicable filed with the SEC; **provided** that, with respect to the foregoing clauses (I) and (II), (i) to the extent such information relates to Holdings or a parent of Holdings, such information is accompanied by information that explains in reasonable detail the differences between the information relating to Holdings (or such parent), on the one hand, and the information relating to the Borrowers and the Restricted Subsidiaries on a standalone basis, on the other hand and (ii) to the extent such information is in lieu of information required to be provided under Section 5.1(a), such materials are accompanied by a report of independent public accountants of nationally or regionally recognized standing and shall not be subject to any "going concern" or substantially similar qualification or exception and without any qualification or exception as to the scope of such audit (except for any such qualification pertaining to (x) the maturity of any Indebtedness occurring within twelve (12) months of the relevant audit), (y) any actual or prospective default under any financial covenant or (z) the activities, operations, financial results, assets or liabilities of Unrestricted Subsidiaries).

5.2 **Notices of Material Events**. Each Obligor will furnish to the Administrative Agent and each Lender prompt written notice of the following, after a Responsible Officer of any Obligor has obtained knowledge thereof:

(a) the occurrence of any Default;

(b) filing or commencement of, or any material development in, any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting any Obligor or any of their respective Restricted Subsidiaries that (i) involves any Loan Document or the Transactions, or (ii) that has a reasonable likelihood of adverse determination and such determination described in this subclause (ii) could reasonably be expected to result in a Material Adverse Effect;

(c) the occurrence of (i) any notice or other action by the FDA, the USDA or any comparable Governmental Authority to limit, suspend, revoke or terminate any permit, license or authorization that is necessary to any Company's business, or (ii) any request or proceedings by the FDA, the USDA, or any comparable Governmental Authority seeking the withdrawal, recall, suspension, import detention, or seizure of, or any corrective action relating to any product produced or distributed by any Company or (iii) any Borrower, facility, or product becoming subject to any administrative or regulatory action, inspection, Form FDA 483 observation, warning letter, notice of violation, or other comparable notice by or from the FDA, the USDA or any comparable Governmental Authority (with copies to be provided to Agent of same), or of any product of a Borrower being seized, detained, or subject to a suspension of manufacturing, or the commencement of any proceedings to seize, detain, or suspend manufacturing of a product, in the case of each of clauses (ii) and (iii), that are expected to have a Material Adverse Effect;

(d) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, would reasonably be expected to have a Material Adverse Effect;

(e) the assertion of any claim pursuant to applicable Environmental Law, including alleged violations of or non-compliance with permits, licenses or other authorizations issued pursuant to applicable Environmental Law, by any Person against, or with respect to the activities of, any Obligor or any of their respective Restricted Subsidiaries, that could (either individually or in the aggregate) reasonably be expected to have a Material Adverse Effect;

(f) [reserved];

(g) [reserved];

(h) [reserved]; and

(i) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of a Responsible Officer of the Borrower Representative setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

5.3 Existence; Conduct of Business. Each Obligor shall, and shall cause each of its Restricted Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and, except as could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect, the rights (including water rights), licenses, permits, privileges and franchises material to the conduct of its business; **provided** that the foregoing shall not prohibit any transaction permitted by Article VI.

5.4 Payment of Obligations. Each Obligor shall, and shall cause each of its Restricted Subsidiaries to, timely pay all Tax liabilities, governmental charges and levies, in each case in the nature of a Tax, that are due and payable by it, in each case, unless (a) the validity or amount thereof is being contested in good faith by appropriate proceedings and such Obligor or such Restricted Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP or (b) the failure to make such payment could not reasonably be expected to result in a Material Adverse Effect.

5.5 Maintenance of Properties; Insurance. Each Obligor shall, and shall cause each of its Restricted Subsidiaries to, (a) maintain all tangible property material to the conduct of its business in good working order and condition, and maintain and protect all intellectual property owned by any Obligor or any of its Restricted Subsidiaries, other than (i) where such action could not reasonably be expected to result in a Material Adverse Effect and (ii) ordinary wear, tear, casualty, condemnation and dispositions permitted under Section 6.4, and (b) maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are customarily maintained by similarly sized companies engaged in the same or similar businesses operating in the same or similar locations including any flood insurance required by Section 3.15, in the good faith determination of the Borrowers and giving effect to any self-insurance. The Borrower Representative will furnish to the Administrative Agent, upon request of Administrative Agent, once per calendar year, information in reasonable detail as to the insurance so maintained. Each general liability insurance policy shall name Administrative Agent as additional insured. Each insurance policy covering Collateral shall name Administrative Agent as lender's loss payee and shall provide that such policy will not be canceled without 30 days (10 days solely with respect to cancellation for nonpayment of premium) (or such shorter period as reasonably acceptable to the Administrative Agent) prior written notice to the Administrative Agent.

5.6 Books and Records; Inspection Rights.

(a) Each Obligor shall, and shall cause each of its Restricted Subsidiaries to, keep proper books of record and account in which full, true, and correct entries in accordance in all material respects with GAAP are made of all material dealings and transactions in relation to its business and activities. Each Obligor will, and will cause each of its Restricted Subsidiaries to, permit any representatives (including consultants, auditors, accountants and advisors) designated by Administrative Agent, upon reasonable prior notice if no Event of Default then exists, to visit and inspect its properties during normal business hours, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its employees (**provided** an authorized representative of the Borrowers shall be allowed, but not required, to be present during such discussion), independent accountants, or officers, all at such reasonable times and as often as reasonably requested; **provided** that, in no event shall any Obligor or any of its Restricted Subsidiaries be required pursuant to the terms of this Section 5.6 to allow any such Person to inspect or examine, or be required to discuss, any records, documents or other information (x) with respect to which any Obligor or any its Subsidiaries has obligations of confidentiality or (y) that (i) is subject to attorney client-privilege or otherwise constitutes attorney work-product, (ii) constitutes non-financial trade secrets or non-financial proprietary information, or (iii) in respect of which disclosure to the Administrative Agent (or its respective representatives or contractors) is prohibited by applicable law; and **provided**, **further**, that excluding any such visits and inspections during the continuation of an Event of Default, (i) only Administrative Agent on behalf of the Lenders may exercise rights under this Section 5.6 (and such information will be shared with the Lenders), and (ii) Administrative Agent shall not exercise such rights more often than one time during any calendar year.

(b) The Borrower Representative shall, upon the request of Administrative Agent or the Required Lenders, hold a conference call once each Fiscal Year to which Administrative Agent and the Lenders shall be invited, in each case at such time as may be agreed to by the Borrower Representative and the Administrative Agent.

5.7 Compliance with Laws. Each Obligor shall, and shall cause each of its Restricted Subsidiaries and each of Obligor's and Restricted Subsidiary's products to, comply with all laws, rules, regulations, and orders of any Governmental Authority applicable to it or its property (including any Food and Agriculture Law), except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in (i) a Material Adverse Effect, and (ii) with respect to compliance of Anti-Corruption Laws, Anti-Terrorism Laws, applicable Anti-Money Laundering Laws and Sanctions, be material to the Borrowers, taken as a whole. The Borrowers will maintain in effect, after the date set forth on Schedule 5.11, policies and procedures reasonably designed to promote compliance by the Borrowers, their Restricted Subsidiaries and their respective directors, officers, employees and agents with applicable Anti- Terrorism Laws, Anti-Corruption Laws and Sanctions. So long as the Borrowers or any of their respective Restricted Subsidiaries purchases agricultural products from Protected Vendors, the Borrowers or such Restricted Subsidiaries shall monitor the receipt of notices of Liens and/or trusts (or of any intent to preserve any rights or benefits pursuant to any trust created in favor of any supplier, seller or agent or disclosing a security interest created by a seller of Farm Products) on its assets and notices of non-payment or dishonored checks, in each case, under Food and Agricultural Laws, and provide prompt written notice thereof to Administrative Agent following receipt thereof.

5.8 Certain Obligations Respecting Subsidiaries. Borrowers shall take such action, and shall cause each of its Restricted Subsidiaries to take such action, from time to time as shall be necessary to ensure that all Subsidiaries (other than (x) any Excluded Subsidiary or (y) any Unrestricted Subsidiary) are "Subsidiary Guarantors" hereunder. Without limiting the generality of the foregoing, in the event that the Borrowers or any of their Restricted Subsidiaries shall form or acquire any new Subsidiary, the Borrowers shall, and shall cause each of their Subsidiaries (other than (x) any Excluded Subsidiary or (y) any Unrestricted Subsidiary) to, within 60 days (or such longer period as the Administrative Agent may reasonably agree) after such formation, acquisition, or, in the case of any (I) Subsidiary becoming a Material Subsidiary, after the date financial statements are delivered pursuant to Section 5.1(a) or 5.1(b) showing such change and (II) Unrestricted Subsidiary being designated as a Restricted Subsidiary (and is not otherwise an Excluded Subsidiary), take the following actions:

(a) such Subsidiary will become a "Subsidiary Guarantor" hereunder by executing and delivering a Guaranty Agreement (or joinder thereto), and become a "Grantor" under the Security Agreement by executing and delivering a supplement to the Security Agreement;

(b) the Borrower Representative shall furnish to the Administrative Agent an updated Schedules 3.14, 3.15 and 4.1(e) with respect to such Subsidiary;

(c) the Borrower Representative shall cause such Subsidiary (or any Guarantor that is the owner of the shares or other Equity Interests of such Subsidiary, as applicable) to take such action (including delivering certificates evidencing such Equity Interests, delivering such Uniform Commercial Code financing statements, and executing and delivering security agreements for filing and recording in the United States Patent and Trademark Office and the United States Copyright Office) as shall be necessary or reasonably advisable in the reasonable opinion of Administrative Agent, and in form and substance reasonably satisfactory to the Administrative Agent, to create and perfect valid and enforceable first-priority Liens, subject to no other Liens except for Permitted Encumbrances, on the Collateral of such Subsidiary and all of the Equity Interests in such Subsidiary to the extent consisting Collateral as collateral security for the Obligations;

(d) the Borrower Representative shall cause such Subsidiary to deliver such proof of corporate action, incumbency of officers, opinions of counsel, "Know your customer" information and other documents as is consistent with those delivered by each Obligor pursuant to Section 4.1 on the Effective Date, in each case, as Administrative Agent shall have reasonably requested; and

(e) if such Subsidiary is formed or incorporated in a non-U.S. jurisdiction, (i) such jurisdiction shall be a Qualified Jurisdiction, (ii) any form of security and guaranty agreements have to be in form reasonably acceptable to Administrative Agent and the Borrower Representative (consistent, to the extent in effect on the Effective Date, with the security and guaranty agreements in effect on the Effective Date or otherwise consistent with the customary market practice in the applicable jurisdiction) and Administrative Agent shall have completed any "Know your customer" diligence;

provided, however, if a Borrower or any of its Subsidiaries that is a Guarantor forms or acquires a new Tax Preferred Subsidiary, such Borrower shall only be required to, or cause the Guarantor that is the owner of the Equity Interests of such Tax Preferred Subsidiary that constitutes Collateral to, take such action (including delivering certificates and transfer powers for such Equity Interests and delivering Uniform Commercial Code financing statements) as shall be necessary or advisable in the opinion of Administrative Agent, and in form and substance reasonably satisfactory to the Administrative Agent, to create and perfect valid and enforceable first-priority Liens, subject to no other Liens except for Permitted Encumbrances, on 65% of the voting Equity Interests (solely to the extent that the pledge of more than 65% would result in material adverse tax consequences to the Obligors) and 100% of the non-voting Equity Interests in each such new Tax Preferred Subsidiary as collateral security for the Obligations.

5.9 Further Assurances.

(a) General Further Assurances. Subject to the terms of the Loan Documents, the Borrower Representative shall, and shall cause each other Obligor to, execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents), which Administrative Agent may reasonably request, to effectuate the transactions contemplated by the Loan Documents or, to grant, preserve, protect or perfect the Liens created or intended to be created by the Security Documents or the validity or priority of any such Lien, all at the expense of the Borrowers. Notwithstanding anything to the contrary contained in this Agreement or the other Loan Documents, unless otherwise elected by the Borrowers no actions in, or required by the applicable laws of, any non-U.S. jurisdiction shall be required in order to create any security interests in any assets or to perfect or make enforceable such security interests (including in Equity Interests of CFCs or any intellectual property rights), there shall be no security agreements or pledge agreements governed under the applicable laws of any non-U.S. jurisdiction and there shall be no requirement to make any filings or take any action in any office in any foreign jurisdiction (including with respect to foreign intellectual property) or register or apply to register any intellectual property rights.

(b) Real Property Requirement. If the Real Property Requirement shall cease to be satisfied, the Borrower Representative shall, no later than 120 days after the acquisition of any owned real property (or such longer period as Administrative Agent shall agree to in writing in its sole discretion), cause the Real Property Requirement to be satisfied by causing such additional owned real property or other owned real property to be subjected to a Lien securing the Obligations and shall take, and cause the other Obligors to take, such actions as are necessary or reasonably requested by Administrative Agent to grant and perfect such Liens and deliver such other documents (including the delivery of such Mortgages, title insurance commitments (to the extent available at commercially reasonable cost), exception documents, surveys, flood hazard determination certificates (and related Borrower notices), evidence of flood insurance (if applicable), available environmental assessments, opinions of counsel and other documents, in each case, as may be reasonably requested by Administrative Agent) as is consistent with those delivered by each Obligor on the Effective Date, all at the expense of the Obligors to the extent provided for under Section 10.3.

Notwithstanding anything to the contrary herein or in any other Loan Document, it is understood and agreed that:

(i) no control agreements with respect to control agreements related to deposit accounts and securities accounts or commodities accounts shall be required hereunder or under any other Loan Document;

(ii) no landlord waivers, collateral access agreements, bailee waivers, estoppel letters or other similar agreements with respect to the Collateral shall be required hereunder or under any other Loan Document;

(iii) other than to the extent readily available, no environmental reports shall be required to be delivered hereunder or under any other Loan Document; and

(iv) no Obligors shall be required to (A) perfect any pledges and security interests by any means other than by (1) filings pursuant to the Uniform Commercial Code in the office of the secretary of state (or similar central filing office) of the relevant state(s) and filings in the applicable real estate records with respect to Mortgaged Properties or any fixtures relating to Mortgaged Properties, (2) filings in United States government offices with respect to intellectual property and (3) delivery to the Administrative Agent to be held in its possession of all Collateral consisting of intercompany notes (other than Excluded Property), security certificates of issuers owned by Holdings, the Borrowers or the Guarantors and instruments (other than Excluded Property) issued to the Borrowers or Guarantors, together with customary endorsements or transfer powers, in each case, as required by the Security Agreement, (B) provide any notice to or obtain the consent of governmental authorities under the Federal Assignment of Claims Act (or any state equivalent thereof), or (C) enter into any source code escrow arrangement (or be obligated to register intellectual property).

5.10 Cash Management Systems. Within 180 days after the Effective Date (or such later day as the Administrative Agent may agree in its reasonable discretion), each Obligor shall establish their primary depository and treasury management relationships with JPMorgan or one of its Affiliates and thereafter for so long as JPMorgan is a Lender hereunder, maintain its primary depository and treasury management relationships with JPMorgan or one of its Affiliates.

5.11 Post-Closing Deliverables. The Borrower Representative shall deliver to the Administrative Agent all documents required to be delivered pursuant to the Schedule 5.11 by the deadlines set forth therein; it being understood that, notwithstanding anything else set forth in this Agreement or the other Loan Documents to the contrary, such documents shall not be required to be delivered prior to such deadline.

5.12 Designation of Subsidiaries. The Borrowers may at any time after the Effective Date designate or redesignate any Restricted Subsidiary of any Borrower as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that, (i) immediately before and after such designation or redesignation, no Event of Default pursuant to Section 8.1(a), (b), (d) (solely with respect to Section 7), (e) (solely with respect to Section 5.1(a), (b) or (c)), (h) or (i) shall have occurred and be continuing and (ii) after giving Pro Forma Effect to such designation or redesignation, the Borrowers are in compliance with the Financial Covenant. The designation or redesignation of any Subsidiary as an Unrestricted Subsidiary after the Effective Date shall constitute an Investment by the Borrowers therein at the date of designation or redesignation in an amount equal to the Fair Market Value as reasonably determined in good faith by the Borrowers of the Borrower's or its Subsidiary's (as applicable) Investment therein. The designation or redesignation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute (i) an Investment, the incurrence of Indebtedness and any Liens at the time of designation (to the extent any Investment, Indebtedness or Liens of such Subsidiary exists at such time) and (ii) a return on any Investment by the Borrower in Unrestricted Subsidiaries pursuant to the preceding sentence in an amount equal to the Fair Market Value of such Subsidiary on the date of designation or redesignation, as reasonably determined in good faith by the Borrowers at the date of such designation or redesignation. No Material Intellectual Property or exclusive license in any Material Intellectual Property shall be permitted to be transferred by Holdings or any of its Restricted Subsidiaries to any Unrestricted Subsidiary, whether by designation hereunder or other transfer or disposition, other than non-exclusive licenses in the Ordinary Course of Business.

5.13 Lines of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrowers or any of the Restricted Subsidiaries on the Effective Date or any business or any other activities that are reasonably similar, ancillary, corollary, synergistic, complementary or related to, or a reasonable extension, development or expansion of, the businesses conducted by the Borrowers or any of the Restricted Subsidiaries on the Effective Date (and non-core incidental businesses acquired in connection with any Permitted Acquisition or permitted Investment), or to facilitate any of the foregoing, in each case as reasonably determined by the Borrowers in good faith.

5.14 Transactions with Affiliates. No Obligor shall, nor shall it permit any of its Restricted Subsidiaries to, sell, lease or otherwise transfer any assets to, or purchase, lease or otherwise acquire any assets from, or otherwise engage in any other transactions with, any of its Affiliates, if the value of such transaction is in excess of the greater of (x) $4,500,000 and (y) 15% of Consolidated EBITDA (determined at the time of any such transaction (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Sections 5.1(a) and (b)) except:

(a) transactions at prices and on terms and conditions that are fair and reasonable and not materially less favorable to such Obligor or such Restricted Subsidiary than could be obtained on an arm's length basis from unrelated third parties as determined in good faith by the Borrowers;

(b) transactions expressly permitted by Sections 6.1, 6.3, 6.4, and 6.5(d), (j), (o) and (v);

(c) any Restricted Payments permitted by Section 6.6 (other than Section 6.6(e)(iv) or (o));

(d) a customary indemnity provided for the benefit of officers and directors (or comparable managers) of such Company;

(e) so long as it has been approved by such Company's board of directors (or comparable governing body) in accordance with applicable law, the payment of reasonable compensation, severance, reimbursement or employee benefit arrangements (including severance benefits and health, welfare and retirement benefits and equity incentive and option plans) to employees, officers, and outside directors of such Company in the Ordinary Course of Business;

(f) (i) transactions between any Obligors, and (ii) transactions between Restricted Subsidiaries that are not Obligors;

(g) loans or advances to employees of any Obligor or its Restricted Subsidiaries permitted hereunder;

(h) the Management Agreement and the payments pursuant thereto (other than Section 6.6(e)(iv)), without giving effect to amendments, modifications, or waivers of the Management Agreement with respect to payment amounts after the Effective Date that are, when taken as a whole, materially adverse to the Lenders compared to the Management Agreement in effect on the Effective Date;

(i) the Acquisition and any transaction contemplated by the Surf Merger Agreement;

(j) transactions among any Obligors and their Restricted Subsidiaries constituting any part of a Permitted Reorganization or IPO Reorganization;

(k) transactions among any Borrower and its Restricted Subsidiaries or any entity that becomes a Restricted Subsidiary or an additional Borrower as a result of such transaction;

(l) loans and other transactions made by Holdings and its Restricted Subsidiaries to joint ventures (to the extent any such joint venture is only an Affiliate as a result of Investments by Holdings and its Restricted Subsidiaries in such joint venture) to the extent otherwise permitted under Section 6.5;

(m) employment, consulting and severance arrangements between a Borrower (or any direct or indirect parent) and its Restricted Subsidiaries and their respective officers and employees in the Ordinary Course of Business (including loans and advances in connection therewith) and transactions pursuant to stock option plans and employee benefit plans and arrangements in the Ordinary Course of Business;

(n) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, directors, officers, employees and consultants of the Borrowers and their Restricted Subsidiaries (or any direct or indirect parent of a Borrower) in the Ordinary Course of Business to the extent attributable to the ownership or operation of the Borrowers and their Restricted Subsidiaries;

(o) transactions pursuant to any arrangement or agreement in existence on the Effective Date and set forth on Schedule 5.14, or any amendment, extension, renewal, modification or replacement of any such arrangement or agreement (so long as any such amendment, extension, renewal, modification or replacement would not be materially adverse to the Lenders or the Administrative Agent);

(p) so long as no Event of Default pursuant to Section 8.1(a), (b), (h) or (i) has occurred and is continuing, customary payments by the Borrowers and any of their Restricted Subsidiaries to the Sponsor made for any financial advisory, financing, underwriting or placement services or in respect of other investment banking activities (including in connection with acquisitions or divestitures) which payments are approved by the majority of the members of the board of directors (or analogous governing body) or a majority of the disinterested members of the board of directors (or analogous governing body) of the applicable Borrower in good faith;

(q) payments by a Borrower or any of its Subsidiaries pursuant to any tax sharing agreements with any direct or indirect parent of the Borrower to the extent attributable to the ownership or operation of the Borrower and the Subsidiaries, but only to the extent permitted by Section 6.6;

(r) the issuance or transfer of Equity Interests (other than Disqualified Equity Interests) of a Borrower (or any direct or indirect parent) or any one of its Subsidiaries to the extent not otherwise prohibited by the Loan Documents;

(s) transactions in which a Borrower or any of the Restricted Subsidiaries, as the case may be, deliver to the Administrative Agent a letter from an independent financial advisor stating that such transaction is fair to the applicable Borrower or such Restricted Subsidiary from a financial point of view or meets the requirements of Section 5.14;

(t) payments to or from, and transactions with, joint ventures (to the extent any such joint venture is only an Affiliate as a result of Investments by Holdings and the Restricted Subsidiaries in such joint venture) in the ordinary course of business to the extent otherwise permitted under Section 6.5;

(u) Affiliate repurchases of (i) the Loans or Commitments to the extent permitted hereunder or (ii) any other Indebtedness, and, in the case of each of the foregoing, the payments and other transactions reasonably related thereto; ~~and~~

(v) transactions approved by a majority of the disinterested members of the board of directors (or similar governing body) of the Borrowers; provided that if the value of such transaction (or series of transactions) exceeds the greater of (x) $7,500,000 and (y) 25% of Consolidated EBITDA (calculated on a *pro forma* basis as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)) then the Borrower Representative shall notify (along with reasonable detail) the Administrative Agent of any such transaction~~.~~;

(w) transactions and payments pursuant to the Tax Receivable Agreement; and

(x) the Fifth Amendment Transactions.

5.15 Fiscal Year. No Obligor shall, nor shall it permit any of its Subsidiaries to change the Fiscal Year end date of any Obligor or is Subsidiaries without notice to the Administrative Agent.

5.16 Ratings. The Borrowers shall use commercially reasonable efforts to (a) obtain a private corporate rating (but not a specific rating) of Borrower and a private rating (but not a specific rating) for the Term Loans from at least one (1) nationally recognized statistical rating agency, and (b) maintain and refresh such rating as reasonably requested by the Administrative Agent.

5.17 **Use of Proceeds and Letters of Credit**. No Obligor shall, nor shall it permit any of its Restricted Subsidiaries to: (a) use the proceeds of the Initial Term Loans and Revolving Credit Loans made on the Effective Date for any purpose other than to (i) consummate the Transactions, (ii) pay the Transaction Costs (solely with the proceeds of the Initial Term Loans), (iii) issue Letters of Credit, (iv) to fund any working capital adjustments required by the Surf Merger Agreement and (v) fund any original issue discount and upfront fees required pursuant to the Fee Letter; provided that the aggregate amount of Revolving Credit Loans made on the Effective Date shall not exceed $3,000,000; (b) use the proceeds of the Revolving Credit Loans and Swingline Loans made after the Effective Date for any purposes other than to fund the Borrowers' working capital and general corporate purposes (including Permitted Acquisitions but subject to Section 6.15) or, subject to the terms and conditions of this Agreement and the other Loan Documents, the general corporate purposes of any Obligor; (c) use any part of the proceeds of any Loan for any purpose that violates any of the Regulations of the Board, including Regulations U and X, (d) use the proceeds of the Second Amendment Term Loans made on the Second Amendment Effective Date for any purpose other than to (i) consummate the Second Amendment Acquisition and (ii) pay the Second Amendment Transaction Costs and (e) use the proceeds of the Third Amendment Term Loans made on the Third Amendment Effective Date for any purpose other than to (i) make the Third Amendment Dividend and (ii) pay the Third Amendment Transaction Costs. No Obligor shall, directly or knowingly indirectly, use the proceeds of the Loans, or lend or contribute such proceeds to any Subsidiary, joint venture partner or other Person, (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of comprehensive Sanctions in violation of Sanctions, or (ii) in any other manner that would result in a violation of any applicable Anti-Money Laundering Laws, Anti-Corruption Laws or Sanctions by any Person participating in the Loans, whether as underwriter, advisor, investor, or otherwise, or (iii) for the purpose of making any improper payments, including bribes, to any official of any Governmental Authority or commercial counterparty in order to obtain, retain or direct business or obtain any improper advantage, in each case which would be in violation of, or cause any Lender to be in violation of, any applicable Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions.

6. NEGATIVE COVENANTS

So long as any Commitment is outstanding and thereafter until all Obligations are Fully Satisfied, each Obligor covenants and agrees with Administrative Agent, Issuing Lender and the Lenders that:

6.1 **Indebtedness**. No Obligor shall, nor shall it permit any of its Restricted Subsidiaries to, create, incur, assume, or permit to exist any Indebtedness, except:

(a) Indebtedness under this Agreement and the other Loan Documents;

(b) the Indebtedness (i) described on Schedule 6.1 or (ii) outstanding on the Effective Date not in excess of $1,000,000 in the aggregate (when taken together with all other Indebtedness outstanding in reliance on this clause (b)(ii)), and any Refinancing Indebtedness in respect of the foregoing Indebtedness;

(c) intercompany Indebtedness among any of the Obligors permitted under Section 6.5;

(d) Indebtedness of the Borrowers and their Restricted Subsidiaries consisting of Capital Lease Obligations and Indebtedness incurred to finance the acquisition, construction or improvement of any asset, including mortgage financings (other than Mortgaged Property and so long as the Real Property Requirement remains satisfied), or finance such acquisition, construction or improvement within 270 days within the incurrence of such Indebtedness; **provided** that (i) such Indebtedness when incurred does not exceed the purchase price or cost of construction of such asset (other than giving effect to the interest component thereof), and (ii) the aggregate principal amount of Indebtedness permitted by this clause (d) does not exceed the greater of (x) $7,500,000 and (y) 25% of Consolidated EBITDA (determined at the time of incurrence of any such Indebtedness (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)) at any time outstanding, and any Refinancing Indebtedness in respect of such Indebtedness;

(e) [reserved];

(f) Indebtedness incurred in the Ordinary Course of Business under surety and appeal bonds, performance bonds, bid bonds, appeal bonds, and similar obligations;

(g) Indebtedness consisting of (i) Guarantees arising with respect to customary indemnification obligations to purchasers in connection with Dispositions permitted under Section 6.4; and (ii) Guarantees with respect to Indebtedness of any Borrower or any Restricted Subsidiary, to the extent that the Person that is obligated under such Guarantee could have incurred such underlying Indebtedness pursuant to this Agreement or it constitutes an Investment permitted under Section 6.5;

(h) Indebtedness owing to former employees, officers, or directors of Holdings or any of its Restricted Subsidiaries or Affiliates (or any spouses, ex-spouses, successors, heirs, or estates of any of the foregoing) incurred in connection with the repurchase by Holdings of the Equity Interests of Holdings that has been issued to such Persons, so long as the aggregate amount of all such Indebtedness outstanding at any one time does not exceed the greater of (i) $3,000,000 and (y) 10% of Consolidated EBITDA (determined at the time of incurrence of any such Indebtedness (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)) in the aggregate;

(i) other unsecured Indebtedness owing to sellers of assets or Equity Interests to an Obligor or a Restricted Subsidiary that is incurred by the applicable Obligor or a Restricted Subsidiary in connection with the consummation of one or more Permitted Acquisitions so long as the aggregate principal amount for all such unsecured Indebtedness does not exceed the greater of (x) $6,000,000 and (y) 20% of Consolidated EBITDA (determined at the time of incurrence of any such Indebtedness (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)) at any one time outstanding;

(j) unsecured Indebtedness in respect of earn-outs, contingent liabilities in respect of any indemnification obligation, expense reimbursement obligations, adjustments of purchase price, or similar obligations to the extent (i) required by the Surf Merger Agreement, or (ii) owing to sellers of assets or Equity Interests to any Obligor or its Restricted Subsidiaries that are incurred in connection with the consummation of one or more Permitted Acquisitions or other similar permitted Investments;

(k) Indebtedness incurred in the Ordinary Course of Business in respect of employee severance and employment agreements, workers' compensation claims, unemployment or other insurance or self-insurance obligations, health, disability or other benefits to employees or former employees and their families;

(l) Indebtedness owed to any Person providing property, casualty, liability, or other insurance to the Borrowers or any of their Restricted Subsidiaries incurred only to defer the cost of such insurance, and, to the extent secured, shall only be secured by the applicable insurance policies (or proceeds arising therefrom);

(m) Indebtedness incurred in the Ordinary Course of Business in respect of Cash Management Services;

(n) to the extent constituting Indebtedness, obligations in respect of bankers' acceptances, and completion guarantees, standby letters of credit and warranty and contractual service obligations of a like nature, trade letters of credit and documentary letters of credit and similar bonds or guarantees provided in the Ordinary Course of Business in connection with the construction or build-out of any owned or leased real property;

(o) endorsements of instruments or other payment items for deposit;

(p) Subordinated Indebtedness of the Borrowers and their Restricted Subsidiaries in an aggregate principal amount not exceeding the greater of (i) $7,500,000 and (ii) 25% of Consolidated EBITDA (determined at the time of incurrence of any such Indebtedness (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)) at any time outstanding;

(q) Indebtedness of Foreign Subsidiaries in an aggregate principal amount not exceeding the greater of (i) $4,500,000 and (ii) 15% of Consolidated EBITDA (determined at the time of incurrence of any such Indebtedness (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)) at any time outstanding;

(r) Acquired Indebtedness of the Borrowers and their Restricted Subsidiaries so long as (i) such Indebtedness is not incurred in contemplation of the applicable acquisition, (ii) such Indebtedness is unsecured or secured only by acquired assets, proceeds, products or cross collateralized Capital Leases and not guaranteed by any Obligors unless otherwise permitted by this Agreement, (iii) at the time of the applicable acquisition and after giving effect thereto, no Event of Default has occurred and is continuing and (iv) the outstanding amount of such Acquired Indebtedness does not exceed the greater of (x) $7,500,000 and (y) 25% of Consolidated EBITDA (determined at the time of incurrence of any such Indebtedness (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)) outstanding at any one time;

(s) to the extent constituting Indebtedness, contingent obligations arising under indemnity agreements to title insurance companies to cause such title insurers to issue title insurance policies in the Ordinary Course of Business with respect to real property of the Borrowers or any of their Restricted Subsidiaries;

(t) customer deposits and advance payments received in the Ordinary Course of Business from customers for goods purchased;

(u) other Indebtedness of a Borrower or its Restricted Subsidiary in an aggregate principal amount not exceeding the greater of (i) $10,000,000 and (ii) 35% of Consolidated EBITDA (determined at the time of incurrence of any such Indebtedness (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)) at any time outstanding;

(v) Indebtedness (i) of any Securitization Subsidiary arising under any Qualified Securitization Financing, (ii) of any Borrower or any Restricted Subsidiary arising under any Receivables Facility or (iii) of any Foreign Subsidiary in connection with customary accounts receivable factoring facilities in the Ordinary Course of Business, in an aggregate principal amount under this clause (v) not exceeding the greater of (i) $9,000,000 and (ii) 30% of Consolidated EBITDA (determined at the time of incurrence of any such Indebtedness (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b));

(w) Indebtedness representing deferred compensation or similar arrangements to employees of any Borrower or any Restricted Subsidiary incurred in the Ordinary Course of Business;

(x) Indebtedness incurred by any Borrower or any Restricted Subsidiary in a Permitted Acquisition, any other Investment, merger or Disposition permitted hereunder or transaction with Affiliates permitted hereunder, in each case, constituting customary indemnification obligations;

(y) Indebtedness incurred in the Ordinary Course of Business consisting of obligations of any Borrower or any Restricted Subsidiary under deferred compensation or other similar arrangements incurred by such Person in connection with the Transactions, Permitted Acquisitions, or any other Investment, in each case, otherwise permitted hereunder;

(z) Cash Management Services and other Indebtedness in respect of netting services, automatic clearinghouse arrangements, overdraft protections, employee credit card programs and other cash management and similar arrangements in the Ordinary Course of Business and any Guarantees thereof or the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business, so long as such Indebtedness is extinguished within 5 Business Days of its incurrence;

(aa) Indebtedness consisting of take-or-pay obligations contained in supply arrangements, in each case, in the Ordinary Course of Business;

(bb) Credit Agreement Refinancing Indebtedness;

(cc) Indebtedness consisting of fees to the Sponsor payable pursuant to the Management Agreement;

(dd) Indebtedness of the Borrowers and their Restricted Subsidiaries in an amount not to exceed at any time outstanding 100% of the Excluded Contribution Amount;

(ee) Ratio Debt so long as (i) if secured by the Collateral on a *pari passu* basis with the Obligations, the Consolidated First Lien Net Leverage Ratio calculated on a *pro forma* basis as of the last day of the Fiscal Quarter for which financial statements have last been delivered to the Lenders pursuant to Section 5.1(a) or 5.1(b) is not greater than 4.50 to 1.00, (ii) if secured on a junior basis to the Liens securing the Obligations, the Consolidated Secured Net Leverage Ratio calculated on a *pro forma* basis as of the last day of the Fiscal Quarter for which financial statements have last been delivered to the Lenders pursuant to Section 5.1(a) or 5.1(b) is not greater than 5.25 to 1.00 and (iii) if unsecured or secured by assets not constituting Collateral, the Consolidated Net Leverage Ratio calculated on a *pro forma* basis as of the last day of the Fiscal Quarter for which financial statements have last been delivered to the Lenders pursuant to Section 5.1(a) or 5.1(b) is not greater than 5.25 to 1.00;

(ff) Incremental Equivalent Debt; and

(gg) to the extent constituting Indebtedness, all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (a) through (ff) above.

