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): October 19, 2021

Mirion Technologies, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Delaware	001-39352	83-0974996
(State or Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

1218 Menlo Drive
Atlanta, Georgia 30318
(Address of Principal Executive Offices)

(770) 432-2744
(Registrant's telephone number, including area code)

GS Acquisition Holdings Corp II
200 West Street
New York, New York 10282
(Former name or former address, if changed since last report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, $0.0001 par value per share	**MIR**	**New York Stock Exchange**
Redeemable warrants to purchase Class A common stock	**MIRW**	**New York Stock Exchange**

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. ☐

Introductory Note

Due to the large number of events reported under the specified items of Form 8-K, this Current Report on Form 8-K is being filed in two parts. An amendment to this Form 8-K is being submitted for filing on the same date to include additional matters under Items 3.03, 5.03, 5.05, 5.06 and 9.01 of Form 8-K.

On October 20, 2021 (the "Closing Date"), Mirion Technologies, Inc. (formerly known as GS Acquisition Holdings Corp II), consummated its previously announced business combination (the "Business Combination") pursuant to that certain Business Combination Agreement, dated as of June 17, 2021 (as amended, the "Business Combination Agreement"), by and among the Company, Mirion Technologies (TopCo), Ltd, a Jersey private company limited by shares ("Mirion TopCo"), CCP IX LP No. 1, CCP IX LP No. 2, CCP IX Co-Investment LP and CCP IX Co-Investment No. 2 LP (collectively, the "Charterhouse Parties") and the other holders of A Ordinary Shares and B Ordinary Shares of Mirion TopCo from time to time becoming a party thereto by executing a Joinder Agreement (each, a "Joining Seller" and collectively, the "Joining Sellers" and, together with each Supporting Mirion Holder, each, a "Seller" and, collectively, the "Sellers," and the transactions contemplated by the Business Combination Agreement, the "Transactions").

Unless the context otherwise requires, "we," "us," "our" and the "Company" refer to Mirion Technologies, Inc., a Delaware corporation, and its consolidated subsidiaries at and after the Closing Date and giving effect to the Closing and the terms "GSAH" and "Mirion TopCo" refer to GS Acquisition Holdings Corp II and Mirion Technologies (TopCo) Ltd, respectively, prior to the Closing Date and without giving effect to the Closing. All references herein to the "Board" refer to the board of directors of the Company.

The Company's stockholders, at a special meeting of the Company on October 19, 2021, approved and adopted the Business Combination Agreement and seven of the eight related proposals presented in the Company's definitive proxy statement/prospectus filed with the U.S. Securities and Exchange Commission (the "SEC") on September 29, 2021 (the "Proxy Statement"). In connection with the Business Combination, stockholders of GSAH elected to redeem 14,628,610 shares of Class A common stock, par value $0.0001 per share, of the Company (the "Class A common stock"), representing approximately 19.5% of the Company's issued and outstanding Class A common stock before giving effect to the Business Combination. Neither of the Backstop Agreement nor the Option Agreement were exercised.

As contemplated by the Business Combination Agreement and as described in the Proxy Statement in the section entitled "Proposal No. 1—Approval of the Business Combination" beginning on page 165, the Company became the corporate parent of Mirion TopCo. In order to implement a structure similar to that of an "Up-C," the Company established a Delaware corporation, Mirion IntermediateCo, Inc. ("IntermediateCo"), as a subsidiary of the Company. A newly-formed subsidiary of IntermediateCo merged with and into Mirion TopCo with Mirion TopCo surviving as a wholly-owned subsidiary of IntermediateCo. The Company holds 100% of the voting shares of IntermediateCo Class A common stock, par value $0.0001 per share, and greater than 80% of the shares of IntermediateCo Class B common stock, par value $0.0001 per share (the "IntermediateCo Class B common stock"). The remainder of the shares of IntermediateCo Class B common stock were issued to certain Sellers as described below. The material terms of the Company's corporate structure are described in the section of the Proxy Statement entitled "Summary of the Proxy Statement/Prospectus—Business Combination Proposal—Structure of the Transactions" beginning on page 33 of the Proxy Statement, which is incorporated herein by reference.

The aggregate business combination consideration (the "Business Combination Consideration") paid by the Company to the Sellers in connection with the consummation of the Business Combination was $1.3 billion in cash, 30,401,902 newly issued shares of Class A common stock and 8,560,540 newly issued shares of the Company's Class B common stock, par value $0.0001 per share (the "Class B common stock" and, together with the Class A common stock, the "Common Stock"). The Sellers receiving shares of Class B common stock also received one share of IntermediateCo Class B common stock per share of Class B common stock as a paired interest (the "paired interests"). Each of the shares of Class A common stock and each paired interest were valued at $10.00 per share for purposes of determining the aggregate number of shares issued to the Sellers.

The holders of the Class B common stock before the Closing (the "founder shares") agreed to waive the anti-dilution adjustments provided for in the Company's Amended and Restated Certificate of Incorporation, which were applicable to the Class B common stock. As a result of such waiver, the 18,750,000 founder shares automatically converted into shares of Class A common stock on a one-for-one basis upon the consummation of the Business Combination. The founder shares also became subject to vesting in three equal tranches, based on the volume-weighted average price of the Class A common stock being greater than or equal to $12.00, $14.00 and $16.00 (each, a "Founder Share Vesting Event") per share for any 20 trading days in any 30 consecutive trading day period. Vesting of the founder shares will be accelerated upon certain sale events based on the per share price of the Class A common stock in such sale event. Holders of the founder shares are entitled to vote such founder shares and receive dividends and other distributions with respect to such founder shares prior to vesting, but such dividends and other distributions with respect to unvested founder shares will be set aside by the Company and shall only be paid to the holders of the founder shares upon the vesting of such founder shares. The founder shares will be forfeited to the Company for no consideration if they fail to vest in accordance with their vesting terms within five years of the Closing Date.

Concurrently with the execution of the Business Combination Agreement, GSAH entered into subscription agreements (the "Subscription Agreements") with certain investors (collectively, the "PIPE Investors"), pursuant to, and on the terms and subject to the conditions of which, the PIPE Investors collectively subscribed for 90,000,000 shares of Class A common stock for an aggregate purchase price equal to $900,000,000 (the "PIPE Investment" and, such shares, the "PIPE Shares"). The PIPE Investment was consummated substantially concurrently with the Closing.

As described in the Proxy Statement under "Certain Relationships and Related Persons Transactions" beginning on page 336, a subsidiary of Mirion TopCo, Mirion Technologies (HoldingSub1), Ltd. ("UKTopCo"), previously issued certain payment-in-kind loan notes to certain Mirion TopCo shareholders and members of Mirion management (collectively, the "PIK Notes"). Substantially concurrent with the Closing, a portion of the Business Combination Consideration was used to extinguish the PIK Notes in full.

The above description of the Business Combination Agreement and the Business Combination does not purport to be complete and is qualified in its entirety by the full text of the Business Combination Agreement, which is included as Exhibits 2.1 and 2.2 to this Current Report on Form 8-K (this "Current Report") and is incorporated herein by reference.

Capitalized terms used herein and not otherwise defined, or for which definitions are not otherwise incorporated herein by reference, shall have the meaning given to such terms in the Proxy Statement in the section entitled "Selected Definitions" beginning on page 1 thereof, and such definitions are incorporated herein by reference; provided that "units" are to the units of the Company, each unit representing one share of Class A common stock and one-fourth of one redeemable warrant to acquire one share of Class A common stock, that were initially offered and sold by GSAH in its IPO (less the number of units that have been separated into the underlying public shares and underlying warrants upon the request of the holders thereof).

Item 1.01 Entry into a Material Definitive Agreement.

Credit Agreement

On the Closing Date, certain subsidiaries of the Company entered into a credit agreement (the "Credit Agreement") among Mirion Technologies (HoldingSub2), Ltd., a limited liability company incorporated in England and Wales, Mirion Technologies (US Holdings), Inc., as the Parent Borrower, Mirion Technologies (US), Inc., as the Subsidiary Borrower, the lending institutions party thereto, Citibank, N.A., as the Administrative Agent, and Goldman Sachs Lending Partners, Citigroup Global Markets Inc., Jefferies Finance LLC and JPMorgan Chase Bank, N.A., as the Joint Lead Arrangers and Bookrunners.

The Credit Agreement refinanced and replaced the prior credit agreement entered into as of March 8, 2019 (as amended by that certain Joinder Agreement and Amendment No. 1 dated as of July 8, 2019, that certain Joinder Agreement and Amendment No. 2, dated as of December 16, 2019, and that certain Joinder Agreement and Amendment No. 3, dated as of December 18, 2020), among Mirion Technologies (US), Inc., as U.S. Borrower (as defined therein), Mirion Technologies (Luxembourg) S.A R.L, as Lux Borrower (as defined therein), the lending institutions party thereto as lenders and Morgan Stanley Senior Funding, Inc., as administrative agent and collateral agent.

The Credit Agreement provides for an $830 million senior secured first lien term loan facility and a $90 million senior secured revolving facility (collectively, the "Facilities"). The Facilities will be used to effect the Transactions (as defined in the Credit Agreement) and to pay certain transaction expenses, refinance the prior credit facility referred to above, replace, backstop or cash collateralize existing letters of credit and similar instruments, for purchase price adjustments and/or working capital adjustments (if any) in connection with the Transactions and for working capital and other general corporate purposes. The term loan facility is scheduled to mature on the seventh anniversary of the Closing Date and the revolving facility is scheduled to expire and mature on the fifth anniversary of the Closing Date. The Facilities are secured by substantially all of the assets (subject to customary exceptions) of the borrowers and the guarantors thereunder. Interest with respect to the Facilities is based on, at the option of the borrowers, (i) a customary base rate formula for borrowings in U.S. dollars or (ii) a floating rate formula based on LIBOR (with customary fallback provisions) for borrowings in U.S. dollars, a floating rate formula based on EURIBOR for borrowings in Euro or a floating rate formula based on SONIA for borrowings in Pounds Sterling, each as described in the Credit Agreement with respect to the applicable type of borrowing.

The Credit Agreement contains customary representations and warranties as well as customary affirmative and negative covenants and events of default. Negative covenants include, among others and in each case subject to certain exceptions, limitations on incurrence of liens, limitations on incurrence of indebtedness, limitations on making dividends and other distributions, limitations on engaging in asset sales, limitations on making investments, limitations on engaging in transactions with affiliates, and a requirement that the consolidated "First Lien Net Leverage Ratio" (as defined in the Credit Agreement) as of the end of any fiscal quarter is not greater than 7.00 to 1.00 if on the last day of such fiscal quarter certain borrowings outstanding under the revolving credit facility exceed 40% of the total revolving credit commitments at such time. If any of the events of default occur and are not cured or waived, any unpaid amounts under the Credit Agreement may be declared immediately due and payable, the revolving credit commitments may be terminated and remedies against the collateral may be exercised.

The description above is a summary and is qualified in its entirety by the Credit Agreement, which is filed as Exhibit 10.1 to this Report and is incorporated herein by reference.

Amended and Restated Registration Rights Agreement

On the Closing Date, the Company entered into the Amended and Restated Registration Rights Agreement (the "Amended and Restated Registration Rights Agreement") with GS Sponsor II LLC (the "Sponsor"), GS Acquisition Holdings II Employee Participation LLC ("GS Employee Participation"), GS Acquisition Holdings II Employee Participation 2 LLC ("GS Employee Participation 2" and, together with GS Acquisition Holdings II Employee Participation LLC, the "GS Employee Vehicles"), GS II PIPE Investors Employee LP and NRD PIPE Investors LP (together with the Sponsor and the GS Employee Vehicles, the "GS Holders"), and the Sellers (collectively, with each other person who has executed and delivered a joinder thereto, the "RRA Parties"), pursuant to which the RRA Parties are entitled to registration rights in respect of certain shares of the Class A common stock and certain other equity securities of the Company that are held by the RRA Parties from time to time. The material terms of the Amended and Restated Registration Rights Agreement are described in the section of the Proxy Statement entitled "Proposal No. 1—Approval of the Business Combination—Related Agreements—Amended and Restated Registration Rights Agreement" beginning on page 179, which is incorporated herein by reference. The above description of the Amended and Restated Registration Rights Agreement, including the description in the Proxy Statement referenced above, does not purport to be complete and is qualified in its entirety by the full text of the Amended and Restated Registration Rights Agreement, which is included as Exhibit 10.3 to this Current Report and is incorporated herein by reference.

Charterhouse Director Nomination Agreement

On the Closing Date, in connection with the consummation of the Business Combination, the Company and the Charterhouse Parties entered into a director nomination agreement (the "Charterhouse Director Nomination Agreement") that provides the Charterhouse Parties with a right to nominate one (1) director to the Board. The material terms of the Charterhouse Director Nomination Agreement are described in the section of the Proxy Statement entitled "Certain Relationships and Related Persons Transactions" beginning on page 336, which is incorporated herein by reference. The above description of the Charterhouse Director Nomination Agreement, including the description in the Proxy Statement referenced above, does not purport to be complete and is qualified in its entirety by the full text of the Charterhouse Director Nomination Agreement, which is included as Exhibit 10.4 to this Current Report and is incorporated herein by reference.

GS Director Nomination Agreement

On the Closing Date, in connection with the consummation of the Business Combination, the Company and the Sponsor entered into a director nomination agreement (the "GS Director Nomination Agreement") that provides the Sponsor with a right to nominate two (2) directors to the Board. The material terms of the GS Director Nomination Agreement are described in the section of the Proxy Statement entitled "Certain Relationships and Related Persons Transactions" beginning on page 336, which is incorporated herein by reference. The above description of the GS Director Nomination Agreement, including the description in the Proxy Statement referenced above, does not purport to be complete and is qualified in its entirety by the full text of the GS Director Nomination Agreement, which is included as Exhibit 10.5 to this Current Report and is incorporated herein by reference.