6.2 Liens. No Obligor shall, nor shall it permit any of its Restricted Subsidiaries to, create, incur, assume, or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, except for Permitted Encumbrances.

6.3 Fundamental Changes.

(a) No Obligor shall, nor shall it permit any of its Restricted Subsidiaries to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or sell, transfer, lease or otherwise dispose of (in one transaction or in a series of transactions) all or substantially all of its assets, (in each case, whether now owned or hereafter acquired), or liquidate, wind up, or dissolve, except that:

(i) any Subsidiary of a Borrower may merge or consolidate into any Borrower or any Restricted Subsidiary (including any Person that will be a Restricted Subsidiary upon the consummation of a Permitted Acquisition); **provided,** (x) if a Borrower is party to any such transaction, a Borrower shall be the surviving entity, and (y) if a Borrower is not a party to such transaction but an Obligor (other than Holdings) is, (A) an Obligor shall be the surviving entity or (B) if a Restricted Subsidiary that is not an Obligor shall be the surviving entity or the transferee of such assets, such merger shall be deemed to constitute a Disposition and must be permitted under Section 6.4(e) or (q); **provided** that, in each case, at the time thereof and immediately after giving effect thereto, no Event of Default pursuant to Section 8.1(a), (b), (h) or (i) shall have occurred and be continuing;

(ii) the Borrowers or any Restricted Subsidiary of the Borrowers may sell, transfer, merger, consolidate, lease or otherwise dispose of its assets as permitted pursuant to Section 6.4;

(iii) any Restricted Subsidiary may liquidate, wind up, or dissolve, or suspend or consolidate its operations, if (x) the Borrowers determine in good faith that such liquidation, winding up, dissolution, suspension, or consolidation is in the best interest of the Borrowers and is not materially disadvantageous to the Lenders, and (y) in the case of any liquidation, winding up or dissolution of an Obligor, all of the assets of such Obligor are transferred to an Obligor (other than Holdings) that is not liquidating, winding up, or dissolving; **provided** that, in each case, at the time thereof and immediately after giving effect thereto, no Event of Default pursuant to Section 8.1(a), (b), (h) or (i) shall have occurred and be continuing;

(iv) any Restricted Subsidiary may merge or consolidate with any other Person in order to effect an Investment permitted pursuant to Section 6.5; **provided** that (x) the continuing or surviving Person shall be a Restricted Subsidiary of a Borrower, which together with each of its Restricted Subsidiaries, shall have complied with the requirements of Section 5.8 and Section 5.9 to the extent required, (y) if an Obligor is a party to such transaction, the surviving Person shall be an Obligor and (z) if a Borrower is party to such transaction, the surviving party shall be a Borrower;

(v) any Borrower and any Restricted Subsidiarity may consummate the transactions contemplated by the Surf Merger Agreement (and documents related thereto) and the Transactions; and

(vi) a merger, dissolution, liquidation, consolidation or Disposition, the purpose of which is to effect a Disposition permitted pursuant to Section 6.4 (other than pursuant to 6.4(b)), a Permitted Acquisition, permitted Investment, a Permitted Reorganization or an IPO Reorganization Transaction; **provided** that if any Borrower is party to such transaction, the surviving party shall be a Borrower.

6.4 Dispositions. No Obligor shall, nor shall it permit any of its Restricted Subsidiaries to, make any Disposition, except:

(a) Dispositions of equipment or inventory that is (i) worn, damaged, unnecessary, negligible no longer used or useful, surplus or obsolete, whether now owned or hereafter acquired, in each case, in the Ordinary Course of Business or (ii) obsolete or required for regulatory purposes, so long as in the case of this clause (ii) the Net Cash Proceeds of such Dispositions is used to prepay the Loans in accordance with Section 2.10(b)(i) to the extent required thereunder;

(b) Dispositions or transactions permitted by Section 6.3 (other than 6.3(a)(vi)) or 6.5 (other than 6.5(w));

(c) Dispositions of Inventory to buyers in the Ordinary Course of Business;

(d) Dispositions of cash and Cash Equivalents in the Ordinary Course of Business;

(e) Dispositions of property by (i) the Borrowers and any of their Restricted Subsidiaries to any other Obligor (other than Holdings), (ii) any Restricted Subsidiary that is not an Obligor to any other Restricted Subsidiary that is not an Obligor, (iii) any Obligor to any Restricted Subsidiary that is not an Obligor (so long as permitted under Section 6.5); **provided** that (A) the portion (if any) of any Disposition made for less than fair market value and (B) any non-cash consideration received in exchange for any such Disposition, shall in each case constitute an Investment in such Restricted Subsidiary and must be permitted under Section 6.5, and (iv) by any Restricted Subsidiary that is not an Obligor to any Restricted Subsidiary that is an Obligor;

(f) licenses, sublicenses, leases, or subleases granted to third parties in the Ordinary Course of Business not interfering in any material respect with the business of the Borrowers or any of their Restricted Subsidiaries;

(g) sales or exchanges of property solely to replace such equipment with replacement equipment of substantially equivalent or greater value;

(h) issuances of Equity Interests by a Restricted Subsidiary of the Borrowers to a Borrower or any Restricted Subsidiary of the Borrowers constituting an Investment permitted hereunder;

(i) any abandonment or cancellation of intellectual property that, in the reasonable good faith judgment of the Borrowers, is no longer used or useful in any material respect in the business of the Borrowers and their Restricted Subsidiaries taken as a whole, or which abandonment or cancellation is not within the reasonable control of the Borrowers or their Restricted Subsidiaries;

(j) any Disposition of real property to a Governmental Authority as a result of a condemnation, eminent domain, confiscation or requisition of such real property;

(k) the sale or discount, in each case without recourse, of accounts receivable arising in the Ordinary Course of Business, but only in connection with the compromise or collection thereof;

(l) any involuntary loss, damage or destruction of property, including pursuant to an Event of Loss;

(m) Dispositions of non-core assets acquired by the Borrowers and their Restricted Subsidiaries pursuant to a Permitted Acquisition consummated after the Effective Date so long as the consideration received for the assets to be so Disposed is at least equal to the Fair Market Value of such assets and at least 75% of such consideration is paid in cash or Cash Equivalents;

(n) the making of Restricted Payments (other than pursuant to Section 6.6(o)) that are permitted to be made pursuant to this Agreement;

(o) the granting of Permitted Encumbrances;

(p) any swap of assets in exchange for services or other assets; **provided** that (i) no Event of Default described in clause (a), (b), (h) or (i) of Section 8.1 has occurred and is continuing, (ii) any such swap is for Fair Market Value and (iii) any Collateral that is swapped must be in exchange for assets that become Collateral within the applicable timelines set forth in Section 5.8 and 5.9;

(q) Dispositions not otherwise permitted under this Section 6.4; **provided** that (i) at the time of such Disposition, no Event of Default pursuant to Section 8.1(a), (b), (h) or (i) shall exist or would result from such Disposition, and (ii) 75% of the Fair Market Value of all such property Disposed of in any Fiscal Year in excess of the greater of (x) $4,000,000 and (y) 15% of Consolidated EBITDA (determined at the time of any such Disposition (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)) is received in the form of cash;

(r) Dispositions of Investments (including Equity Interests) in Joint Ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements at the time of formation of such Joint Venture or at any time any time another Person that is not an Affiliate of the Obligors becomes a party thereto;

(s) the transfer for fair value of property to another Person in connection with a joint venture arrangement with respect to the transferred property; **provided** that such transfer is permitted under Section 6.5(r) or (t);

(t) any Disposition in connection with the Acquisition or contemplated pursuant to the Surf Merger Agreement;

(u) Dispositions of real property to any Person for Fair Market Value in connection with any sale-leaseback or similar transaction not to exceed the greater of (i) $7,500,000 and (ii) 25% of Consolidated EBITDA (determined at the time of any such Disposition (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)); **provided** that (i) no Event of Default has occurred and is continuing at the time of such Disposition, (ii) the Borrowers and their Restricted Subsidiaries shall have received at least 75% of such consideration in the form of cash;

(v) Dispositions in connection with any Permitted Reorganization or IPO Reorganization;

(w) any sale of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary;

(x) the unwinding or settling of any Swap Obligation or obligation with respect to Cash Management Services in the Ordinary Course of Business;

(y) any sale, transfer and other Disposition of accounts receivable (including write-offs, discounts and compromises) in connection with the compromise, settlement or collection thereof in the Ordinary Course of Business;

(z) Dispositions of Receivables Assets in connection with any Receivables Facility or any Qualified Securitization Financing; and

(aa) any Borrower and any Restricted Subsidiary may (i) convert any intercompany Indebtedness (other than to the extent owing by a non-Obligor to an Obligor) to Equity Interests otherwise permitted hereunder, (ii) discount, write off, forgive or cancel any intercompany Indebtedness or other obligation owing by any Borrower or any Subsidiary Guarantor to a Restricted Subsidiary that is not, in each case, an Obligor or to an Obligor, (iii) settle, discount, write-off, forgive or cancel any Indebtedness owing by any present or former consultants, managers, directors, officers, employees of Holdings, any Borrower or any Subsidiary or any of their successors or assigns, in the Ordinary Course of Business, or (iv) surrender or waive contractual rights and settle, release, surrender or waive contractual or litigation claims, in the case of clause (iv), in the Ordinary Course of Business.

6.5 Investments. No Obligor shall, nor shall it permit any of its Restricted Subsidiaries to, make, or permit to remain outstanding any Investments except:

(a) the Investments outstanding or contemplated on the Effective Date (i) identified on Schedule 6.5 or (ii) in an amount not to exceed $1,000,000 in the aggregate (when taken together with all other Indebtedness outstanding in reliance on this clause (a)(ii)), and, in each case, any modification, replacement, renewal, reinvestment or extension thereof and any modification, renewal, replacement, reinvestment or extension thereof so long as the amount of any Investment subject to any such modification, replacement, renewal, reinvestment or extension does not exceed the amount outstanding (plus any unused commitments, accrued interest, fees and expenses and premiums incurred in connection therewith) on the Effective Date);

(b) Investments in cash and Cash Equivalents;

(c) Investments by (i) any Obligor or a Restricted Subsidiary that is not an Obligor in or to any Obligor (other than Holdings), (ii) any Obligor to a Restricted Subsidiary that is not an Obligor not to exceed, in the aggregate, the greater of (x) $7,500,000 and (y) 25% of Consolidated EBITDA (determined at the time of any such Investment (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)) in the aggregate at any time outstanding for all such Investments, ***minus*** any amounts utilized pursuant to Section 6.5(i) to make Investments in Persons who do not become Guarantors and assets that do not become Collateral, and (iii) a Restricted Subsidiary that is not an Obligor to another Restricted Subsidiary that is not an Obligor;

(d) Investments made in respect of joint ventures or other similar agreements or partnership not to exceed the greater of (x) $4,500,000 and (y) 15% of Consolidated EBITDA (determined at the time of any such Investment (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)) in the aggregate at any time outstanding for all such Investments, ***minus*** any the amount of any Investments made pursuant to Section 6.5(r);

(e) Investments in Hedging Agreements permitted under Section 6.11 and Cash Management Services;

(f) Investments consisting of or resulting from Permitted Encumbrances (other than pursuant to clauses (r) and (u) of the definition of Permitted Encumbrances);

(g) [reserved];

(h) Investments constituting (i) accounts receivable arising, (ii) trade debt granted, or (iii) deposits made by the Borrowers or a Restricted Subsidiary in connection with the purchase price of goods or services, in each case in the Ordinary Course of Business;

(i) Permitted Acquisitions; **provided** that Permitted Acquisitions of Persons who do not become Guarantors and assets that are owned by a Foreign Subsidiary, a non-Wholly Owned Restricted Subsidiary, or an Unrestricted Subsidiary, shall not, in the aggregate, exceed the greater of (x) $7,500,000 and (y) 25% of Consolidated EBITDA (determined at the time of any such Investment (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)) in the aggregate at any time outstanding for all such Investments, ***minus*** any amounts utilized pursuant to Section 6.5(c) to make Investments in Restricted Subsidiaries that are not Obligors;

(j) the establishment or creation of Wholly-Owned Domestic Subsidiaries by an Obligor, **provided**, in each case, such Obligor and such Subsidiary shall have complied with the provisions of Section 5.8 in respect thereof;

(k) any Guarantee of, or assumption of Indebtedness of, any other Person in either case to the extent the Person incurring such Guarantee or assuming such Indebtedness would have been permitted to incur the underlying Indebtedness under Section 6.1;

(l) Investments in negotiable instruments deposited or to be deposited for collection in the Ordinary Course of Business;

(m) equity Investments by any Obligor in any Restricted Subsidiary of such Obligor which is required by law to maintain a minimum net capital requirement or as may be otherwise required by applicable law;

(n) Investments held by a Person acquired in a Permitted Acquisition or other similar permitted Investment to the extent that such Investments were not made in contemplation of or in connection with such Permitted Acquisition and were in existence on the date of such Permitted Acquisition or other similar permitted Investment;

(o) (i) loans and advances to officers, directors or employees for business related travel expenses, moving expenses and other similar expenses, including as part of a recruitment or retention plan, in each case incurred in the Ordinary Course of Business, (ii) non-cash loans to officers, directors and employees of Holdings or any of its Restricted Subsidiaries or Affiliates to simultaneously purchase Equity Interests of Holdings, and (iii) other loans and advances to such officers, directors and employees (including loans in connection with a stock option or restricted stock plan or other benefit or equity incentive plan of Holdings) not to exceed an aggregate amount of $2,000,000 at any time outstanding;

(p) unsecured loans, advances or other extensions of credit with a term not longer than twelve (12) months to Protected Vendors in an aggregate amount at any time outstanding not to exceed $3,000,000 (which cap amount, for purposes of clarity, shall not include trade payables in the Ordinary Course of Business);

(q) any acquisition or other Investments in an amount not to exceed the aggregate amount of net cash proceeds of any Permitted Equity Issuance received by any Borrower or any Restricted Subsidiary (to the extent such proceeds have not previously been (and are not simultaneously being) applied to anything (including any Restricted Payment under Section 6.6(l)) other than such particular use or transaction) made after the Effective Date;

(r) Investments made in Unrestricted Subsidiaries not to exceed the greater of (x) $4,500,000 and (y) 15% of Consolidated EBITDA (determined at the time of any such Investment (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)) in the aggregate at any time outstanding for all such Investments, *minus* any the amount of any Investments made pursuant to Section 6.5(d);

(s) other Investments (x) at any time outstanding in an aggregate amount up to but not exceeding the greater of (A) $10,000,000 and (B) 35% of Consolidated EBITDA (determined at the time of any such Investment (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)) in the aggregate at any time outstanding for all such Investments (the "***General Investment Basket***"), *plus*, other than for use in respect of any Investments to be made in Unrestricted Subsidiaries, any unused amounts reallocated from the General Junior Debt Basket and the General Restricted Payment Basket and (y) in an amount such that, after giving effect to any such Investment and incurrence of any Indebtedness in connection therewith, the Consolidated First Lien Leverage Ratio calculated on a *pro forma* basis as of the last day of the Fiscal Quarter for which financial statements have last been delivered to the Lenders pursuant to Section 5.1(a) or 5.1(b) is not greater than 3.50 to 1.00 (determined at the time any such Investment is made); **provided** that, for any Investment pursuant to this clause (s)(y), no Event of Default pursuant to Section 8.1(a), (b), (h) or (i) has occurred and is continuing at the time of each such Investment;

(t) Investments using the Available Amount so long as, subject to the Limited Condition Transaction Provision in connection with a Limited Condition Transaction, (i) no Event of Default pursuant to Section 8.1(a), (b), (h) or (i) shall exist or result from the use of such Available Amount, in each case, on such date that the Borrowers elect to apply the same to such Investments and (ii) Consolidated Net Leverage Ratio calculated on a *pro forma* basis as of the last day of the Fiscal Quarter for which financial statements have last been delivered to the Lenders pursuant to Section 5.1(a) or 5.1(b) is not greater than 4.50 to 1.00 (determined at the time any such Investment is made);

(u) Investments the payment for which consists of Equity Interests (other than Disqualified Equity Interests) of Holdings; **provided** that the proceeds from such Equity Interests will not increase the Available Amount;

(v) Investments made in connection with any Permitted Reorganization or IPO Reorganization;

(w) promissory notes, securities and other non-cash consideration received in connection with Dispositions permitted by Section 6.4;

(x) Investments made to effect, or otherwise in connection with, the Transactions;

(y) Investments in the Ordinary Course of Business consisting of UCC Article 3 endorsements for collection or deposit and UCC Article 4 customary trade arrangements with customers consistent with past practices;

(z) Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy or reorganization of suppliers and customers or in settlement of delinquent obligations of, or other disputes with, customers and suppliers arising in the Ordinary Course of Business or upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

(aa) loans and advances to any direct or indirect parent of any Borrower not in excess of the amount of (after giving effect to any other loans, advances or Restricted Payments in respect thereof) Restricted Payments to the extent permitted to be made to such parent in accordance with Section 6.6, such Investment being treated for purposes of the applicable clause of Section 6.6, including any limitations, as if a Restricted Payment had been made pursuant to such clause in an amount equal to such Investment;

(bb) Investments made in the Ordinary Course of Business in connection with obtaining, maintaining or renewing client contracts and loans or advances made to distributors and suppliers in the Ordinary Course of Business;

(cc) (i) any Investment in a Receivables Subsidiary or a Securitization Subsidiary in order to effectuate a Receivables Facility or a Qualified Securitization Financing, respectively, or any Investment by a Receivables Subsidiary or a Securitization Subsidiary in any other Person in connection with a Receivables Facility or a Qualified Securitization Financing, respectively; **provided** that any such Investment in a Receivables Subsidiary or a Securitization Subsidiary is in the form of a contribution of additional Receivables Assets, as applicable, and (ii) distributions or payments of Receivables Fees or Securitization Fees and purchases of Receivables Assets pursuant to a Securitization Repurchase Obligation in connection with a Receivables Facility or a Qualified Securitization Financing, respectively;

(dd) Investments in deposit accounts, commodities and securities accounts opened in the Ordinary Course of Business; and

(ee) Loans repurchased by any Borrower or a Restricted Subsidiary pursuant to and in accordance with Sections 2.10 and 10.4(g) under this Agreement;

For purposes of this Section 6.5 the aggregate amount of an Investment at any time shall be deemed to be equal to (i) the aggregate amount of cash, together with the aggregate Fair Market Value of property, loaned, advanced, contributed, transferred or otherwise invested that gives rise to such Investment *minus* (ii) the aggregate amount of distributions or other repayments received in cash in respect of such Investment, and the refund of capital with respect to, and the payment of interest or dividends on, the original principal amount of any such Investment. The amount of an Investment shall not in any event be reduced by reason of any write-off of such Investment nor increased by any increase in the amount of earnings retained in the Person in which such Investment is made or by any increase in the value of such Investment.

6.6 Restricted Payments. No Obligor shall, nor shall it permit any of its Restricted Subsidiaries to, declare or make any Restricted Payment, other than:

(a) Restricted Payments by any Restricted Subsidiary to any Borrower or any other Restricted Subsidiary that directly or indirectly owns Equity Interests of such Restricted Subsidiary (and, in the case of a Restricted Payment by a non-Wholly Owned Subsidiary, to a Borrower or such Restricted Subsidiary and to each other owner of Equity Interests of such Restricted Subsidiary based on their relative ownership interests, it being understood, however, that any such Restricted Subsidiary may exclude one or more classes of equity holders from any such Restricted Payment so long as the class or classes of Equity Interests owned by a Borrower or such Restricted Subsidiary are not excluded from any such Restricted Payment);

(b) [reserved];

(c) so long as no Change in Control occurs, Restricted Payments payable in Equity Interests of Holdings;

(d) (i) payment of reasonable compensation to officers, directors, and employees for actual services rendered to the Obligors or any direct or indirect parent thereof (but excluding, for the avoidance of doubt, the portion of any such compensation, if any, that is attributable to the ownership or operations of any subsidiary of any such parent other than Holdings, the Borrowers and the Restricted Subsidiaries) (in the case of directors, in an amount not to exceed $~~7~~1,250,000 in any Fiscal Year) and reimbursement of out-of-pocket expenses actually incurred by such officers, directors, and employees in the Ordinary Course of Business, and (ii) payments permitted pursuant to Sections 6.7(d) and 6.7(e);

(e) (i) the payment of management fees to Sponsor in an amount not to exceed the amount required by the Management Agreement as in effect as of the Effective Date so long as no Event of Default pursuant to Section 8.1(a), (b), (h) or (i) has occurred and is continuing at such time, it being understood and agreed that during such Event of Default, such fees may continue to accrue and become payable upon the waiver of the relevant Event of Default, (ii) indemnification and reimbursement of expenses to the Sponsor or its designees required by the Management Agreement as in effect on the Effective Date, (iii) other payments under the Management Agreement as in effect on the Effective Date and (iv) so long as no Event of Default pursuant to Section 8.1(a), (b), (h) or (i) has occurred and is continuing, other payments under the Management Agreement as compensation for future services provided by Sponsor (including fees in connection with the closing of any future merger, acquisition, disposition, recapitalization, issuance of securities, financing or other similar transaction but not in the form of a dividend, distribution, repurchase, redemption or management fee);

(f) after an Initial Public Offering, any Restricted Payment by any Borrower or any other direct or indirect parent of any Borrower to pay listing fees and other costs and expenses attributable to being a publicly traded company which are reasonable and customary and additional Restricted Payments in an aggregate amount per calendar year not to exceed an amount equal to 7% of the net cash proceeds received by or contributed to any Borrower or any Restricted Subsidiary from any Initial Public Offering;

(g) a Restricted Payment to pay for the repurchase, retirement or other acquisition or retirement for value of Equity Interests of Holdings (or any direct or indirect parent thereof) held by any former employee, director, officer, consultant, partners or managers (or any spouses, ex-spouses, successors, heirs or estates of any of the foregoing) of a Borrower or any of its Restricted Subsidiaries pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement, or any equity subscription or equity holder agreement (including, for the avoidance of doubt, any principal and interest payable on any notes issued by Holdings in connection with such repurchase, retirement or other acquisition to the extent permitted by Section 6.1(h)), including any Equity Interest issued to management of any Borrower in connection with the Transactions; **provided** that the aggregate amount of Restricted Payments made under this Section 6.6(g) does not exceed the greater of (x) $4,500,000 and (y) 15% of Consolidated EBITDA (determined at the time of any such Restricted Payment (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or 5.1(b)) in any calendar year *plus* the proceeds of key man life insurance policies received by any Borrower or any Restricted Subsidiary (with unused amounts in any calendar year being carried over to the next two succeeding calendar years); **provided further** that no Event of Default pursuant to Section 8.1(a), (b), (h) or (i) has occurred and is continuing at the time of such Restricted Payment;

(h) the Borrowers or any Restricted Subsidiary may make distributions to current or former employees, officers, directors, consultants, partners or managers of the Borrowers or any of their Restricted Subsidiaries or Affiliates (or any spouses, ex-spouses, successors, heirs or estate of any of the foregoing) solely in the form of forgiveness of Indebtedness of such Persons owing to the Borrowers or any Restricted Subsidiary on account of repurchases of the stock options, restricted stock units, purchased shares or other Equity Interests of the Borrowers or any such Restricted Subsidiary held by such Persons; **provided** that such Indebtedness was incurred by such Persons solely to acquire Equity Interests of the Borrowers or any such Restricted Subsidiary;

(i) (i) Permitted Tax Distributions and (ii) dividends and distributions the proceeds of which shall be used by any Obligor or any Restricted Subsidiary thereof to pay (or make dividends and distributions to allow Holdings or any other direct or indirect parent of any Borrower that is an Obligor to pay) (x) franchise or other similar entity-level taxes, or (y) fees and expenses required to maintain its (or any of such direct or indirect parent's) corporate or legal existence;

(j) (i) Restricted Payments in an aggregate amount not to exceed the greater of (x) $7,500,000 and (y) and (y) 25% of Consolidated EBITDA (determined at the time of any such Restricted Payment (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or 5.1(b)) in the aggregate (the "***General Restricted Payment Basket***"), *minus* any amounts reallocated to the General Investment Basket and the General Junior Debt Basket, and (ii) additional Restricted Payments so long as (x) the Consolidated First Lien Leverage Ratio calculated on a *pro forma* basis as of the last day of the Fiscal Quarter for which financial statements have last been delivered to the Lenders pursuant to Section 5.1(a) or 5.1(b) is not greater than 3.50 to 1.00 and (y) no Event of Default has occurred and is continuing at such time or would result therefrom;

(k) Restricted Payments using the portion, if any, of the Available Amount on such date that the Borrowers elect to reallocate to such Restricted Payments so long as (i) no Event of Default shall exist or result from the use of such Available Amount and (ii) the Consolidated Net Leverage Ratio is not greater than 4.00 to 1.00 calculated on a *pro forma* basis as of the last day of the Fiscal Quarter for which financial statements have been delivered to the Lenders pursuant to Section 5.1(a) or 5.1(b);

(l) Restricted Payments not to exceed an amount equal to the aggregate amount of net cash proceeds from any Permitted Equity Issuance received by any Restricted Subsidiary (to the extent such proceeds have not previously been (and are not simultaneously being) applied to anything (including any Investment under Section 6.5(q)) other than such particular use or transaction) made after the Effective Date;

(m) the redemption, repurchase, retirement or other acquisition of any Equity Interest, including any accrued and unpaid dividends thereon, of Holdings, in exchange for, or out of the proceeds of, the substantially concurrent sale or issuance (other than to a Subsidiary) of, Equity Interests of Holdings or any direct or indirect parent thereof (in each case, other than any Disqualified Equity Interests);

(n) Restricted Payments made (i) to consummate the Transactions on or prior to the Effective Date or promptly thereafter, including any payments required under a corporate tax restructuring, (ii) in respect of working capital adjustments or purchase price adjustments and any other purchase price payment required pursuant to the Surf Merger Agreement, any Permitted Acquisition or other permitted Investments, (iii) in order to satisfy indemnity and other similar obligations under the Surf Merger Agreement, any Permitted Acquisition or other permitted Investments, and (iv) to holders of Equity Interests of any Borrower (immediately prior to giving effect to the Transactions) in connection with, or as a result of, their exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto, in each case, with respect to the Transactions;

(o) to the extent constituting Restricted Payments, the Borrower (or any direct or indirect parent thereof) and its Restricted Subsidiaries may enter into and consummate transactions permitted by any provision of Sections 5.14 (other than 5.14(r)), 6.3, 6.4 (other than 6.4(d)) and 6.5 (other than 6.5(aa));