2021 Omnibus Incentive Plan

On the Closing Date, in connection with the consummation of the Business Combination, the Company adopted the Mirion Technologies, Inc. 2021 Omnibus Incentive Plan (the "Incentive Plan").

The purpose of the Incentive Plan is to enable the Company to offer its employees, directors and other individual service providers long-term equity-based incentives in the Company, thereby attracting, motivating and rewarding such individuals, and strengthening the mutuality of interests between such individuals and the Company's shareholders. Awards under the Incentive Plan may include one or more of the following types: (i) stock options (both nonqualified and incentive stock options), (ii) stock appreciation rights, or SARs, (iii) restricted stock awards, (iv) restricted stock unit awards, or RSUs, (v) performance awards, (vi) other cash-based awards and (vii) other stock-based awards. Such awards may be for partial-year, annual or multi-year periods.

The Incentive Plan permits the Company to deliver up to 19,952,329 shares of the Class A common stock pursuant to awards issued under the Incentive Plan. The number of shares of the Class A common stock reserved for issuance under the Incentive Plan will automatically increase on the first day of each subsequent fiscal year, beginning in 2022, by the lesser of (i) 3% of the total number of outstanding shares of the Class A common stock on the last day of the immediately preceding fiscal year, (ii) 9,976,164 shares of Class A common stock and (ii) such smaller number of shares of Class A common stock as determined by the compensation committee of the Board.

The Incentive Plan is described in greater detail in the section of the Proxy Statement entitled "Proposal No. 6—The Incentive Plan Proposal" beginning on page 220, which is incorporated herein by reference. The above description of the Incentive Plan, including the description in the Proxy Statement referenced above, does not purport to be complete and is qualified in its entirety by (i) the full text of the Incentive Plan, which is included as Exhibit 10.6 to this Current Report and is incorporated herein by reference.

Indemnification Agreements

On the Closing Date, the Company approved a form of indemnification agreement, and it is expected that each of the directors, executive officers and certain other officers of the Company will enter into an indemnification agreement. The form of indemnification agreement provides for indemnification and advancements by the Company of certain expenses and costs relating to claims, suits or proceedings arising from service to the Company or, at the Company's request, service to other entities, as officers or directors to the maximum extent permitted by applicable law. The above description of the indemnification agreements does not purport to be complete and is qualified in its entirety by the full text of the form of indemnification agreement, which is included as Exhibit 10.9 to this Current Report and is incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The disclosure set forth in the "Introductory Note" above is incorporated into this Item 2.01 by reference.

FORM 10 INFORMATION

Item 2.01(f) of Form 8-K states that if the registrant was a shell company, as the Company was immediately before the Business Combination, then the registrant must disclose the information that would be required if the registrant were filing a general form for registration of securities on Form 10. Accordingly, the Company is providing below the information that would be included in a Form 10 if it were to file a Form 10. Please note that the information provided below relates to the combined company after the consummation of the Business Combination, unless otherwise specifically indicated or the context otherwise requires.

Cautionary Note Regarding Forward-Looking Statements

This Current Report contains and incorporates by reference statements that are forward-looking and as such are not historical facts. This includes, without limitation, statements regarding the Transactions, the benefits of the Transactions, financial position, capital structure, indebtedness, business strategy and the plans and objectives of management for future operations, market share and products sales, future market opportunities, future manufacturing capabilities and facilities, future sales channels and strategies, including as they relate to the anticipated effects of the Business Combination. These statements constitute projections, forecasts and forward-looking statements, and are not guarantees of performance. Such statements can be identified by the fact that they do not relate strictly to historical or current facts. When used in this Current Report, words such as "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "might," "plan," "possible," "potential," "predict," "project," "should," "strive," "seeks," "plans," "scheduled," "would" and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. When the Company discusses its strategies or plans, including as they relate to the Business Combination, it is making projections, forecasts or forward-looking statements. Such statements are based on the beliefs of, as well as assumptions made by and information currently available to, the Company's management.

The forward-looking statements contained or incorporated by reference in this Current Report are based on current expectations and beliefs concerning future developments and their potential effects on the Company. There can be no assurance that future developments affecting the Company will be those that the Company has anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond the Company's control) or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements. Factors that may cause such differences include, but are not limited to:

- the Company's ability to realize the benefits of the Business Combination and achieve its future financial performance following the Business Combination, which may be affected by, among other things, competition, the ability of the Company to grow and manage growth profitably, maintain relationships with customers and suppliers and retain its management and key employees;
- the ability to maintain the listing of the Company's securities on the New York Stock Exchange;
- the outcome of any legal proceedings that may be instituted against the Company or any of its directors or officers, following the Business Combination;
- factors relating to the business, operations and financial performance of the Company and its subsidiaries, including:
    - global economic weakness and uncertainty;
    - risks relating to the continued growth of the Company's customers' markets;
    - failure to meet or anticipate technology changes;

- the unpredictability of the Company's future operational results;
- disruption of the Company's customers' orders or the Company's customers' markets;
- less favorable contractual terms with large customers;
- risks associated with governmental contracts;
- failure to mitigate risks associated with long-term fixed price contracts;
- risks associated with information technology disruption or security;
- risks associated with the implementation and enhancement of information systems;
- failure to properly manage the Company's supply chain or difficulties with third-party manufacturers;
- competition in the infrastructure technologies industry;
- failure to realize the expected benefit from any rationalization and improvement efforts;
- disruption of, or changes in, the Company's independent sales representatives, distributors and original equipment manufacturers;
- failure to obtain performance and other guarantees from financial institutions;
- failure to realize sales expected from the Company's backlog of orders and contracts;
- changes to tax law and ongoing tax audits;
- risks associated with future legislation and regulation of the Company's customers' markets both in the United States and abroad;
- costs or liabilities associated with product liability;
- the Company's ability to attract, train and retain key members of its leadership team and other qualified personnel;
- the adequacy of the Company's insurance coverage;
- a failure to benefit from future acquisitions;
- failure to realize the value of goodwill and intangible assets;
- the global scope of the Company's operations;
- risks associated with the Company's sales and operations in emerging markets;
- exposure to fluctuations in foreign currency exchange rates;
- the Company's ability to comply with various laws and regulations and the costs associated with legal compliance;
- adverse outcomes to any legal claims and proceedings filed by or against us;
- the Company's ability to protect or enforce its proprietary rights on which its business depends;
- third-party intellectual property infringement claims;
- liabilities associated with environmental, health and safety matters;

- risks associated with the Company's limited history of operating as an independent company;
- potential net losses in future periods; and

- other risks and uncertainties indicated in the Proxy Statement, including those under the heading "Risk Factors," and other documents filed or to be filed with the SEC by the Company.

There can be no assurance that future developments affecting the Company will be those that the Company has anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond the Company's control) or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements. Should one or more of these risks or uncertainties materialize, or should any of the Company's assumptions prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements.

Forward-looking statements included or incorporated by reference in this Current Report speak only as of the date of this Current Report or the date of the document incorporated by reference, as applicable, or any earlier date specified for such statements. The Company undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

Business and Properties

The information set forth in the section of the Proxy Statement entitled "Information About Mirion" beginning on page 244, including the information regarding the properties used in the business included in the subsections thereof entitled "—Manufacturing and Supply Chain" on page 256 and "—Properties" on page 257, is incorporated herein by reference.

The principal executive office of the Company is located at 1218 Menlo Drive, Atlanta, Georgia 30318.

Risk Factors

The risks associated with the Company are described in the Proxy Statement in the section entitled "Risk Factors" beginning on page 72 and is incorporated herein by reference.

Financial Information

Certain financial information is described in the Proxy Statement in the sections entitled "GS Acquisition Holdings Corp II Audited Financial Statements," "GS Acquisition Holdings Corp II Unaudited Condensed Financial Statements," "Mirion Technologies (TopCo), Ltd. Consolidated Financial Statements," "Sun Nuclear Corporation Consolidated Financial Statements," "GSAH's Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Mirion's Management's Discussion and Analysis of Financial Condition and Results Of Operations" beginning on pages F-4, F-22, F-41, F-88, 240 and 274 thereof, respectively, and that information is incorporated herein by reference.

The information set forth in Item 9.01 of this Current Report relating to the financial information of Mirion TopCo, GSAH and Sun Nuclear Corporation is incorporated herein by reference.

Management's Discussion and Analysis of Financial Condition and Results of Operations and Quantitative and Qualitative Disclosures about Market Risk

The disclosure contained in the section of the Proxy Statement entitled "Mirion's Management's Discussion and Analysis of Financial Condition and Results of Operations," including the information in the subsection thereof entitled "—Quantitative and Qualitative Disclosures about Market Risk" beginning on page 274 and page 298, respectively, is incorporated herein by reference.

Security Ownership of Certain Beneficial Owners and Management

The following table sets forth information known to the Company regarding the beneficial ownership of shares of the Company's Common Stock immediately following consummation of the Business Combination by:

- each person who is known to be the beneficial owner of more than 5% of the outstanding Common Stock;
- each of the Company's executive officers and directors; and
- all executive officers and directors as a group.

Beneficial ownership is determined according to the rules of the SEC, which generally provide that a person has beneficial ownership of a security if he, she or it possesses sole or shared voting or investment power over that security, including options and warrants that are currently exercisable or exercisable within 60 days. Except as described in the footnotes below and subject to applicable community property laws and similar laws, the Company believes that each person listed below has sole voting and investment power with respect to such shares.

The beneficial ownership of Common Stock is based on 199,523,292 shares of Class A common stock and 8,560,540 shares of Class B common stock outstanding as of the Closing Date. The amount of shares of Common Stock excludes the 14,628,610 shares of Class A common stock that were validly redeemed as described in the Introductory Note.

Name and Address of Beneficial Owners(1)(2)	Number of Shares of Class A Common Stock	Ownership Percentage of Class A Common Stock (%)	Number of Shares of Class B Common Stock	Ownership Percentage of Class B Common Stock (%)	Ownership Percentage of Common Stock (%)
5% Holders (Other than Directors and Executive Officers)					
GS Sponsor II LLC(3)(4)	24,525,000	11.8%	—	—	11.3%
GSAM Holdings LLC(3)(4)	46,750,000	22.5%	—	—	21.6%
GSAH II PIPE Investors Employee LP(5)	17,199,900	8.6%	—	—	8.3%
Alyeska Investment Group, L.P.(6)	12,285,991	6.1%	—	—	5.9%
Charterhouse Parties(7)	24,746,855	12.4%	—	—	11.9%
Directors and Executive Officers					
Thomas D. Logan(8)	—	—	4,140,388	48.4%	2.0%
Lawrence D. Kingsley(9)	500,000	*	—	—	*
Brian Schopfer(10)	—	—	740,845	8.7%	*
Michael Freed	—	—	935,818	10.9%	*
Jyothsna (Jo) Natauri(11)	—	—	—	—	—
Christopher Warren	—	—	—	—	—
Steven W. Etzel	—	—	—	—	—
Kenneth C. Bockhorst	—	—	—	—	—
Robert A. Cascella	—	—	—	—	—
John W. Kuo	—	—	—	—	—
Jody A. Markopoulos	—	—	—	—	—
All directors and executive officers as a group (11 individuals)	500,000	*	5,817,051	68.0%	3.0%

* Less than one percent

(1) Unless otherwise noted, the business address of each of the following entities or individuals is Mirion Technologies, Inc., 1218 Menlo Drive, Atlanta, Georgia 30318.

(2) The shares of our Class B common stock are paired, one-for-one, with shares of IntermediateCo Class B common stock. Such paired interests may be redeemed by the holder and, at our option, settled by a one-for-one exchange for shares of Class A common stock or a cash amount per share based on an average trailing stock price of Company Class A common stock. See "Certain Relationships and Related Party Transactions—IntermediateCo Charter" in the Proxy Statement. The founder shares are subject to certain vesting conditions upon a Founder Share Vesting Event. Holders of the founder shares are entitled to vote such founder shares and receive dividends and other distributions with respect to such founder shares prior to vesting, but such dividends and other distributions with respect to unvested founder shares will be set aside by the Company and shall only be paid to the holders of the founder shares upon the vesting of such founder shares. The founder shares will be forfeited to the Company for no consideration if they fail to vest on or before October 20, 2026.

(3) GSAM Holdings LLC is the managing member of GS Sponsor II LLC. GSAM Holdings LLC is a wholly owned subsidiary of The Goldman Sachs Group, Inc. In addition to the shares held by GS Sponsor II LLC, GS Acquisition Holdings II Employee Participation LLC ("Participation LLC") and GS Acquisition Holdings II Employee Participation 2 LLC ("Participation 2 LLC"), each of which is managed by a subsidiary of GSAM Holdings LLC, directly owns 1,325,000 founder shares and 1,400,000 founder shares, respectively. Each of GSAM Holdings LLC and The Goldman Sachs Group, Inc. may be deemed to beneficially own the shares held by GS Sponsor II LLC, Participation LLC and Participation 2 LLC by virtue of their direct and indirect ownership, as applicable, over GS Sponsor II LLC, Participation LLC and Participation 2 LLC. Each of GSAM Holdings LLC and The Goldman Sachs Group, Inc. disclaims beneficial ownership of any such shares except to the extent of their respective pecuniary interest therein. Further, each of GSAM Holdings LLC and The Goldman Sachs Group, Inc. may be deemed to beneficially own the shares held by the PIPE Participation LLCs (as defined below) but disclaims beneficial ownership of any such shares except to the extent of its pecuniary interest therein.

(4) Interests shown for GS Sponsor II consist of (i) 16,025,000 founder shares and (ii) 8,500,000 shares of Class A common stock underlying the private placement warrants. Interests shown for GSAM Holdings LLC consist of (i) 18,750,000 founder shares, (ii) 8,500,000 shares of Class A common stock underlying the private placement warrants and (iii) 19,500,000 shares of Class A common stock held by the PIPE Participation LLCs.