(p) repurchases of Equity Interests in any Borrower or any Restricted Subsidiary of the Borrowers or any direct or indirect parent thereof owned by ~~an~~a director, officer or employee of any Borrower or any Restricted Subsidiary of the Borrowers deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price of such options or warrants;

(q) the Borrowers may make Restricted Payments to any direct or indirect parent of the Borrowers to pay:

(i) general corporate, administrative, compliance or other operating (including, expenses related to auditing or other accounting matters and director indemnities, fees and expenses) and overhead costs and expenses of any direct or indirect parent of the Borrowers to the extent such costs and expenses are attributable to the ownership or operation of the Borrowers and the Restricted Subsidiaries, including the Borrowers' and the Restricted Subsidiaries' proportionate share of such amount relating to such parent company being a public company~~, in an aggregate amount not to exceed $1,000,000 in any Fiscal Year with respect to items described in this clause (i),~~ (but excluding, for the avoidance of doubt, the portion of any such amount, if any, that is attributable to the ownership or operations of any subsidiary of such direct or indirect parent other than Holdings, the Borrowers and the Restricted Subsidiaries);

(ii) (A) fees and expenses (other than taxes), required to maintain the corporate, legal and organizational existence of Holdings or any of its direct or indirect parents and (B) distributions to such direct or indirect parent's equity owners in proportion to their equity interests sufficient to allow each such equity owner to receive an amount at least equal to the aggregate amount of its out-of-pocket costs to any unaffiliated third parties directly attributable to creating (including any incorporation or registration fees) and maintaining the existence of the applicable equity owner and legal and accounting and other costs directly attributable to maintaining its corporate, legal, or organizational existence and complying with applicable legal requirements, in each case, so long as attributable to the operations of the Borrowers and their Restricted Subsidiaries and such expenses are incurred in the Ordinary Course of Business;

(iii) to finance any Investment that would be permitted to be made pursuant to Sections 5.14 and 6.5 if such parent were subject to such Sections; provided that (A) such Restricted Payment shall be made substantially concurrently with the closing of such Investment, (B) such parent shall, promptly following the closing thereof, cause (1) all property acquired (whether assets or Equity Interests) to be contributed to a Borrower or the Restricted Subsidiaries that are Obligors or (2) the merger (to the extent permitted in Section 6.3) of the Person formed or acquired into a Borrower or its Restricted Subsidiaries that are Obligors (with a Borrower being the surviving or continuing entity to the extent party to such merger) in order to consummate such Permitted Acquisition or Investment, in each case, in accordance with the requirements of Section 5.8 (and such contribution shall not comprise or form a portion of the Excluded Contribution Amount or increase the amounts available for a Restricted Payment pursuant to Section 6.6 or otherwise constitute any portion of the Available Amount) and (C) such contribution shall constitute an Investment by the Borrowers or the applicable Restricted Subsidiaries, as the case may be, at the date of such contribution or merger, as applicable, in an amount equal to the amount of such Restricted Payment;

(iv) the proceeds of which shall be used by Holdings to pay (or to make Restricted Payments to allow any direct or indirect parent thereof to pay) reasonable fees and expenses (other than to Affiliates) related to any unsuccessful equity or debt offering by Holdings (or any direct or indirect parent thereof) to the extent the proceeds of such offering were (or were intended to be) contributed to a Borrower substantially concurrently with the consummation thereof;

(r) payments made or expected to be made by Holdings, any Borrower or any of the Restricted Subsidiaries in respect of withholding or similar Taxes payable with respect to any repurchases of Equity Interests permitted by Section 6.6(p), including deemed repurchases in connection with the exercise of stock options;

(s) Holdings, any Borrower or any of the Restricted Subsidiaries may pay (or distribute an amount necessary to pay) cash in lieu of fractional Equity Interests in de minimis amounts in connection with any dividend, split or combination thereof or any Permitted Acquisition;

(t) the payment of any Restricted Payment within 60 days after the date of irrevocable declaration thereof, if at the date of declaration or the giving of such notice such payment would have complied with the provisions of this Section 6.6; **provided** that the making of such Restricted Payment will reduce capacity for Restricted Payments pursuant to such other provision when so made;

(u) the distribution, by dividend or otherwise, of shares of Equity Interests of, or Indebtedness owed to a Borrower or a Restricted Subsidiary by, Unrestricted Subsidiaries or the proceeds thereof;

(v) Restricted Payments in an amount not to exceed the Excluded Contribution Amount;

(w) the declaration and payment of Restricted Payments by a Borrower to any direct or indirect parent of a Borrower in amounts required for any such direct or indirect parent (or such parent's direct or indirect equity owners) to pay:

(i) to the extent constituting Restricted Payments, amounts that would be permitted to be paid directly by the Borrower or its Restricted Subsidiaries under Section 5.14 (other than pursuant to Section 5.14(c)); and

(ii) "AHYDO" payments with respect to Indebtedness of any direct or indirect parent of a Borrower; **provided** that (A) the proceeds of such Indebtedness have been contributed to a Borrower as a capital contribution and (B) no Event of Default pursuant to Section 8.1(a), (b), (h) or (i) shall be continuing or would result therefrom; ~~and~~

(x) the making of the Third Amendment Dividend~~.~~; and

(y) the Fifth Amendment Transactions to the extent constituting Restricted Payments and required under the Fifth Amendment Transaction Agreement as in effect on the Fifth Amendment Effective Date.

6.7 Suja East, LLC. Notwithstanding anything herein to the contrary, Suja East, LLC, a Pennsylvania limited liability company, shall have no operations or assets at any time.

6.8 Restrictive Agreements. No Obligor shall, nor shall it permit any of its Restricted Subsidiaries to enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of such Obligor or any Restricted Subsidiary to (x) create, incur or permit to exist any Lien upon, or (y) to transfer to another Obligor, any of its assets, or (b) the ability of any Restricted Subsidiary to pay dividends or other distributions with respect to any Equity Interests it has issued or to make or repay loans or advances to the Borrowers or any other Restricted Subsidiary or to Guarantee Indebtedness of the Borrowers or any other Restricted Subsidiary, or invest in any Obligor or any other Restricted Subsidiary (any such agreement or arrangement, a "***Restrictive Agreement***"); **provided** that:

(i) the foregoing shall not apply to (A) restrictions and conditions imposed by law or by the Loan Documents, (B) restrictions and conditions existing on the Effective Date identified on Schedule 6.8 (but shall apply to any extension or renewal of, or any amendment or modification materially expanding the scope of, any such restriction or condition), (C) customary restrictions and conditions contained in agreements relating to the sale of a Person or the sale of any other assets pending such sale, **provided** such restrictions and conditions apply only to the Person that is, or such assets that are, to be sold and such sale is permitted hereunder, and (D) customary provisions in joint venture agreements or other similar agreements applicable to joint ventures permitted under Section 6.5;

(ii) the foregoing shall not apply to (A) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the property securing such Indebtedness, (B) customary provisions in leases, licenses and other contracts entered into in the Ordinary Course of Business restricting the assignment thereof, or the transfer of or creation of Liens on assets subject thereto, and (C) customary restrictions that arise in connection with any Permitted Encumbrance on any asset or property that is not, and is not required to be, Collateral, **provided** such restriction relates only to the specific property subject to such Lien and such restriction is not created for the purposes of avoiding the restrictions of this Section 6.8 or excluding such property from being Collateral;

(iii) the foregoing shall not apply to restrictions that are binding on a Restricted Subsidiary at the time such Restricted Subsidiary first becomes a Restricted Subsidiary of a Borrower, so long as (x) such obligations were not entered into in contemplation of such Person becoming a Restricted Subsidiary of a Borrower and (y) such restriction only applies to the assets of such Restricted Subsidiary that were acquired at the time such Restricted Subsidiary first became a Restricted Subsidiary;

(iv) the foregoing shall not apply to restrictions that represent Indebtedness of a Restricted Subsidiary of a Borrower which is not an Obligor which is permitted by Section 6.1, which does not apply to any Obligor;

(v) the foregoing shall not apply to customary restrictions (as reasonably determined by the Borrowers) that arise in connection with (x) any Lien permitted by Sections 6.2 and relate to the property subject to such Lien or (y) arise in connection with any Disposition permitted by Section 6.3 or 6.4 and relate solely to the assets or Person subject to such Disposition;

(vi) the foregoing shall not apply to negative pledges and restrictions on Liens in favor of any holder of Indebtedness permitted under Section 6.2 but solely to the extent any negative pledge relates to (i) the property financed by such Indebtedness and the proceeds, accessions and products thereof or (ii) the property secured by such Indebtedness and the proceeds, accessions and products thereof so long as the agreements governing such Indebtedness permit the Liens securing the Obligations;

(vii) the foregoing shall not apply to restrictions on cash or other deposits imposed by customers under contracts entered into in the Ordinary Course of Business and otherwise permitted under Section 6.2;

(viii) the foregoing shall not apply in connection with cash or other deposits permitted under Sections 6.2 and 6.5 and limited to such cash or deposit;

(ix) comprise of restrictions imposed by any agreement governing Indebtedness entered into on or after the Effective Date and permitted under Section 6.1 that are, taken as a whole, in the reasonable good faith judgment of the Borrowers, no more restrictive with respect to the Borrowers or any Restricted Subsidiary than customary current market terms for Indebtedness of such type (and, in any event, are no more restrictive than the restrictions contained in this Agreement), so long as the Borrowers shall have determined in good faith that such restrictions will not affect in any material respect its obligation or ability to make any payments required hereunder;

(x) are restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the Ordinary Course of Business;

(xi) are restrictions on cash earnest money deposits in favor of sellers in connection with acquisitions not prohibited hereunder;

(xii) other than with respect to the foregoing clause (a)(x), are restrictions that will not materially impair the Borrowers' ability to make payments under this Agreement and the other Loan Documents;

(xiii) the foregoing shall not apply to Standard Securitization Undertakings created in connection with any Receivables Facility or any Qualified Securitization Financing that, in the good faith determination of the board of directors (or analogous governing body) of the Borrowers, are necessary or advisable to effect such Receivables Facility or Qualified Securitization Financing, as the case may be and that only apply to Receivables Subsidiaries and Securitization Subsidiaries; and

(xiv) any encumbrances or restrictions of the type referred to in this Section 6.8 imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (i) through (xiii) above; **provided** that such amendments, modifications, restatements, renewals, increases, extensions, supplements, refundings, replacements, restructurings or refinancings are, in the good faith judgment of the Borrowers, not materially more restrictive with respect to such encumbrance and other restrictions taken as a whole than those prior to such amendment, modification, restatement, renewal, increase, extension, restructuring, supplement, refunding, replacement or refinancing;

provided that (x) the priority of any preferred Equity Interests (other than Disqualified Equity Interests) in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock and (y) the subordination of (including the application of any standstill requirements to) loans or advances made to any Borrower or any Restricted Subsidiary that is a Guarantor to other Indebtedness incurred by any Borrower or any Restricted Subsidiary that is a Guarantor shall not be deemed to constitute such an encumbrance or restriction.

6.9 Modifications of Certain Documents. No Obligor shall, nor shall it permit any of the Restricted Subsidiaries to, modify, supplement or waive of any of the provisions of (a) its Organizational Documents, the Surf Merger Agreement or the Second Amendment Acquisition Agreement without the prior written consent of Administrative Agent, other than modifications, supplements or waivers that are not materially adverse to Secured Parties or (b) the Management Agreement, solely with respect to increasing the fees (and other amounts) payable thereunder in excess of those in effect on the Effective Date without the prior written consent of the Administrative Agent.

6.10 [Reserved].

6.11 Hedging Agreements. No Obligor shall, nor shall it permit any of its Restricted Subsidiaries to, enter into any Hedging Agreement, except Hedging Agreements entered into in the Ordinary Course of Business to hedge or mitigate risks to which an Obligor or a Restricted Subsidiary has actual exposure in connection with fluctuations of commodity prices, currencies or interest rates and not for any speculative purposes.

6.12 [Reserved].

6.13 Use of Proceeds and Letters of Credit. No Obligor shall, nor shall it permit any of its Restricted Subsidiaries to: (a) use the proceeds of the Initial Term Loans and Revolving Credit Loans made on the Effective Date for any purpose other than to (i) consummate the Transactions, (ii) pay the Transaction Costs, (iii) issue Letters of Credit to replace existing letters of credit of the Borrowers and their Restricted Subsidiaries on the Effective Date, (iv) to fund any working capital adjustments required by the Surf Merger Agreement and (v) fund any original issue discount and upfront fees required pursuant to the Fee Letter; provided that the aggregate amount of Revolving Credit Loans made on the Effective Date shall not exceed $3,000,000; (b) use the proceeds of the Revolving Credit Loans and Swingline Loans made after the Effective Date for any purposes other than to fund the Borrowers' working capital and general corporate purposes (including Permitted Acquisitions but subject to Section 6.15) or, subject to the terms and conditions of this Agreement and the other Loan Documents, the general corporate purposes of any Obligor; (c) use any part of the proceeds of any Loan, whether directly or indirectly, for any purpose that violates any of the Regulations of the Board, including Regulations U and X; (d) use the proceeds of the Second Amendment Term Loans made on the Second Amendment Effective Date for any purpose other than to (i) consummate the Second Amendment Acquisition and (ii) pay the Second Amendment Transaction Costs; or (e) use the proceeds of the Third Amendment Term Loans made on the Third Amendment Effective Date for any purpose other than to (i) make the Third Amendment Dividend and (ii) pay the Third Amendment Transaction Costs. No Obligor shall, directly or knowingly indirectly, use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person, (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of comprehensive Sanctions in violation of Sanctions, or (ii) in any other manner that would result in a violation of Sanctions by any Person participating in the Loans, whether as underwriter, advisor, investor, or otherwise, or (iii) for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of any Anti-Corruption Laws that may be applicable. The proceeds of the Fourth Amendment Delayed Draw Term Loans shall only be used to (A) pay Fourth Amendment Transaction Costs, (B) fund (or reimburse) Capital Expenditures, (C) to repay Revolving Credit Loans and/or replenish balance sheet cash used for the foregoing purposes, and (D) to pay fees and expenses in connection with the foregoing, and the Borrowers shall be permitted to seek reimbursement of any such expenditure, including any such expenditure originally funded with the proceeds of a Revolving Credit Loan or balance sheet cash, up to and including one hundred twenty (120) days following the date of the relevant expenditure.

6.14 Limitation on Activities of Holdings. Notwithstanding anything to the contrary in this Agreement or any other Loan Document: Holdings shall not (i) conduct, transact or otherwise engage in, any material business or material operations or own any material assets other than: (1) maintaining its corporate existence, (2) the execution and delivery of, and the performance of its obligations with respect to, the Loan Documents to which it is a party, (3) owning the Equity Interests of any Borrower and their Subsidiaries, (4) the consummation of the Transactions and the execution, delivery and performance of the obligations under the Surf Merger Agreement and the other agreements contemplated thereby, (5) the payment of Restricted Payments including dividends and distributions, the making of Investments, and the Guarantee of Indebtedness permitted to be incurred hereunder by any Borrower or any Restricted Subsidiary pursuant to Section 6.1, (6) the performing of activities in preparation for and consummating any public offering of its Equity Interests or any other issuance or sale of its Equity Interests (other than Disqualified Equity Interests), including paying fees and expenses related thereto, (7) the participation in tax, accounting and other administrative matters as a member of a consolidated group, including compliance with applicable laws and legal, tax and accounting matters related thereto and activities relating to its officers, directors, managers and employees, (8) subject to Section 5.10, the holding of any cash and Cash Equivalents (but not operating any property) on a temporary basis to consummate a transaction otherwise permitted hereunder, (9) the entry into, and performance of its obligations with respect to, contracts and other arrangements with officers, managers, employees, consultants, independent contractors and directors of Holdings or any of its Subsidiaries relating to their employment or directorships (including the providing of indemnification to such Persons), (10) the obtainment of, and the payment of any fees and expenses for, management, consulting, monitoring, investment banking, advisory and other services to the extent otherwise permitted by this Agreement, (11) any transaction between Holdings and any Borrower or any Subsidiary expressly permitted under this Section 6, including (x) holding any cash or property received in connection with Restricted Payments made by any Borrower or any Subsidiary in accordance with Section 6.6 pending application thereof by Holdings in the manner contemplated by Section 6.6 and (y) the provision of guarantees in the Ordinary Course of Business in respect of obligations of any Borrower or any Restricted Subsidiary to suppliers, customers, franchisees, lessors, licensees, sublicensees or distribution partners; provided, for the avoidance of doubt, that such guarantees shall not be in respect of Indebtedness for borrowed money, (12) maintaining deposit accounts in connection with the conduct of its business, (13) [reserved], (14) if applicable, participating in tax, accounting and other administrative matters as a member of the consolidated group and the provision of administrative and advisory services (including treasury and insurance services) to its Subsidiaries of a type customarily provided by a holding company to its Subsidiaries, (15) providing indemnification to officers and directors, (16) activities reasonably relating to any Permitted Reorganization (17) merging, amalgamating or consolidating with or into any direct or indirect parent or subsidiary of Holdings that becomes "New Holdings" (in compliance with the definitions of "Holdings" and "New Holdings" in this Agreement), (18) activities incidental to Permitted Acquisitions or similar Investments consummated by the Borrowers and the Restricted Subsidiaries, including the formation of acquisition vehicle entities and intercompany loans and/or Investments incidental to such Permitted Acquisitions or similar Investments, (19) any transaction with the Borrowers or any Restricted Subsidiary to the extent expressly permitted under this Article 6, (20) making contributions to the capital of its Subsidiaries ~~and~~, (21) consummating the Fifth Amendment Transactions and (22) activities incidental to the businesses or activities described in the foregoing clauses (1) through (2~~0~~1), and (ii) incur, create, assume or suffer to exist any Indebtedness or other liabilities or financial obligations, except (1) nonconsensual obligations imposed by operation of law, (2) customary obligations under any stock option or restricted stock plan or other benefit or equity incentive plan, (3) obligations under the Loan Documents, and (4) Indebtedness that is expressly permitted under clause (i) of this Section 6.14.

6.15 Prepayments of Indebtedness. No Company shall make any voluntary payment or prepayment of the principal of or interest on, or any other amount owing in respect of, any Subordinated Indebtedness, Indebtedness secured on a junior basis to the Obligations, or unsecured Indebtedness with a principal amount in excess of the greater of (1) $4,500,000 and (2) 15% of Consolidated EBITDA (determined at the time of any such prepayment (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or (b)) ("***Junior Debt***") except the Borrowers and their Restricted Subsidiaries may (i) make regularly scheduled payments, or redemptions or mandatory prepayments of principal and interest in respect of Junior Debt, (ii) prepay additional Junior Debt in an aggregate amount not to exceed the greater of (x) $7,500,000 and (y) and (y) 25% of Consolidated EBITDA (determined at the time of any such prepayment (calculated on a *pro forma* basis) as of the last day of the most recently ended four Fiscal Quarter period for which financial statements have been delivered pursuant to Section 5.1(a) or 5.1(b)) in the aggregate (the "***General Junior Debt Basket***"), *minus* any amounts reallocated to the General Investment Basket plus any amounts reallocated from the General Restricted Payment Basket, (iii) make payments on Junior Debt in an amount equal to the portion, if any, of the Available Amount on such date so long as, (x) no Event of Default shall exist or result therefrom and (y) the Consolidated Net Leverage Ratio is not greater than 4.00 to 1.00 calculated on a *pro forma* basis as of the last day of the Fiscal Quarter for which financial statements have been delivered to the Lenders pursuant to Section 5.1(a) or (b), (iv) make payments on Junior Debt in additional amounts so long as (x) no Event of Default shall exist or result therefrom and (y) the Consolidated First Lien Leverage Ratio is not greater than 3.50 to 1.00 calculated on a *pro forma* basis as of the last day of the Fiscal Quarter for which financial statements have been delivered to the Lenders pursuant to Section 5.1(a) or (b), (v) refinance any Junior Debt with any Indebtedness permitted by Section 6.1, (vi) convert or exchange any Junior Debt to Equity Interests (other than Disqualified Equity Interests) of Holdings or any of its direct or indirect parents, and (vii) make payments on Junior Debt in an amount not to exceed the Excluded Contribution Amount (other than amounts constituting Specified Equity Contributions or the Available Amount).

Notwithstanding anything to the contrary in any Loan Document, (x) the Borrowers may make regularly scheduled payments of interest and fees on any Junior Debt, and may make any payments required by the terms of such Indebtedness in order to avoid the application of Section 163(e)(5) of the Code to such Indebtedness (y) no payment shall be permitted to be made on any earn-out or similar obligation in relation to a Permitted Acquisition or other permitted Investment or any Indebtedness pursuant to Section 6.01(i), in each case to the extent any Event of Default pursuant to Section 8.1(a), (b), (h) or (i) is continuing or would result therefrom.

7. FINANCIAL COVENANT.

7.1 Consolidated Net Leverage Ratio. The Borrowers shall not permit the Consolidated Net Leverage Ratio to exceed the applicable ratio set forth below as of the last day of the applicable Fiscal Quarter, commencing with the Fiscal Quarter ending December 27, 2021:

Fiscal Quarter	Consolidated Net Leverage Ratio
Fiscal Quarter ending December 27, 2021 and each Fiscal Quarter ending through and including September 26, 2022	6.00 to 1.00
Fiscal Quarter ending December 26, 2022 and each Fiscal Quarter ending through and including September 25, 2023	5.50 to 1.00
Fiscal Quarter ending January 1, 2024 and each Fiscal Quarter ending through and including September 30, 2024	3.50 to 1.00
Fiscal Quarter ending December 30, 2024 and each Fiscal Quarter ending through and including December 29, 2025	6.50 to 1.00
Fiscal Quarter ending March 30, 2026 and each Fiscal Quarter ending through and including December 28, 2026	5.50 to 1.00
Fiscal Quarter ending March 29, 2027 and each Fiscal Quarter ending through and including December 27, 2027	4.50 to 1.00
Fiscal Quarter ending March 27, 2028 and each Fiscal Quarter ending thereafter	3.50 to 1.00

8. EVENTS OF DEFAULT; REMEDIES.

8.1 Event of Default. If any of the following events (each such an event, an "***Event of Default***") shall occur:

(a) Obligors shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement or deposit any funds as cash collateral in respect of any Letter of Credit when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) Obligors shall fail to pay (i) any interest on any Loan or LC Disbursement or (ii) any fee or any other amount (other than an amount referred to in clause (a) of this Section) payable under this Agreement or under any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of (x) with respect to the foregoing clause (i), five or more Business Days and (ii) with respect to the foregoing clause (ii), ten or more Business Days;

(c) any certification, representation, or warranty made or deemed made by or on behalf of any Obligor in or in connection with this Agreement or any other Loan Document or in any report, certificate, financial statement, or other document furnished pursuant to or in connection with this Agreement or any other Loan Document, shall prove to have been incorrect in any material respect when made or deemed made (unless any such certification, representation or warranty is qualified as to materiality or as to Material Adverse Effect, in which case such certification, representation and warranty shall prove to have been incorrect in any respect), and such failure shall continue unremedied for a period of 30 or more days with respect to any such failure that is capable of being cured;

(d) any Obligor shall fail to observe or perform any covenant, condition or agreement contained in Section 5.2(a), 5.3 (with respect to Holdings' or any Borrower's existence), 5.17, 6, or 7; **provided** that (x) the covenant in Section 7 is subject to cure pursuant to Section 8.3, and (y) failure to comply with Section 7 shall not constitute an Event of Default until the termination of the Cure Period;

(e) any Obligor shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in clause (a), (b), or (d) of this Section) or any other Loan Document and such failure shall continue unremedied for a period of 30 or more days from written notice by the Administrative Agent to the Borrower Representative;

(f) any Obligor shall fail to make any payment (including of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable (after giving effect to any applicable notice requirement or grace period);

(g) any event or condition occurs that results in any Material Indebtedness (other than the Obligations) becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any such Material Indebtedness or any trustee or agent on its or their behalf to cause any such Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity (after giving effect to any applicable notice requirement or grace period); **provided** that this clause (g) shall not apply to (i) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property securing such Indebtedness in a transaction permitted hereunder, (ii) any Indebtedness if (x) the sole remedy of the holder thereof in the event of the non-payment of such Indebtedness or the non-payment or non-performance of obligations related thereto or (y) sole option is to elect, in each case, to convert such Indebtedness into Qualified Equity Interests and cash in lieu of fractional shares, (iii) in the case of Indebtedness which the holder thereof may elect to convert into Qualified Equity Interests, such Indebtedness from and after the date, if any, on which such conversion has been effected and (iv) any breach or default that is (x) remedied by Holdings, the applicable Borrower or the applicable Restricted Subsidiary or (y) waived (including in the form of amendment) by the required holders of the applicable item of Indebtedness, in either case, prior to any termination of the Commitments or the acceleration of Loans pursuant to this Section 8.1;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency or other relief in respect of any Obligor or any of its Material Subsidiaries or debts, or of a substantial part of its assets, under any Debtor Relief Laws or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator, liquidator, rehabilitator, or similar official for any Obligor or its Material Subsidiaries or for a substantial part of its or their assets, and, in any such case, such proceeding or petition shall continue undismissed for a period of 60 or more days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) any Obligor or its Material Subsidiaries shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, or other relief under any Debtor Relief Laws now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Section, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator, liquidator, rehabilitator, or similar official for any Obligor or its Material Subsidiaries or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take any organizational action to authorize any of the foregoing;

(j) one or more final and non-appealable judgments for the payment of money in an aggregate amount in excess of the greater of (i) $7,500,000 and (ii) 25.0% of Consolidated EBITDA (exclusive of amounts covered by insurance provided by a financially sound insurance company and for which such insurer has not denied coverage or the indemnity, or has not denied liability, as applicable, after notice) shall be rendered against any Obligor or its Restricted Subsidiary and the same shall remain undischarged for a period of 60 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of any Obligor or its Restricted Subsidiary to enforce any such judgment;

(k) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, would reasonably be expected to result in liability of any Obligor and its Restricted Subsidiaries in an aggregate amount that would have a Material Adverse Effect;

(l) [reserved];

(m) a Change in Control shall occur;

(n) the Liens created by the Security Documents shall at any time not constitute a valid and perfected first priority Lien on the Collateral intended to be covered thereby (other than any Collateral released under Section 9.10) in favor of Administrative Agent, free and clear of all other Liens (other than Permitted Encumbrances), other than as a result of a failure of the Administrative Agent or the Lenders to take any action required under the Loan Documents or, except for expiration or termination in accordance with its terms or with the consent of Administrative Agent, any of the Loan Documents shall for whatever reason be terminated or cease to be in full force and effect, or enforceability thereof shall be contested by any Obligor, or any Borrower or any Person acting by or on behalf of any Borrower shall deny or disaffirm any Borrower's obligations under Section 10.22 or Section 10.23;

(o) [reserved]; or

(p) (i) an Intercreditor Agreement or the subordination provisions of the documents evidencing or governing any Subordinated Indebtedness constituting Material Indebtedness (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 such Subordinated Indebtedness constituting Material Indebtedness, other than as a result of a failure of the Administrative Agent or the Lenders to take any action required under the Loan Documents; or (ii) any Obligor or holder of such Subordinated Indebtedness constituting Material Indebtedness shall 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 Administrative Agent, the Lenders and Issuing Lender, or (C) that all payments of principal of or premium and interest on such Subordinated Indebtedness, or realized from the liquidation of any property of any Obligor, shall be subject to any of the Subordination Provisions; or (iii) any Intercreditor Agreement or Subordination Agreement related to Material Indebtedness shall cease to be in full force and effect or the Loans shall cease to constitute "Senior Indebtedness" (or similar term) thereunder;

then, in every such event (other than an event with respect to any Obligor described in clause (h) or (i) of this Section 8.1), and at any time thereafter during the continuance of such event, Administrative Agent may with the consent of the Required Lenders, and at the request of the Required Lenders shall, by notice to the Borrower Representative, take any or all of the following actions, at the same or different times: (i) terminate the Commitments including any obligation of Issuing Lender to issue Letters of Credit, and thereupon the Commitments and obligations shall terminate immediately, (ii) require that the Borrowers cash collateralize the aggregate LC Exposure, (iii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Obligors 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 each Obligor, and (iv) exercise on behalf of itself, the Lenders and Issuing Lender all rights and remedies available to it, the Lenders and Issuing Lender under the Loan Documents and applicable law; and in case of any event with respect to any Obligor described in clause (h) or (i) of this Section 8.1, the Commitments, and Issuing Lender's obligation to issue Letters of Credit, shall automatically terminate, the obligation of the Borrowers to cash collateralize the LC Exposure shall automatically become effective, and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Obligors accrued hereunder and under the other Loan Documents, shall automatically become due and payable, 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 each Obligor. In addition, if any Event of Default shall exist, Administrative Agent may foreclose or otherwise enforce any Lien granted to the Administrative Agent, for the benefit of the Secured Parties, to secure payment and performance of the Obligations in accordance with the terms of the Loan Documents and exercise any and all rights and remedies afforded by applicable law, by any of the Loan Documents, by equity, or otherwise.

8.2 **Application of Payment**. Subsequent to the acceleration of the Obligations under Section 8.1 hereof, subject to any applicable Intercreditor Agreements, payments and prepayments with respect to the Obligations made to the Administrative Agent, the Lenders, Issuing Lender, Swingline Lender or otherwise received by Administrative Agent, any Lender, Issuing Lender or Swingline Lender (from realization on Collateral or otherwise, but excluding any funds held to cash collateralize the LC Exposure which shall be applied to, or held to pay, the LC Exposure as set forth in Section 2.5(l) and subject to rights of Non-Defaulting Lenders pursuant to Section 2.21) shall be distributed in the following order of priority: **FIRST**, to the fees, indemnities, expenses and other amounts (including attorneys' fees and expenses), if any, payable to the Administrative Agent in its capacity as such; **SECOND**, to the fees, indemnities and other amounts (other than principal, reimbursement obligations in respect of LC Disbursements and interest) payable to the Lenders and the Issuing Lender (including attorneys' fees and expenses) arising under the Loans Documents, ratably among them in proportion to the respective amounts described in this clause payable to them; **THIRD**, to the payment of interest then due and payable on the Swingline Loans; **FOURTH,** to the payment of the principal of any Swingline Loans then outstanding; **FIFTH**, to the payment of interest then due and payable on any outstanding LC Disbursements, the Revolving Credit Loans, and the Term Loans, on a pro rata basis; **SIXTH**, on a pro rata basis, to (a) the payment of principal of the Revolving Credit Loans, (b) the payment of principal of the Term Loans, (c) cash collateralize the LC Exposure in accordance with clause (a) of the definition of "Fully Satisfied" set forth in this Agreement, and (d) the payment of any Bank Product Obligations, until each of the foregoing Obligations in clauses (a) through (d) of this Section 8.2 are Fully Satisfied; **SEVENTH**, to any other Obligations not otherwise referred to in this Section; and **EIGHTH**, to the applicable Obligors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct. The Administrative Agent shall have absolute discretion as to the time of application of any such proceeds, moneys, or balances in accordance with this Agreement. Notwithstanding anything to the contrary set forth above, in no event shall any proceeds of any Collateral owned, or any Guarantee provided, by any Obligor under any Loan Document be applied to repay or cash collateralize any Excluded Swap Obligation with respect to such Obligor; **provided**, that Administrative Agent may elect to apply the proceeds of any such Collateral or Guarantee to repay or cash collateralize any Obligations (other than Excluded Swap Obligation with respect to such Obligor) in accordance with the priority set forth above before applying the proceeds of any other Collateral or Guarantee provided under any Loan Document, if in the reasonable determination of Administrative Agent, such order of application will maximize the repayment of all of the Obligations. Upon any sale of Collateral by Administrative Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money by Administrative Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof.