(5) Each of GSAH II PIPE Investors Employee LP and NRD PIPE Investors LP (together the "PIPE Participation LLCs") is a limited partnership controlled by its general partner and its investment manager, both of which are indirect wholly-owned subsidiaries of The Goldman Sachs Group, Inc. See the disclosure regarding Goldman Sachs under the caption "Certain Relationships and Related Party Transactions—GSAH's Related Person Transactions—Related Party Payments" in the Proxy Statement for information concerning certain relationships between Goldman Sachs and Mirion. Following the effectiveness of a shelf registration statement, each limited partner of the PIPE Participation LLCs (including Jyothsna (Jo) Natauri, a Mirion director, and certain direct or indirect subsidiaries of The Goldman Sachs Groups, Inc.) will have the right to request that the applicable PIPE Participation LLC use its reasonable efforts to sell a portion of the registrable securities held by it. The business address of each of the GS PIPE Participation LLCs is 200 West Street, New York, New York 10282.

(6) According to a Schedule 13G filed with the SEC on February 16, 2021 by Alyeska Investment Group, L.P., Alyeska Fund GP, LLC and Anand Parekh, each of Alyeska Investment Group, L.P., Alyeska Fund GP, LLC and Anand Parekh share voting and dispositive power with regard to 4,280,430 shares of Class A common stock of the Company as of December 31, 2020. The business address for each is 77 West Wacker Drive, 7th Floor, Chicago, IL 60601. Interests shown include 7,500,000 shares of Class A common stock issued to Alyeska and its affiliated entities in connection with the PIPE Investment and 505,561 shares of Class A common stock underlying public warrants.

(7) Represents (i) 13,233,013 shares of Class A common stock held by CCP IX LP No. 1; (ii) 11,028,610 shares of Class A common stock held by CCP IX LP No. 2; (iii) 363,920 shares of Class A common stock

held by CCP IX Co-investment LP; and (iv) 121,312 shares of Class A common stock held by CCP IX Co-Investment No. 2 LP (together, "CCP IX"). Charterhouse General Partners (IX) Ltd ("CGP IX") is the general partner of each of the limited partnerships comprising CCP IX. Charterhouse Capital Partners LLP ("CCP") acts as the investment adviser to CGP IX. CCP's advice with respect to investment decisions requires the approval of its Investment Committee comprised of 10 members, including the approval of CCP's Managing Partner, which is currently Lionel Giacomotto. However, it is CGP IX which ultimately makes all investment decisions. As a result, CGP IX may be deemed to have beneficial ownership of the securities held by the limited partnerships comprising CCP IX. CGP IX is managed by a five member board of directors. Each of the CGP IX board members disclaims beneficial ownership of the securities beneficially owned by each of the limited partnerships comprising CCP IX, except to the extent of their pecuniary interest therein, if any. The address for each of the foregoing persons' principal business office is 6th Floor, Belgrave House, 76 Buckingham Palace Road, London, SW1W 9TQ.

(8) Mr. Logan's shares consist of (i) 1,544,017 shares of Class B common stock held by Mr. Logan; (ii) 865,455 shares of Class B common stock held by the J.P. Morgan Trust Company of Delaware in its capacity as Trustee of the Mary Hancock Logan GST Exempt Trust; (iii) 865,455 shares of Class B common stock held by the J.P. Morgan Trust Company of Delaware in its capacity as Trustee of the Alison Paige Logan GST Exempt Trust; and (iv) 865,461 shares of Class B common stock held by the J.P. Morgan Trust Company of Delaware in its capacity as Trustee of the Thomas Darrell Logan, Jr. GST Exempt Trust. The J.P. Morgan Trust Company of Delaware in its capacity as Trustee of the foregoing trust entities has sole voting and dispositive power over the shares held by such trust entities; Mr. Logan disclaims beneficial ownership of any such shares except to the extent of his pecuniary interest therein. Mr. Logan's shares exclude 3,200,000 shares of Class A common stock in which he has an interest due to his profits interests, which are subject to vesting requirements. See "Certain Relationships and Related Party Transactions—Profits Interests" in the Proxy Statement.

(9) Mr. Kingsley's shares include (i) 350,000 shares of Class A common stock held by the Diane Kingsley Revocable Trust and (ii) 150,000 shares held by the Lawrence D. Kingsley 2015 Family Irrevocable Trust. Mr. Kingsley's shares exclude 4,200,000 shares of Class A common stock in which he has an interest due to his profits interests, which are subject to vesting requirements. See "Certain Relationships and Related Party Transactions—Profits Interests" in the Proxy Statement.

(10) Mr. Schopfer's shares exclude 700,000 shares of Class A common stock in which he has an interest due to his profits interests, which are subject to vesting requirements. See "Certain Relationships and Related Party Transactions—Profits Interests" in the Proxy Statement.

(11) Ms. Natauri's shares exclude 50,000 shares of Class A common stock held by GSAH II PIPE Investors Employee LP, and Ms. Natauri holds investment power over such shares. Voting decisions are made for the GSAH II PIPE Investors Employee LP by its investment manager, Goldman Sachs & Co. LLC, an affiliate of The Goldman Sachs Group, Inc.

Directors and Executive Officers

Effective as of the Closing, the following individuals were appointed as directors of the Company: Lawrence D. Kingsley (Chairman), Thomas D. Logan, Jyothsna (Jo) Natauri, Christopher Warren, Steven W. Etzel, Kenneth C. Bockhorst, Robert A. Cascella, John W. Kuo and Jody A. Markopoulos. Also effective as of the Closing, the following individuals were appointed as executive officers of the Company: Thomas D. Logan as Chief Executive Officer, Brian Schopfer as Chief Financial Officer and Michael Freed as Chief Operating Officer.

Information with respect to the Company's directors and executive officers immediately after the Business Combination, including biographical information regarding these individuals, is set forth in the Proxy Statement in the section entitled "Management of New Mirion Following the Business Combination" beginning on page 268, which information is incorporated herein by reference.

Executive Compensation

The compensation of the Company's named executive officers is described in the Proxy Statement in the Section entitled "Executive Compensation" beginning on page 302 thereof, and that information is incorporated herein by reference.

Director Compensation

The compensation of the Company's directors is described in the Proxy Statement in the Section entitled "Director Compensation" beginning on page 309, which is incorporated herein by reference.

The Company adopted a non-employee director compensation program (the "Director Compensation Program") effective as of the Closing date. Pursuant to this program, non-employee directors will receive the following cash compensation, paid quarterly in arrears:

Position	Annual Retainer
Board service	$76,500
plus (as applicable):	
Audit Committee Chair	$10,000
Compensation Committee Chair	$10,000
Nominating/Governance Committee Chair	$10,000

The Company will also reimburse non-employee directors for their ordinary, necessary and reasonable out-of-pocket travel expenses to cover in-person attendance at and participation in Board meetings, in accordance with the Company's applicable expense reimbursement policies and procedures as in effect from time to time.

In addition, the Director Compensation Program also provides that non-employee directors will receive grants of equity awards under the Incentive Plan. Each year, the Board or Compensation Committee will grant each continuing non-employee director who will continue to serve on the Board Restricted Stock Units ("RSUs") with an approximate grant date fair market value of $93,500. These annual equity awards will vest quarterly and will be fully vested on the first anniversary of the grant date, subject to the non-employee director's continued service through each such vesting date. A non-employee director who joins the Board at any time other than the annual stockholder meeting will receive an award of RSUs equal to the product of $93,500 and a fraction with (i) a numerator equal to the number of days between the date of the director's initial election or appointment to the Board and the date which is the first anniversary of the date of the most recent annual stockholder meeting occurring before the new non-employee director is elected or appointed to the Board, and (ii) a denominator equal to 365. Each of Jyothsna (Jo) Natauri and Chris Warren have agreed to waive compensation under the Director Compensation Program.

The description above is a summary and is qualified in its entirety by the Director Compensation Program, which is filed as Exhibit 10.8 to this Current Report and is incorporated herein by reference.

Certain Relationships and Related Persons Transactions

Certain relationships and related person transactions are described in the section of the Proxy Statement entitled "Certain Relationships and Related Persons Transactions" beginning on page 336, which is incorporated herein by reference. Certain executives' obligations under executive loans (the "Executive Loans") described in the Proxy Statement under "Certain Relationships and Related Persons Transactions—Mirion's Related Person Transactions—Executive Loans" were also satisfied before the Closing. Rights to receive an aggregate of 9,836 and 27,708 shares of Common Stock were surrendered to satisfy the Executive Loans of (i) Michael Freed having an aggregate principal amount of $98,368 and (ii) Brian Schopfer having an aggregate principal amount of $277,083, respectively.

GSAM Holdings LLC syndicated 500,000 shares of Class A common stock from its PIPE investment to entitles affiliated with Lawrence Kingsley, chair of the Board, at a price of $10.00 per share.

On October 20, 2021, GSAH amended and restated that certain letter agreement, dated June 29, 2020, by and among GSAH, the Sponsor, GSAM Holdings LLC and GS Employee Participation pursuant to which GS Acquisition Holdings II Employee Participation 2 became a party to the agreement.

Director Independence

The rules of the New York Stock Exchange ("NYSE") require that a majority of the Board be independent. An "independent director" is defined generally as a person that, in the opinion of the company's board of directors, has no material relationship with the listed company (either directly or as a partner, stockholder or officer of an organization that has a relationship with the company). The Company currently has five "independent directors" as defined in the NYSE rules and applicable SEC rules. The Board has determined that each of Steven W. Etzel, Kenneth C. Bockhorst, Robert A. Cascella, John W. Kuo and Jody A. Markopoulos is an independent director under applicable SEC and NYSE rules.

Legal Proceedings

Information about legal proceedings is set forth in the section of the Proxy Statement entitled "Proposal No. 1—The Business Combination Proposal —Litigation Relating to the Business Combination" beginning on page 211, and is incorporated herein by reference.

In addition to the information about legal proceedings set forth in the section of the Proxy Statement entitled "Proposal No. 1—The Business Combination Proposal—Litigation Relating to the Business Combination" beginning on page 211, on September 30, 2021, a purported stockholder of the Company sent a letter to the Board claiming that the Board omitted from the Registration Statement on Form S-4 certain information concerning the financial analyses and data considered by the Board in evaluating the Business Combination.

Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters

Price Range of Securities and Dividends

Prior to the consummation of the Business Combination, the Company's publicly-traded Class A common stock, units and warrants were listed on the NYSE under the symbols "GSAH," "GSAH.U" and "GSAH WS," respectively. Upon the consummation of the Business Combination, the Class A common stock, units and warrants were listed on the NYSE under the symbols "MIR" and "MIRW," respectively. Upon the consummation of the Business Combination, the Company's outstanding units that have not been previously separated into the underlying shares of Class A common stock and one-fourth of a warrant were cancelled and each unitholder received one share of Common Stock andone-fourth of a Company public warrant, provided that no fractional Company warrants were issued upon separation of the Company's units. Such units no longer trade as a separate security and were delisted from the NYSE.

The Company has not paid any cash dividends on the Common Stock to date. The payment of cash dividends in the future is dependent upon the Company's revenues and earnings, if any, capital requirements, the terms of any indebtedness and general financial condition. The payment of any cash dividends will be within the discretion of the Board at such time. In addition, the Board is not currently contemplating and does not anticipate declaring any stock dividends in the foreseeable future.

Holders of Record

As of the Closing Date and following the completion of the Transactions and the redemption of public shares as described above, the Company had 199,523,292 shares of Class A common stock outstanding held of record by approximately 84 holders, 8,560,540 shares of Class B common stock outstanding held of record by approximately 17 holders and no shares of preferred stock outstanding. Such amounts do not include DTC participants or beneficial owners holding shares through nominee names.

Securities Authorized for Issuance Under Equity Compensation Plans

The information described in the Proxy Statement in the Section entitled "Proposal No. 6—Summary of the Incentive Plan" beginning on page 220 thereof is incorporated herein by reference. As described above, the Incentive Plan and the material terms thereof were approved by GSAH's stockholders at the Special Meeting. The number of shares of Common Stock that may initially be subject to awards granted under the Incentive Plan is 19,952,329 shares of common stock, and up to 20,000,000 shares may be issued in the form of incentive stock options under the Incentive Plan.

Recent Sales of Unregistered Securities

The information set forth in Item 3.02 below of this Current Report is incorporated herein by reference.

Description of the Company's Securities

Information regarding the Company's securities is included in the section of the Proxy Statement entitled "Description of New Mirion Securities" beginning on page 310, which information is incorporated herein by reference.

Indemnification of Directors and Officers

Section 102(b)(7) of the Delaware General Corporation Law (the "DGCL") allows a corporation to provide in its certificate of incorporation that a director of the corporation will not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except where the director breached the duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit. The Amended and Restated Certificate of Incorporation provides for this limitation of liability.

Section 145 of the DGCL, provides, among other things, that a Delaware corporation may indemnify any person who was, is or is threatened to be made, party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful. A Delaware corporation may indemnify any persons who were or are a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests, provided further, that no indemnification is permitted without judicial approval if the officer, director, employee or agent is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him or her against the expenses (including attorneys' fees) which such officer or director has actually and reasonably incurred.

Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would otherwise have the power to indemnify such person under Section 145.

The Amended and Restated Certificate of Incorporation provides that we must indemnify and advance expenses to our directors and officers to the full extent authorized by the DGCL.

We have entered into indemnification agreements with each of our directors and executive officers and certain other officers. Such agreements provide, among other things, the officers and directors of the Company with contractual rights to indemnification, expense advancement and reimbursement, to the fullest extent permitted by law, including to the extent they serve at the Company's request as directors, officers, employees or other agents of any other affiliated entity, to the fullest extent permitted by law. We intend to enter into indemnification agreements with any new directors and executive officers in the future.

The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, any provision of the Amended and Restated Certificate of Incorporation, the Amended and Restated Bylaws, agreement, vote of stockholders or disinterested directors or otherwise. Notwithstanding the foregoing, the Company shall not be obligated to indemnify a director or officer in respect of a proceeding (or part thereof) instituted by such director or officer, unless such proceeding (or part thereof) has been authorized by the Board pursuant to the applicable procedure outlined in the indemnification agreements.

Section 174 of the DGCL provides, among other things, that a director, who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption, may be held jointly and severally liable for such actions. A director who was either absent when the unlawful actions were approved or dissented at the time may avoid liability by causing his or her dissent to such actions to be entered in the books containing the minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

The Company maintains and expects to maintain standard policies of insurance that provide coverage (1) to its directors and officers against loss arising from claims made by reason of breach of duty or other wrongful act and (2) to the Company with respect to indemnification payments that the Company may make to such directors and officers.

These provisions may discourage stockholders from bringing a lawsuit against our directors for breach of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit the Company and our stockholders. Furthermore, a stockholder's investment may be adversely affected to the extent we pay the costs of settlement and damage awards against officers and directors pursuant to these indemnification provisions.

The Company believes that these provisions, the insurance and the indemnity agreements are necessary to attract and retain talented and experienced officers and directors.

Financial Statements, Supplementary Data and Exhibits

The information set forth in Sections (a) and (b) of Item 9.01 of this Current Report is incorporated herein by reference.

Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

The information set forth under Item 4.01 of this Current Report relating to the change in the Company's certifying accountant is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The description of the Business Combination Consideration set forth in the "Introductory Note" above is incorporated herein by reference.

At the Closing, the Company consummated the PIPE Investment and issued 90,000,000 shares of Class A common stock for aggregate gross proceeds of $900,000,000. Also at the Closing, the Company issued 8,560,540 shares of Class B common stock, and IntermediateCo issued 51,363,240 shares of IntermediateCo Class B common stock. Goldman Sachs & Co. LLC, as placement agent for the PIPE Investment, received customary fees in connection therewith equal to approximately $14.0 million.

The foregoing securities have not been registered under the Securities Act, and were issued in reliance on the exemption from registration requirements thereof provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder as a transaction by an issuer not involving a public offering without any form of general solicitation or general advertising.

This summary is qualified in its entirety by reference to the text of the form of Subscription Agreements, which is included as Exhibit 10.10 to this Current Report and is incorporated herein by reference.

Item 4.01 Changes in Registrant's Certifying Accountant.

(a) Dismissal of independent registered public accounting firm.

On October 20, 2021, the Board dismissed PricewaterhouseCoopers LLP ("PwC"), the Company's independent registered public accounting firm prior to the Transactions, as the Company's independent registered public accounting firm, to be effective upon the completion of quarterly review and audit procedures.

The audit report of PwC on GSAH, the Company's legal predecessor, balance sheet as of December 31, 2020 and 2019, and the related statements of operations, of changes in stockholders' equity and of cash flows for each of the two years in the period ended December 31, 2020 and for the period from May 31, 2018 (date of inception) to December 31, 2018, did not contain an adverse opinion or a disclaimer of opinion and was not qualified or modified as to uncertainties, audit scope or accounting principles.

During the period from May 31, 2018 (date of inception) to December 31, 2020 and the subsequent interim periods through October 20, 2021, there were no disagreements between GSAH and PwC on any matter of accounting principles or practices, financial disclosure or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of PwC, would have caused it to make reference to the subject matter of the disagreements in its reports on GSAH's financial statements for such period.

During the period from May 31, 2018 (date of inception) to December 31, 2020 and the subsequent interim periods through October 20, 2021, there were no reportable events, as defined in Item 304(a)(1)(v) of Securities and Exchange Commission Regulation S-K ("Regulation S-K"), except for (a) GSAH restated its 2020 financial statements to correct errors as discussed in Note 2 to the financial statements and (b) GSAH concluded that a material weakness exists around the interpretation and accounting for certain complex features of the Class A common stock and Warrants issued by GSAH.

The Company has provided PwC with a copy of the foregoing disclosures and has requested that PwC furnish the Company with a letter addressed to the SEC stating whether it agrees with the statements made by the Company set forth above. A copy of PwC's letter, dated October 25, 2021, is filed as Exhibit 16.1 to this Current Report.

(b) Disclosures regarding the new independent registered public accounting firm.

On October 20, 2021, the Audit Committee of the Board approved the engagement of Deloitte and Touche LLP ("Deloitte") as the Company's independent registered public accounting firm, subject to Deloitte's completion of its standard client acceptance procedures, to be effective upon the dismissal of PwC, as described above in paragraph (a). Deloitte served as independent registered public accounting firm of Mirion prior to the Business Combination. During the years ended December 31, 2020 and 2019 and subsequent interim period through October 20, 2021, we did not consult with Deloitte with respect to (i) the application of accounting principles to a specified transaction, either completed or proposed, the type of audit opinion that might be rendered on our financial statements, and neither a written report nor oral advice was provided to us that Deloitte concluded was an important factor considered by us in reaching a decision as to any accounting, auditing or financial reporting issue, or (ii) any other matter that was the subject of a disagreement or a reportable event (each as defined above).

Item 5.01 Changes in Control of the Registrant.

The information set forth in the "Introductory Note" above and in Item 2.01 of this Current Report is incorporated herein by reference.

After giving effect to the Business Combination and the redemption of public shares as described above, as of October 20, 2021 there were 199,523,292 shares of Class A common stock (including 18,750,000 founder shares), 8,560,540 shares of Class B common stock, 18,749,979 public warrants and 8,500,000 private placement warrants issued and outstanding. Immediately after giving effect to the Business Combination, the Company's public stockholders owned approximately 31.9% of the outstanding shares of Common Stock, the Sellers owned approximately 20.6% of the outstanding shares of Common Stock, the PIPE Investors owned approximately 47.5% of the outstanding shares of Common Stock and the Sponsor owned 0% of the outstanding shares of Common Stock. These percentages of outstanding Common Stock exclude the 18,750,000 founder shares of Class A common stock held by the Sponsor, GS Employee Participation and GS Employee Participation 2. The founder shares are subject to vesting in three equal tranches upon the Founder Share Vesting Events as described in the Introductory Note above.

Holders of uncertificated public shares immediately prior to the Business Combination have continued as holders of uncertificated shares of Common Stock.

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

Incentive Plan

The information set forth under the heading entitled "Incentive Plan" in Item 1.01 of this Current Report is incorporated herein by reference.

Directors and Executive Officers

The information regarding the Company's officers and directors set forth under the headings "Directors and Executive Officers," "Director Compensation" and "Executive Compensation" in Item 2.01 of this Current Report is incorporated herein by reference.

Item 5.07 Submission of Matters to a Vote of Security Holders.

At the close of business on September 23, 2021, the record date for determination of stockholders entitled to vote at the Special Meeting, there were 75,000,000 shares of GSAH's Class A common stock, 18,750,000 shares of GSAH's Class B common stock and 93,750,000 shares of GSAH's common stock outstanding and entitled to vote at the Special Meeting.

At the Special Meeting, GSAH's stockholders considered the following proposals:

Proposal No. 1. A proposal to approve the Business Combination described in the Proxy Statement, including adopting the Business Combination Agreement and (b) approving the other Transactions contemplated by the Business Combination Agreement and related agreements described in the Proxy Statement. The following is a tabulation of the votes with respect to this proposal, which was approved by GSAH's stockholders:

For	Against	Abstain	Broker Non-Votes
55,610,526	2,962,372	46,531	N/A

Proposal No. 2. A proposal to approve the issuance of more than 20% of the Company's outstanding common stock in connection with the Business Combination. The following is a tabulation of the votes with respect to this proposal, which was approved by GSAH's stockholders:

For	Against	Abstain	Broker Non-Votes
55,584,735	2,983,603	51,091	N/A

Proposal No. 3. A proposal to adopt the New Mirion Charter in the form attached to this Current Report as Exhibit 3.1. The following is a tabulation of the votes with respect to this proposal, which was approved by GSAH's stockholders:

For	Against	Abstain	Broker Non-Votes
55,586,787	2,977,714	54,928	N/A

Proposal No. 4. A proposal to approve and adopt certain governance provisions included in the New Mirion Charter, presented separately in accordance with the SEC requirements.

4A. A proposal to increase the total number of authorized shares from 555,000,000 shares to 2,200,000,000 shares. The following is a tabulation of the votes with respect to this proposal, which was approved by GSAH's stockholders:

For	Against	Abstain	Broker Non-Votes
45,602,317	12,090,279	926,833	N/A

4B. A proposal requiring that a voting class of not less than 66 2/3% of the total voting power of all outstanding securities is required to amend, alter, change or repeal specified provision of the New Mirion Charter. The following is a tabulation of the votes with respect to this proposal, which was approved by GSAH's stockholders:

For	Against	Abstain	Broker Non-Votes
53,079,632	5,031,817	507,980	N/A

4C. A proposal that that certain potential transactions are not "corporate opportunities" and that any member of the Board who is not an employee of the Company or its subsidiaries, or any employee or agent of such member, other than someone who is an employee of the Company or its subsidiaries (collectively, the "Covered Persons"), are not subject to the doctrine of corporate opportunity, except with respect to business opportunity matters, potential transactions or interests that a Covered Person obtains expressly and solely in connection with the individual's services as a member of the Board. The following is a tabulation of the votes with respect to this proposal, which was approved by GSAH's stockholders:

For	Against	Abstain	Broker Non-Votes
54,537,426	3,560,690	521,313	N/A

Proposal No. 5. A proposal to elect nine directors, effective upon the closing of the Business Combination, with each director having a term that expires at the Company's annual meeting of stockholders in 2022, until their respective successor is duly elected and qualified or until their earlier resignation, removal or death. The following is a tabulation of the votes with respect to this proposal, which was approved by GSAH's stockholders:

Director	For	Against	Abstain	Broker Non-Votes
Lawrence D. Kingsley	55,579,554	0	3,039,875	N/A
Thomas D. Logan	55,580,433	0	3,038,996	N/A
Jyothsna (Jo) Natauri	55,577,879	0	3,041,550	N/A
Christopher Warren	55,578,851	0	3,040,578	N/A
Steven W. Etzel	55,575,437	0	3,043,992	N/A
Kenneth C. Bockhorst	55,581,240	0	3,038,189	N/A
Robert A. Cascella	55,583,643	0	3,035,786	N/A
John W. Kuo	54,172,757	0	4,446,672	N/A
Jody A. Markopoulos	55,580,144	0	3,039,285	N/A

Proposal No. 6. A proposal to approve and adopt the Mirion Technologies, Inc. 2021 Omnibus Incentive Plan and the material terms thereof. The following is a tabulation of the votes with respect to this proposal, which was approved by GSAH's stockholders:

For	Against	Abstain	Broker Non-Votes
45,114,530	13,020,340	484,559	N/A

Proposal No. 7. A proposal to approve an increase in the total number of authorized shares of GSAH Class A common stock from 500,000,000 to 2,000,000,000. The following is a tabulation of the votes with respect to this proposal only by holders of GSAH Class A common stock, which was not approved:

For	Against	Abstain	Broker Non-Votes
28,279,537	11,097,937	491,955	N/A

Proposal No. 8. A proposal to allow the Board to adjourn the Special Meeting to a later date or dates to permit further solicitation of proxies. The following is a tabulation of the votes with respect to this proposal, which was approved by GSAH's stockholders:

For	Against	Abstain	Broker Non-Votes
55,014,073	3,539,428	65,928	N/A

Item 8.01. Other Events.

The Company's outstanding units that have not been previously separated into the underlying shares of Class A common stock andone-fourth of a warrant were cancelled and each unitholder received one share of Common Stock and one-fourth of a Company public warrant, provided that no fractional Company warrants were issued upon separation of the Company's units. Such units no longer trade as a separate security and were delisted from the NYSE. The Company's outstanding warrants are exercisable for shares of Class A common stock on the same terms as were contained in such warrants prior to the Business Combination. The Company's Class A common stock and public warrants commenced trading on the NYSE under the symbols "MIR" and "MIRW," respectively, on October 21, 2021, subject to ongoing review of the Company's satisfaction of all listing criteria following the Business Combination, and the CUSIP numbers relating to the Class A common stock and public warrants are 60471A 101 and 60471A 119, respectively.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired

In accordance with Rule 12b-23 promulgated under the Exchange Act ("Rule 12b-23"), Mirion TopCo's audited consolidated balance sheets as of June 30, 2021 and 2020 and the related consolidated statements of operations, comprehensive loss, stockholders' equity, and cash flows for each of the three years in the period ended June 30, 2021, and the related notes and financial statement schedules are set forth in the Proxy Statement beginning on page F-41 and are incorporated herein by reference.

In accordance with Rule 12b-23, Sun Nuclear Corporation's audited consolidated balance sheet as of December 18, 2020, and the related statements of operations and comprehensive income, change in stockholders' equity, and cash flows for the period from January 1, 2020 to December 18, 2020, and the related notes are set forth in the Proxy Statement beginning on page F-89 and are incorporated herein by reference.

In accordance with Rule 12b-23, GSAH's audited balance sheet as of December 31, 2020 and 2019, and the related statements of operations, changes in stockholders' equity and cash flows for each of the two years in the period ended December 31, 2020 and for the period from May 31, 2018 (date of inception) to December 31, 2018, including the related notes, are set forth in the Proxy Statement beginning on page F-4 and are incorporated herein by reference.

In accordance with Rule 12b-23, GSAH's unaudited condensed balance sheet as of June 30, 2021, the related unaudited condensed statements of operations, changes in stockholders' equity and cash flows for the six months ended June 30, 2021, including the related notes, are set forth in the Proxy Statement beginning on page F-22.

(b) Pro Forma Financial Information

In accordance with Rule 12b-23, certain unaudited pro forma condensed combined financial information regarding the Company to reflect the consummation of the Transactions appears in Exhibit 99.1 and is incorporated herein by reference.