8.3 **Right to Cure**. Notwithstanding anything to the contrary contained in Section 8.1, in the event that the Borrowers fail (or, but for the operation of this Section 8.3, would fail) to comply with the Financial Covenant, as of the last day of any Fiscal Quarter in which such Financial Covenant is required to be tested, at any time after the last day of such Fiscal Quarter until the day that is 15 Business Days after the date that financial statements for such Fiscal Quarter are required to be delivered pursuant to Section 5.1(a) or 5.1(b), Holdings shall have the right to issue Qualified Equity Interests for cash or otherwise receive cash contributions in respect of Qualified Equity Interests which is promptly contributed to the capital of any Borrower, and thereupon such Financial Covenant shall be recalculated by increasing Consolidated EBITDA by the amount of such Specified Equity Contribution with respect to such Fiscal Quarter and any four-quarter period that contains such Fiscal Quarter; **provided** that, (a) in each 4 consecutive Fiscal Quarter period, there shall be no more than 2 Fiscal Quarters in which a Specified Equity Contribution is made, (b) no more than 5 Specified Equity Contributions may be made in the aggregate during the term of this Agreement, (c) the amount of any Specified Equity Contribution shall be no greater than the amount required to cause the Borrowers to be in compliance with the Financial Covenant, (d) any adjustment on a *pro forma* basis to Consolidated EBITDA resulting from any Specified Equity Contribution shall be counted as Consolidated EBITDA solely for purposes of determining compliance with the Financial Covenant and shall not be included for any other purpose (including for purposes of determining the Applicable Margin or any financial ratio-based conditions or any "baskets") during any Fiscal Quarter in which the *pro forma* adjustment applies, (e) no Lender shall be required to fund any Borrowing or Letter of Credit extension during the 15 Business Day period referred to above unless a Borrower has received the proceeds of the Specified Equity Contribution in an amount required to cause Borrowers to be in compliance with the Financial Covenant, (f) for the avoidance of doubt, in recalculating the Financial Covenant by increasing Consolidated EBITDA as set forth above, there shall be no *pro forma* effect given to any reduction of Indebtedness with the Specified Equity Contribution in such recalculation of the Financial Covenant for such Fiscal Quarter in which such Specified Equity Contribution is made, (g) no Default or Event of Default shall exist with respect to the Financial Covenant until the end of the 15 Business Day period referenced above (the "***Cure Termination Date***") and (h) none of the Administrative Agent, any Lender or any Secured party shall exercise any rights or remedies until after the Cure Termination Date solely on the basis of a Default or Event of Default having occurred and being continuing with respect to the Financial Covenant for the applicable Fiscal Quarter. If, after giving effect to the adjustments in this paragraph, the Borrowers shall then be in compliance with the requirements of the Financial Covenant, the Borrowers shall be deemed to have satisfied the requirements of the Financial Covenant as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach or default of the Financial Covenant that had occurred shall be deemed cured for the purposes of this Agreement.

8.4 **Performance by Administrative Agent**. If any Obligor shall fail to perform any covenant or agreement in accordance with the terms of the Loan Documents, if an Event of Default has occurred and is continuing, upon five Business Days' notice, the Administrative Agent may perform or attempt to perform such covenant or agreement on behalf of the applicable Obligor. In such event, the Borrowers shall, at the request of Administrative Agent promptly pay any amount expended by Administrative Agent in connection with such performance or attempted performance to the Administrative Agent, together with interest thereon at the interest rate provided for in Section 2.12(c) from and including the date of such expenditure to but excluding the date such expenditure is paid in full. Notwithstanding the foregoing, it is expressly agreed that neither Administrative Agent nor any Lender shall have any liability or responsibility for the performance of any obligation of any Obligor under any Loan Documents.

9. ADMINISTRATIVE AGENT

9.1 Authorization and Action.

(a) Each of the Lenders and Issuing Lender hereby irrevocably appoints Administrative Agent to act on its behalf as Administrative Agent hereunder and under the other Loan Documents and authorizes 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 Section 9 are solely for the benefit of Administrative Agent, the Lenders, and Issuing Lender, and no Obligor has rights as a third-party beneficiary of any of such provisions (other than in respect of Sections 9.1, 9.5, 9.6 and 9.10, 9.11, 9.12, 9.13 and 9.14). 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) Administrative Agent shall also act as the collateral agent under the Loan Documents, and each of the Lenders and Issuing Lender hereby irrevocably appoints and authorizes Administrative Agent to act as the agent of such Lender and Issuing Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Obligors to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, Administrative Agent, as collateral agent and any co-agents, sub-agents and attorneys-in-fact appointed by Administrative Agent pursuant to Section 9.5 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, (or for exercising any rights and remedies thereunder at the direction of Administrative Agent), shall be entitled to the benefits of all provisions of this Sections 9 and 10 as if set forth in full herein with respect thereto. Administrative Agent is authorized on behalf of all the Lenders, without the necessity of any notice to or further consent from the Lenders or Issuing Lender, from time to time to take any action with respect to any Collateral or the Loan Documents which may be necessary to perfect and maintain perfected the Liens upon any Collateral granted pursuant to any Security Document.

9.2 Administrative Agent and its Affiliates.

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

(b) Each of the Lenders and Issuing Lender understands that the Person serving as Administrative Agent, acting in its individual capacity, and its Affiliates (collectively, the "***Agent's Group***") is engaged in a wide range of financial services and businesses (including investment management, financing, securities trading, corporate and investment banking and research) (such services and businesses are collectively referred to in this Section 9 as "***Activities***") any may engage in the Activities with or on behalf of one or more of the Obligors or their respective Affiliates. Furthermore, the Agent's Group may, in undertaking the Activities, engage in trading in financial products or undertake other investment businesses for its own account or on behalf of others (including the Obligors and their Affiliates and including holding, for its own account or on behalf of others, equity, debt and similar positions in the Borrowers, another Obligor or their respective Affiliates), including trading in or holding long, short or derivative positions in securities, loans, or other financial products of one or more of the Obligors or their Affiliates. Each Lender understands and agrees that in engaging in the Activities, the Agent's Group may receive or otherwise obtain information concerning the Obligors or their Affiliates (including information concerning the ability of the Obligors to perform their respective obligations hereunder and under the other Loan Documents) which information may not be available to any of the Lenders that are not members of the Agent's Group. Neither Administrative Agent nor any other member of the Agent's Group shall have any duty to disclose to any Lender or use on behalf of the Lenders, nor be liable for the failure to so disclose or use, any information whatsoever about or derived from the Activities or otherwise (including any information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any Obligor or any Affiliate of any Obligor) or to account for any revenue or profits obtained in connection with the Activities, except that Administrative Agent shall deliver or otherwise make available to each Lender such documents as are expressly required by any Loan Document to be transmitted by Administrative Agent to the Lenders.

(c) Each Lender further understands that there may be situations where members of the Agent's Group or their respective customers (including the Obligors and their Affiliates) either now have or may in the future have interests or take actions that may conflict with the interests of any one or more of the Lenders (including the interests of the Lenders hereunder and under the other Loan Documents). Each Lender agrees that no member of the Agent's Group is or shall be required to restrict its activities as a result of any Person serving as Administrative Agent being a member of the Agent's Group, and that each member of the Agent's Group may undertake any Activities without further consultation with or notification of any Lender. None of (i) this Agreement nor any other Loan Document, (ii) the receipt by the Agent's Group of information (including information concerning the ability of the Obligors to perform their respective obligations hereunder and under the other Loan Documents), or (iii) any other matter, shall give rise to any fiduciary, equitable, or contractual duties (including any duty of trust or confidence) owing by Administrative Agent or any member of the Agent's Group to any Lender including any such duty that would prevent or restrict the Agent's Group from acting on behalf of customers (including the Obligors or their Affiliates) or for its own account.

9.3 **Duties**. Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing; additionally, each Lender agrees that it will not assert any claim against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement and/or the transactions contemplated hereby;

(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 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 may seek clarification or direction from the Required Lenders prior to the exercise of any such instructed action and may refrain from acting until such clarification or direction has been provided. **Provided, further,** that Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose 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;

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

(d) shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Institutions, and specifically, it shall not (i) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Institution or (ii) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Institution; and

(e) shall not be required by this Agreement or any Loan Document to account to any Lender for any sum or the profit element of any sum received by the Administrative Agent for its own account.

9.4 Administrative Agent's Reliance, Lender Representations, Etc.

(a) Administrative Agent shall not be liable to the Lenders 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 Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 10.2 and 8) 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. Administrative Agent shall not be responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Obligor or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document (including, for the avoidance of doubt, in connection with the Administrative Agent's reliance on any Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page) or for any failure of any Obligor to perform its obligations hereunder or thereunder. Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice describing such Default is given to the Administrative Agent by an Obligor, a Lender, or Issuing Lender. 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 the creation, perfection or priority of any Lien purported to be created by the Security Documents, or (v) the satisfaction of any condition set forth in Section 4 or elsewhere herein or therein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

(b) 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 in good faith by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be 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 Issuing Lender, Administrative Agent may presume that such condition is satisfactory to such Lender or Issuing Lender unless Administrative Agent shall have received notice to the contrary from such Lender or Issuing Lender prior to the making of such Loan or the issuance of such Letter of Credit. Administrative Agent may consult with legal counsel (who may be counsel for an Obligor), 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. Without limiting the foregoing, the Administrative Agent makes no warranty or representation to any Lender or Issuing Lender and shall not be responsible to any Lender or Issuing Lender for any statements, warranties or representations made by or on behalf of any Obligor in connection with this Agreement or any other Loan Document.

(c) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrowers or any other Obligor, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Loans or the Commitments,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(d) In addition, unless sub-clause (i) in the immediately preceding clause (c) is true with respect to a Lender or such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (c), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrowers or any other Obligor, that:

(i) none of the Administrative Agent or any of its Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto),

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

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

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

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

(e) The Administrative Agent and its Affiliates hereby informs the Lenders that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Commitments and this Agreement, (ii) may recognize a gain if it extended the Loans or the Commitments for an amount less than the amount being paid for an interest in the Loans or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

(f) Each Lender, by delivering its signature page to this Agreement on the Effective Date, or delivering its signature page to an Assignment and Assumption or any other Loan Document pursuant to which it shall become a Lender hereunder, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or the Lenders on the Effective Date or the effective date of any such Assignment and Assumption or any other Loan Document pursuant to which it shall have become a Lender hereunder.

9.5 Sub-Agents. Administrative Agent may perform any and all 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 Administrative Agent (other than Disqualified Institutions). Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers by or through their respective Related Parties. Administrative Agent is authorized on behalf of all the Lenders, without the necessity of any notice to or further consent from the Lenders or Issuing Lender, from time to time to permit any co-agents, sub-agents and attorneys-in-fact appointed by Administrative Agent to take any action with respect to any Collateral or the Loan Documents which may be necessary to perfect and maintain perfected the Liens upon any Collateral granted pursuant to any Security Document. The exculpatory provisions of this Section 9, as well as all other indemnity and expense reimbursement provisions of this Agreement (including, without limitation, Section 10.3), shall apply to any such sub-agent and to the Related Parties of 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 and as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents. Administrative Agent shall not be responsible to the Lenders for the negligence or misconduct of any sub-agent except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

9.6 Resignation.

(a) Administrative Agent may resign at any time by giving notice of its resignation to the Lenders, Issuing Lender, and the Borrower Representative. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with and, so long as no Event of Default pursuant to Section 8.1(a), (b), (h) or (i) then exists, subject to the approval (not to be unreasonably withheld or delayed) of, the Borrower Representative, to appoint a successor, which shall be a Lender or a financial institution with an office in the United States, or an Affiliate of any such financial institution with an office in the United States. If no successor shall have been so appointed by the Required Lenders and, if applicable, the Borrowers 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, on behalf of the Lenders and Issuing Lender, appoint a successor Administrative Agent meeting the qualifications set forth above (including any requisite Borrower consent). Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date. Unless approved by the Borrower Representative in its sole discretion, no Disqualified Institution shall be a successor Administrative Agent.

(b) With effect from the Resignation Effective Date (a) the retiring 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 held by Administrative Agent on behalf of the Lenders or Issuing Lender under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (b) except for any indemnity payments owed to the retiring Administrative Agent, all payments, communications and determinations provided to be made by, to or through Administrative Agent shall instead be made by or to each Lender and each Issuing Lender directly, until such time 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 Administrative Agent (other than any rights to indemnity payments owed to the retiring Administrative Agent) and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Section and Section 10.3 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

(c) Any resignation by JPMorgan as Administrative Agent pursuant to this Section shall also constitute its resignation as Issuing Lender and, if applicable, Swingline Lender. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, (i) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Issuing Lender and Swingline Lender, (ii) the retiring Issuing Lender and Swingline Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (iii) the successor Issuing Lender 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 reasonably satisfactory to the retiring Issuing Lender to effectively assume the obligations of the retiring Issuing Lender with respect to such Letters of Credit.

9.7 **Lender Credit Decision**. Each Lender and Issuing Lender acknowledges that it has, independently and without reliance upon 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 Issuing Lender also acknowledges that it will, independently and without reliance upon 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. In this regard, each Lender further acknowledges that King & Spalding, LLP is acting in this transaction as special counsel to JPMorgan only, except to the extent otherwise expressly stated in any legal opinion or any Loan Document. Each other party hereto will consult with its own legal counsel to the extent that it deems necessary in connection with the Loan Documents and the matters contemplated therein.

9.8 **Other Agent Titles**. Anything herein to the contrary notwithstanding, none of the Persons listed as a "Lead Arranger," "Bookrunner" or "Documentation Agent" on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as Administrative Agent, a Lender or Issuing Lender hereunder.

9.9 Agent May File Proofs of Claim; Bankruptcy Events. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Obligor or any Subsidiary, Administrative Agent (irrespective of whether the principal of any Loan or LC Disbursement shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether Administrative Agent shall have made any demand any Obligor or any other Person primarily or secondarily liable) shall be entitled and empowered (but not obligated), 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, LC Disbursements 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, Issuing Lender and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, Issuing Lender and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, Issuing Lender and the Administrative Agent under Sections 2 and 10.3) 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 in accordance with this Agreement;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and Issuing Lender to make such payments to the Administrative Agent and, in the event that Administrative Agent shall consent to the making of such payments directly to the Lenders and Issuing Lender, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of Administrative Agent and its agents and counsel, and any other amounts due to the Administrative Agent under Sections 2 and 10.3. Nothing contained herein shall be deemed to authorize Administrative Agent to authorize or consent to or accept or adopt in each case on behalf of any Lender or Issuing Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations in any proceeding under any Debtor Relief Law.

9.10 Collateral.

(a) The Secured Parties irrevocably authorize and direct the Administrative Agent:

(i) to release any Lien (A) on all Collateral upon Full Satisfaction of all the Obligations and termination of the Commitments, (B) with respect to any Collateral that is sold or otherwise Disposed of to a Person other than an Obligor pursuant to a Disposition permitted by Section 6.4 (other than any Disposition permitted by clause (f) of Section 6.4), (C) on Collateral owned by a Subsidiary that is a Guarantor upon release of such Guarantor from its obligations under its Guaranty Agreement pursuant to clause (iii) below, (D) upon property constituting Excluded Property (as defined in the Security Agreement; or any similar term in any Security Document), (E) on Collateral in accordance with the terms of any Intercreditor Agreement or (F) subject to Section 10.2, as may be approved, authorized, or ratified in writing by the Required Lenders;

(ii) to subordinate any Lien on any Collateral to the holder of any Lien on such property that is permitted by clause (f) of the definition of "Permitted Encumbrances"; and

(iii) to release any Guarantor from its obligations under the Guaranty Agreement if such Person ceases to be a Subsidiary as a result of a transaction permitted under the Loan Documents or otherwise becomes an Excluded Subsidiary.

(b) Upon request by Administrative Agent at any time, the Secured Parties will confirm in writing Administrative Agent's authority to release or subordinate its interest in particular types or items of property or to release any Guarantor from its obligations under the Guaranty Agreement pursuant to this Section 9.10.

(c) Administrative Agent, at the sole expense of Obligors, shall execute and deliver to the Obligors all releases or other documents reasonably necessary or desirable to evidence or effect any release of Liens or release of Guaranty Agreement authorized under Section 9.10(a); **provided** that (i) Administrative Agent shall not be required to execute any document necessary to evidence such release authorized under clause (i)(B) or (ii) of Section 9.10(a) unless a Responsible Officer of the Borrower Representative shall certify in writing to the Administrative Agent that the transaction requiring such release is permitted under the Loan Documents (it being acknowledged that Administrative Agent may rely on any such certificate without further enquiry), (ii) Administrative Agent shall not be required to execute any document necessary to evidence such release on terms that, in Administrative Agent's opinion, would expose Administrative Agent to liability or create any obligation or entail any consequence other than the release of such Lien without recourse, representation, or warranty, and (iii) no such release shall in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of any Obligors in respect of) all interests retained by Obligors, including, the proceeds of any sale, all of which shall continue to constitute part of the Collateral. To the extent Administrative Agent is required to execute any releases or other documents in accordance with this Section 9.10(c), Administrative Agent shall do so promptly upon request of the Borrower Representative without the consent or further agreement of any Secured Party.

(d) Administrative Agent shall have no obligation whatsoever to any of the Secured Parties to assure that the Collateral exists or is owned by any Obligor or its Restricted Subsidiaries or is cared for, protected, or insured or has been encumbered, or that Administrative Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, or enforced or are entitled to any particular priority, or that any particular items of Collateral meet the eligibility criteria applicable in respect thereof or whether to impose, maintain, reduce, or eliminate any particular reserve hereunder or whether the amount of any such reserve is appropriate or not, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Administrative Agent pursuant to any of the Loan Documents, it being understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, subject to the terms and conditions contained herein, Administrative Agent may act in any manner it may deem appropriate, in its sole discretion given Administrative Agent's own interest in the Collateral in its capacity as one of the Lenders and that Administrative Agent shall have no other duty or liability whatsoever to any Secured Party as to any of the foregoing, except as otherwise provided herein.

(e) The Secured Parties hereby irrevocably authorize Administrative Agent, based upon the instruction of the Required Lenders, to (i) consent to, credit bid, or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Section 363, 1123 or 1129 of the Bankruptcy Code or any similar laws in any other jurisdictions to which a Holdings or a Borrower is subject, (ii) credit bid or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale or other disposition thereof conducted under the provisions of the UCC, including pursuant to Section 9-610 or 9-620 of the UCC, or (iii) credit bid or purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any other sale or foreclosure conducted by Administrative Agent (whether by judicial action or otherwise) in accordance with applicable law. In connection with any such credit bid or purchase, (A) the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims being estimated for such purpose if the fixing or liquidation thereof would not unduly delay the ability of Administrative Agent to credit bid or purchase at such sale or other disposition of the Collateral and, if such claims cannot be estimated without unduly delaying the ability of Administrative Agent to credit bid, then such claims shall be disregarded, not credit bid, and not entitled to any interest in the asset or assets purchased by means of such credit bid) and the Secured Parties whose Obligations are credit bid shall be entitled to receive interests (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) in the asset or assets so purchased (or in the Equity Interests of the acquisition vehicle or vehicles that are used to consummate such purchase), and (B) Administrative Agent, based upon the instruction of the Required Lenders, may accept non-cash consideration, including debt and equity securities issued by such acquisition vehicle or vehicles and in connection therewith Administrative Agent may reduce the Obligations owed to the Secured Parties (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) based upon the value of such non-cash consideration.

(f) Except with respect to the exercise of setoff rights in accordance with Section 10.08 or with respect to a Secured Party's right to file a proof of claim in an insolvency proceeding, no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any Guarantee of the Obligations, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Administrative Agent on behalf of the Secured Parties in accordance with the terms thereof. In its capacity, the Administrative Agent is a "representative" of the Secured Parties within the meaning of the term "secured party" as defined in the UCC. In the event that any Collateral is hereafter pledged by any Person as collateral security for the Obligations, the Administrative Agent is hereby authorized, and hereby granted a power of attorney, to execute and deliver on behalf of the Secured Parties any Loan Documents necessary or appropriate to grant and perfect a Lien on such Collateral in favor of the Administrative Agent on behalf of the Secured Parties.

9.11 Issuing Lender. Neither Issuing Lender nor any of its Related Parties shall be liable to the Lenders for any action taken or omitted to be taken by any of them hereunder or otherwise in connection with any Loan Document except for its or their own gross negligence or willful misconduct. Without limiting the generality of the preceding sentence, Issuing Lender (a) shall have no duties or responsibilities except those expressly set forth in the Loan Documents, and shall not by reason of any Loan Document be a trustee or fiduciary for any Lender or for Administrative Agent, (b) shall not be required to initiate any litigation or collection proceedings under any Loan Document, (c) shall not be responsible to any Lender or Administrative Agent for any recitals, statements, representations, or warranties contained in any Loan Document, or any certificate or other documentation referred to or provided for in, or received by any of them under, any Loan Document, or for the value, validity, effectiveness, enforceability, or sufficiency of any Loan Document or any other documentation referred to or provided for therein or for any failure by any Person to perform any of its obligations thereunder, (d) may consult with legal counsel (including counsel for the Obligors or Administrative Agent), independent public accountants, and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants, or experts, and (e) shall incur no liability to the Lenders under or in respect of any Loan Document by acting upon any notice, consent, certificate, or other instrument or writing believed by it to be genuine and signed or sent by the proper party or parties. As to any matters not expressly provided for by any Loan Document, Issuing Lender shall in all cases be fully protected in acting, or in refraining from acting, hereunder in accordance with instructions signed by the Required Lenders, and such instructions of the Required Lenders and any action taken or failure to act pursuant thereto shall be binding on all of the Lenders and the Administrative Agent; **provided**, **however**, that Issuing Lender shall not be required to take any action which Issuing Lender reasonably believes exposes it to personal liability or which Issuing Lender reasonably believes is contrary to any Loan Document or applicable law.

9.12 **Bailee for Perfection**. Administrative Agent hereby appoints each of the other Lenders to serve as bailee to perfect Administrative Agent's Liens in any Collateral in the possession, control or notation of any such other Lender. Each Lender possessing any Collateral agrees to so act as bailee for Administrative Agent in accordance with the terms and provisions hereof. In furtherance of the forgoing, each Lender acknowledges that certain of the Obligors may maintain Deposit Accounts constituting Collateral at one or more of the Lenders (all such accounts (other than any Deposit Account constituting Excluded Property (including, for the avoidance of doubt, any payroll or other employee wage or benefit account, tax account, including any withholding tax, sales tax or tax trust account, or escrow, fiduciary or trust account)) the "***Obligor Accounts***"). Each Lender agrees to hold its Obligor Accounts as bailee for Administrative Agent to perfect Administrative Agent's Liens therein. Prior to the receipt by a Lender of a written notice of an Event of Default from Administrative Agent, the Obligors are entitled to make withdrawals from the Obligor Accounts and make deposits into all the Obligor Accounts. When a Lender has received a written notice of an Event of Default from Administrative Agent that includes a statement by Administrative Agent that it will thereafter retain exclusive control over the Obligor Accounts (or automatically upon the occurrence of an Event of Default under clause (h) or (i) of Section 8.1), (a) Administrative Agent shall be the only party entitled to make withdrawals from or otherwise give any direction with respect to the Obligor Accounts and each Lender agrees to comply with the instructions originated by Administrative Agent directing deposition of the funds in or relating to the Obligor Accounts it holds without further consent by any Obligor, and (b) each Lender shall transfer, in immediately available funds by wire transfer to the Administrative Agent, the amount of the collected funds credited to the Obligor Accounts it holds and deliver to the Administrative Agent all moneys or instruments relating thereto or held therein and any other Collateral at any time Administrative Agent demands payment or delivery thereof by such written notice to such Lender. Each Obligor agrees that each Lender is authorized to immediately deliver all such Collateral to the Administrative Agent upon the Lender's receipt of such notice from Administrative Agent. No Lender (other than Administrative Agent acting for the benefit of the Secured Parties) shall exercise any right of set-off or banker's lien against any Obligor Account for any obligations other than the Obligations; **provided** that a Lender shall be entitled to charge, or set-off against an Obligor Account and retain for its own account, any customary fees, costs, charges, and expenses owed to it in connection with the opening, operating and maintaining such Obligor Account and for the amount of any item credited to the Obligor Account that is subsequently returned for any reason.

9.13 **Affiliates of Lenders; Bank Product Providers**. By accepting the benefits of the Loan Documents, any Affiliate of a Lender that is owed any Obligation is bound by the terms of the Loan Documents. Notwithstanding the foregoing: (a) neither Administrative Agent, any Lender, nor any Obligor shall be obligated to deliver any notice or communication required to be delivered to any Lender under any Loan Documents to any Affiliate of any Lender; and (b) no Affiliate of any Lender that is owed any Obligation shall be included in the determination of the Required Lenders or entitled to consent to, reject, or participate in any manner in any amendment, waiver or other modification of any Loan Document. Administrative Agent shall deal solely and directly with the related Lender of any such Affiliate in connection with all matters relating to the Loan Documents. The Obligation owed to such Affiliate shall be considered the Obligations of its related Lender for all purposes under the Loan Documents and such Lender shall be solely responsible to the other parties hereto for all the obligations of such Affiliate under any Loan Document. It is understood and agreed that the rights and benefits under this Agreement, the Security Documents, and the Guaranty Agreements of each Bank Product Provider, in such capacity, consist exclusively of such Bank Product Provider's right to share in payments and collections of the Collateral and payments under the Guaranty Agreements; **provided** that for the avoidance of doubt, (i) obligations of the Borrowers or any Restricted Subsidiary under any Bank Product Agreement shall be secured and guaranteed pursuant to the Security Documents and Guaranty Agreements, respectively, only to the extent that, and for so long as, the other Obligations are so secured and guaranteed and (ii) any release of Collateral or any Guarantors effected in the manner permitted by this Agreement shall not require the consent of holders of obligations under Bank Product Agreements. All Bank Product Obligations shall be secured but on a silent basis, so that notwithstanding any other provision, if any, in this Agreement or any Security Document or Guaranty Agreement, no Bank Product Provider shall be able to take any action in respect of the Collateral or Guaranty Agreements nor instruct the Required Lenders or Administrative Agent to take any such action nor have any rights in connection with the management or release of any Collateral or the obligations of any Guarantor under any Guaranty Agreement. By accepting the benefits of the Collateral and the Guaranty Agreements, such Bank Product Provider shall be deemed to have appointed Administrative Agent as its agent and agreed to be bound by the Loan Documents as a Secured Party, subject to the limitations set forth in this Section 9.13; **provided** Administrative Agent shall not owe any fiduciary duty, duty of loyalty, duty of care, duty of disclosure, or any other obligation whatsoever to any Bank Product Provider with respect to any Bank Product Obligation. Administrative Agent shall have no duty to determine the amount or the existence of any amounts owing under any Bank Product Obligations. In connection with any such distribution of payments and collections or termination or release by Administrative Agent of any Liens or Guarantors thereunder, Administrative Agent shall be entitled to assume no amounts are due under any Bank Product Agreement unless such Bank Product Provider has notified Administrative Agent in writing of the amount of any such liability owed to it at least five Business Days prior to such distribution, termination or release.

9.14 Erroneous Payments. Each Lender and Issuing Lender hereby agrees that (x) if the Administrative Agent notifies such Lender or Issuing Lender that the Administrative Agent has determined in its reasonable discretion that any funds received by such Lender or Issuing Lender from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "*Payment*") were erroneously transmitted to such Lender or Issuing Lender (whether or not known to such Lender or Issuing Lender), and demands the return of such Payment (or a portion thereof), such Lender or Issuing Lender shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender or Issuing Lender shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Lender or Issuing Lender under this Section 9.14 shall be conclusive, absent manifest error. Each Lender and each Issuing Lender hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a "*Payment Notice*") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender and each Issuing Lender agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender or Issuing Lender shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or Issuing Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. The Borrowers and each other Obligor hereby agrees that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender or Issuing Lender that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender or Issuing Lender with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrowers or any other Obligor, except, in each case, to the extent such Payment is, and solely with respect to the amount of such Payment that is, comprised of funds received by the Administrative Agent directly or indirectly from the Borrowers, any Obligor or any Subsidiary (and without duplication of any other claim any such Obligor or Subsidiary may have against the Administrative Agent). Each party's obligations under this Section 9.14 shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

9.15 **Flood Laws**. JPMorgan has adopted internal policies and procedures that address requirements placed on federally regulated lenders under the National Flood Insurance Reform Act of 1994 and related legislation (the "*Flood Laws*"). JPMorgan, as administrative agent or collateral agent on a syndicated facility, will post on the applicable electronic platform (or otherwise distribute to each Lender in the syndicate) documents that it receives in connection with the Flood Laws. However, JPMorgan reminds each Lender and Participant in the facility that, pursuant to the Flood Laws, each federally regulated Lender (whether acting as a Lender or Participant in the facility) is responsible for assuring its own compliance with the flood insurance requirements.

10. MISCELLANEOUS

10.1 **Notices**.