(d) Exhibits

EXHIBIT INDEX

Exhibit Number	Description
2.1	Business Combination Agreement, dated as of June 17, 2021, by and among GS Acquisition Holdings Corp II, Mirion Technologies (TopCo), Ltd., CCP IX LP No. 1, CCP IX LP No. 2, CCP IX Co-Investment LP and CCP IX Co-Investment No. 2 LP, each acting by their general partner, Charterhouse General Partners (IX) Limited and the other parties thereto (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on June 21, 2021).
2.2	Amendment No. 1 to Business Combination Agreement, dated as of September 3, 2021, by and among GS Acquisition Holdings Corp II, Mirion Technologies (TopCo), Ltd. and CCP IX LP No. 1, CCP IX LP No. 2, CCP IX Co-Investment LP and CCP IX Co-Investment No. 2 LP, each acting by their general partner, Charterhouse General Partners (IX) Limited, on behalf of the Sellers (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on September 3, 2021).
3.1*	Amended and Restated Certificate of Incorporation.
3.2*	Amended and Restated Bylaws.
4.1*	Specimen Class A Common Stock Certificate.
4.2*	Specimen Warrant Certificate.
4.3	Warrant Agreement, dated June 29, 2020, between the Company and Continental Stock Transfer & Trust Company, as warrant agent (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K filed with the SEC on July 2, 2020).
10.1*	Credit Agreement, dated as of October 20, 2021, by and between Mirion Technologies (HoldingSub2), Ltd., a limited liability company incorporated in England and Wales, as Holdings, Mirion Technologies (US Holdings), Inc., as the Parent Borrower, Mirion Technologies (US), Inc., as the Subsidiary Borrower, the lending institutions party thereto and Citibank, N.A., as Administrative Agent.
10.2*	Second Amended and Restated Sponsor Agreement, dated as of October 20, 2021, by and among GS Acquisition Holdings Corp II, GS Sponsor II LLC, GSAM Holdings LLC, GS Acquisition Holdings II Employee Participation LLC and GS Acquisition Holdings II Employee Participation 2 LLC.
10.3*	Amended and Restated Registration Rights Agreement, dated October 20, 2021, by and among Mirion Technologies, Inc., GS Sponsor II LLC, GS Acquisition Holdings II Employee Participation LLC, GS Acquisition Holdings II Employee Participation 2 LLC, GS II PIPE Investors Employee LP, NRD PIPE Investors LP, the Charterhouse Parties and the Sellers.
10.4*	Director Nomination Agreement, dated October 20, 2021, by and between the Company and the Charterhouse Parties.
10.5*	Director Nomination Agreement, dated October 20, 2021, by and between the Company and GS Sponsor II, LLC.
10.6*^	Mirion Technologies, Inc. 2021 Omnibus Incentive Plan.
10.7*^	Mirion Technologies, Inc. Deferred Compensation Plan.
10.8*^	Mirion Technologies, Inc. Non-Employee Director Compensation Program.
10.9*^	Form of Indemnification Agreement.
10.10	Form of Subscription Agreement (incorporated by reference to Exhibit 10.2 to the Company's Current Report onForm 8-K filed with the SEC on June 21, 2021).
10.11	Lease Agreement between GPI T&U Inland, LP and Mirion Technologies (MGPI), Inc., dated as of October 4, 2019 (incorporated by reference to Exhibit 10.10 to the Company's Registration Statement on Form S-4 filed with the SEC on June 30, 2021).

Exhibit Number	Description
10.12	First Amendment to Lease Agreement between GPI T&U Inland, LP and Mirion Technologies (MGPI), Inc., dated as of March 12, 2020 (incorporated by reference to Exhibit 10.11 to the Company's Registration Statement on Form S-4 filed with the SEC on August 11, 2021).
10.13	Second Amendment to Lease Agreement between GPI T&U Inland, LP and Mirion Technologies (MGPI), Inc., dated as of June 11, 2020 (incorporated by reference to Exhibit 10.12 to the Company's Registration Statement on Form S-4 filed with the SEC on June 30, 2021).
10.14^	Amended and Restated Employment Agreement between Thomas D. Logan and Mirion Technologies, Inc., entered into on August 13, 2021 (incorporated by reference to Exhibit 10.13 to the Company's Registration Statement on Form S-4 filed with the SEC on September 3, 2021).
10.15^	Confidentiality and Intellectual Property Agreement between Thomas D. Logan and Mirion Technologies, Inc., entered into August 13, 2021 (incorporated by reference to Exhibit 10.14 to the Company's Registration Statement on Form S-4 filed with the SEC on September 3, 2021).
10.16^	Third Amended and Restated Employment Agreement between Brian Schopfer and Mirion Technologies, Inc., dated as of May 1, 2020 (incorporated by reference to Exhibit 10.15 to the Company's Registration Statement on Form S-4 filed with the SEC on August 11, 2021).
10.17^	Confidentiality, Non-Interference and Intellectual Property Agreement between Brian Schopfer and Mirion Technologies, Inc., entered into March 15, 2019 (incorporated by reference to Exhibit 10.16 to the Company's Registration Statement on Form S-4 filed with the SEC on September 3, 2021).
10.18^	Employment Agreement between Michael Freed and Mirion Technologies, Inc. dated as of July 16, 2016 (incorporated by reference to Exhibit 10.15 to the Company's Registration Statement on Form S-4 filed with the SEC on August 11, 2021).
10.19^	Confidentiality, Non-Interference and Intellectual Property Agreement between Michael Freed and Mirion Technologies, Inc., entered into July 16, 2016 (incorporated by reference to Exhibit 10.18 to the Company's Registration Statement on Form S-4 filed with the SEC on September 3, 2021).
10.20^	Profits Interest Award Agreement between Brian Schopfer and GS Sponsor II LLC, dated June 16, 2021 (incorporated by reference to Exhibit 10.18 to the Company's Registration Statement on Form S-4 filed with the SEC on August 11, 2021).
10.21^	Profits Interest Award Agreement between Thomas Logan and GS Sponsor II LLC, dated June 16, 2021 (incorporated by reference to Exhibit 10.19 to the Company's Registration Statement on Form S-4 filed with the SEC on August 11, 2021).
10.22^	Profits Interest Award Agreement between Lawrence D. Kingsley and GS Sponsor II LLC, dated June 16, 2021 (incorporated by reference to Exhibit 10.20 to the Company's Registration Statement on Form S-4 filed with the SEC on August 11, 2021).
10.23^	Amendment to Profits Interest Award Agreement between Lawrence D. Kingsley and GS Sponsor II LLC, dated August 9, 2021 (incorporated by reference to Exhibit 10.21 to the Company's Registration Statement on Form S-4 filed with the SEC on August 11, 2021).
14.1*	Code of Ethics and Business Conduct.
16.1*	Letter from PricewaterhouseCoopers LLP to the Securities and Exchange Commission, dated October 25, 2021.
21.1*	List of subsidiaries of Mirion Technologies, Inc.
99.1*	Unaudited Pro Forma Condensed Combined Financial Statements of Mirion Technologies, Inc. and its subsidiaries.

* Filed herewith.
^ Indicates management contract or compensatory 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: October 25, 2021

Mirion Technologies, Inc.

By: /s/ Brian Schopfer
Name: Brian Schopfer
Title: Chief Financial Officer

Exhibit 3.1

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF

GS ACQUISITION HOLDINGS CORP II

The present name of the corporation is GS Acquisition Holdings Corp II (the "**Corporation**"). The Corporation was originally incorporated in Delaware by the filing of the Corporation's original Certificate of Incorporation with the Secretary of State of the State of Delaware on May 31, 2018. The Certificate of Incorporation was previously amended and restated on June 29, 2020. This Second Amended and Restated Certificate of Incorporation of the Corporation (the "**Certificate of Incorporation**"), which restates and integrates and also further amends the provisions of the Corporation's Certificate of Incorporation, as amended and restated, was duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware.

The Certificate of Incorporation is being amended and restated in connection with the transactions contemplated by that certain Business Combination Agreement, as amended, dated as of June 17, 2021, by and among the Corporation and the other parties thereto (the "**Business Combination Agreement**"). As part of the transactions contemplated by the Business Combination Agreement, all 18,750,000 shares of the Class B Common Stock of the Corporation were converted on a 1-for-1 basis into 18,750,000 shares of Class A Common Stock of the Corporation. All Class A Common Stock issued and outstanding prior to the effectiveness of this Certificate of Incorporation and all Class A Common Stock and Class B Common Stock issued as part of the transactions contemplated by the Business Combination Agreement shall be Common Stock for all purposes of this Certificate of Incorporation.

The text of the Certificate of Incorporation as amended and restated shall read in full as follows:

ARTICLE 1
NAME

The name of the corporation is Mirion Technologies, Inc. Capitalized terms used in this Certificate of Incorporation without definition shall have the meanings assigned thereto in Section 11.04.

ARTICLE 2
REGISTERED OFFICE AND AGENT

The address of the registered office of the Corporation in the State of Delaware is 850 New Burton Road, Suite 201, Dover, Delaware 19904, Kent County. The name of the registered agent of the Corporation in the State of Delaware at such address is Cogency Global Inc.

ARTICLE 3
PURPOSE AND POWERS

The purpose 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 as the same exists or may hereafter be amended (the "**DGCL**").

ARTICLE 4
CAPITAL STOCK

Section 4.01. *Authorized Shares.*

(a) The total number of shares of all classes of stock that the Corporation shall have authority to issue is 700,000,000 shares, consisting of:

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

(ii) 100,000,000 shares of Class B Common Stock, par value $0.0001 per share (the "**Class B Common Stock**" and, together with the Class A Common Stock, the "**Common Stock**"); and

(iii) 100,000,000 shares of preferred stock, par value $0.0001 per share (the "**Preferred Stock**").

(b) The number of authorized shares of any particular class or series may not be decreased below the number of shares of such class or series then outstanding, plus, in the case of Class A Common Stock, the number of shares of Class A Common Stock issuable in connection with the redemption or exchange of all outstanding shares of Mirion IntermediateCo Class B Common Stock for Class A Common Stock pursuant to Section 4.04 of the Mirion IntermediateCo Charter (assuming for this purpose that such redemption or exchange is settled in shares of Class A Common Stock).

Section 4.02. *Preferred Stock.* The board of directors of the Corporation (the "**Board of Directors**") is hereby empowered, without any action or vote by the Corporation's stockholders (except as may otherwise be provided by the terms of any class or series of Preferred Stock then outstanding), to authorize by resolution or resolutions from time to time the issuance of one or more classes or series of Preferred Stock and to fix the designations, powers, preferences and relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions thereof, if any, with respect to each such class or series of Preferred Stock and the number of shares constituting each such class or series, and to increase or decrease the number of shares of any such class or series to the extent permitted by the DGCL.

Section 4.03. *Common Stock.* The rights, powers, preferences, privileges, restrictions and other matters relating to the Common Stock are as follows:

(a) *Voting Rights*.

(i) Except as otherwise required in this Certificate of Incorporation or by applicable law, the holders of Common Stock will vote together as a single class on all matters on which stockholders generally are entitled to vote (or, if any holders of Preferred Stock are entitled to vote together with the holders of Common Stock, as a single class with the holders of Preferred Stock).

(ii) Each holder of Class A Common Stock will be entitled to one vote for each share of Class A Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote, and each holder of Class B Common Stock will be entitled to one vote for each share of Class B Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote, except that, in each case, to the fullest extent permitted by law and subject to Section 4.03(a)(iii), holders of shares of each class of Common Stock, as such, will have no voting power with respect to, and will not be entitled to vote on, any amendment to this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) that relates solely to the terms of any outstanding Preferred Stock if the holders of such Preferred Stock are entitled to vote as a separate class thereon under this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) or under the DGCL.

(iii)

(A) The holders of the outstanding shares of Class A Common Stock shall be entitled to vote separately upon any amendment to this Certificate of Incorporation (including by merger, consolidation, reorganization or similar event) that would alter or change the powers, preferences or special rights of such class of Common Stock in a manner that is materially and disproportionately adverse as compared to any alteration or change to the Class B Common Stock; and

(B) The holders of the outstanding shares of Class B Common Stock shall be entitled to vote separately upon any amendment to this Certificate of

Incorporation (including by merger, consolidation, reorganization or similar event) that would alter or change the powers, preferences or special rights of such class of Common Stock in a manner that is materially and disproportionately adverse as compared to any alteration or change to the Class A Common Stock, it being understood that this Section 4.03(a)(iii)(B) shall not apply to any amendment in connection with a merger, consolidation or other business combination if such merger, consolidation or other business combination constitutes a Disposition Event in which holders of Paired Interests are required to cause their Mirion IntermediateCo Class B Common Stock to be redeemed and their associated shares of Class B Common Stock to be retired, or exchange such Paired Interests, pursuant to Section 4.04(d) of the Mirion IntermediateCo Charter in such Disposition Event and receive consideration in such Disposition Event in accordance with the terms of the Mirion IntermediateCo Charter as in effect prior to such Disposition Event.

(iv) If at any time the ratio at which shares of Mirion IntermediateCo Class B Common Stock are redeemable or exchangeable for shares of Class A Common Stock pursuant to the Mirion IntermediateCo Charter is amended, the number of votes per share of Class B Common Stock to which holders of shares of Class B Common Stock are entitled pursuant to Section 4.03(a)(i) shall be adjusted accordingly.

(b) *Dividends; Stock Splits or Combinations.*

(i) 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 senior to or the right to participate with the Class A Common Stock with respect to the payment of dividends, dividends of cash or property 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 the times and in the amounts as the Board of Directors in its discretion may determine.

(ii) Except as provided in Section 4.03(b)(iii) with respect to stock dividends, dividends of cash or property may not be declared or paid on shares of Class B Common Stock.