(a) General Address for Notices. Except in the case of communications expressly permitted to be given by telephone hereunder or under any other Loan Documents, all notices and other communications ("***Communications***") provided for herein or in any other Loan Document shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy or, subject to Section 10.1(b), by electronic communication, as follows:

(i) if to the Borrowers, to them in care of the Borrower Representative at: [●]; Attention: [●], Chief Financial Officer; Email: [●]; Telephone: [●]; and during the existence of an Event of Default, with a copy to Kirkland & Ellis LLP, [●]; Attention: [●]; Email: [●]; Telephone: [●];

(ii) if to the Administrative Agent from the Borrower, to JPMorgan Chase Bank, N.A., at the address separately provided to the Borrower;

(iii) if to the Administrative Agent from the Lenders, to JPMorgan Chase Bank, N.A., [●]; with a copy to [●], Attention: [●]; Email: [●]; Telephone: [●];

(iv) if to an Issuing ~~Bank~~Lender, to JPMorgan Chase Bank, N.A., at the address separately provided to the Borrower;

(v) if to any of the Swingline Lender, to JPMorgan Chase Bank, N.A., at the address separately provided to the Borrower;

(vi) if to any other Lender, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices sent by telecopier shall be deemed to have been given when sent (except that, if not given before or during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day). Notices delivered through electronic communications to the extent provided in Section 10.1(b), shall be effective as provided in such Section 10.1(b).

(b) Electronic Communications. Communications to the Lenders under the Loan Documents may be delivered or furnished by electronic communications pursuant to procedures approved by Administrative Agent. Administrative Agent or the Borrower Representative may, in its discretion, agree to accept Communications to it under the Loan Documents by electronic communications pursuant to procedures approved by it; **provided** that approval of such procedures may be limited to particular Communications. Unless Administrative Agent otherwise prescribes, (i) Communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment), and (ii) Communications posted on 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 clause (i) of this Section 10.1(b) notification that such Communication is available and identifying the website address thereof; **provided** that, for both clauses (i) and (ii) of this Section 10.1(b), if such Communication is not sent before or during the normal business hours of the recipient, such Communication shall be deemed to have been sent at the opening of business on the next Business Day.

(c) Change of Address for Notices. Any party hereto may change its address or telecopy number for, or individual designated to receive, Communications under the Loan Documents by notice to the other parties hereto (or, in the case of any such change by a Lender or Issuing Lender, by notice to the Borrower Representative and the Administrative Agent). All Communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

(d) Electronic Transmission System. The Borrowers and the Lenders agree that Administrative Agent may make the Communications available to the Lenders, Issuing Lender, and the Borrowers by posting the Communications on Debt Domain, IntraLinks, SyndTrak or a substantially similar electronic transmission system or digital workspace provider (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 COMMUNICATIONS OR THE ADEQUACY OF THE PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE AGENT PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL ADMINISTRATIVE AGENT OR ANY OF ITS AFFILIATES OR ANY OF THEIR RELATED PARTIES (COLLECTIVELY, THE "***AGENT PARTIES***") HAVE ANY LIABILITY TO THE BORROWERS, ANY LENDER, OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT, OR OTHERWISE) ARISING OUT OF THE BORROWERS' OR ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET, EXCEPT TO THE EXTENT THE LIABILITY OF ANY AGENT PARTY IS FOUND IN A FINAL NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM SUCH AGENT PARTY'S GROSS NEGLIGENCE, OR A MATERIAL BREACH OF THIS AGREEMENT BY AN AGENT PARTY, BAD FAITH OR WILLFUL MISCONDUCT; **PROVIDED**, **HOWEVER**, THAT IN NO EVENT SHALL ANY AGENT PARTY HAVE ANY LIABILITY TO ANY OBLIGOR, ANY LENDER, ISSUING LENDER, OR ANY OTHER PERSON FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES).

(e) Communications through the Platform. Each Lender agrees that notice to it (as provided in the next sentence) specifying that the Communications have been posted to the Platform shall constitute effective delivery of the Communications to such Lender for purposes hereof. Each Lender agrees (i) to provide to the Administrative Agent in writing (including by electronic communication), promptly after the date of this Agreement, an e-mail address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such e-mail address.

(f) Reliance on Notices. Administrative Agent, Issuing Lender, and the Lenders shall be entitled to rely and act upon any notices (including telephonic notices of a Borrowing) purportedly given by or on behalf of the Borrowers 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 Borrowers shall, jointly and severally, indemnify Administrative Agent, each Issuing Lender, 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 Borrowers. All telephonic notices to and other telephonic communications with Administrative Agent may be recorded by Administrative Agent, and each of the parties hereto hereby consents to such recording.

10.2 Waivers; Amendments.

(a) No Deemed Waivers; Remedies Cumulative. No failure or delay by Administrative Agent, Issuing Lender, or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Administrative Agent, Issuing Lender, the Lenders, and the other Secured Parties hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Obligor therefrom shall in any event be effective unless the same shall be permitted by Section 10.2(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether Administrative Agent, any Lender, or Issuing Lender may have had notice or knowledge of such Default at the time.

(b) Amendments. Neither this Agreement, nor any other Loan Document nor any provision hereof or thereof may be waived, amended, or modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrower Representative, Administrative Agent, and the Required Lenders or, in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by Administrative Agent and the Obligor or Obligors that are parties thereto, in each case with the consent of the Required Lenders; **provided** that no such agreement shall (i) increase any Commitment of any Lender without the written consent of such Lender, (ii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce the rate of any fees due hereunder, without the written consent of each Lender directly and adversely affected thereby (but not the Required Lenders) (**provided** that in no event shall (A) the waiver of applicability of Section 2.12(c) (which waiver shall be effective with the written consent of the Required Lenders), or (B) any amendment or modification of defined terms used in the financial covenants in this Agreement or in determining the Applicable Margin or any reduction, deferral or waiver of any mandatory prepayment constitute a reduction in the rate of interest or a reduction of fees for purposes of this clause (ii)), (iii) postpone the scheduled date of payment of the principal amount of any Loan (excluding any payment required by Section 2.10(b)) or LC Disbursement, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or extend the Revolving Credit Maturity Date or the Term Loan Maturity Date, without the written consent of each Lender directly and adversely affected thereby (but not the Required Lenders), (iv) modify Section 8.2, without the written consent of each directly and adversely affected Lender (but not the Required Lenders), (v) (A) change any of the provisions of this Section or the definition of the term "Required Lenders", "Required DDTL Lenders" or any other provision hereof specifying the number or percentage of Lenders (or Lenders of any Class) required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder to reduce such percentage (including, for the avoidance of doubt, Section 2.19(f)), without the written consent of each directly and adversely affected Lender (or each Lender of such Class) (but not the Required Lenders) or (B) amend the provisions of Section 2.17(c) in a manner that would by its terms alter the pro rata sharing of payments and commitment reductions required thereby, without the prior written consent of each Lender directly and adversely affected thereby (but not the Required Lenders), (vi) contractually subordinate the payment of all the Obligations to any other Indebtedness or contractually subordinate the priority of the Liens on all or substantially all of the Collateral in favor of Administrative Agent to the Liens securing any other Funded Debt, without the written consent of each Lender directly and adversely affected thereby, it being understood that any Lender that is offered the opportunity to participate in such Funded Debt on the same terms (other than bona fide backstop, agency or arrangement fees and reimbursement of counsel fees and other expense in connection with the negotiation of the terms of such transaction) as offered to all other providers (or their affiliates) of such Funded Debt on a pro rata basis when taking into account its Loans and Commitments hereunder shall be deemed to not be directly and adversely affected by any such amendment or modification, (vii) except as permitted by Section 6.3 and 6.4 as in effect on the Effective Date, (A) release a Borrower or release any Guarantor from any of its guarantee obligations without the written consent of each directly and adversely affected Lender or (B) release all or substantially all of the Collateral, in each case, without the written consent of each directly and adversely affected Lender; **provided**, **however**, that (A) no such agreement shall amend, modify or otherwise adversely affect the rights or duties of Administrative Agent, the Swingline Lender or the Issuing Lender hereunder without the prior written consent of Administrative Agent, the Swingline Lender or the Issuing Lender, as the case may be, and (B) the Fee Letter, the Second Amendment Fee Letter, the Second Amendment PGIM Fee Letter, the Third Amendment Fee Letter, the Third Amendment PGIM Fee Letter, the Fourth Amendment Fee Letter and the Fourth Amendment PGIM Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto. In addition, notwithstanding the foregoing, this Agreement may be amended with the written consent of the Administrative Agent, the Borrower Representative and the Lenders providing the Replacement Term Loans (as defined below) to permit the refinancing of all or a portion of the outstanding Term Loans of any Class ("***Refinanced Term Loans***") with one or more tranches of replacement term loans ("***Replacement Term Loans***") hereunder; **provided** that (1) except as otherwise permitted by Section 2.19, the aggregate principal amount of such Replacement Term Loans shall not exceed the aggregate principal amount of such Refinanced Term Loans (plus accrued interest, fees, expenses and premium), (2) the Weighted Average Life to Maturity of Replacement Term Loans shall not be shorter than the Weighted Average Life to Maturity of such Refinanced Term Loans, at the time of such refinancing (except by virtue of amortization or prepayment of the Refinanced Term Loans prior to the time of such incurrence), (3) such Replacement Term Loans shall constitute and qualify as Credit Agreement Refinancing Indebtedness and (4) all other terms applicable to such Replacement Term Loans shall be as agreed between the Borrowers and the Lenders providing such Replacement Term Loans, and (viii) waive any condition precedent set forth in Section 4.2 with respect to any Borrowing of Delayed Draw Term Loans of any Class without the written consent of the Required DDTL Lenders of such Class.

(c) Partial Payment Waivers. Anything to the contrary contained herein notwithstanding, if Administrative Agent or any Lender accepts a Guarantee of only a portion of the Obligations pursuant to any Guaranty Agreement, each Borrower hereby waive its right under Section 2822(a) of the California Civil Code or any similar laws of any other applicable jurisdiction to designate the portion of the Obligations satisfied by the applicable guarantor's partial payment.

10.3 Expenses; Limitation of Liability; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrowers, jointly and severally, shall pay (i) all reasonable and documented out-of-pocket expenses incurred by (x) the Administrative Agent and its Affiliates and (y) PGIM and Voya (limited to $100,000 in the aggregate in the case of PGIM and Voya), without duplication, including the reasonable fees, charges and disbursements of counsel for Administrative Agent, in connection with the syndication and distribution (including, without limitation, via the internet or through an Electronic System or Platform) 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 and documented out-of-pocket expenses incurred by Issuing Lender in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, (iii) all reasonable and documented out-of-pocket expenses incurred by Administrative Agent, Issuing Lender or any Lender, including the reasonable and documented out-of-pocket fees, charges and disbursements of one primary counsel and one local counsel in each relevant, material local jurisdiction (which may be a single local counsel in each relevant, material jurisdiction) for the Administrative Agent, Issuing Lender and the Lenders, but no other advisor without the prior written consent of the Borrowers, in connection with the enforcement or protection of such Person's rights in connection with this Agreement and the other Loan Documents or the Collateral, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, and including all such reasonable and documented out-of-pocket expenses incurred in connection with any bankruptcy or insolvency proceeding, workout, restructuring or related negotiations in respect thereof, and, in the case of an actual or perceived conflict of interest, one additional counsel for each group of similarly affected Persons taken as a whole, and (iv) all reasonable and documented out-of-pocket costs incurred by Administrative Agent in connection with any filing, registration, recording or perfection of any security interest contemplated by any Security Document or any other document referred to therein or, subject to Section 5.6, any audit, verification, inspection or appraisal of the Collateral.

(b) Limitation of Liability. To the extent permitted by applicable law (i) no Borrower shall assert, and each Borrower hereby waives, any claim against the Administrative Agent, any Issuing Lender and any Lender, and any Related Party of any of the foregoing Persons (each such Person being called a "Lender-Related Person") for any Liabilities arising from the use by others of information or other materials (including, without limitation, any personal data) obtained through telecommunications, electronic or other information transmission systems (including the Internet), except to the extent such damages are found by a final, non-appealable judgment of a court of competent jurisdiction to arise from the willful misconduct, bad faith or gross negligence of such Lender-Related Person or a material breach of the obligations of such Lender-Related or its Affiliates under this Agreement, and (ii) no party hereto shall assert, and each such party hereby waives, any Liabilities against any other party hereto, on any theory of liability, for special, indirect, consequential, exemplary, lost anticipated profits or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document, or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof; provided that, nothing in this Section 10.03(b) shall relieve any Borrower of any obligation it may have to indemnify an Indemnitee, as provided in Section 10.03(c), against any special, indirect, consequential, exemplary, lost anticipated profits or punitive damages asserted against such Indemnitee by a third party.

(c) Indemnification by the Borrowers. The Borrowers , jointly and severally, shall indemnify Administrative Agent, each Issuing Lender, each Lender, JPMorgan and the other Persons identified on the cover page of this Agreement in their respective separate capacities as a "Lead Arranger," "Bookrunner" or "Documentation Agent", and each Related Party of any of the foregoing Persons (each such Person being called an "***Indemnitee***") against, and to hold each Indemnitee harmless from, any and all actual losses, claims, damages, liabilities, and related expenses, including the fees, charges, and disbursements of counsel (limited to the reasonable and documented out-of-pocket fees, disbursements and other charges of one primary counsel, one local counsel in each relevant jurisdiction, and one specialty counsel for each relevant specialty for all Indemnitees taken as a whole, and one or more additional counsel if one or more conflicts of interest, or perceived conflicts of interest arise), but no other third party advisors without the prior written consent of the Borrowers, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement or any other Loan Document, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by Issuing Lender 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 of the Mortgaged Properties or any other property owned or operated by any Obligor or any of the Subsidiaries, or any Environmental Liability related in any way to any Obligor, any of the Subsidiaries or any of the Mortgaged Properties, or (iv) any actual or prospective Proceeding relating to any of the foregoing, whether or not such Proceeding is brought by any Borrower or their respective equity holders, Affiliates, creditors or any other third Person and whether based on contract, tort, or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such Liabilities, or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have (x) resulted from the gross negligence, bad faith, or willful misconduct of such Indemnitee or related party or a material breach of the obligations of such Indemnitee hereunder, or (y) arisen out of any claim, litigation, investigation or proceeding brought by such Indemnitee solely against one or more other Indemnitees (other than any claim, litigation, investigation or proceeding that is brought by or against Administrative Agent, Issuing Lender, Swingline Lender or any arranger or similar role, acting in its capacity as Administrative Agent, Issuing Lender, Swingline Lender or arranger or similar role) that does not involve any act or omission of any Obligors or any of their respective Subsidiaries or Affiliates. This Section 10.3(c) shall not apply with respect to Taxes, other than any Taxes that represent losses, claims, or damages arising from any non-Tax claim.

(d) Reimbursement by Lenders. To the extent that Obligors for any reason fail to pay any amount required to be paid by it to the Administrative Agent (or any sub-agent thereof), Issuing Lender, or Swingline Lender or any Related Party of any of the foregoing (each, an "**Agent-Related Person**") under Sections 10.3(a), 10.3(b) and 10.3(c) each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), Issuing Lender, Swingline Lender, or such Related Party, as the case may be, such Lender's Pro Rata Share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought; **provided** that with respect to such unpaid amounts owed to the Issuing Lender or Swingline Lender solely in its capacity as such, only the Revolving Credit Lenders shall be required to pay such unpaid amounts, such payment to be made severally among them based on such Revolving Credit Lenders' Revolving Credit Exposure) of such unpaid amount, and agrees to indemnify and hold each Agent-Related Person harmless from and against any and all Liabilities and related expenses, including the fees, charges and disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent-Related Person in any way relating to or arising out of the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent-Related Person under or in connection with any of the foregoing; **provided** that the unreimbursed expense or indemnified loss, claim, damage, liability, or related expense, as the case may be, was incurred by or asserted against Administrative Agent (or any such sub-agent), Issuing Lender or Swingline Lender in its capacity as such, or against any Related Party of any of the foregoing acting for Administrative Agent (or any such sub-agent), Issuing Lender, or Swingline Lender in connection with such capacity. **provided, further**, that no Lender shall be liable for the payment of any portion of such Liabilities, costs, expenses or disbursements that are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted primarily from such Agent-Related Person's gross negligence or willful misconduct. The agreements in this Section shall survive the termination of this Agreement and Payment in Full of the Obligations. The obligations of the Lenders under this Section 10.3(d) are subject to the provisions of Section 2.6(c).

(e) Waiver of Consequential Damages, Etc. To the extent permitted by applicable law, no Indemnitee, Obligor or any Related Party of an Obligor shall have any liability for, and no Indemnitee, Obligor or Related Party shall assert, and each Indemnitee, Obligor and Related Party hereby waives, any claim against any Indemnitee, Obligor or Related Party, 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, the Transactions, any Loan or Letter of Credit, or the use of the proceeds thereof; **provided** that nothing in this sentence shall limit any Indemnitee's, Obligor's or Related Party's indemnity and reimbursement obligations to the extent that such special, indirect, consequential or punitive damages are incurred or paid by an Indemnitee to a third party for which such Indemnitee is otherwise entitled to reimbursement or indemnification as set forth in Section 10.3(a) or (b).

(f) Payments. All amounts due under this Section shall be payable no later than 30 Business Days after written demand therefor.

10.4 Successors and Assigns.

(a) Assignments 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 (including any Affiliate of Issuing Lender that issues any Letter of Credit, any Affiliate of a Lender who is owed any of the Obligations and any Indemnitee), except that (i) except as otherwise permitted, no Obligor may assign or otherwise transfer any of its rights or obligations hereunder or under any other Loan Document without the prior written consent of each Lender (and any attempted assignment or transfer of any Obligor without such consent shall be null and void), and (ii) no Lender may assign or otherwise transfer any of its rights or obligations hereunder except in accordance with this Section (and any attempted assignment or transfer by any Lender that is not in accordance with this Section 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 (including any Affiliate of Issuing Lender that issues any Letter of Credit and any Affiliate of a Lender who is owed any of the Obligations, and, to the extent expressly contemplated hereby, the Related Parties of each of Administrative Agent, Issuing Lender and the Lenders)) any legal or equitable right, remedy, or claim under, or by reason, of this Agreement.

(b) Assignments by Lenders Generally. 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 and the Loans (including for purposes of this Section 10.4(b)), participations in LC Disbursements and in Swingline Loans) at the time owing to it; **provided** that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class or contemporaneous assignments to related Funds that equal at least the amount specified in clause (B) of this Section 10.4(b)(i) in the aggregate or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in clause (A) of this Section 10.4(b)(i), the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the Loans of the assigning Lender subject to each such assignment (determined as of the Trade Date) shall not be less than $2,000,000 with multiples of $500,000 in excess thereof in the case of any assignment of Revolving Credit Loans by any Revolving Credit Lender, or $2,000,000 in the case of any assignment of Term Loans by and Term Loan Lender, unless each of Administrative Agent and, so long as no Event of Default described in clause (a), (b), (h) or (i) of Section 8.1 has occurred and is continuing, the Borrower Representative otherwise consents (each such consent not to be unreasonably withheld or delayed).

(ii) Proportionate Amounts. Each partial assignment of any Commitment or Class of Loans shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement in respect of such Commitment and Loans assigned, except that this Section 10.4(b)(ii) shall not (A) apply to Swingline Lender's rights and obligations in respect of Swingline Loans or (B) prohibit any Lender from assigning all or a portion of its rights and obligations among separate Classes on a non-pro rata basis.

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by clause (B) of Section 10.4(b)(i) and, in addition:

(A) the consent of the Borrower Representative (such consent not to be unreasonably withheld or delayed) shall be required unless (i) an Event of Default described in clause (a), (b), (h) or (i) of Section 8.1 has occurred and is continuing at the time of such assignment, or (ii) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; **provided** that the Borrower Representative shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof;

(B) the consent of Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (i) a Revolving Credit Commitment to a Person that is not a Lender with a Revolving Credit Commitment, an Affiliate of such Lender or any Approved Fund with respect to such Lender; or (ii) any Term Loans or DDTL Commitments to a Person who is not a Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender; and

(C) the consent of the Swingline Lender and the Issuing Lender shall be required for any assignment of a Revolving Credit Commitment.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500; **provided** that (i) no processing and recordation fee shall be required for any assignment by a Lender to an Affiliate or Approved Fund thereof; and (ii) in any other case, the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment.

(v) Administrative Questionnaire. The assignee, if it shall not already be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(vi) No Assignment to Certain Persons. No such assignment shall be made to (A) a Borrower or any of a Borrower's Affiliates or Subsidiaries (other than pursuant to clauses (g) and (h) of this Section), (B) to any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B), or (C) a Person that at such time is a Disqualified Institution.

(vii) No Assignment to Natural Persons. No such assignment shall be made to a natural Person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person).

(viii) 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 Representative 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 (A) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent, each Issuing Lender, Swingline Lender and each other Lender hereunder (and interest accrued thereon), and (B) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Letters of Credit and Swingline Loans in accordance with its Pro Rata Share. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable law without compliance with the provisions of this Section 10.4(b)(viii), then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

(c) Effectiveness of Assignments. Subject to acceptance and recording thereof pursuant to Section 10.4(d), from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement (other than an assignment to a Person that is a Disqualified Institution at such time), 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 rights referred to in Sections 2.14, 2.15, 2.16, and 10.3 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. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 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 10.4(e) (other than an assignment to a Disqualified Institution).

(d) Maintenance of Register by Administrative Agent. Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrowers, shall maintain at one of its offices in the United States a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans and LC Disbursements (each, a "***Registered Loan***") owing to, each Lender pursuant to the terms hereof from time to time (the "***Register***"). The Administrative Agent may, from time to time, update the Register (and shall provide notice of such update to each DDTL Lender, solely to the extent such update relates to any funded Delayed Draw Term Loan or DDTL Commitment held by such DDTL Lender) to reflect that any funded Delayed Draw Term Loans issued on a given date have been de-linked from the related remaining DDTL Commitment (which, for the avoidance of doubt, shall have been reduced by the aggregate amount of all related funded Delayed Draw Term Loans). A Registered Loan may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register, and any assignment or sale of all or part of such Registered Loan may be effected only by registration of such assignment or sale on the Register. The entries in the Register shall be conclusive absent manifest error, and the Borrowers, Administrative Agent, and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by Borrowers and any Lender, at any reasonable time and from time to time, upon reasonable prior notice. The parties intend that all extensions of credit to the Borrowers shall at all times be treated as being in registered form within the meaning of Sections 163(f), 871(h)(2), and 881(c)(2) of the Code (and any successor provisions) and regulations thereunder and shall interpret the provisions herein regarding the Register and the Participant Register (as defined in paragraph (e) below) consistent with such intent.

(e) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower Representative, Administrative Agent, Issuing Lender or Swingline Lender, sell participations to any Person (other than a natural Person or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person, or the Borrowers or any of the Borrowers' Affiliates or Subsidiaries, or a Person that at such time is a Disqualified Institution) (a "***Participant***") in all or a portion of such Lender's rights or obligations under this Agreement (including all or a portion of its Commitments or the Loans (including such Lender's participations in LC Disbursements or Swingline Loans) owing to it); **provided** that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) such participation shall not increase the obligations of any Obligor under any Loan Document, except as contemplated below, and (iv) the Borrowers, Administrative Agent, Issuing Lender, Swingline Lender, and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 10.3(d) with respect to any payments made by such Lender to its Participants. 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 the Loan Documents; **provided** that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification, or waiver described in the first proviso to Section 10.2(b) that directly and adversely affects such Participant. The Borrowers agree that each Participant shall be entitled to the benefits of Sections 2.14, 2.15, and 2.16, (subject to the requirements and limitations therein, including the requirements under Section 2.16(g) (it being understood that the documentation required under Section 2.16(g) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.4(b); **provided** that such Participant (1) agrees to be subject to the provisions of Section 2.18 as if it were an assignee under Section 10.4(b); and (2) shall not be entitled to receive any greater payment under Sections 2.14 and 2.16, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrowers' request and expense, to use reasonable efforts to cooperate with the Borrowers to effectuate the provisions of Section 2.18 with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.8 as though it were a Lender**; provided** that such Participant agrees to be subject to Section 2.17(d). Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, 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 Commitment, Loan, Letter 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, Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank (or other central bank under any central banking system established under the jurisdiction or organization of such Lender (or its parent 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 and no pledge may be made to a Person that is a Disqualified Institution at such time.

(g) Assignments to Sponsor-Controlled Affiliated Lenders. Any Lender may, at any time, without any consent, assign all or a portion of its rights and obligations with respect to Term Loans (but not, for the avoidance of doubt, any Revolving Credit Loans or Revolving Credit Commitments) under this Agreement to a Person who is or will become, after such assignment, a Sponsor-Controlled Affiliated Lender (without any consent of any Person but subject to acknowledgment by the Administrative Agent (which acknowledgement shall be provided promptly after request therefor)) through (x) Dutch auctions open to all Lenders on a pro rata basis or (y) open market purchases on a non-pro rata basis, in each case subject to the following limitations:

(i) no assignment of Term Loans to a Sponsor-Controlled Affiliated Lender may be purchased with the proceeds of any Revolving Credit Loan or Swing Line Loan;

(ii) the assigning Lender and the Sponsor-Controlled Affiliated Lender purchasing such Lender's Term Loans shall execute and deliver to the Administrative Agent an assignment agreement substantially in the form of Exhibit C hereto (a "***Sponsor-Controlled Affiliated Lender Assignment and Assumption***");

(iii) Sponsor-Controlled Affiliated Lenders (A) will not receive information provided to Lenders by the Administrative Agent or any Lender and that is not also provided to the Borrowers, including through access to electronic information maintained on the Platform, other than the right to receive notices of prepayments and other administrative notices in respect of its Loans or Commitments required to be delivered to Lenders pursuant to Section 2, (B) will not be permitted to attend or participate in conference calls or meetings attended by the Lenders and the Administrative Agent that the Borrowers are also not attending, and (C) will not receive advice of counsel to the Administrative Agent and the Lenders;

(iv) in connection with each assignment pursuant to this Section 10.4(g), the assigning Lender and the Sponsor-Controlled Affiliated Lender purchasing such Lender's Term Loans may render customary "big boy" letters to each other regarding information that is not known to such assigning Lender that may be material to the decision by such assigning Lender to enter into such assignment to such Sponsor-Controlled Affiliated Lender and no Sponsor-Controlled Affiliated Lender purchasing any Term Loans shall be required to make a representation that it is not in possession of Material Non-Public Information with respect to Holdings, the Borrowers and their Subsidiaries or their respective securities;

(v) the aggregate principal amount of Term Loans (as of the date of consummation of any transaction under this Section 10.4(g)) held at any one time by all Sponsor-Controlled Affiliated Lenders shall not exceed 25% of the then outstanding principal amount of all Term Loans; **provided** that in addition to the foregoing, the amount of Incremental Term Loans assigned to Sponsor-Controlled Affiliated Lenders pursuant to this Section 10.4(g) shall not exceed 25% of the then outstanding principal amount of all Incremental Loans, in the aggregate for all Sponsor-Controlled Affiliated Lenders (such percentage, the "***Sponsor-Controlled Affiliated Lender Cap***"); and

(vi) except with respect to any amendment, modification, waiver, consent or other action (I) in Section 10.4 requiring the consent of all Lenders, all Lenders directly and adversely affected or specifically such Lender, (II) that alters a Sponsor-Controlled Affiliated Lender's pro rata share of any payments given to all Lenders, or (III) affects the Sponsor-Controlled Affiliated Lender (in its capacity as a Lender) in a manner that is disproportionate to the effect on any Lender in the same Class, the Loans held by a Sponsor-Controlled Affiliated Lender shall be disregarded in both the numerator and denominator in the calculation of any Lender vote (and, in the case of a plan of reorganization that does not adversely affect the Sponsor-Controlled Affiliated Lender in a manner that is adverse to such Sponsor-Controlled Affiliated Lender relative to other Lenders, shall be deemed to have voted its interest in the Term Loans in the same proportion as the other Lenders in the same Class) in the same percentage as all other applicable Lenders voted if necessary to give legal effect to this paragraph) (but, in any event, in connection with any amendment, modification, waiver, consent or other action, shall be entitled to any consent fee, calculated as if all of such Sponsor-Controlled Affiliated Lender's Loans had voted in favor of any matter for which a consent fee or similar payment is offered).

(vii) Each Sponsor-Controlled Affiliated Lender agrees to notify the Administrative Agent promptly (and in any event within 5 Business Days) if it acquires any Person who is also a Lender, and each Lender agrees to notify the Administrative Agent promptly (and in any event within 5 Business Days) if it becomes a Sponsor-Controlled Affiliated Lender.

(viii) Each Lender participating in any assignment to Sponsor-Controlled Affiliated Lenders acknowledges and agrees that in connection with such assignment, (1) the Sponsor-Controlled Affiliated Lenders then may have, and later may come into possession of Excluded Information, (2) such Lender has independently and, without reliance on the Sponsor-Controlled Affiliated Lenders or any of their Subsidiaries, Holdings, the Borrower or any of their Subsidiaries, the Administrative Agent or any other Agent-Related Persons, has made its own analysis and determination to participate in such assignment notwithstanding such Lender's lack of knowledge of the Excluded Information, (3) none of the Sponsor-Controlled Affiliated Lenders or any of their Subsidiaries, Holdings, the Borrower or their respective Subsidiaries, the Administrative Agent or any other Agent-Related Persons shall have any liability to such Lender, and such Lender hereby waives and releases, to the extent permitted by law, any claims such Lender may have against the Sponsor-Controlled Affiliated Lenders and any of their Subsidiaries, Holdings, the Borrowers and their respective Subsidiaries, the Administrative Agent and any other Agent-Related Persons, under applicable laws or otherwise, with respect to the nondisclosure of the Excluded Information and (4) that information regarding the Borrowers, the Sponsor, their respective affiliates not known to such Lender and that may be material to a decision by such Lender to participate in such prepayment (including Material Non-Public Information) may not be available to the Administrative Agent or the other Lenders.

(ix) Notwithstanding anything to the contrary in the Loan Documents, any Term Loans, Incremental Term Loans or Incremental Delayed Draw Term Loans assigned to a Sponsor-Controlled Affiliated Lender in accordance with this Section 10.4(g) may be contributed to Holdings or any of its Restricted Subsidiaries and be exchanged for equity securities (other than Disqualified Equity Interests) of any Borrower (or any of its direct or indirect parent) to the extent otherwise permitted herein.

(h) Debt Fund Affiliates. Any Lender may, at any time, assign all or a portion of its rights and obligations with respect to Term Loans under this Agreement to a Person who is or will become, after such assignment, a Debt Fund Affiliate. Notwithstanding anything in Section 10.2 or the definition of "Required Lenders" to the contrary, for purposes of determining whether the Required Lenders have (i) consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Obligor therefrom, (ii) otherwise acted on any matter related to any Loan Document or (iii) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, all Term Loans held by Debt Fund Affiliates may not account for more than 49.9% (pro rata among such Debt Fund Affiliates) of the Term Loans of consenting Lenders included in determining whether the Required Lenders have consented to any action pursuant to Section 10.4. For the avoidance of doubt, assignments to Debt Fund Affiliates under this Section 10.4(h) shall not be subject to any restrictions set forth in Section 10.4(g).