(iii) In no event will any stock dividend, stock split, reverse stock split, combination of stock, reclassification or recapitalization be declared or made on any class of Common Stock (each, a "**Stock Adjustment**") unless (A) a corresponding Stock Adjustment for all other classes of Common Stock not so adjusted at the time outstanding is made in the same proportion and the same manner and (B) the Stock Adjustment has been reflected in the same economically equivalent manner on all shares of common stock of Mirion IntermediateCo. Stock dividends with respect to each class of Common Stock may only be paid with shares of stock of the same class of Common Stock.

(c) *Liquidation Rights*. 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 and of the preferential and other amounts, if any, to which the holders of Preferred Stock are entitled, if any, the holders of all outstanding shares of Class A Common Stock will be entitled to receive, *pari passu*, an amount per share equal to the par value thereof, and thereafter the holders of all outstanding shares of Class A Common Stock will be entitled to receive the remaining assets of the Corporation available for distribution ratably in proportion to the number of shares of Class A Common Stock. The holders of shares of Class B Common Stock, as such, will not be entitled to receive, with respect to such shares, any assets of the Corporation in excess of the par value thereof, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation; *provided* this Section 4.03(c) shall not limit the rights of the holders of shares of Class B Common Stock to cause their shares of Mirion IntermediateCo Class B Common Stock to be redeemed or exchanged by Mirion IntermediateCo for shares of Class A Common Stock or cash in accordance with Section 4.04 of the Mirion IntermediateCo Charter (or for the consideration payable in respect of shares of Class A Common Stock in such voluntary or involuntary liquidation, dissolution or winding-up).

(d) *Transfer Restrictions; Retirement of Class B Common Stock.*

(i) No holder of shares of Class B Common Stock may Transfer such shares to any person unless such holder Transfers a corresponding number of shares of Mirion IntermediateCo Class B Common Stock (as part of Paired Interests) to the same Person in accordance with the Mirion IntermediateCo Charter. If any outstanding share of Class B Common Stock ceases to be held by a holder of a share of Mirion IntermediateCo Class B Common Stock, such share shall automatically and without further action on the part of the Corporation or such holder be transferred to the Corporation for no consideration and retired.

(ii) To the extent that any holder of shares of Mirion IntermediateCo Class B Common Stock exercises its right pursuant to Section 4.04 of the Mirion IntermediateCo Charter to have its Mirion IntermediateCo Class B Common Stock redeemed by Mirion IntermediateCo in accordance with the Mirion IntermediateCo Charter, then simultaneously with the payment of cash or Class A Common Stock consideration in accordance with the Mirion IntermediateCo Charter, the Corporation shall cancel for no consideration a number of shares of Class B Common Stock registered in the name of the redeeming or exchanging holder equal to the number of Mirion IntermediateCo Class B Common Stock held by such holder that are redeemed or exchanged in such redemption or exchange transaction.

(iii) The shares of Class B Common Stock may be notated with one or more of the following legends:

(A) "THE SHARES REPRESENTED HEREBY ARE SUBJECT TO TRANSFER RESTRICTIONS SET FORTH IN THE CORPORATION'S CERTIFICATE OF INCORPORATION. NO TRANSFER MAY BE EFFECTED EXCEPT IN COMPLIANCE WITH THE TERMS OF THE CERTIFICATE OF INCORPORATION;"

(B) "THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933;" and

(C) Any other legend required by applicable securities laws of any jurisdiction to the extent such laws are applicable to such shares of Class B Common Stock.

(e) *Reservation of Shares of Class A Common Stock.* The Corporation will at all times reserve and keep available out of its authorized and unissued shares of Class A Common Stock, solely for the purpose of the issuance upon redemption or exchange of shares of Mirion IntermediateCo Class B Common Stock, the number of shares of Class A Common Stock that are issuable upon conversion of all outstanding shares of Mirion IntermediateCo Class B Common Stock, pursuant to Section 4.04(e) of the Mirion IntermediateCo Charter (assuming for this purpose that such redemption or exchange is settled in shares of Class A Common Stock). The Corporation covenants that all the shares of Class A Common Stock that are issued upon the redemption or exchange of such shares of Mirion IntermediateCo Class B Common Stock will, upon issuance, be validly issued, fully paid and non-assessable.

(f) *Taxes*. The issuance of shares of Class A Common Stock upon the exercise by holders of shares of Class B Common Stock of their right under Section 4.04 of the Mirion IntermediateCo Charter to cause Mirion IntermediateCo to redeem shares of Mirion IntermediateCo Class B Common Stock will be made without charge to the holders of the shares of Class B Common Stock for any transfer taxes, stamp taxes or duties or other similar tax in respect of the issuance; *provided*, *however*, that if any such shares of Class A Common Stock are to be issued in a name other than that of the then record holder of the shares of Mirion IntermediateCo Class B Common Stock being redeemed or exchanged (or The Depository Trust Company or its nominee for the account of a participant of The Depository Trust Company that will hold the shares for the account of such holder), then such holder and/or the Person in whose name such shares are to be delivered, shall pay to the Corporation the amount of any tax that may be payable in respect of any transfer involved in the issuance or shall establish to the reasonable satisfaction of the Corporation that the tax has been paid or is not payable.

Section 4.04. *Incorporation of Mirion IntermediateCo Charter.* The Corporation will take the actions required, and observe the restrictions, applicable to it set forth under Sections 4.02(b) and 4.04 of the Mirion IntermediateCo Charter.

ARTICLE 5
BYLAWS

The Board of Directors shall have the power to adopt, amend or repeal the bylaws of the Corporation (the "**Bylaws**").

The stockholders may adopt, amend or repeal the Bylaws only with the affirmative vote of the holders of not less than 66 2/3% of the voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class.

ARTICLE 6
BOARD OF DIRECTORS

Section 6.01. *Power of the Board of Directors.* The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 6.02. *Number of Directors*. The number of directors which shall constitute the Board of Directors shall be fixed exclusively by one or more resolutions adopted from time to time solely by the affirmative vote of a majority of the Board of Directors.

Section 6.03. *Election of Directors.*

(a) Each director shall be elected annually by the stockholders and shall serve for a term ending on the date of the annual meeting of stockholders next following the annual meeting at which such director was elected. Notwithstanding the foregoing, each director shall hold office until such director's successor shall have been duly elected and qualified or until such director's earlier death, resignation or removal. In no event will a decrease in the number of directors shorten the term of any incumbent director.

(b) There shall be no cumulative voting in the election of directors. Election of directors need not be by written ballot unless the Bylaws so provide.

Section 6.04. *Vacancies.* Vacancies on the Board of Directors resulting from death, resignation, removal or otherwise and newly created directorships resulting from any increase in the number of directors shall, except as otherwise required by law, be filled solely by a majority of the directors then in office (although less than a quorum) or by the sole remaining director.

Section 6.05. *Removal.* Any director may be removed from office by the stockholders, with or without cause, by the affirmative vote of the holders of not less than a majority of the total voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class.

Section 6.06. *Preferred Stock Directors.* Notwithstanding anything else contained herein, whenever the holders of one or more classes or series of Preferred Stock shall have the right, voting separately as a class or series, to elect directors, the election, term of office, filling of vacancies, removal and other features of such directorships shall be governed by the terms of

such class or series of Preferred Stock adopted by resolution or resolutions adopted by the Board of Directors pursuant to Section 4.02 hereto, and such directors so elected shall not be subject to the provisions of this Article 6 unless otherwise provided therein.

ARTICLE 7
MEETINGS OF STOCKHOLDERS

Section 7.01. *Annual Meetings*. An annual meeting of stockholders for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting shall be held at such place, on such date, and at such time as the Board of Directors shall determine.

Section 7.02. *Special Meetings*. Special meetings of the stockholders may be called only by (a) the Board of Directors acting pursuant to a resolution adopted by a majority of the Board of Directors, (b) the chairman of the Board of Directors or (c) the Chief Executive Officer of the Corporation. Notwithstanding the foregoing, whenever holders of one or more classes or series of Preferred Stock shall have the right, voting separately as a class or series, to elect directors, such holders may call, pursuant to the terms of such class or series of Preferred Stock adopted by resolution or resolutions of the Board of Directors pursuant to Section 4.02 hereto, special meetings of holders of such Preferred Stock.

Section 7.03. *No Action by Written Consent.* Subject to the rights of the holders of any class or series of Preferred Stock then outstanding, as may be set forth in the resolution or resolutions adopted by the Board of Directors pursuant to Section 4.02 hereto for such class or series of Preferred Stock, any action required or permitted to be taken at any annual or special meeting of stockholders may be taken only upon the vote of stockholders at an annual or special meeting duly noticed and called in accordance with the DGCL, as amended from time to time, and this Article 7, and may not be taken by written consent of stockholders without a meeting.

ARTICLE 8
INDEMNIFICATION

Section 8.01. *Limited Liability*. A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director to the fullest extent permitted by the DGCL. Without limiting the effect of the preceding sentence, if the DGCL is hereafter amended to authorize the further elimination or limitation of the liability of a director, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Section 8.02. *Right to Indemnification.*

(a) Each Person (and the heirs, executors or administrators of such Person) who was or is a party or is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such Person is or was a director or officer of the Corporation or is or was

serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise (each, an "**Indemnified Person**"), shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the DGCL. The right to indemnification conferred in this Article 8 shall also include the right to be paid by the Corporation the expenses incurred in connection with any such proceeding in advance of its final disposition to the fullest extent authorized by the DGCL provided, that, such Indemnified Person agrees to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Corporation as authorized in this Article 8. The right to indemnification conferred in this Article 8 shall be a contract right.

(b) The Corporation may, by action of its Board of Directors, provide indemnification to such of the employees and agents of the Corporation to such extent and to such effect as the Board of Directors shall determine to be appropriate and authorized by the DGCL.

Section 8.03. *Insurance*. The Corporation shall have power to purchase and maintain insurance on behalf of any Person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss incurred by such Person in any such capacity or arising out of such Person's status as such, whether or not the Corporation would have the power to indemnify such Person against such liability under the DGCL.

Section 8.04. *Priority of Indemnification.* With respect to any Indemnified Person who has rights to indemnification, advancement of expenses or insurance provided by any stockholder of the Corporation, the Corporation and its respective direct and indirect Subsidiaries (collectively, the "**Company Group**"), then the Company Group shall be primarily liable for all indemnification, reimbursements, advancements or similar payments (the "**Indemnity Obligations**") afforded to such Indemnified Person acting in such capacity or capacities on behalf or at the request of the Board of Directors, the Corporation or any other member of the Company Group, in such capacity, whether the Indemnity Obligations are created by law, organizational or constituent documents, contract or otherwise. Notwithstanding the fact that any stockholder of the Corporation and its Affiliates other than the Company Group (such Persons (excluding any member of the Company Group), together with their respective heirs, successors and assigns, the "**Other Indemnitors**") may have concurrent liability to an Indemnified Person with respect to the Indemnity Obligations, the Corporation hereby agrees that in no event shall the Corporation or any other member of the Company Group have any right or claim against any of the Other Indemnitors for contribution or have rights of subrogation against any Other Indemnitors through an Indemnified Person for any payment made by the Corporation or any other member of the Company Group with respect to any Indemnity Obligation. In addition, the Corporation hereby agrees that no advancement or payment by the Other Indemnitors on behalf of an Indemnified Person with respect to any claim for which an Indemnified Person has sought indemnification from the Corporation or any other member of the Company Group shall affect the foregoing and the Other 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 such Indemnified Person against the Corporation or any other member of the Company Group.

Section 8.05. *Nonexclusivity of Rights.* The rights and authority conferred in this Article 8 shall not be exclusive of any other right that any Person may otherwise have or hereafter acquire.

Section 8.06. *Preservation of Rights.* Neither the amendment nor repeal of this Article 8, nor the adoption of any provision of this Certificate of Incorporation or the Bylaws, nor, to the fullest extent permitted by the DGCL, any modification of law, shall adversely affect any right or protection of any Person granted pursuant hereto existing at, or arising out of or related to any event, act or omission that occurred prior to, the time of such amendment, repeal, adoption or modification (regardless of when any proceeding (or part thereof) relating to such event, act or omission arises or is first threatened, commenced or completed).

ARTICLE 9
CORPORATE OPPORTUNITIES

In the event that a member of the Board of Directors who is not an employee of the Corporation or its Subsidiaries, or any employee or agent of such member, other than someone who is an employee of the Corporation or its Subsidiaries (collectively, the "**Covered Persons**"), acquires knowledge of any business opportunity matter, potential transaction, interest or other matter, even if such business opportunity matter, potential transaction, interest or other matter is one that the Corporation or its Subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so, and each such Covered Persons shall have no duty to communicate or offer such business opportunity matter, potential transaction, interest or other matter to the Corporation (and there shall be no restriction on the Covered Persons using the general knowledge and understanding of the industry in which the Corporation operates which it has gained as a Covered Person in considering and pursuing such business opportunity matter, potential transaction, interest or other matter or in making investment, voting, monitoring, governance or other decisions relating to other entities or securities), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in connection with such individual's service as a member of the Board of Directors of the Corporation (a "**Corporate Opportunity**"), then the Corporation to the maximum extent permitted from time to time under the DGCL (including Section 122(17) thereof):

(a) renounces any expectancy that such Covered Person offer an opportunity to participate in such Corporate Opportunity to the Corporation; and

(b) waives any claim that such opportunity constituted a Corporate Opportunity that should have been presented by such Covered Person to the Corporation or any of its Affiliates.

In addition to and notwithstanding the foregoing, a Corporate Opportunity shall not be deemed to belong to the Corporation if it is a business opportunity that 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. No amendment or repeal of this paragraph shall apply to or have any effect on the liability or alleged liability of any officer, director or stockholder of the Corporation for or with respect to any opportunities of which such officer, director or stockholder becomes aware prior to such amendment or repeal.