10.5 Survival. All covenants, agreements, certifications, representations and warranties made by the Borrowers or any other Obligor herein or in the other Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or the other Loan Documents shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the other Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that Administrative Agent, Issuing Lender, or any Lender may have had notice or knowledge of any Default or incorrect certification, representation, or warranty at the time any credit is extended hereunder, and shall continue in full force and effect until the Full Satisfaction of the Obligations. The provisions of Sections 2.14, 2.15, 2.16, 10.3, and 10.18 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the termination of the Loan Documents and payment of the Obligations hereunder, or the expiration or termination of the Letters of Credit and the Commitments.

10.6 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract between and 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 4.1, this Agreement shall become effective when it shall have been executed by Administrative Agent and when Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," and words of like import in this Agreement or any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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

10.8 **Right of Setoff**. If an Event of Default shall have occurred and be continuing, each Lender, Issuing Lender, and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) (other than escrow, payroll, employee health and benefits, pension, fiduciary, 401(K), petty cash, trust and tax accounts) at any time held, and other obligations (in whatever currency) at any time owing, by such Lender, Issuing Lender or any such Affiliate, to or for the credit or the account of the Borrowers or any other Obligor against any and all of the obligations of the Borrowers or any other Obligor now or hereafter existing under this Agreement or any other Loan Document to such Lender or Issuing Lender or their respective Affiliates, irrespective of whether or not such Lender, Issuing Lender or Affiliate shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrowers or such Obligor may be contingent or unmatured or are owed to a branch, office or Affiliate of such Lender or Issuing Lender 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, (a) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.21 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of Administrative Agent, Issuing Lender, and the Lenders, and (b) 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, Issuing Lender, and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, Issuing Lender, or their respective Affiliates may have. Each Lender and Issuing Lender agrees to notify the Borrower Representative and the Administrative Agent promptly after any such setoff and application and share such set-off pursuant to Section 2.17(d); **provided** that the failure to give such notice shall not affect the validity of such setoff and application.

10.9 **Governing Law; Jurisdiction; Etc.**

(a) Governing Law. This Agreement and the other Loan Documents (other than those containing a contrary express choice of law provision) shall be construed in accordance with, and this Agreement, the other Loan Documents and all matters arising out of or relating in any way whatsoever to the Loan Documents (whether in contract, tort or otherwise) shall be governed by, the law of the State of New York, other than those conflict of law provisions that would defer to the substantive laws of another jurisdiction. This governing law election has been made by the parties in reliance (at least in part) on Section 5-1401 of the General Obligation Law of the State of New York, as amended (as and to the extent applicable), and other applicable law.

(b) Submission to Jurisdiction. Each Obligor, the Administrative Agent, any Lender, any Issuing Lender, or any Related Party hereby irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against any Obligor, the Administrative Agent, any Lender, any Issuing Lender, or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto and each other Obligor hereby irrevocably and unconditionally irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that Administrative Agent, Issuing Lender, or any Lender may otherwise have to bring any action or proceeding relating to any Loan Document against any Obligor or its properties in the courts of any jurisdiction.

(c) Waiver of Venue. Each party hereto hereby 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 suit, action or proceeding arising out of or relating to any Loan Document in any court referred to in this Section 10.9(b). 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 10.1. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable law.

10.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO AND EACH OTHER OBLIGOR 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.

10.11 Treatment of Certain Information; Confidentiality.

(a) Confidentiality. Each of Administrative Agent, the Lenders and Issuing Lender agree to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (i) 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 and to use such Information subject to such Person's internal regulatory and/or ethical obligations regarding the same); (ii) 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 or any listing authority or stock exchange); (iii) to the extent required by applicable laws or regulations or by any subpoena or similar legal process; **provided** that prompt written notice to the Borrower Representative shall be provided to the extent not prohibited by applicable laws or regulations; (iv) to any other party hereto; (v) in connection with the exercise of any remedies hereunder or under any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (vi) subject to an agreement containing provisions substantially the same as those of this Section, to (A) any assignee of or Participant in, or any prospective assignee (other than any Disqualified Institution) of or Participant in, any of its rights and obligations under this Agreement or any pledgee under Section 10.4(f), or (B) 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 Borrowers and their obligations, this Agreement or payments hereunder; (vii) to holders of Equity Interests in any Borrower, (viii) to any Person providing a Guarantee of all or any portion of the Obligations, (ix) on a confidential basis to (A) any rating agency in connection with rating Obligors or their Subsidiaries or the credit facilities under this Agreement or (B) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to this Agreements; (x) with the consent of the Borrower Representative; or (xi) to the extent such Information (A) becomes publicly available other than as a result of a breach of this Section, or (B) becomes available to the Administrative Agent, any Lender, Issuing Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Obligors that is not to the knowledge (after due inquiry) of the receiving party in violation of any confidentiality restriction. For purposes of this Section, "Information" means all information received from the Obligors or any of their Subsidiaries and/or its Related Parties or representatives relating to the Obligors or any of their Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or Issuing Lender on a nonconfidential basis prior to disclosure by the Borrowers and other than information pertaining to this Agreement provided by arrangers to data service providers, including league table providers, that serve the lending industry; provided that, in the case of information received from the Borrowers after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

(b) Independence of Covenants. All covenants and other agreements contained in this Agreement or any other Loan Document shall be given independent effect so that, if a particular action or condition is not permitted by any of such covenants or other agreements, the fact that such action or condition would be permitted by an exception to, or otherwise be within the limitations of, another covenant or other agreement shall not avoid the occurrence of a Default if such action is taken or such condition exists.

10.12 **Interest Rate Limitation**. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges or other amounts that are treated as interest on such Loan under applicable law (collectively the "***Charges"***), shall exceed the maximum lawful rate (the "***Maximum Rate***") that may be contracted for, charged, taken, received, or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect to such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefore) until such cumulated amount, shall have been received by such Lender. If 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 Borrowers.

10.13 **USA Patriot Act**. Each of Administrative Agent, Issuing Lender, and each Lender subject to the USA Patriot Act hereby notifies each Obligor that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify, and record information that identifies each Obligor and other information that will allow Administrative Agent, such Lender, and Issuing Lender to identify each Obligor in accordance with the USA Patriot Act. The Borrowers hereby agree to provide, and cause each other Obligor to provide, such information promptly upon the request of Administrative Agent or any Lender. Each Lender subject to the USA Patriot Act acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on Administrative Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other obligations required or imposed under or pursuant to the USA Patriot Act or the regulations thereunder, including the regulations contained in 31 CFR 103.121 (as hereafter amended or replaced, the "***CIP Regulations***"), or any other Anti-Terrorism Law, including any programs involving any of the following items relating to or in connection with any Obligor, its Affiliates or its agents, this Agreement, the Loan Documents or the transactions hereunder or contemplated hereby: (a) any identity verification procedures, (b) any record-keeping, (c) comparisons with government lists, (d) customer notices, or (e) other procedures required under the CIP Regulations or such other law.

10.14 **Press Release and Related Matters**. No party hereto shall, and no party hereto shall permit any of its Affiliates to, issue any press release or other public disclosure using the name, logo or otherwise referring to any party hereto or any of their respective Affiliates, the Loan Documents or any transaction contemplated therein without the prior consent of a Borrower, Administrative Agent, or any applicable Lender, as the case may be, except to the extent required to do so under applicable law and then, in any event, such party hereto will advise Borrowers or Administrative Agent, as the case may be, as soon as possible with respect to such press release or other public disclosure.

10.15 **No Duty**. All attorneys, accountants, appraisers, and other professional Persons and consultants retained by Administrative Agent or any Lender shall have the right to act exclusively in the interest of Administrative Agent and the Lenders and shall have no duty of disclosure, duty of loyalty, duty of care, or other duty or obligation of any type or nature whatsoever to the Borrowers, any holders of Equity Interests of any Obligor, or any other Person.

10.16 **No Fiduciary Relationship**. The relationship between the Borrowers and the other Obligors on the one hand and the Administrative Agent, Issuing Lender, Swingline Lender, each Lender, the Lead Arranger, or any Person listed as a joint bookrunner or documentation agent on the cover page hereof on the other is solely that of debtor and creditor, and no Administrative Agent, Lender, Lead Arranger, or any Person listed as a joint bookrunner or documentation agent on the cover page hereof has any fiduciary, advisory, agency or other special relationship with Borrowers or any other Obligors, and no term or condition of any of the Loan Documents shall be construed so as to deem the relationship between the Borrowers and the other Obligors on the one hand and the Administrative Agent, Issuing Lender, Swingline Lender, each Lender, Lead Arranger, or any Person listed as a joint bookrunner or documentation agent on the cover page hereof on the other to be other than that of debtor and creditor. To the fullest extent permitted by law, each Borrower hereby waives and releases any claims that it may have against any of the Administrative Agent, the Issuing Lender, the Swingline Lender, the Lenders, the Lead Arranger, or any Person listed as a joint bookrunner or documentation agent on the cover page hereof 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 **Construction**. The Borrowers, each other Obligor (by its execution of the Loan Documents to which it is a party), Administrative Agent and each Lender acknowledges that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review the Loan Documents with its legal counsel and that the Loan Documents shall be construed as if jointly drafted by the parties thereto. Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

10.18 **Payments Set Aside**. To the extent that any payment by or on behalf of any Obligor under any Loan Document is made to the Administrative Agent, Issuing Lender or any Lender, or Administrative Agent, Issuing Lender or any Lender exercises its right of setoff as to any Obligor, 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 Administrative Agent, Issuing Lender 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 Laws or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and each Issuing Lender severally agrees to pay to the Administrative Agent upon demand its Pro Rata Share of any amount so recovered from or repaid by 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 Effective Rate from time to time in effect.

10.19 **Benefits of Agreement**. The Loan Documents are entered into for the sole protection and benefit of the parties hereto and their permitted successors and assigns, and no other Person (other than any Related Parties of Administrative Agent, the Lenders, Issuing Lender and any Participants to the extent provided for in Section 10.4(e)) shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with, any Loan Document.

10.20 **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 Affected Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) ~~(i)~~ a reduction in full or in part or cancellation of any such liability;

(ii) ~~(ii)~~ a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) ~~(iii)~~ the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

10.21 **Keepwell.** Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally, and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Obligor to honor all of its obligations under this Agreement in respect of Swap Obligations (**provided**, **however**, that each Qualified ECP Guarantor shall only be liable under this Section 10.21 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.21, or otherwise under this Agreement, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until Full Satisfaction of the Obligations. Each Qualified ECP Guarantor intends that this Section 10.21 constitute, and this Section 10.21 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other obligor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

10.22 Designation of Additional Borrowers. From time to time, the Borrowers may designate a Restricted Subsidiary incorporated, formed or otherwise organized in the United States to the Administrative Agent as a joint and several additional Borrower under the Loans and such party shall become a party to this Agreement pursuant to a joinder agreement reasonably satisfactory to the Administrative Agent; provided that the Borrower Representative shall have delivered (a) a joinder to this Agreement and the Security Agreement by such new Borrower, and such other Loan Documents as may be required by Section 5.8 or Section 5.9 with respect thereto, (b) a customary written opinion (addressed to the Administrative Agent and the Lenders) of counsel to such new Borrower regarding the Loan Documents consistent with the opinion delivered on the Effective Date, (c) such documents and certificates as Administrative Agent may reasonably request relating to the organization, existence and good standing of such new Borrower consistent with those delivered by the Borrower Representative on the Effective Date, (d) to each of the Lenders, all documents, certificates, and other information relating to the additional Borrower and its Subsidiaries that have been reasonably requested by the Administrative Agent or any Lender relating to the additional Borrower required by applicable regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, those imposed by the PATRIOT Act, and, for any additional Borrower that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a Beneficial Ownership Certification in relation to such Borrower, and (e) such other assurances, certificates, documents, consents, or opinions as Administrative Agent or any Lender (through Administrative Agent) may reasonably request. Each Borrower shall be jointly and severally liable with respect to all Obligations.

10.23 Joint and Several Obligations.

(a) All Obligations shall constitute joint and several obligations of the Borrowers. Each Borrower expressly represents and acknowledges that it is part of a common enterprise with the other Borrower and that any financial accommodations by Administrative Agent, the Lenders, Issuing Lender, and Swingline Lender, or any of them, to any other Borrower hereunder and under the other Loan Documents are and will be of direct and indirect interest, benefit and advantage to all of the Borrowers. Each Borrower acknowledges that any notice of Borrowing or any other notice given by the Borrower Representative to the Administrative Agent, the Lenders, Issuing Lender or Swingline Lender shall bind all of the Borrowers, and that any notice given by Administrative Agent, the Lenders, Issuing Lender or Swingline Lender to the Borrower Representative shall be effective with respect to all of the Borrowers. Each Borrower acknowledges and agrees that each Borrower shall be liable, on a joint and several basis, for all of the Loans and other Obligations, regardless of which such Person actually may have received the proceeds of any of the Loans or other extensions of credit or the amount of such Loans or other extensions of credit received or the manner in which Administrative Agent, the Lenders, Issuing Lender or Swingline Lender accounts among the Borrowers for such Loans or other Obligations on its books and records, and further acknowledges and agrees that Loans and other extensions of credit to any Borrower inure to the mutual benefit of all of the Borrowers and that Administrative Agent, the Lenders, Issuing Lender, and Swingline Lender are relying on the joint and several liability of the Borrowers in extending the Loans and other financial accommodations under the Loan Documents and Bank Product Agreements; **provided**, that notwithstanding anything to the contrary in this Section, no Borrower shall be liable for any Swap Obligation incurred by an Obligor other than such Borrower, to the extent such Swap Obligation would constitute Excluded Swap Obligations with respect to such Borrower at such time.

(b) Each Borrower shall be entitled to subrogation and contribution rights from and against the other Borrower to the extent such Person is required to pay to the Administrative Agent, the Lenders, Issuing Lender or Swingline Lender any amount in excess of the Loans advanced directly to, or other Obligations incurred directly by, such Person or as otherwise available under applicable law; **provided**, **however**, that such subrogation and contribution rights are and shall be subject to the terms and conditions of Section 10.23(c) and 10.23(d).

(c) It is the intent of each Borrower, Administrative Agent, the Lenders, Issuing Lender, Swingline Lender and any other Person holding any of the Obligations that the maximum obligations of each Borrower hereunder (such Person's "***Maximum Borrower Liability***") in any case or proceeding referred to below (but only in such a case or proceeding) shall not be in excess of:

(i) in a case or proceeding commenced by or against such Person under the Bankruptcy Code on or within one year from the date on which any of the Obligations of such Person are incurred, the maximum amount that would not otherwise cause the Obligations of such Person hereunder (or any other Obligations of such Person to the Administrative Agent, the Lenders, Issuing Lender, Swingline Lender and any other Person holding any of the Obligations) to be avoidable or unenforceable against such Person under (A) Section 548 of the Bankruptcy Code or (B) any state fraudulent transfer or fraudulent conveyance act or statute applied in such case or proceeding by virtue of Section 544 of the Bankruptcy Code; or

(ii) in a case or proceeding commenced by or against such Person under the Bankruptcy Code subsequent to one year from the date on which any of the Obligations of such Person are incurred, the maximum amount that would not otherwise cause the Obligations of such Person hereunder (or any other Obligations of such Person to the Administrative Agent, the Lenders, Issuing Lender, Swingline Lender and any other Person holding any of the Obligations) to be avoidable or unenforceable against such Person under any state fraudulent transfer or fraudulent conveyance act or statute applied in any such case or proceeding by virtue of Section 544 of the Bankruptcy Code; or

(iii) in a case or proceeding commenced by or against such Person under any law, statute or regulation other than the Bankruptcy Code relating to dissolution, liquidation, conservatorship, bankruptcy, moratorium, readjustment of debt, compromise, rearrangement, receivership, insolvency, reorganization or similar debtor relief from time to time in effect affecting the rights of creditors generally (collectively, "***Other Debtor Relief Law***"), the maximum amount that would not otherwise cause the Obligations of such Person hereunder (or any other Obligations of such Person to the Administrative Agent, the Lenders, Issuing Lender, Swingline Lender and any other Person holding any of the Obligations) to be avoidable or unenforceable against such Person under such Other Debtor Relief Law, including, without limitation, any state fraudulent transfer or fraudulent conveyance act or statute applied in any such case or proceeding. (The substantive state or federal laws under which the possible avoidance or unenforceability of the Obligations of any Borrower hereunder (or any other Obligations of such Person to the Administrative Agent, the Lenders, Issuing Lender, Swingline Lender and any other Person holding any of the Obligations) shall be determined in any such case or proceeding shall hereinafter be referred to as the "***Avoidance Provisions***").

Notwithstanding the foregoing, no provision of this Section 10.23(c) shall limit the liability of any Borrower for loans advanced directly or indirectly to it under this Agreement.

(d) To the extent set forth in Section 10.23(c), but only to the extent that the Obligations of any Borrower hereunder would otherwise be subject to avoidance under any Avoidance Provisions if such Person is not deemed to have received valuable consideration, fair value, fair consideration or reasonably equivalent value for such transfers or obligations, or if such transfers or obligations of any Borrower hereunder would render such Person insolvent, or leave such Person with an unreasonably small capital or unreasonably small assets to conduct its business, or cause such Person to have incurred debts (or to have intended to have incurred debts) beyond its ability to pay such debts as they mature, in each case as of the time any of the obligations of such Person are deemed to have been incurred and transfers made under such Avoidance Provisions, then the obligations of such Person hereunder shall be reduced to that amount which, after giving effect thereto, would not cause the Obligations of such Person hereunder (or any other Obligations of such Person to the Administrative Agent, the Lenders, Issuing Lender, Swingline Lender and any other Person holding any of the Obligations), as so reduced, to be subject to avoidance under such Avoidance Provisions. This Section 10.23(d) is intended solely to preserve the rights hereunder of Administrative Agent, the Lenders, Issuing Lender, Swingline Lender and any other Person holding any of the Obligations to the maximum extent that would not cause the obligations of the Borrowers hereunder to be subject to avoidance under any Avoidance Provisions, and none of the Borrowers nor any other Person shall have any right, defense, offset, or claim under this Section 10.23(d) as against Administrative Agent, the Lenders, Issuing Lender, Swingline Lender and any other Person holding any of the Obligations that would not otherwise be available to such Person under the Avoidance Provisions.

(e) Each Borrower agrees that the Obligations may at any time and from time to time exceed the Maximum Borrower Liability of such Person, and may exceed the aggregate Maximum Borrower Liability of all of the Borrowers hereunder, without impairing this Agreement or any provision contained herein or affecting the rights and remedies of Administrative Agent, the Lenders, Issuing Lender, and Swingline Lender hereunder.

(f) In the event any Borrower (a "***Funding Borrower***") shall make any payment or payments under this Agreement or shall suffer any loss as a result of any realization upon any collateral granted by it to secure its obligations hereunder, each other Borrower (each, a "***Contributing Borrower***") shall contribute to such Funding Borrower an amount equal to such payment or payments made, or losses suffered, by such Funding Borrower determined as of the date on which such payment or loss was made **multiplied by** the ratio of (i) the Maximum Borrower Liability of such Contributing Borrower (without giving effect to any right to receive any contribution or other obligation to make any contribution hereunder), to (ii) the aggregate Maximum Borrower Liability of all of the Borrowers (including the Funding Borrowers) hereunder (without giving effect to any right to receive, or obligation to make, any contribution hereunder). Nothing in this Section 10.23(f) shall affect the joint and several liability of any Borrower to the Administrative Agent, the Lenders, Issuing Lender, and Swingline Lender for the entire amount of its Obligations. Each Borrower covenants and agrees that its right to receive any contribution hereunder from a Contributing Borrower shall be subordinate and junior in right of payment to all obligations of the Borrowers to the Administrative Agent, the Lenders, Issuing Lender, and Swingline Lender hereunder.

(g) No Borrower will exercise any rights which it may acquire by way of subrogation hereunder or under any other Loan Document or at law by any payment made hereunder or otherwise, nor shall any Borrower seek or be entitled to seek any contribution or reimbursement from any other Borrower in respect of payments made by such Person hereunder or under any other Loan Document, until all amounts owing to the Administrative Agent, the Lenders, Issuing Lender, and Swingline Lender on account of the Obligations are paid in full in cash. If any amounts shall be paid to any Borrower on account of such subrogation or contribution rights at any time when all of the Obligations shall not have been paid in full, such amount shall be held by such Person in trust for Administrative Agent, the Lenders, Issuing Lender, and Swingline Lender, segregated from other funds of such Person, and shall, forthwith upon receipt by such Person, be turned over to the Administrative Agent in the exact form received by such Person (duly endorsed by such Person to the Administrative Agent, if required), to be applied against the Obligations, whether matured or unmatured, as provided for herein.

10.24 **Acknowledgement Regarding Any Supported QFCs**. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Hedging Agreements or any other agreement or instrument that is a QFC (such support, "***QFC Credit Support***" and each such QFC a "***Supported QFC***"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "***U.S. Special Resolution Regimes***") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "***Covered Party***") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 10.24, the following terms have the following meanings:

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

"***Covered Entity***" means any of the following:

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

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

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

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

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

10.25 **Assumption of Obligations**. Immediately following consummation of the Merger on the Effective Date, the Borrower hereby expressly, unconditionally and irrevocably assumes all Obligations of the Initial Borrower under this Agreement and the other Loan Documents as fully as if the Borrower was originally the Initial Borrower, and the Borrower expressly, unconditionally and irrevocably agrees to pay, perform and discharge such Indebtedness and Obligations in accordance with the terms of this Agreement and the other Loan Documents and otherwise be liable for such Indebtedness and to perform and discharge all of the Obligations and any and all covenants and other obligations under this Agreement and the other Loan Documents, and the Borrower will become a "Borrower" for all purposes under this Agreement and the other Loan Documents, and, following the completion of such assumption, the Indebtedness and Obligations of the Initial Borrower as a Borrower hereunder and under the other Loan Documents shall be automatically and irrevocably released (the assumption described in this Section 10.25, the "***Effective Date Assumption***").

10.26 **ICAV Claims**. Any recourse of a party hereto against the ICAV in respect of any claims arising under or in relation to this Agreement against any PGIM Fund ("***Claims***") shall be limited to the assets of such PGIM Fund and no such party shall have any recourse to any other assets of the ICAV or any other PGIM Fund. If, following the realization of all of the assets of the relevant PGIM Fund and the application of such realization proceeds in payment of all Claims relating to such PGIM Fund (if any) and all other liabilities (if any) of such PGIM Fund ranking pari passu with or senior to the Claims which have recourse to such PGIM Fund, the Claims are not paid in full, (a) the amount outstanding in respect of the Claims relating to such PGIM Fund shall be automatically extinguished, and (b) no party hereto shall have any further right of payment in respect thereof.

11. THE BORROWER REPRESENTATIVE.

11.1 **Appointment; Nature of Relationship.** Suja Merger Sub, LLC, prior to the consummation of the Merger, and Suja life, LLC, after the consummation of the Merger and after giving effect to the Effective Date Assumption, is hereby appointed by each of the Borrowers as its contractual representative (herein referred to as the "Borrower Representative") hereunder and under each other Loan Document, and each of the Borrowers irrevocably authorizes the Borrower Representative to act as the contractual representative of such Borrower with the rights and duties expressly set forth herein and in the other Loan Documents. The Borrower Representative agrees to act as such contractual representative upon the express conditions contained in this Article XI. The Administrative Agent and the Lenders, and their respective officers, directors, agents or employees, shall not be liable to the Borrower Representative or any Borrower for any action taken or omitted to be taken by the Borrower Representative or the Borrowers pursuant to this Section 11.01.

11.2 **Powers**. The Borrower Representative shall have and may exercise such powers under the Loan Documents as are specifically delegated to the Borrower Representative by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Borrower Representative shall have no implied duties to the Borrowers, or any obligation to the Lenders to take any action thereunder except any action specifically provided by the Loan Documents to be taken by the Borrower Representative.

11.3 **Employment of Agents**. The Borrower Representative may execute any of its duties as the Borrower Representative hereunder and under any other Loan Document by or through authorized officers.

11.4 **Successor Borrower Representative**. Upon the prior written consent of the Administrative Agent (such consent not to be unreasonably withheld, denied, delayed or conditioned), the Borrower Representative may resign at any time, such resignation to be effective upon the appointment of a successor Borrower Representative. The Administrative Agent shall give prompt written notice of such resignation to the Lenders.

11.5 **Execution of Loan Documents**. The Borrowers hereby empower and authorize the Borrower Representative, on behalf of the Borrowers, to execute and deliver to the Administrative Agent and the Lenders the Loan Documents and all related agreements, certificates, documents, or instruments as shall be necessary or appropriate to effect the purposes of the Loan Documents, including, without limitation, the Compliance Certificates. Each Borrower agrees that any action taken by the Borrower Representative or the Borrowers in accordance with the terms of this Agreement or the other Loan Documents, and the exercise by the Borrower Representative of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Borrowers.

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SUJA LIFE, INC.

2026 OMNIBUS INCENTIVE PLAN

ARTICLE I
PURPOSE

The purpose of this Suja Life, Inc. 2026 Omnibus Incentive Plan (this "**Plan**") is to promote the success of the Company's business for the benefit of its stockholders by enabling the Company to offer Eligible Individuals cash and stock-based incentives in order to attract, retain, and reward such individuals and strengthen the mutuality of interests between such individuals and the Company's stockholders. This Plan is effective as of the date set forth in Article XIV.

ARTICLE II
DEFINITIONS

For purposes of this Plan, the following terms shall have the following meanings:

2.1 "Affiliate" means a corporation or other entity controlled by, controlling, or under common control with the Company. The term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of such Person, whether through the ownership of voting or other securities, by contract or otherwise.

2.2 "Applicable Law" means the requirements relating to the administration of equity-based awards and the related shares under U.S. state corporate law, U.S. federal and state securities laws, the rules or requirements of any stock exchange or quotation system on which the shares are listed or quoted, and any other applicable laws, including tax laws, of any U.S. or non-U.S. jurisdictions where Awards are, or will be, granted under this Plan.

2.3 "Award" means any award under this Plan of any Stock Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Units, Performance Award, Other Stock-Based Award, or Cash Award. All Awards shall be evidenced by and subject to the terms of an Award Agreement.

2.4 "Award Agreement" means the written or electronic agreement, contract, certificate, or other instrument or document evidencing the terms and conditions of an individual Award. Each Award Agreement shall be subject to the terms and conditions of this Plan.

2.5 "Board" means the Board of Directors of the Company.

2.6 "Cash Award" means an Award granted to an Eligible Individual pursuant to Section 9.3 of this Plan and payable in cash at such time or times and subject to such terms and conditions as determined by the Committee in its sole discretion.

2.7 "Cause" means, unless otherwise determined by the Committee in the applicable Award Agreement, with respect to a Participant's Termination of Service, the following: (a) in the case where there is no employment agreement, offer letter, consulting agreement, change in control agreement, or similar agreement in effect between the Company or an Affiliate and the Participant at the time of the grant of the Award (or where there is such agreement in effect but it does not define "cause" (or words of like import)), the Participant's (i) commission of, or plea of guilty or no contest to, a felony or a crime involving moral turpitude or the commission of any other act involving willful malfeasance or material fiduciary breach with respect to the Company or an Affiliate; (ii) substantial and repeated failure to perform duties as reasonably directed by the person to whom the Participant reports; (iii) conduct that brings or is reasonably likely to bring the Company or an Affiliate negative publicity or into public disgrace, embarrassment, or disrepute; (iv) gross negligence or willful misconduct with respect to the Company or an Affiliate; (v) material violation of the Company's policies or codes of conduct, including policies related to discrimination, harassment, performance of illegal or unethical activities, or ethical misconduct; or (vi) any breach of any non-competition, non-solicitation, no-hire, or confidentiality covenant between the Participant and the Company or an Affiliate; or (b) in the case where there is an employment agreement, offer letter, consulting agreement, change in control agreement, or similar agreement in effect between the Company or an Affiliate and the Participant at the time of the grant of the Award that defines "cause" (or words of like import), "cause" as defined under such agreement; *provided*, *however*, that with regard to any agreement under which the definition of "cause" only applies on occurrence of a change in control, such definition of "cause" shall not apply until a change in control (as defined in such agreement) actually takes place and then only with regard to a termination thereafter.

2.8 "Change in Control" means and includes each of the following, unless otherwise determined by the Committee in the applicable Award Agreement or other written agreement with a Participant approved by the Committee:

(a) any Person (other than the Company, any trustee or other fiduciary holding securities under any employee benefit plan of the Company, or any company owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of the Company), becoming the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities, excluding for purposes herein, acquisitions pursuant to a Business Combination (as defined below) that does not constitute a Change in Control as defined in Section 2.8(b);

(b) consummation of a merger, reorganization, or consolidation of the Company or in which equity securities of the Company are issued (each, a "**Business Combination**"), other than a merger, reorganization or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its direct or indirect parent) more than fifty percent (50%) of the combined voting power of the voting securities of the Company or such surviving entity (or, as applicable, a direct or indirect parent of the Company or such surviving entity) outstanding immediately after such merger, reorganization or consolidation; *provided, however*, that a merger, reorganization or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person (other than those covered by the exceptions in Section 2.8(a)) acquires more than fifty percent (50%) of the combined voting power of the Company's then outstanding securities shall not constitute a Change in Control;

(c) during the period of two (2) consecutive years, individuals who, at the beginning of such period, constitute the Board together with any new director(s) (other than a director designated by a Person who has entered into an agreement with the Company to effect a transaction described in Sections 2.8(a) or (b)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the two (2) year period or whose election or nomination for election was previously so approved (and, for clarity, any individual whose election or nomination is pursuant to the Director Nomination Agreement by and between the Company and Paine Schwartz Partners shall be deemed to be approved for this purpose), cease for any reason to constitute a majority thereof; or

(d) shareholder approval of a complete liquidation or dissolution of the Company or the consummation of a sale or disposition by the Company of all or substantially all of the Company's assets other than the sale or disposition of all or substantially all of the assets of the Company to a Person or Persons who beneficially own, directly or indirectly, fifty percent (50%) or more of the combined voting power of the outstanding voting securities of the Company at the time of the sale.