ARTICLE 10
EXCLUSIVE FORUM

Section 10.01. *Corporate Claim Exclusive Forum.* Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if and only if the Court of Chancery of the State of Delaware lacks subject matter jurisdiction, any state court located within the State of Delaware or, if and only if all such state courts lack subject matter jurisdiction, the federal district court for the District of Delaware) and any appellate court therefrom shall be the sole and exclusive forum for the following claims or causes of action under the Delaware statutory or common law:

(a) any derivative claim or cause of action brought on behalf of the Corporation;

(b) any claim or cause of action for breach of a fiduciary duty owed by any current or former director, officer or other employee of the Corporation, to the Corporation or the Corporation's stockholders;

(c) any claim or cause of action against the Corporation or any current or former director, officer or other employee of the Corporation, arising out of or pursuant to any provision of the DGCL, this Certificate of Incorporation or the Bylaws (as each may be amended from time to time);

(d) any claim or cause of action seeking to interpret, apply, enforce or determine the validity of this Certificate of Incorporation or the Bylaws (as each may be amended from time to time, including any right, obligation, or remedy thereunder);

(e) any claim or cause of action as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware; and

(f) any claim or cause of action against the Corporation or any current or former director, officer or other employee of the Corporation, governed by the internal-affairs doctrine, in all cases to the fullest extent permitted by law and subject to the court having personal jurisdiction over the indispensable parties named as defendants.

This Section 10.01 shall not apply to claims or causes of action brought to enforce a duty or liability created by the Securities Act of 1933, as amended (the "**Securities Act**"), or the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or any other claim for which the federal courts have exclusive jurisdiction.

Section 10.02. *Securities Act Exclusive Forum.* Unless the Corporation consents in writing to the selection of an alternative forum, to the fullest extent permitted by law, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. This Section 10.02 shall not apply to claims or causes of action brought to enforce a duty or liability created by the Exchange Act, or any other claim for which the federal courts have exclusive jurisdiction.

ARTICLE 11
AMENDMENTS; MISCELLANEOUS; CERTAIN DEFINITIONS

Section 11.01. *Amendments*. The Corporation reserves the right to amend this Certificate of Incorporation in any manner permitted by the DGCL and all rights and powers conferred upon stockholders, directors and officers herein are granted subject to this reservation. Notwithstanding the foregoing, the provisions set forth in Section 4.03 and Articles 5, 6, 7, 8, 9 and this 11 (and any defined terms referenced therein) may not be repealed or amended in any respect, and no other provision may be adopted, amended or repealed which would have the effect of modifying or permitting the circumvention of the provisions set forth therein, unless such action is approved by the affirmative vote of the holders of not less than 66 2/3% of the total voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class.

Section 11.02. *Severability*. If any provision of this Certificate of Incorporation becomes or is declared on any ground by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Certificate of Incorporation, and the court will replace such illegal, void or unenforceable provision of this Certificate of Incorporation with a valid and enforceable provision that most accurately reflects the Corporation's intent, in order to achieve, to the maximum extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Certificate of Incorporation shall be enforceable in accordance with its terms.

Section 11.03. *Deemed Notice*. Any Person holding, owning or otherwise acquiring any interest in any security of the Corporation shall be deemed to have notice of and consented to all of the provisions of this Certificate of Incorporation.

Section 11.04. *Certain Definitions*. As used in this Certificate of Incorporation, unless the context otherwise requires or as set forth in another Article or Section of this Certificate of Incorporation, the term:

(a) "**Affiliate**" means, with respect to any Person, any other person or entity who, as of the relevant time for which the determination of affiliation is being made, directly or indirectly controls, is controlled by or is under common control with such Person.

(b) "**Disposition Event**" means any merger, consolidation or other business combination of the Corporation, whether effectuated through one transaction or series of related transactions (including a tender offer followed by a merger in which holders of Class A Common Stock receive the same consideration per share paid in the tender offer), unless, following such transaction, all or substantially all of the holders of the voting power of all outstanding classes of Common Stock and series of Preferred Stock that are generally entitled to vote in the election of Directors prior to such transaction or series of transactions, continue to hold a majority of the

voting power of the surviving entity (or its parent) resulting from such transaction or series of transactions in substantially the same proportions as immediately prior to such transaction or series of transactions.

(c) "**Mirion IntermediateCo**" means Mirion IntermediateCo, Inc., a Delaware corporation.

(d) "**Mirion IntermediateCo Charter**" means the certificate of incorporation of Mirion IntermediateCo, as it may be amended, restated or otherwise modified from time to time.

(e) "**Mirion IntermediateCo Class B Common Stock**" means the shares of Class B common stock, par value $0.0001 per share, of Mirion IntermediateCo.

(f) "**Paired Interest**" means one share of Class B Common Stock and one share of Mirion IntermediateCo Class B Common Stock, subject to adjustment pursuant to Section 4.03(a)(iv).

(g) "**Person**" means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity.

(h) "**Subsidiary**" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of equity securities or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies 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.

(i) "**Transfer**" of a share of Class B Common Stock means, directly or indirectly, any sale, assignment, exchange, gift, bequest, pledge, hypothecation or other transfer, disposition or encumbrance of such share or any legal or beneficial interest in such share, in whole or in part, whether or not for value and whether voluntary or involuntary or by operation of law; *provided*, *however*, that the following shall not be considered a "Transfer:"

(i) the granting of a revocable proxy to officers or directors of the Corporation at the request of the Board of Directors in connection with actions to be taken at an annual or special meeting of stockholders or in connection with any action by written consent of the stockholders solicited by the Board of Directors;

(ii) entering into a customary voting or support agreement (with or without granting a proxy) in connection with any merger, consolidation or other business combination of the Corporation, whether effectuated through one transaction or series of related transactions (including a tender offer followed by a merger in which holders of Class A Common Stock receive the same consideration per share paid in the tender offer);

(iii) the pledge of shares of capital stock of the Corporation by a stockholder that creates a mere security interest in such shares pursuant to a bona fide loan or indebtedness transaction so long as such stockholder continues to exercise sole voting control over such pledged shares; *provided*, *however*, that a foreclosure on such shares or other similar action by the pledgee shall constitute a "Transfer" hereunder unless subject to an exception in the definition thereof;

(iv) entering into a trading plan pursuant to Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, with a broker or other nominee; *provided*, *however*, that a sale of shares of Class A Common Stock upon redemption or exchange of Mirion IntermediateCo Class B Common Stock pursuant to such plan shall constitute a "Transfer" at the time of such sale unless subject to an exception in the definition thereof; or

(v) the fact that the spouse of any holder of Class B Common Stock possesses or obtains an interest in such holder's shares of Class B Common Stock arising solely by reason of the application of the community property laws of any jurisdiction, so long as no other event or circumstance shall exist or have occurred that constitutes a "Transfer" of such shares of Class B Common Stock.

[*Remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Incorporation this 20th day of October, 2021.

/s/ Thomas R. Knott
Name: Thomas R. Knott
Title: Authorized Signatory

[*Signature Page to Certificate of Incorporation*]

AMENDED AND RESTATED BYLAWS

OF

MIRION TECHNOLOGIES, INC.

* * * * *

ARTICLE 1
OFFICES

Section 1.01. *Registered Office.* The address of the registered office of Mirion Technologies, Inc. (the "**Corporation**") in the State of Delaware is 850 New Burton Road, Suite 201, Dover, Delaware 19904, Kent County. The name of the registered agent of the Corporation at such address is Cogency Global Inc.

Section 1.02. *Other Offices.* The Corporation may also have offices at such other places both within and without the State of Delaware as the board of the directors of the Corporation (the "**Board of Directors**") may from time to time determine or the business of the Corporation may require.

Section 1.03. *Books.* The books of the Corporation may be kept within or without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2
MEETINGS OF STOCKHOLDERS

Section 2.01. *Time and Place of Meetings.* All meetings of stockholders shall be held at such place, either within or without the State of Delaware, on such date and at such time as may be determined from time to time by the Board of Directors (or the chairperson of the Board of Directors in the absence of a designation by the Board of Directors). The Board of Directors may, in its sole discretion, determine that a meeting of the stockholders shall not be held at any place, but instead be held solely by means of remote communication authorized by and in accordance with Section 211(a)(2) of the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended ("**DGCL**").

Section 2.02. *Annual Meetings.* An annual meeting of stockholders shall be held for the election of directors and to transact such other business as may properly be brought before the meeting.

Section 2.03. *Special Meetings.*

(a) Except as otherwise provided in the Corporation's certificate of incorporation (as the same may be modified or further amended, restated, amended and restated or otherwise modified from time to time, the "**Certificate of Incorporation**"), special meetings of the stockholders may be called only by the (i) the Board of Directors acting pursuant to a resolution adopted by a majority of the Board of Directors, (ii) the chairperson of the Board of Directors, (iii) the Chief Executive Officer of the Corporation or (iv) whenever holders of none or more classes of series of preferred stock of the Corporation (the "**Preferred Stock**") shall have the right, voting separately as a class or series, to elect directors, such holders may call, pursuant to the terms of such class or series of Preferred Stock, special meetings of holders of such Preferred Stock.

(b) A special meeting shall be held at such date, time and place as may be fixed by the Board of Directors in accordance with these Amended and Restated Bylaws (these "**Bylaws**").

(c) Business conducted at a special meeting shall be limited to the matters described in the applicable request for such special meeting and any other matters as the Board of Directors shall determine.

Section 2.04. *Notice of Meetings and Adjourned Meetings; Waivers of Notice.* (a) Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, 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 meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by the DGCL, such notice shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder of record entitled to vote at such meeting. The Board of Directors or the chairperson of the meeting may adjourn the meeting to another time or place (whether or not a quorum is present), and notice need not be given of the adjourned meeting if the time, place, if any, 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 meeting, are announced at the meeting at which such adjournment is made. 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, or after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

(b) A written waiver of any such notice signed by the person entitled thereto, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting 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. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 2.05. *Quorum.* Unless otherwise provided under the Certificate of Incorporation or these Bylaws and subject to the DGCL, the presence, in person or by proxy, of the holders of a majority of the total voting power of all outstanding securities of the Corporation generally

entitled to vote at a meeting of stockholders shall constitute a quorum for the transaction of business, except that when specified business is to be voted on by a class or series of securities voting as a separate class or series, the holders of a majority in voting power of the outstanding securities of such class or series shall constitute a quorum of such class or series. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the chairperson of the meeting or a majority in voting interest of the stockholders present in person or represented by proxy may adjourn the meeting without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted that might have been transacted at the meeting as originally notified.

Section 2.06. *Voting.* (a) Unless otherwise provided in the Certificate of Incorporation and subject to the DGCL, each stockholder shall be entitled to one vote for each outstanding share of capital stock of the Corporation held by such stockholder. Any share of capital stock of the Corporation held by the Corporation shall have no voting rights. Except as otherwise required by law, the Certificate of Incorporation or these Bylaws, in all matters other than the election of directors, the affirmative vote of the holders of a majority of the votes cast at the meeting on the subject matter shall be the act of the stockholders. Abstentions and broker non-votes shall not be counted as votes cast. Subject to the rights of the holders of any class or series of preferred stock to elect additional directors under specific circumstances, as may be set forth in the certificate of designations for such class or series of preferred stock, directors shall be elected by a plurality of the votes of the shares of capital stock of the Corporation present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

(b) Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, appointed by an instrument in writing, subscribed by such stockholder or by his attorney thereunto authorized, or by proxy sent by cable, telegram or by any means of electronic communication permitted by law, which results in a writing from such stockholder or by his attorney, and delivered to the secretary of the meeting. No proxy shall be voted after three (3) years from its date, unless said proxy provides for a longer period.

Section 2.07. *No Action by Written Consent.* (a) Subject to the rights of the holders of any class or series of preferred stock then outstanding as may be set forth in the certificate of designations for such class or series of preferred stock or except as provided for in the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of stockholders may be taken only upon the vote of stockholders at an annual or special meeting duly noticed and called in accordance with the DGCL and may not be taken by written consent of stockholders without a meeting.

Section 2.08. *Organization.* At each meeting of stockholders, the chairperson of the Board of Directors, if one shall have been elected, or in the chairperson's absence or if one shall not have been elected, the director designated by the vote of the majority of the directors present at such meeting, shall act as chairperson of the meeting. The Secretary (or in the Secretary's absence or inability to act, the person whom the chairperson of the meeting shall appoint secretary of the meeting) shall act as secretary of the meeting and keep the minutes thereof.

Section 2.09. *Order of Business.* The order of business at all meetings of stockholders shall be as determined by the chairperson of the meeting.

Section 2.10. *Nomination of Directors and Proposal of Other Business.*

(a) *Annual Meetings of Stockholders*. (i) Nominations of persons for election to the Board of Directors or the proposal of other business to be transacted by the stockholders at an annual meeting of stockholders may be made only (A) pursuant to the Corporation's notice of meeting (or any supplement thereto), (B) by or at the direction of the Board of Directors or any committee thereof (C) as may be provided in the certificate of designations for any class or series of preferred stock or (D) by any stockholder of the Corporation who is a stockholder of record at the time of giving of notice provided for in paragraph (ii) of this Section 2.10(a) and at the time of the annual meeting, who shall be entitled to vote at the meeting and who complies with the procedures set forth in this Section 2.10(a), and, except as otherwise required by law, any failure to comply with these procedures shall result in the nullification of such nomination or proposal.