For purposes of this Section 2.8, acquisitions or dispositions of securities of the Company by Paine Schwartz Food Chain Fund V GP, Ltd., any of its respective affiliates, or any investment vehicle or fund controlled by or managed by, or otherwise affiliated with Paine Schwartz Food Chain Fund V GP, Ltd. shall not constitute a Change in Control. Notwithstanding the foregoing, with respect to any Award that is characterized as "nonqualified deferred compensation" within the meaning of Section 409A of the Code, an event shall not be considered to be a Change in Control under this Plan for purposes of payment of such Award unless such event is also a "change in ownership," a "change in effective control," or a "change in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code.

2.9 "Change in Control Price" means the highest price per Share paid in any transaction related to a Change in Control as determined by the Committee in its discretion.

2.10 "Code" means the U.S. Internal Revenue Code of 1986, as amended from time to time. Any reference to any section of the Code shall also be a reference to any successor provision and any guidance and treasury regulation promulgated thereunder.

2.11 "Committee" means any committee of the Board duly authorized by the Board to administer this Plan; *provided*, *however*, that unless otherwise determined by the Board, the Committee shall consist solely of two or more members of the Board who are each (a) a "non-employee director" within the meaning of Rule 16b-3(b), and (b) "independent" under the listing standards or rules of the securities exchange upon which the Common Stock is traded, but only to the extent such independence is required in order to take the action at issue pursuant to such standards or rules. If no committee is duly authorized by the Board to administer this Plan, the term "Committee" shall be deemed to refer to the Board for all purposes under this Plan. The Board may abolish any Committee or re-vest in itself any previously delegated authority from time to time, and will retain the right to exercise the authority of the Committee to the extent consistent with Applicable Law.

2.12 "Common Stock" means the Class A common stock, $0.0001 par value per share, of the Company.

2.13 "Company" means Suja Life, Inc., a Delaware corporation, and its successors by operation of law.

2.14 "Consultant" means any natural person who is an advisor or consultant or other service provider to the Company or any of its Affiliates.

2.15 "Detrimental Conduct" means, as determined by the Company, a Participant's serious misconduct or unethical behavior, including any of the following: (a) any violation by the Participant of a restrictive covenant agreement that the Participant has entered into with the Company or an Affiliate (covering, for example, confidentiality, non-competition, non-solicitation, non-disparagement, etc.); (b) any conduct by the Participant that could result in the Participant's Termination of Service for Cause; (c) the commission of a criminal act by the Participant, whether or not performed in the workplace, that subjects, or if generally known would subject, the Company or an Affiliate to public ridicule or embarrassment, or other improper or intentional conduct by the Participant causing reputational harm to the Company, an Affiliate, or a client or former client of the Company or an Affiliate; (d) the Participant's breach of a fiduciary duty owed to the Company or an Affiliate or a client or former client of the Company or an Affiliate; (e) the Participant's intentional violation, or grossly negligent disregard, of the Company's or an Affiliate's policies, rules, or procedures; or (f) the Participant taking or maintaining trading positions that result in a need to restate financial results in a subsequent reporting period or that result in a significant financial loss to the Company or an Affiliate.

2.16 "Disability" means, unless otherwise determined by the Committee in the applicable Award Agreement, with respect to a Participant's Termination of Service, that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment, after accounting for reasonable accommodations (if applicable and required by Applicable Law); *provided, however*, for purposes of an Incentive Stock Option, the term Disability shall have the meaning ascribed to it under Section 22(e)(3) of the Code. The determination of whether an individual has a Disability shall be determined by the Committee, and the Committee may rely on any determination that a Participant is disabled for purposes of benefits under any long-term disability plan in which a Participant participates that is maintained by the Company or any Affiliate.

2.17 "Dividend Equivalent Rights" means a right granted to a Participant under this Plan to receive the equivalent value (in cash or Shares) of dividends paid on Shares.

2.18 "Effective Date" means the effective date of this Plan as defined in Article XIV.

2.19 "Eligible Employee" means each employee of the Company or any of its Affiliates. An employee on a leave of absence may be an Eligible Employee.

2.20 "Eligible Individual" means an Eligible Employee, Non-Employee Director, or Consultant who is designated by the Committee in its discretion as eligible to receive Awards subject to the terms and conditions set forth herein.

2.21 "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time. Reference to a specific section of the Exchange Act or regulation thereunder shall include such section or regulation, any valid regulation or interpretation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing, or superseding such section or regulation.

2.22 "Fair Market Value" means, for purposes of this Plan, unless otherwise required by any applicable provision of the Code or any regulations issued thereunder, as of any date and except as provided below, the last sales price reported for the Common Stock on the applicable date: (a) as reported on the principal national securities exchange in the United States on which it is then traded, listed or otherwise reported or quoted or (b) if the Common Stock is not traded, listed, or otherwise reported or quoted, the Committee shall determine in good faith the Fair Market Value in whatever manner it considers appropriate, taking into account the requirements of Section 409A of the Code. For purposes of the grant of any Award, the applicable date shall be the trading day immediately prior to the date on which the Award is granted. For purposes of the exercise of any Award, the applicable date shall be the date a notice of exercise is received by the Committee or, if not a date on which the applicable market is open, the next day that it is open. Notwithstanding the foregoing, with respect to any Award granted on the pricing date of the Company's initial public offering, the Fair Market Value shall mean the initial public offering price of a Share as set forth in the Company's final prospectus relating to its initial public offering filed with the Securities and Exchange Commission.

2.23 "Family Member" means "family member" as defined in Section A.1.(a)(5) of the general instructions of Form S-8.

2.24 "Incentive Stock Option" means any Stock Option granted to an Eligible Employee who is an employee of the Company, its Parents or its Subsidiaries under this Plan and that is intended to be, and is designated as, an "Incentive Stock Option" within the meaning of Section 422 of the Code.

2.25 "Non-Employee Director" means a director on the Board who is not an employee of the Company.

2.26 "Non-Qualified Stock Option" means any Stock Option granted under this Plan that is not an Incentive Stock Option.

2.27 "Other Stock-Based Award" means an Award granted under Article IX of this Plan that is valued in whole or in part by reference to, or is payable in or otherwise based on, Shares, but may be settled in the form of Shares or cash.

2.28 "Parent" means any parent corporation of the Company within the meaning of Section 424(e) of the Code.

2.29 "Participant" means an Eligible Individual to whom an Award has been granted pursuant to this Plan.

2.30 "Performance Award" means an Award granted under Article VIII of this Plan.

2.31 "Performance Goals" means goals established by the Committee as contingencies for Awards to vest and/or become exercisable or distributable.

2.32 "Performance Period" means the designated period during which the Performance Goals must be satisfied with respect to the Award to which the Performance Goals relate.

2.33 "Person" means any "person" as such term is used in Sections 13(d) and 14(d) of the Exchange Act.

2.34 "Restricted Stock" means an Award of Shares granted under Article VII of this Plan.

2.35 "Restricted Stock Unit" means an unfunded, unsecured right to receive, on the applicable settlement date, one Share or an amount in cash or other consideration determined by the Committee to be of equal value as of such settlement date, subject to certain vesting conditions and other restrictions.

2.36 "Rule 16b-3" means Rule 16b-3 under Section 16(b) of the Exchange Act as then in effect or any successor provision.

2.37 "Section 409A of the Code" means the nonqualified deferred compensation rules under Section 409A of the Code and any applicable treasury regulations and other official guidance thereunder.

2.38 "Securities Act" means the Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder. Reference to a specific section of the Securities Act or regulation thereunder shall include such section or regulation, any valid regulation or interpretation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing, or superseding such section or regulation.

2.39 "Shares" means shares of Common Stock.

2.40 "Stock Appreciation Right" means a stock appreciation right granted under Article VI of this Plan.

2.41 "Stock Option" or **"Option"** means any option to purchase Shares granted pursuant to Article VI of this Plan.

2.42 "Subsidiary" means any subsidiary corporation of the Company within the meaning of Section 424(f) of the Code.

2.43 "Ten Percent Stockholder" means a Person owning stock representing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company, its Parents or its Subsidiaries.

2.44 "Termination of Service" means the termination of the applicable Participant's employment with, or performance of services for, the Company and its Affiliates. Unless otherwise determined by the Committee, (a) if a Participant's employment or services with the Company and its Affiliates terminates but such Participant continues to provide services to the Company and its Affiliates in a non-employee capacity, such change in status shall not be deemed a Termination of Service with the Company and its Affiliates and (b) a Participant employed by, or performing services for an Affiliate that ceases to be an Affiliate shall also be deemed to have incurred a Termination of Service provided the Participant does not immediately thereafter become an employee of the Company or another Affiliate. Notwithstanding the foregoing provisions of this definition, with respect to any Award that constitutes a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code, a Participant shall not be considered to have experienced a "Termination of Service" unless the Participant has experienced a "separation from service" within the meaning of Section 409A of the Code.

ARTICLE III
ADMINISTRATION

3.1 Authority of the Committee. This Plan shall be administered by the Committee. Subject to the terms of this Plan and Applicable Law, the Committee shall have full authority to grant Awards to Eligible Individuals under this Plan. In particular, the Committee shall have the authority to:

(a) determine whether and to what extent Awards, or any combination thereof, are to be granted hereunder to one or more Eligible Individuals;

(b) determine the number of Shares to be covered by each Award granted hereunder;

(c) determine the terms and conditions, not inconsistent with the terms of this Plan, of any Award granted hereunder (including, but not limited to, the exercise or purchase price (if any), any restriction or limitation, any vesting schedule or acceleration thereof, or any forfeiture restrictions or waiver thereof, regarding any Award and the Shares, if any, relating thereto, based on such factors, if any, as the Committee shall determine, in its sole discretion);

(d) determine the amount of cash to be covered by each Award granted hereunder;

(e) determine whether, to what extent, and under what circumstances grants of Options and other Awards under this Plan are to operate on a tandem basis and/or in conjunction with or apart from other awards made by the Company outside of this Plan;

(f) determine whether and under what circumstances an Award may be settled in cash, Shares, other property, or a combination of the foregoing;

(g) determine whether, to what extent and under what circumstances cash, Shares, or other property and other amounts payable with respect to an Award under this Plan shall be deferred either automatically or at the election of the Participant;

(h) modify, waive, amend, or adjust the terms and conditions of any Award, at any time or from time to time, including but not limited to Performance Goals;

(i) determine whether a Stock Option is an Incentive Stock Option or Non-Qualified Stock Option;

(j) determine whether to require a Participant, as a condition of the granting of any Award, to not sell or otherwise dispose of Shares acquired pursuant to the exercise or vesting of an Award for a period of time as determined by the Committee, in its sole discretion, following the date of the acquisition of such Award or Shares;

(k) modify, extend, or renew an Award, subject to Article XI and Section 6.8(g) of this Plan; and

(l) determine how the Disability, death, retirement, authorized leave of absence or any other change or purported change in a Participant's status affects an Award and the extent to which, and the period during which, the Participant, the Participant's legal representative, conservator, guardian or beneficiary may exercise rights under the Award, if applicable.

3.2 Guidelines. Subject to Article XI of this Plan, the Committee shall have the authority to adopt, alter, and repeal such administrative rules, guidelines, and practices governing this Plan and perform all acts, including the delegation of its responsibilities (to the extent permitted by Applicable Law and applicable stock exchange rules), as it shall, from time to time, deem advisable; to construe and interpret the terms and provisions of this Plan and any Award issued under this Plan (and any agreements or sub-plans relating thereto); and to otherwise supervise the administration of this Plan. The Committee may correct any defect, supply any omission, or reconcile any inconsistency in this Plan or in any agreement relating thereto in the manner and to the extent it shall deem necessary to effectuate the purpose and intent of this Plan. The Committee may adopt special rules, sub-plans, guidelines, and provisions for persons who are residing in or employed in, or subject to, the taxes of any domestic or foreign jurisdictions to satisfy or accommodate applicable foreign laws or to qualify for preferred tax treatment of such domestic or foreign jurisdictions.

3.3 Decisions Final. Any decision, interpretation, or other action made or taken in good faith by or at the direction of the Company, the Board, or the Committee (or any of its members) arising out of or in connection with this Plan shall be within the absolute discretion of all and each of them, as the case may be, and shall be final, binding, and conclusive on the Company and all employees and Participants and their respective heirs, executors, administrators, successors, and assigns.

3.4 Designation of Consultants/Liability; Delegation of Authority.

(a) The Committee may employ such legal counsel, consultants, and agents as it may deem desirable for the administration of this Plan and may rely upon any opinion received from any such counsel or consultant and any computation received from any such consultant or agent. Expenses incurred by the Committee or the Board in the engagement of any such counsel, consultant, or agent shall be paid by the Company. The Committee, its members, and any person designated pursuant to this Section 3.4 shall not be liable for any action or determination made in good faith with respect to this Plan. To the maximum extent permitted by Applicable Law, no officer of the Company or member or former member of the Committee or of the Board shall be liable for any action or determination made in good faith with respect to this Plan or any Award granted under it.

(b) The Committee may delegate any or all of its powers and duties under this Plan to a subcommittee of directors or to any officer of the Company, including the power to perform administrative functions (including executing agreements or other documents on behalf of the Committee) and grant Awards; *provided*, that such delegation does not (i) violate Applicable Law, or (ii) result in the loss of an exemption under Rule 16b-3(d)(1) for Awards granted to Participants subject to Section 16 of the Exchange Act in respect of the Company. Upon any such delegation, all references in this Plan to the "Committee," shall be deemed to include any subcommittee or officer of the Company to whom such powers have been delegated by the Committee. Any such delegation shall not limit the right of such subcommittee members or such an officer to receive Awards; *provided*, *however*, that such subcommittee members and any such officer may not grant Awards to himself or herself, a member of the Board, or any executive officer of the Company or an Affiliate, or take any action with respect to any Award previously granted to himself or herself, a member of the Board, or any executive officer of the Company or an Affiliate. The Committee may also designate employees or professional advisors who are not executive officers of the Company or members of the Board to assist in administering this Plan, *provided*, *however*, that such individuals may not be delegated the authority to grant or modify any Awards that will, or may, be settled in Shares.

3.5 **Indemnification**. To the maximum extent permitted by Applicable Law and to the extent not covered by insurance directly insuring such person, each current and former officer or employee of the Company or any of its Affiliates and member or former member of the Committee or the Board shall be indemnified and held harmless by the Company against any cost or expense (including reasonable fees of counsel acceptable to the Committee) or liability (including any sum paid in settlement of a claim with the approval of the Committee), and advanced amounts necessary to pay the foregoing at the earliest time and to the fullest extent permitted, arising out of any act or omission to act in connection with the administration of this Plan, except to the extent arising out of such officer's, employee's, member's, or former member's own fraud or bad faith. Such indemnification shall be in addition to any right of indemnification that the current or former employee, officer or member may have under Applicable Law or under the by-laws of the Company or any of its Affiliates. Notwithstanding anything else herein, this indemnification will not apply to the actions or determinations made by an individual with regard to Awards granted to such individual under this Plan.

ARTICLE IV
SHARE LIMITATION

4.1 **Shares**. The aggregate number of Shares that may be issued pursuant to this Plan shall not exceed 4,291,668 Shares (subject to any increase or decrease pursuant to this Article IV), which may be either authorized and unissued Shares or Shares held in or acquired for the treasury of the Company or both. The number of Shares that may be issued pursuant to this Plan shall be subject to an annual increase on January 1 of each calendar year beginning in 2027, and ending and including January 1, 2036, equal to the lesser of (a) 4% of the aggregate number of Shares and shares of Class V common stock of the Company, in each case, outstanding on December 31 of the immediately preceding calendar year and (b) such smaller number of Shares as is determined by the Board. The aggregate number of Shares that may be issued or used with respect to any Incentive Stock Option shall not exceed 4,291,668 Shares (subject to any increase or decrease pursuant to Section 4.3). Any Award under this Plan settled in cash shall not be counted against the foregoing maximum share limitations. Notwithstanding anything to the contrary contained herein, Shares subject to an Award under this Plan shall again be made available for issuance or delivery under this Plan if such Shares are (i) Shares delivered, withheld or surrendered in payment of the exercise or purchase price of an Award, (ii) Shares delivered, withheld, or surrendered to satisfy any tax withholding obligation or (iii) Shares subject to a stock-settled Award that expires or is canceled, forfeited, or terminated without issuance of the full number of Shares to which the Award related.

4.2 **Substitute Awards**. In connection with an entity's merger or consolidation with the Company or the Company's acquisition of an entity's property or stock, the Committee may grant Awards in substitution for any options or other stock or stock-based awards granted before such merger or consolidation by such entity or its affiliate ("Substitute Awards"). Substitute Awards may be granted on such terms as the Committee deems appropriate, notwithstanding limitations on Awards in this Plan. Substitute Awards will not count against the Shares authorized for grant under this Plan (nor shall Shares subject to a Substitute Award be added to the Shares available for Awards under this Plan as provided under Section 4.1 above), except that Shares acquired by exercise of substitute Incentive Stock Options will count against the maximum number of Shares that may be issued pursuant to the exercise of Incentive Stock Options under this Plan, as set forth in Section 4.1 above. Additionally, in the event that a Person acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines has shares available under a pre-existing plan approved by stockholders and not adopted in contemplation of such acquisition or combination, the shares available for grants pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the holders of common stock of the entities party to such acquisition or combination) may be used for Awards under this Plan and shall not reduce the Shares authorized for grant under this Plan (and Shares subject to such Awards shall not be added to the Shares available for Awards under this Plan as provided under Section 4.1 above); *provided* that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not Eligible Employees or Non-Employee Directors prior to such acquisition or combination.

4.3 **Adjustments**.

(a) The existence of this Plan and the Awards granted hereunder shall not affect in any way the right or power of the Board or the stockholders of the Company to make or authorize (i) any adjustment, recapitalization, reorganization, or other change in the Company's capital structure or its business, (ii) any merger or consolidation of the Company or any Affiliate, (iii) any issuance of bonds, debentures, or preferred or prior preference stock ahead of or affecting the Shares, (iv) the dissolution or liquidation of the Company or any Affiliate, (v) any sale or transfer of all or part of the assets or business of the Company or any Affiliate, or (vi) any other corporate act or proceeding.

(b) Subject to the provisions of Section 10.1:

(i) If the Company at any time subdivides (by any split, recapitalization or otherwise) the outstanding Shares into a greater number of Shares, or combines (by reverse split, combination, or otherwise) its outstanding Shares into a lesser number of Shares, then the respective exercise prices for outstanding Awards that provide for a Participant-elected exercise and the number of Shares covered by outstanding Awards shall be appropriately adjusted by the Committee to prevent dilution or enlargement of the rights granted to, or available for, Participants under this Plan; *provided*, that the Committee in its sole discretion shall determine whether an adjustment is appropriate.

(ii) Excepting transactions covered by Section 4.3(b)(i), if the Company effects any merger, consolidation, statutory exchange, spin-off, extraordinary dividend, reorganization, sale or transfer of all or substantially all the Company's assets or business, or other corporate transaction or event in such a manner that the Company's outstanding Shares are converted into the right to receive (or the holders of Common Stock are entitled to receive in exchange therefor), either immediately or upon liquidation of the Company, securities or other property of the Company or other entity, then, subject to the provisions of Section 10.1, (A) the aggregate number or kind of securities that thereafter may be issued under this Plan, (B) the number or kind of securities or other property (including cash) to be issued pursuant to Awards granted under this Plan (including as a result of the assumption of this Plan and the obligations hereunder by a successor entity, as applicable), or (C) the exercise or purchase price thereof, shall be appropriately adjusted by the Committee to prevent dilution or enlargement of the rights granted to, or available for, Participants under this Plan.

(iii) If there shall occur any change in the capital structure of the Company other than those covered by Section 4.3(b)(i) or 4.3(b)(ii), any conversion, any adjustment, or any issuance of any class of securities convertible or exercisable into, or exercisable for, any class of equity securities of the Company, then the Committee shall adjust any Award and make such other adjustments to this Plan to prevent dilution or enlargement of the rights granted to, or available for, Participants under this Plan.

(iv) In the event of any pending stock dividend, stock split, combination or exchange of shares, merger, consolidation or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other extraordinary transaction or change affecting the Shares or the Share price, including any securities offering or other similar transaction, for administrative convenience, the Committee may refuse to permit the exercise of any Award for up to sixty (60) days before or after such transaction.

(v) The Committee may adjust the Performance Goals applicable to any Awards to reflect any unusual or non-recurring events and other extraordinary items, impact of charges for restructurings, discontinued operations, and the cumulative effects of accounting or tax changes, each as defined by generally accepted accounting principles or as identified in the Company's financial statements, notes to the financial statements, management's discussion and analysis, or other Company public filing.

(vi) Any such adjustment determined by the Committee pursuant to this Section 4.3(b) shall be final, binding, and conclusive on the Company and all Participants and their respective heirs, executors, administrators, successors, and permitted assigns. Any adjustment to, or assumption or substitution of, an Award under this Section 4.3(b) shall be intended to comply with the requirements of Section 409A of the Code and Treasury Regulation §1.424-1 (and any amendments thereto), to the extent applicable. Except as expressly provided in this Section 4.3 or in the applicable Award Agreement, a Participant shall have no additional rights under this Plan by reason of any transaction or event described in this Section 4.3.

4.4 **Annual Limit on Non-Employee Director Compensation**. In each calendar year during any part of which this Plan is in effect, a Non-Employee Director may not receive Awards for such individual's service on the Board that, taken together with any cash fees paid to such Non-Employee Director during such calendar year for such individual's service on the Board, have a value in excess of $600,000 (calculating the value of any such Awards based on the grant date fair value of such Awards for financial reporting purposes); *provided*, that (a) the Committee may make exceptions to this limit, except that the Non-Employee Director receiving such additional compensation may not participate in the decision to award such compensation or in other contemporaneous decisions involving compensation for Non-Employee Directors and (b) for any calendar year in which a Non-Employee Director (i) first commences service on the Board, (ii) serves on a special committee of the Board, or (iii) serves as lead director or non-executive chair of the Board, such limit shall be increased to $1,200,000; *provided, further*, that the limit set forth in this Section 4.4 shall be applied without regard to Awards or other compensation, if any, provided to a Non-Employee Director during any period in which such individual was an employee of the Company or any Affiliate or was otherwise providing services to the Company or to any Affiliate other than in the capacity as a Non-Employee Director.

ARTICLE V
ELIGIBILITY

5.1 **General Eligibility**. All current and prospective Eligible Individuals are eligible to be granted Awards. Eligibility for the grant of Awards and actual participation in this Plan shall be determined by the Committee in its sole discretion. No Eligible Individual will automatically be granted any Award under this Plan.

5.2 **Incentive Stock Options**. Notwithstanding the foregoing, only Eligible Employees who are employees of the Company, its Parents or its Subsidiaries are eligible to be granted Incentive Stock Options under this Plan. Eligibility for the grant of an Incentive Stock Option and actual participation in this Plan shall be determined by the Committee in its sole discretion.

5.3 **General Requirement**. The vesting and exercise of Awards granted to a prospective Eligible Individual are conditioned upon such individual actually becoming an Eligible Employee, Consultant, or Non-Employee Director, as applicable.

ARTICLE VI
STOCK OPTIONS; STOCK APPRECIATION RIGHTS

6.1 **General**. Stock Options or Stock Appreciation Rights may be granted alone or in addition to other Awards granted under this Plan Each Stock Option granted under this Plan shall be of one of two types: (a) an Incentive Stock Option or (b) a Non-Qualified Stock Option. Stock Options and Stock Appreciation Rights granted under this Plan shall be evidenced by an Award Agreement and subject to the terms, conditions and limitations in this Plan, including any limitations applicable to Incentive Stock Options.

6.2 **Grants**. The Committee shall have the authority to grant to any Eligible Individual one or more Incentive Stock Options, Non-Qualified Stock Options, and/or Stock Appreciation Rights; *provided*, *however*, that Incentive Stock Options may only be granted to an Eligible Employee who is an employee of the Company, its Parents or its Subsidiaries. To the extent that any Stock Option does not qualify as an Incentive Stock Option (whether because of its provisions or the time or manner of its exercise or otherwise), such Stock Option or the portion thereof which does not so qualify shall constitute a separate Non-Qualified Stock Option.

6.3 **Exercise Price**. The exercise price per Share subject to a Stock Option or Stock Appreciation Right shall be determined by the Committee at the time of grant; *provided* that the per share exercise price of a Stock Option or Stock Appreciation Right shall not be less than one hundred percent (100%) (or, in the case of an Incentive Stock Option granted to a Ten Percent Stockholder, one hundred and ten percent (110%)) of the Fair Market Value at the time of grant. Notwithstanding the foregoing, in the case of a Stock Option or Stock Appreciation Right that is a Substitute Award, the exercise price per Share for such Stock Option or Stock Appreciation Right may be less than the Fair Market Value on the date of grant; *provided*, that, such exercise price is determined in a manner consistent with the provisions of Section 409A of the Code and, if applicable, Section 424(a) of the Code.

6.4 **Term**. The term of each Stock Option or Stock Appreciation Right shall be fixed by the Committee, *provided* that no Stock Option or Stock Appreciation Right shall be exercisable more than ten (10) years (or, in the case of an Incentive Stock Option granted to a Ten Percent Stockholder, five (5) years) after the date on which the Stock Option or Stock Appreciation Right, as applicable, is granted.

6.5 **Exercisability**. Unless otherwise provided by the Committee in accordance with the provisions of this Section 6.5, Stock Options and Stock Appreciation Rights granted under this Plan shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Committee at the time of grant. The Committee may, but shall not be required to, provide for an acceleration of vesting and exercisability upon the occurrence of a specified event. Unless otherwise determined by the Committee, if the exercise of a Non-Qualified Stock Option or Stock Appreciation Right within the permitted time periods is prohibited because such exercise would violate the registration requirements under the Securities Act or any other Applicable Law or the rules of any securities exchange or interdealer quotation system, the Company's insider trading policy (including any blackout periods) or a "lock-up" agreement entered into in connection with the issuance of securities by the Company, then the expiration of such Non-Qualified Stock Option or Stock Appreciation Right shall be extended until the date that is thirty (30) days after the end of the period during which the exercise of the Non-Qualified Stock Option or Stock Appreciation Right would be in violation of such registration requirement or other Applicable Law or rules, blackout period or lock-up agreement, as determined by the Committee; *provided, however*, that in no event shall any such extension result in any Non-Qualified Stock Option or Stock Appreciation Right remaining exercisable after the ten (10)-year term of the applicable Non-Qualified Stock Option or Stock Appreciation Right.

6.6 **Method of Exercise**. Subject to any applicable waiting period or exercisability provisions under Section 6.5, to the extent vested, Stock Options and Stock Appreciation Rights may be exercised in whole or in part at any time during the term of the applicable Stock Option or Stock Appreciation Right, by giving written notice of exercise (which may be electronic) to the Company specifying the number of Stock Options or Stock Appreciation Rights, as applicable, being exercised. Such notice shall be accompanied by payment in full of the exercise price (which shall equal the product of such number of Shares to be purchased multiplied by the applicable exercise price). The exercise price for the Stock Options may be paid upon such terms and conditions as shall be established by the Committee and set forth in the applicable Award Agreement. Without limiting the foregoing, the Committee may establish payment terms for the exercise of Stock Options pursuant to which the Company may withhold a number of Shares that otherwise would be issued to the Participant in connection with the exercise of the Stock Option having a Fair Market Value on the date of exercise equal to the exercise price, or that permit the Participant to deliver cash or Shares with a Fair Market Value equal to the exercise price on the date of payment, or through a simultaneous sale through a broker of Shares acquired on exercise, all as permitted by Applicable Law. No Shares shall be issued until payment therefor, as provided herein, has been made or provided for. Upon the exercise of a Stock Appreciation Right a Participant shall be entitled to receive, for each right exercised, up to, but no more than, an amount in cash and/or Shares (as chosen by the Committee in its sole discretion) equal in value to the excess of the Fair Market Value of one (1) Share on the date that the right is exercised over the Fair Market Value of one (1) Share on the date that the right was awarded to the Participant.

6.7 **Non-Transferability**. No Stock Option or Stock Appreciation Right shall be transferable by the Participant other than by will or by the laws of descent and distribution, and all Stock Options and Stock Appreciation Rights shall be exercisable, during the Participant's lifetime, only by the Participant. Notwithstanding the foregoing, the Committee may determine, in its sole discretion, at the time of grant or thereafter that a Non-Qualified Stock Option that is otherwise not transferable pursuant to this Section 6.7 is transferable to a Family Member of the Participant in whole or in part and in such circumstances, and under such conditions, as specified by the Committee. A Non-Qualified Stock Option that is transferred to a Family Member pursuant to the preceding sentence (a) may not be subsequently transferred other than by will or by the laws of descent and distribution and (b) remains subject to the terms of this Plan and the applicable Award Agreement. Any Shares acquired upon the exercise of a Non-Qualified Stock Option by a permissible transferee of a Non-Qualified Stock Option or a permissible transferee pursuant to a transfer after the exercise of the Non-Qualified Stock Option shall be subject to the terms of this Plan and the applicable Award Agreement.

6.8 **Termination**. Unless otherwise determined by the Committee at grant or, if no rights of the Participant are reduced, thereafter, subject to the provisions of the applicable Award Agreement and this Plan, upon a Participant's Termination of Service for any reason, Stock Options and Stock Appreciation Rights may remain exercisable following a Participant's Termination of Service as follows:

(a) Termination by Death or Disability. Unless otherwise provided in the applicable Award Agreement, or otherwise determined by the Committee at the time of grant or, if no rights of the Participant are reduced, thereafter, if a Participant's Termination of Service is by reason of death or Disability, all Stock Options and Stock Appreciation Rights that are held by such Participant that are vested and exercisable at the time of the Participant's Termination of Service may be exercised by the Participant (or in the case of the Participant's death, by the legal representative of the Participant's estate) at any time within a period of one (1) year from the date of such Termination of Service, but in no event beyond the expiration of the stated term of such Stock Options and Stock Appreciation Rights; *provided, however*, that, in the event of a Participant's Termination of Service by reason of Disability, if the Participant dies within such exercise period, all unexercised Stock Options and Stock Appreciation Rights held by such Participant shall thereafter be exercisable, to the extent to which they were exercisable at the time of death, for a period of one (1) year from the date of such death, but in no event beyond the expiration of the stated term of such Stock Options and/or Stock Appreciation Rights.

(b) Involuntary Termination Without Cause. Unless otherwise provided in the applicable Award Agreement or otherwise determined by the Committee at the time of grant or, if no rights of the Participant are reduced, thereafter, if a Participant's Termination of Service is by involuntary termination by the Company without Cause, all Stock Options and Stock Appreciation Rights that are held by such Participant that are vested and exercisable at the time of the Participant's Termination of Service may be exercised by the Participant at any time within a period of ninety (90) days from the date of such Termination of Service, but in no event beyond the expiration of the stated term of such Stock Options or Stock Appreciation Rights.

(c) Voluntary Resignation. Unless otherwise provided in the applicable Award Agreement or otherwise determined by the Committee at the time of grant or, if no rights of the Participant are reduced, thereafter, if a Participant's Termination of Service is voluntary (other than a voluntary termination described in Section 6.8(d) hereof), all Stock Options and Stock Appreciation Rights that are held by such Participant that are vested and exercisable at the time of the Participant's Termination of Service may be exercised by the Participant at any time within a period of thirty (30) days from the date of such Termination of Service, but in no event beyond the expiration of the stated term of such Stock Options or Stock Appreciation Rights.

(d) Termination for Cause. Unless otherwise provided in the applicable Award Agreement or determined by the Committee at the time of grant, or if no rights of the Participant are reduced, thereafter, if a Participant's Termination of Service (i) is for Cause or (ii) is a voluntary Termination of Service (as provided in Section 6.8(c)) after the occurrence of an event that would be grounds for a Termination of Service for Cause, all Stock Options and Stock Appreciation Rights, whether vested or not vested, that are held by such Participant shall thereupon immediately terminate and expire as of the date of such Termination of Service.

(e) Unvested Stock Options and Stock Appreciation Rights. Unless otherwise provided in the applicable Award Agreement or determined by the Committee at the time of grant or, if no rights of the Participant are reduced, thereafter, Stock Options and Stock Appreciation Rights that are not vested as of the date of a Participant's Termination of Service for any reason shall terminate and expire as of the date of such Termination of Service.

(f) Incentive Stock Option Limitations. To the extent that the aggregate Fair Market Value (determined as of the time of grant) of the Shares with respect to which Incentive Stock Options are exercisable for the first time by an Eligible Employee during any calendar year under this Plan and/or any other stock option plan of the Company, any Parent or any Subsidiary exceeds $100,000, such Options shall be treated as Non-Qualified Stock Options. In addition, if an Eligible Employee does not remain employed by the Company, any Parent or any Subsidiary at all times from the time an Incentive Stock Option is granted until three (3) months prior to the date of exercise thereof (or such other period as required by Applicable Law), such Stock Option shall be treated as a Non-Qualified Stock Option. Should any provision of this Plan not be necessary in order for the Stock Options to qualify as Incentive Stock Options, or should any additional provisions be required, the Committee may amend this Plan accordingly, without the necessity of obtaining the approval of the stockholders of the Company.

(g) Modification, Extension and Renewal of Stock Options. The Committee may (i) modify, extend, or renew outstanding Stock Options granted under this Plan (*provided* that the rights of a Participant are not reduced without such Participant's consent and *provided*, *further* that such action does not subject the Stock Options to Section 409A of the Code without the consent of the Participant), and (ii) accept the surrender of outstanding Stock Options (to the extent not theretofore exercised) and authorize the granting of new Stock Options in substitution therefor (to the extent not theretofore exercised).

6.9 Automatic Exercise. The Committee may include a provision in an Award Agreement providing for the automatic exercise of a Non-Qualified Stock Option or Stock Appreciation Right on a cashless basis on the last day of the term of such Option or Stock Appreciation Right if the Participant has failed to exercise the Non-Qualified Stock Option or Stock Appreciation Right as of such date, with respect to which the Fair Market Value of the Shares underlying the Non-Qualified Stock Option or Stock Appreciation Right exceeds the exercise price of such Non-Qualified Stock Option or Stock Appreciation Right on the date of expiration of such Option or Stock Appreciation Right, subject to Section 13.4.

6.10 Dividends. No dividends or Dividend Equivalent Rights shall be granted with respect to Stock Options or Stock Appreciation Rights.

6.11 Other Terms and Conditions. As the Committee shall deem appropriate, Stock Options and Stock Appreciation Rights may be subject to additional terms and conditions or other provisions, which shall not be inconsistent with any of the terms of this Plan.

ARTICLE VII
RESTRICTED STOCK; RESTRICTED STOCK UNITS

7.1 **Awards of Restricted Stock and Restricted Stock Units**. Shares of Restricted Stock and Restricted Stock Units may be granted alone or in addition to other Awards granted under this Plan. The Committee shall determine the Eligible Individuals to whom, and the time or times at which, grants of Restricted Stock and/or Restricted Stock Units shall be made, the number of shares of Restricted Stock or Restricted Stock Units to be awarded, the price (if any) to be paid by the Participant (subject to Section 7.2), the time or times within which such Awards may be subject to forfeiture, the vesting schedule and rights to acceleration thereof, and all other terms and conditions of the Awards. The Committee shall determine and set forth in the Award Agreement the terms and conditions for each Award of Restricted Stock and Restricted Stock Units, subject to the conditions and limitations contained in this Plan, including any vesting or forfeiture conditions.

The Committee may condition the grant or vesting of Restricted Stock and Restricted Stock Units upon the attainment of specified Performance Goals or such other factor as the Committee may determine in its sole discretion.

7.2 **Awards and Certificates**. Restricted Stock and Restricted Stock Units granted under this Plan shall be evidenced by an Award Agreement and subject to the following terms and conditions and shall be in such form and contain such additional terms and conditions not inconsistent with the terms of this Plan, as the Committee shall deem desirable:

(a) Restricted Stock.

(i) Purchase Price. The purchase price of Restricted Stock shall be fixed by the Committee. The purchase price for shares of Restricted Stock may be zero to the extent permitted by Applicable Law, and, to the extent not so permitted, such purchase price may not be less than par value.

(ii) Legend. Each Participant receiving Restricted Stock shall be issued a stock certificate in respect of such shares of Restricted Stock, unless the Committee elects to use another system, such as book entries by the Company's transfer agent, as evidencing ownership of shares of Restricted Stock. Such certificate shall be registered in the name of such Participant, and shall, in addition to such legends required by Applicable Law, bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Stock.

(iii) Custody. If stock certificates are issued in respect of shares of Restricted Stock, the Committee may require that any stock certificates evidencing such shares be held in custody by the Company until the restrictions thereon shall have lapsed, and that, as a condition of any grant of Restricted Stock, the Participant shall have delivered a duly signed stock power or other instruments of assignment (including a power of attorney), each endorsed in blank with a guarantee of signature if deemed necessary or appropriate by the Company, which would permit transfer to the Company of all or a portion of the shares subject to the Award of Restricted Stock in the event that such Award is forfeited in whole or part.

(iv) Rights as a Stockholder. Except as provided in Section 7.3(a) and this Section 7.2(a) or as otherwise determined by the Committee in an Award Agreement, the Participant shall have, with respect to the shares of Restricted Stock, all of the rights of a holder of Shares, including, without limitation, the right to receive dividends, the right to vote such shares, and, subject to and conditioned upon the full vesting of shares of Restricted Stock, the right to tender such shares; *provided* that the Award Agreement shall specify on what terms and conditions the applicable Participant shall be entitled to dividends payable on the Shares.

(v) Lapse of Restrictions. If and when the Restriction Period expires without a prior forfeiture of the Restricted Stock, the certificates for such Shares shall be delivered to the Participant. All legends shall be removed from said certificates at the time of delivery to the Participant, except as otherwise required by Applicable Law or other limitations imposed by the Committee.

(b) Restricted Stock Units.

(i) Settlement. The Committee may provide that settlement of Restricted Stock Units will occur upon or as soon as reasonably practical after the Restricted Stock Units vest or will instead be deferred, on a mandatory basis or at the Participant's election, in a manner intended to comply with Section 409A of the Code.

(ii) Rights as a Stockholder. A Participant will have no rights of a stockholder with respect to Shares subject to any Restricted Stock Unit unless and until Shares are delivered in settlement of the Restricted Stock Units.

(iii) Dividend Equivalent Rights. If the Committee so provides, a grant of Restricted Stock Units may provide a Participant with the right to receive Dividend Equivalent Rights. Dividend Equivalent Rights may be paid currently or credited to an account for the Participant, settled in cash or Shares, and subject to other terms and conditions as set forth in the Award Agreement.

7.3 Restrictions and Conditions.

(a) Restriction Period.

(i) The Participant shall not be permitted to transfer shares of Restricted Stock awarded under this Plan or vest in Restricted Stock Units during the period or periods set by the Committee (the "Restriction Period") commencing on the date of such Award, as set forth in the applicable Award Agreement and such agreement shall set forth a vesting schedule and any event that would accelerate vesting of the Restricted Stock and/or Restricted Stock Units. Within these limits, based on service, attainment of Performance Goals pursuant to Section 7.3(a)(i), and/or such other factors or criteria as the Committee may determine in its sole discretion, the Committee may condition the grant or provide for the lapse of such restrictions in installments in whole or in part, or may accelerate the vesting of all or any part of any Award of Restricted Stock or Restricted Stock Units and/or waive the deferral limitations for all or any part of any Award of Restricted Stock or Restricted Stock Units.

(ii) If the grant of shares of Restricted Stock or Restricted Stock Units or the lapse of restrictions or vesting schedule is based on the attainment of Performance Goals, the Committee shall establish the objective Performance Goals and the applicable vesting percentage applicable to each Participant or class of Participants in the applicable Award Agreement prior to the beginning of the applicable fiscal year or at such later date as otherwise determined by the Committee and while the outcome of the Performance Goals are substantially uncertain. Such Performance Goals may incorporate provisions for disregarding (or adjusting for) changes in accounting methods, corporate transactions (including, without limitation, dispositions and acquisitions), and other similar types of events or circumstances.

(b) Termination. Unless otherwise provided in the applicable Award Agreement or determined by the Committee at grant or, if no rights of the Participant are reduced, thereafter, upon a Participant's Termination of Service for any reason during the relevant Restriction Period, all Restricted Stock or Restricted Stock Units still subject to restriction will be forfeited in accordance with the terms and conditions established by the Committee at grant or thereafter.

ARTICLE VIII
PERFORMANCE AWARDS

The Committee may grant a Performance Award to a Participant payable upon the attainment of specific Performance Goals either alone or in addition to other Awards granted under this Plan. The Performance Goals to be achieved during the Performance Period and the length of the Performance Period shall be determined by the Committee upon the grant of each Performance Award. The conditions for grant or vesting and the other provisions of Performance Awards (including, without limitation, any applicable Performance Goals) need not be the same with respect to each Participant. Performance Awards may be paid in cash, Shares, other property, or any combination thereof, in the sole discretion of the Committee as set forth in the applicable Award Agreement. If the Committee so provides, a grant of a Performance Award may provide a Participant with the right to receive dividends or Dividend Equivalent Rights. Dividend Equivalent Rights may be paid currently or credited to an account for the Participant, settled in cash or Shares and subject to other terms and conditions as set forth in the Award Agreement.

ARTICLE IX
OTHER STOCK-BASED AND CASH AWARDS

9.1 **Other Stock-Based Awards**. The Committee is authorized to grant to Eligible Individuals Other Stock-Based Awards that are payable in, valued in whole or in part by reference to, or otherwise based on or related to Shares, including but not limited to, Shares awarded purely as a bonus and not subject to restrictions or conditions, Shares in payment of the amounts due under an incentive or performance plan sponsored or maintained by the Company, stock equivalent units, and Awards valued by reference to the book value of Shares. Other Stock-Based Awards may be granted either alone or in addition to or in tandem with other Awards granted under this Plan.

Subject to the provisions of this Plan, the Committee shall have authority to determine the Eligible Individuals, to whom, and the time or times at which, such Other Stock-Based Awards shall be made, the number of Shares to be awarded pursuant to such Awards, and all other conditions of the Awards. The Committee may also provide for the grant of Shares under such Awards upon the completion of a specified Performance Period. The Committee may condition the grant or vesting of Other Stock-Based Awards upon the attainment of specified Performance Goals as the Committee may determine, in its sole discretion.

9.2 **Terms and Conditions**. Other Stock-Based Awards made pursuant to this Article IX shall be evidenced by an Award Agreement and subject to the following terms and conditions and shall be in such form and contain such additional terms and conditions not inconsistent with the terms of this Plan, as the Committee shall deem desirable:

(a) Non-Transferability. Subject to the applicable provisions of the Award Agreement and this Plan, Shares subject to Other Stock-Based Awards may not be transferred prior to the date on which the Shares are issued or, if later, the date on which any applicable restriction, performance, or deferral period lapses.

(b) Dividends. Unless otherwise determined by the Committee at the time of the grant of an Other Stock-Based Award, subject to the provisions of the Award Agreement and this Plan, the recipient of an Other Stock-Based Award shall not be entitled to receive, currently or on a deferred basis, dividends or Dividend Equivalent Rights in respect of the number of Shares covered by the Other Stock-Based Award.

(c) Vesting. Any Other Stock-Based Award and any Shares covered by any such Other Stock-Based Award shall vest or be forfeited to the extent so provided in the Award Agreement, as determined by the Committee, in its sole discretion.

(d) Price. Shares under this Article IX may be issued for no cash consideration. Shares purchased pursuant to a purchase right awarded pursuant to an Other Stock-Based Award shall be priced, as determined by the Committee in its sole discretion.

9.3 **Cash Awards**. The Committee may from time to time grant Cash Awards to Eligible Individuals in such amounts, on such terms and conditions, and for such consideration, including no consideration or such minimum consideration as may be required by Applicable Law, as it shall determine in its sole discretion. Cash Awards may be granted subject to the satisfaction of vesting conditions or may be awarded purely as a bonus and not subject to restrictions or conditions, and if subject to vesting conditions, the Committee may accelerate the vesting of such Awards at any time in its sole discretion. The grant of a Cash Award shall not require a segregation of any of the Company's assets for satisfaction of the Company's payment obligation thereunder.

ARTICLE X
CHANGE IN CONTROL PROVISIONS

10.1 **Benefits**. In the event of a Change in Control, and except as otherwise provided by the Committee in an Award Agreement or any applicable employment agreement, offer letter, consulting agreement, change in control agreement, or similar agreement in effect between the Company or an Affiliate and the Participant, a Participant's unvested Awards shall not vest automatically and a Participant's Awards shall be treated in accordance with one or more of the following methods as determined by the Committee:

(a) Awards, whether or not then vested, shall be continued, be assumed, or have new rights substituted therefor, as determined by the Committee in a manner consistent with the requirements of Section 409A of the Code, and restrictions to which shares of Restricted Stock or any other Award granted prior to the Change in Control are subject shall not lapse upon a Change in Control and the Restricted Stock or other Award shall, where appropriate in the sole discretion of the Committee, receive the same distribution as other Shares on such terms as determined by the Committee; *provided* that the Committee may decide to award additional Restricted Stock or other Awards in lieu of any cash distribution. Notwithstanding anything to the contrary herein, for purposes of Incentive Stock Options, any assumed or substituted Stock Option shall comply with the requirements of Treasury Regulation Section 1.424-1 (and any amendment thereto).

(b) The Committee, in its sole discretion, may provide for the purchase of any Awards by the Company for an amount of cash equal to the excess (if any) of the Change in Control Price of the Shares covered by such Awards, over the aggregate exercise price of such Awards; *provided, however*, that if the exercise price of an Option or Stock Appreciation Right exceeds the Change in Control Price, such Award may be cancelled for no consideration.

(c) The Committee may, in its sole discretion, terminate all outstanding and unexercised Stock Options, Stock Appreciation Rights, or any Other Stock-Based Award that provides for a Participant-elected exercise, effective as of the date of the Change in Control, by delivering notice of termination to each Participant at least twenty (20) days prior to the date of consummation of the Change in Control, in which case during the period from the date on which such notice of termination is delivered to the consummation of the Change in Control, each such Participant shall have the right to exercise in full all of such Participant's Awards that are then outstanding (without regard to any limitations on exercisability otherwise contained in the Award Agreements), but any such exercise shall be contingent on the occurrence of the Change in Control, and, *provided* that, if the Change in Control does not take place within a specified period after giving such notice for any reason whatsoever, the notice and exercise pursuant thereto shall be null and void.

(d) Notwithstanding any other provision herein to the contrary, the Committee may, in its sole discretion, provide for accelerated vesting or lapse of restrictions, of an Award at any time.

ARTICLE XI
TERMINATION OR AMENDMENT OF PLAN

Notwithstanding any other provision of this Plan, the Board or the Committee may at any time, and from time to time, amend, in whole or in part, any or all of the provisions of this Plan (including any amendment deemed necessary to ensure that the Company may comply with any Applicable Law), or suspend or terminate it entirely, retroactively or otherwise; *provided, however*, that, unless otherwise required by Applicable Law or specifically provided herein, the rights of a Participant with respect to Awards granted prior to such amendment, suspension, or termination may not be materially impaired without the consent of such Participant and, *provided*, *further*, that without the approval of the holders of the Shares entitled to vote in accordance with Applicable Law, no amendment may be made that would (a) increase the aggregate number of Shares that may be issued under this Plan (except by operation of Section 4.1); or (b) change the classification of individuals eligible to receive Awards under this Plan. In addition, the Board or the Committee shall, without the approval of the holders of the Shares entitled to vote in accordance with Applicable Law, have the authority to (i) amend any outstanding Option or Stock Appreciation Right to reduce its exercise price per Share or (ii) cancel any Option or Stock Appreciation Right in exchange for cash or another Award. Notwithstanding anything herein to the contrary, the Board or the Committee may amend this Plan or any Award Agreement at any time without a Participant's consent to comply with Applicable Law, including Section 409A of the Code. The Committee may amend the terms of any Award theretofore granted, prospectively or retroactively, but, subject to Article IV or as otherwise specifically provided herein, no such amendment or other action by the Committee shall materially impair the rights of any Participant without the Participant's consent.

ARTICLE XII
UNFUNDED STATUS OF PLAN

This Plan is intended to constitute an "unfunded" plan for incentive and deferred compensation. With respect to any payment as to which a Participant has a fixed and vested interest but which is not yet made to a Participant by the Company, nothing contained herein shall give any such Participant any right that is greater than those of a general unsecured creditor of the Company.

ARTICLE XIII
GENERAL PROVISIONS

13.1 **Lock-Up; Legend**. The Committee may require each person receiving Shares pursuant to a Stock Option or other Award under this Plan to represent to and agree with the Company in writing that the Participant is acquiring the Shares without a view to distribution thereof. The Company may, in connection with registering the offering of any Company securities under the Securities Act, prohibit Participants from, directly or indirectly, selling or otherwise transferring any Shares or other Company securities during any period determined by the underwriter or the Company. In addition to any legend required by this Plan, the certificates for such Shares may include any legend that the Committee deems appropriate to reflect any restrictions on transfer. All certificates for Shares delivered under this Plan shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which the Common Stock is then listed or any national securities exchange system upon whose system the Common Stock is then quoted, and any Applicable Law, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions. If the Shares are held in book-entry form, then the book-entry will indicate any restrictions on such Shares.

13.2 **Other Plans**. Nothing contained in this Plan shall prevent the Board from adopting other or additional compensation arrangements, subject to stockholder approval if such approval is required, and such arrangements may be either generally applicable or applicable only in specific cases.

13.3 **No Right to Employment/Directorship/Consultancy**. Neither this Plan nor the grant of any Award hereunder shall give any Participant or other employee, Consultant or Non-Employee Director any right with respect to continuance of employment, consultancy or directorship by the Company or any Affiliate, nor shall there be a limitation in any way on the right of the Company or any Affiliate by which an employee is employed or a Consultant or Non-Employee Director is retained to terminate such employment, consultancy, or directorship at any time.

13.4 **Withholding of Taxes**. A Participant shall be required to pay to the Company or one of its Affiliates, as applicable, or make arrangements satisfactory to the Company regarding the payment of, any income tax, social insurance contribution or other applicable taxes that are required to be withheld in respect of an Award. The Committee may (but is not obligated to), in its sole discretion, permit or require a Participant to satisfy all or any portion of the applicable taxes that are required to be withheld with respect to an Award by (a) the delivery of Shares (which are not subject to any pledge or other security interest) that have been both held by the Participant and vested for at least six (6) months (or such other period as established from time to time by the Committee in order to avoid adverse accounting treatment under applicable accounting standards) having an aggregate Fair Market Value equal to such withholding liability (or portion thereof); (b) having the Company withhold from the Shares otherwise issuable or deliverable to, or that would otherwise be retained by, the Participant upon the grant, exercise, vesting, or settlement of the Award, as applicable, a number of Shares with an aggregate Fair Market Value equal to the amount of such withholding liability; or (c) by any other means specified in the applicable Award Agreement or otherwise determined by the Committee.

13.5 **Fractional Shares**. No fractional Shares shall be issued or delivered pursuant to this Plan. The Committee shall determine whether cash, additional Awards, or other securities or property shall be used or paid in lieu of fractional Shares or whether any fractional shares should be rounded, forfeited, or otherwise eliminated.

13.6 **No Assignment of Benefits**. No Award or other benefit payable under this Plan shall, except as otherwise specifically provided in this Plan or under Applicable Law or permitted by the Committee, be transferable in any manner, and any attempt to transfer any such benefit shall be void, and any such benefit shall not in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of any person who shall be entitled to such benefit, nor shall it be subject to attachment or legal process for or against such person.

13.7 **Clawbacks; Detrimental Conduct**.

(a) Clawbacks. All awards, amounts, or benefits received or outstanding under this Plan will be subject to clawback, cancellation, recoupment, rescission, payback, reduction, or other similar action in accordance with any Company clawback or similar policy or any Applicable Law related to such actions. A Participant's acceptance of an Award will constitute the Participant's acknowledgement of and consent to the Company's application, implementation, and enforcement of any applicable Company clawback or similar policy that may apply to the Participant, whether adopted before or after the Effective Date, and any Applicable Law relating to clawback, cancellation, recoupment, rescission, payback, or reduction of compensation, and the Participant's agreement that the Company may take any actions that may be necessary to effectuate any such policy or Applicable Law, without further consideration or action.

(b) Detrimental Conduct. Except as otherwise determined by the Committee, notwithstanding any other term or condition of this Plan, if a Participant engages in Detrimental Conduct, whether during or after the Participant's service, in addition to any other penalties or restrictions that may apply under this Plan, Applicable Law or otherwise, the Participant must forfeit or pay to the Company the following:

(i) any and all outstanding Awards granted to the Participant, including Awards that have become vested or exercisable;

(ii) any cash or Shares received by the Participant in connection with this Plan within the 36-month period immediately before the date the Company determines the Participant has engaged in Detrimental Conduct; and

(iii) the profit realized by the Participant from the sale, or other disposition for consideration, of any Shares received by the Participant under this Plan within the 36-month period immediately before the date the Company determines the Participant has engaged in Detrimental Conduct.

13.8 Listing and Other Conditions.

(a) Unless otherwise determined by the Committee, as long as the Common Stock is listed on a national securities exchange or system sponsored by a national securities association, the issuance of Shares pursuant to an Award shall be conditioned upon such Shares being listed on such exchange or system. The Company shall have no obligation to issue such Shares unless and until such Shares are so listed, and the right to exercise any Option or other Award with respect to such Shares shall be suspended until such listing has been effected.

(b) If at any time counsel to the Company advises the Company that any sale or delivery of Shares pursuant to an Award is or may in the circumstances be unlawful or result in the imposition of excise taxes on the Company under Applicable Law, the Company shall have no obligation to make such sale or delivery, or to make any application or to effect or to maintain any qualification or registration under the Securities Act or otherwise, with respect to Shares or Awards, and the right to exercise any Option or other Award shall be suspended until, based on the advice of said counsel, such sale or delivery shall be lawful or will not result in the imposition of excise taxes on the Company.

(c) Upon termination of any period of suspension under this Section 13.8, any Award affected by such suspension which shall not then have expired or terminated shall be reinstated as to all Shares available before such suspension and as to Shares which would otherwise have become available during the period of such suspension, but no such suspension shall extend the term of any Award.

(d) A Participant shall be required to supply the Company with certificates, representations, and information that the Company requests and otherwise cooperate with the Company in obtaining any listing, registration, qualification, exemption, consent, or approval that the Company deems necessary or appropriate.

13.9 Governing Law. This Plan and actions taken in connection herewith shall be governed and construed in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws.

13.10 Construction. Wherever any words are used in this Plan in the masculine gender they shall be construed as though they were also used in the feminine gender in all cases where they would so apply, and wherever words are used herein in the singular form they shall be construed as though they were also used in the plural form in all cases where they would so apply.

13.11 **Other Benefits**. No Award granted or paid out under this Plan shall be deemed compensation for purposes of computing benefits under any retirement plan of the Company or its Affiliates or affect any benefit or compensation under any other plan now or subsequently in effect under which the availability or amount of benefits is related to the level of compensation.

13.12 **Costs**. The Company shall bear all expenses associated with administering this Plan, including expenses of issuing Shares pursuant to Awards hereunder.

13.13 **No Right to Same Benefits**. The provisions of Awards need not be the same with respect to each Participant, and such Awards to individual Participants need not be the same in subsequent years.

13.14 **Death/Disability**. The Committee may in its discretion require the transferee of a Participant to supply it with written notice of the Participant's death or Disability and to supply it with a copy of the will (in the case of the Participant's death) or such other evidence as the Committee deems necessary to establish the validity of the transfer of an Award. The Committee may also require the agreement of the transferee to be bound by all of the terms and conditions of this Plan.

13.15 **Section 16(b) of the Exchange Act**. It is the intent of the Company that this Plan satisfy, and be interpreted in a manner that satisfies, the applicable requirements of Rule 16b-3 as promulgated under Section 16 of the Exchange Act so that Participants will be entitled to the benefit of Rule 16b-3, or any other rule promulgated under Section 16 of the Exchange Act, and will not be subject to short-swing liability under Section 16 of the Exchange Act. Accordingly, if the operation of any provision of this Plan would conflict with the intent expressed in this Section 13.15, such provision to the extent possible shall be interpreted and/or deemed amended so as to avoid such conflict.

13.16 **Deferral of Awards**. The Committee may establish one or more programs under this Plan to permit selected Participants the opportunity to elect to defer receipt of consideration upon exercise of an Award, satisfaction of performance criteria, or other event that absent the election would entitle the Participant to payment or receipt of Shares or other consideration under an Award. The Committee may establish the election procedures, the timing of such elections, the mechanisms for payments of, and accrual of interest or other earnings, if any, on amounts, Shares or other consideration so deferred, and such other terms, conditions, rules, and procedures that the Committee deems advisable for the administration of any such deferral program.

13.17 **Section 409A of the Code**. This Plan and Awards are intended to comply with or be exempt from the applicable requirements of Section 409A of the Code and shall be limited, construed, and interpreted in accordance with such intent. To the extent that any Award is subject to Section 409A of the Code, it shall be paid in a manner that will comply with Section 409A of the Code. Notwithstanding anything herein to the contrary, any provision in this Plan that is inconsistent with Section 409A of the Code shall be deemed to be amended to comply with or be exempt from Section 409A of the Code and, to the extent such provision cannot be amended to comply therewith or be exempt therefrom, such provision shall be null and void. The Company shall have no liability to a Participant, or any other party, if an Award that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Committee or the Company and, in the event that any amount or benefit under this Plan becomes subject to penalties under Section 409A of the Code, responsibility for payment of such penalties shall rest solely with the affected Participants and not with the Company. Notwithstanding any contrary provision in this Plan or Award Agreement, any payment(s) of "nonqualified deferred compensation" (within the meaning of Section 409A of the Code) that are otherwise required to be made under this Plan to a "specified employee" (as defined under Section 409A of the Code) as a result of such employee's separation from service (other than a payment that is not subject to Section 409A of the Code) shall be delayed for the first six (6) months following such separation from service (or, if earlier, until the date of death of the specified employee) and shall instead be paid (in a manner set forth in the Award Agreement) upon expiration of such delay period.

13.18 **Data Privacy**. As a condition of receipt of any Award, each Participant explicitly and unambiguously consents to the collection, use, and transfer, in electronic or other form, of personal data as described in this Section 13.18 by and among, as applicable, the Company and its Affiliates, for the exclusive purpose of implementing, administering, and managing this Plan and Awards and the Participant's participation in this Plan. In furtherance of such implementation, administration, and management, the Company and its Affiliates may hold certain personal information about a Participant, including, but not limited to, the Participant's name, home address, telephone number, date of birth, social security or insurance number or other identification number, salary, nationality, job title(s), information regarding any securities of the Company or any of its Affiliates, and details of all Awards (the "**Data**"). In addition to transferring the Data amongst themselves as necessary for the purpose of implementation, administration, and management of this Plan and Awards and the Participant's participation in this Plan, the Company and its Affiliates may each transfer the Data to any third parties assisting the Company in the implementation, administration, and management of this Plan and Awards and the Participant's participation in this Plan. Recipients of the Data may be located in the Participant's country or elsewhere, and the Participant's country and any given recipient's country may have different data privacy laws and protections. By accepting an Award, each Participant authorizes such recipients to receive, possess, use, retain, and transfer the Data, in electronic or other form, for the purposes of assisting the Company in the implementation, administration, and management of this Plan and Awards and the Participant's participation in this Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Company or the Participant may elect to deposit any shares of Common Stock. The Data related to a Participant will be held only as long as is necessary to implement, administer, and manage this Plan and Awards and the Participant's participation in this Plan. A Participant may, at any time, view the Data held by the Company with respect to such Participant, request additional information about the storage and processing of the Data with respect to such Participant, recommend any necessary corrections to the Data with respect to the Participant, or refuse or withdraw the consents herein in writing, in any case without cost, by contacting his or her local human resources representative. The Company may cancel the Participant's eligibility to participate in this Plan, and in the Committee's discretion, the Participant may forfeit any outstanding Awards if the Participant refuses or withdraws the consents described herein. For more information on the consequences of refusal to consent or withdrawal of consent, Participants may contact their local human resources representative.

13.19 **Successor and Assigns**. This Plan shall be binding on all successors and permitted assigns of a Participant, including, without limitation, the estate of such Participant and the executor, administrator, or trustee of such estate.

13.20 **Severability of Provisions**. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed and enforced as if such provisions had not been included.

13.21 **Headings and Captions**. The headings and captions herein are provided for reference and convenience only, shall not be considered part of this Plan, and shall not be employed in the construction of this Plan.

ARTICLE XIV
EFFECTIVE DATE OF PLAN

This Plan shall become effective on May 6, 2026, which is the date of its adoption by the Board, subject to the approval of this Plan by the stockholders of the Company in accordance with the requirements of the laws of the State of Delaware.

ARTICLE XV
TERM OF PLAN

No Award shall be granted pursuant to this Plan on or after the tenth (10th) anniversary of the earlier of the date that this Plan is adopted by the Board or the date of stockholder approval, but Awards granted prior to such tenth (10th) anniversary may extend beyond that date.

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