(ii) For nominations or other business to be properly brought before an annual meeting of stockholders by a stockholder pursuant to Section 2.10(a)(i)(D), the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation and any such proposed business (other than the nominations of persons for election to the Board of Directors) must constitute a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to, or mailed and received by, the Secretary of the Corporation at the principal executive offices of the Corporation not less than 120 days nor more than 150 days prior to the first anniversary of the preceding year's annual meeting of stockholders; *provided*, *however*, that in the event that the date of the annual meeting is advanced more than 30 days prior to such anniversary date or delayed more than 70 days after such anniversary date then to be timely such notice must be received by the Corporation no earlier than 120 days prior to such annual meeting and no later than the later of 70 days prior to the date of the meeting or the 10th day following the day on which public announcement of the date of the meeting was first made by the Corporation. In no event shall the adjournment or postponement of any meeting, or any announcement thereof, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(iii) A stockholder's notice to the Secretary shall set forth (A) as to each person whom the stockholder proposes to nominate for election or reelection as a director: (1) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934 (as amended (together with the rules and regulations promulgated thereunder), the "**Exchange Act**") including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; and (2) a reasonably detailed description of any compensatory, payment or other financial agreement, arrangement or understanding that such person has with any other person or entity other than the Corporation including the amount of any payment or payments received or receivable thereunder, in each case in connection with candidacy or service as a director of the Corporation (a "**Third-Party Compensation Arrangement**"), (B) as to any other

business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend these Bylaws, the text of the proposed amendment), the reasons for conducting such business and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made and (C) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the proposal is made:

(1) the name and address of such stockholder (as they appear on the Corporation's books) and any such beneficial owner;

(2) for each class or series, the number of shares of capital stock of the Corporation that are held of record or are beneficially owned by such stockholder and by any such beneficial owner;

(3) a description of any agreement, arrangement or understanding between or among such stockholder and any such beneficial owner, any of their respective affiliates or associates, and any other person or persons (including their names) in connection with the proposal of such nomination or other business;

(4) a description of any agreement, arrangement or understanding (including, regardless of the form of settlement, any derivative, long or short positions, profit interests, forwards, futures, swaps, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions and borrowed or loaned shares) that has been entered into by or on behalf of, or any other agreement, arrangement or understanding that has been made, the effect or intent of which is to create or mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such stockholder or any such beneficial owner with respect to the Corporation's securities;

(5) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to bring such nomination or other business before the meeting;

(6) a representation as to whether such stockholder or any such beneficial owner intends or is part of a group that intends to (i) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the voting power of the Corporation's outstanding capital stock required to approve or adopt the proposal or to elect each such nominee and/or (ii) otherwise to solicit proxies from stockholders in support of such proposal or nomination;

(7) any other information relating to such stockholder, beneficial owner, if any, or director nominee or proposed business that would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies in support of such nominee or proposal pursuant to Section 14 of the Exchange Act; and

(8) such other information relating to any proposed item of business as the Corporation may reasonably require to determine whether such proposed item of business is a proper matter for stockholder action.

If requested by the Corporation, the information required under clauses 2.10(a)(iii)(C)(2), (3) and (4) of the preceding sentence of this Section 2.10 shall be supplemented by such stockholder and any such beneficial owner not later than 10 days after the record date for the meeting to disclose such information as of the record date.

(b) *Special Meetings of Stockholders.* Except to the extent required by the DGCL, and subject to Section 2.03 of these Bylaws, special meetings of stockholders may be called only in accordance with the Certificate of Incorporation. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. If the election of directors is included as business to be brought before a special meeting in the Corporation's notice of meeting, then nominations of persons for election to the Board of Directors at a special meeting of stockholders may be made by any stockholder who is a stockholder of record at the time of giving of notice provided for in this Section 2.10(b) and at the time of the special meeting, who shall be entitled to vote at the meeting and who complies with the procedures set forth in this Section 2.10(b). For nominations to be properly brought by a stockholder before a special meeting of stockholders pursuant to this Section 2.10(b), the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a stockholder's notice shall be delivered to or mailed and received at the principal executive offices of the Corporation (A) not earlier than 150 days prior to the date of the special meeting nor (B) later than the later of 120 days prior to the date of the special meeting or the 10th day following the day on which public announcement of the date of the special meeting was first made. A stockholder's notice to the Secretary shall comply with the notice requirements of Section 2.10(a)(iii).

(c) *General*. (i) To be eligible to be a nominee for election as a director, the proposed nominee must provide to the Secretary of the Corporation in accordance with the applicable time periods prescribed for delivery of notice under Section 2.10(a)(ii) or Section 2.10(b): (1) a completed D&O questionnaire (in the form provided by the secretary of the Corporation at the request of the nominating stockholder) containing information regarding the nominee's background and qualifications and such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as a director of the Corporation or to serve as an independent director of the Corporation, (2) a written representation that, unless previously disclosed to the Corporation, the nominee is not and will not become a party to any voting agreement, arrangement or understanding with any person or entity as to how such nominee, if elected as a director, will vote on any issue or that could interfere with such person's ability to comply, if elected as a director, with his/her fiduciary duties under applicable law, (3) a written representation and agreement that, unless previously disclosed to the Corporation pursuant to Section 2.10(a)(iii)(A)(2), the nominee is not and will not become a party to any Third-Party Compensation Arrangement and (4) a written representation that, if elected as a director, such nominee would be in compliance and will

continue to comply with the Corporation's corporate governance guidelines as disclosed on the Corporation's website, as amended from time to time. At the request of the Board of Directors, any person nominated by the Board of Directors for election as a director shall furnish to the Secretary of the Corporation the information that is required to be set forth in a stockholder's notice of nomination that pertains to the nominee.

(ii) No person shall be eligible to be nominated by a stockholder to serve as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 2.10. No business proposed by a stockholder shall be conducted at a stockholder meeting except in accordance with this Section 2.10.

(iii) The chairperson of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed by these Bylaws or that business was not properly brought before the meeting, and if he/she should so determine, he/she shall so declare to the meeting and the defective nomination shall be disregarded or such business shall not be transacted, as the case may be. Notwithstanding the foregoing provisions of this Section 2.10, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or other proposed business, such nomination shall be disregarded or such proposed business shall not be transacted, as the case may be, notwithstanding that proxies in respect of such vote may have been received by the Corporation and counted for purposes of determining a quorum. For purposes of this Section 2.10, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such 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.

(iv) Without limiting the foregoing provisions of this Section 2.10, a stockholder shall also comply with all applicable requirements of the Exchange Act with respect to the matters set forth in this Section 2.10; *provided*, *however*, that any references in these Bylaws to the Exchange Act are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to this Section 2.10, and compliance with 2.10(a)(i)(C) and 2.10(b) shall be the exclusive means for a stockholder to make nominations or submit other business (other than as provided in Section 2.10(c)(v)).

(v) Notwithstanding anything to the contrary, the notice requirements set forth herein with respect to the proposal of any business pursuant to this Section 2.10 shall be deemed satisfied by a stockholder if such stockholder has submitted a proposal to the Corporation in compliance with Rule 14a-8 under the Exchange Act, and such stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for the meeting of stockholders.

ARTICLE 3
DIRECTORS

Section 3.01. *General Powers.* Except as otherwise provided in the DGCL or the Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 3.02. *Number, Election and Term Of Office.* Subject to the Certificate of Incorporation, the number of directors which shall constitute the whole Board of Directors shall be fixed from time to time solely by resolution adopted by a majority of the Board of Directors. As set forth in Article 6 of the Certificate of Incorporation, each director shall be elected annually by the stockholders. Except as otherwise provided in the Certificate of Incorporation, each director shall serve for a term ending on the date of the annual meeting of stockholders next following the annual meeting at which such director was elected. Notwithstanding the foregoing, each director shall hold office until such director's successor shall have been duly elected and qualified or until such director's earlier death, resignation or removal. Directors need not be stockholders.

Section 3.03. *Quorum and Manner of Acting.* Unless the Certificate of Incorporation or these Bylaws require a greater number, a majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors and, except as otherwise expressly required by law or by the Certificate of Incorporation, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. When a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Board of Directors may transact any business which might have been transacted at the original meeting. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat shall adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.04. *Time and Place of Meetings.* The Board of Directors shall hold its meetings at such place, either within or without the State of Delaware, and at such time as may be determined from time to time by the Board of Directors (or the chairperson of the Board of Directors in the absence of a determination by the Board of Directors).

Section 3.05. *Annual Meeting.* The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the Board of Directors may be held at such place either within or without the State of Delaware, on such date and at such time as shall be specified in a notice thereof given as hereinafter provided in Section 3.07 herein or in a waiver of notice thereof signed by any director who chooses to waive the requirement of notice.

Section 3.06. *Regular Meetings.* After the place and time of regular meetings of the Board of Directors shall have been determined and notice thereof shall have been once given to each member of the Board of Directors, regular meetings may be held without further notice being given.

Section 3.07. *Special Meetings.* Special meetings of the Board of Directors may be called by the chairperson of the Board of Directors, the Chief Executive Officer or on the written request of a majority of the Board of Directors. Notice of special meetings of the Board of Directors shall be given to each director at least 48 hours before the date of the meeting in such manner as is determined by the Board of Directors.

Section 3.08. *Committees.* The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors 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. In the absence or disqualification of a member of a committee, 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 of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the DGCL to be submitted to the stockholders for approval or (b) adopting, amending or repealing any Bylaw of the Corporation. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 3.09. *Action by 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 of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions, are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 3.10. *Telephonic Meetings.* Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or such committee, as the case may be, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 3.11. *Resignation.* Any director may resign from the Board of Directors at any time by giving notice to the Board of Directors or to the Secretary of the Corporation in writing or by electronic transmission. The resignation of any director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.12. *Vacancies.* Unless otherwise provided in the Certificate of Incorporation, vacancies on the Board of Directors resulting from death, resignation, removal or otherwise and newly created directorships resulting from any increase in the number of directors shall, except as otherwise required by law, be filled solely by a majority of the directors then in office (although less than a quorum) or by the sole remaining director, and each director so elected shall hold office until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal. If there are no directors in office, then an election of directors may be held in accordance with the DGCL. Unless otherwise provided in the Certificate of Incorporation, when one or more directors shall resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in the filling of the other vacancies.

Section 3.13. *Removal.* Any director or the entire Board of Directors may be removed, with or without cause, at any time by the affirmative vote of the holders of a majority of the outstanding capital stock of the Corporation then entitled to vote at any election of directors and the vacancies thus created may be filled in accordance with Section 3.12 herein.

Section 3.14. *Compensation.* Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board of Directors shall have authority to fix the compensation of directors, including fees and reimbursement of expenses.

Section 3.15. *Preferred Stock Directors.* Notwithstanding anything else contained herein, whenever the holders of one or more classes or series of preferred stock shall have the right, voting separately as a class or series, to elect directors, the election, term of office, filling of vacancies, removal and other features of such directorships shall be governed by the terms of the resolutions applicable thereto adopted by the Board of Directors pursuant to the Certificate of Incorporation, and such directors so elected shall not be subject to the provisions of Sections 3.02, 3.12 and 3.13 of this Article 3 unless otherwise provided therein.

ARTICLE 4
OFFICERS

Section 4.01. *Officers.* The officers of the Corporation shall be a Chief Executive Officer, a Chief Financial Officer, one or more Vice Presidents, a Treasurer and a Secretary, who shall have the duty, among other things, to record the proceedings of the meetings of stockholders and directors in a book kept for that purpose. The Corporation may also have such other officers, including one or more Controllers, Assistant Controllers, Assistant Treasurers or Assistant Secretaries. One person may hold the offices and perform the duties of any two or more of said offices, except that no one person shall hold the offices and perform the duties of Chief Executive Officer and Secretary.

Section 4.02. *Appointment, Term of Office and Remuneration.* The officers of the Corporation shall be appointed by, and the remuneration of the officers of the Corporation shall be fixed by, the Board of Directors or any other officer authorized by the Board of Directors;

provided, *however*, the ability of any officer to appoint officers of the Corporation, specify the duties thereof or fix the compensation thereof may be limited or restricted by a resolution of the Board of Directors. Each such officer shall hold office until such officer's successor is appointed, or until such officer's earlier death, resignation or removal. Any vacancy in any office shall be filled in such manner as the Board of Directors or any officer authorized by the Board of Directors shall determine.

Section 4.03. *Removal.* Any officer may be removed, with or without cause, at any time, by resolution adopted by the Board of Directors or by any officer authorized by the Board of Directors; *provided*, *however*, the ability of any officer to remove officers of the Corporation may be limited or restricted by a resolution of the Board of Directors.

Section 4.04. *Resignations.* Any officer may resign at any time by giving notice to the Board of Directors or Chief Executive Officer (or to an officer if the Board of Directors has delegated to such officer the power to appoint and to remove such officer) in writing or by electronic transmission. The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.05. *Powers and Duties.* The officers of the Corporation shall have such powers and perform such duties incident to each of their respective offices and such other duties as may from time to time be conferred upon or assigned to them by the Board of Directors.

ARTICLE 5
CAPITAL STOCK

Section 5.01. *Uncertificated Shares.* The shares of the Corporation shall be uncertificated, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be represented by certificates or a combination of certificated and uncertificated shares. Any such resolution that shares of a class or series will only be uncertificated shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Except as otherwise required by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of shares represented by certificates of the same class and series shall be identical. Every holder of stock represented by certificates shall be entitled to have a certificate signed by any two officers of the Corporation, such officers to be designated by the Corporation in its sole discretion. All officers of the Corporation are authorized by these Bylaws to provide such signature. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue. A Corporation shall not have power to issue a certificate in bearer form.

Section 5.02. *Transfer of Shares.* Shares of the stock of the Corporation may be transferred on the record of stockholders of the Corporation by the holder thereof or by such

holder's duly authorized attorney upon surrender of a certificate therefor properly endorsed or upon receipt of proper transfer instructions from the registered holder of uncertificated shares or by such holder's duly authorized attorney and upon compliance with appropriate procedures for transferring shares in uncertificated form, unless waived by the Corporation.

Section 5.03. *Authority for Additional Rules Regarding Transfer.* The Board of Directors shall have the power and authority to make all such rules and regulations as they may deem expedient concerning the issue, transfer and registration of certificated or uncertificated shares of the stock of the Corporation, as well as for the issuance of new certificates in lieu of those which may be lost or destroyed, and may require of any stockholder requesting replacement of lost or destroyed certificates, bond in such amount and in such form as they may deem expedient to indemnify the Corporation, and/or the transfer agents, and/or the registrars of its stock against any claims arising in connection therewith.

ARTICLE 6
GENERAL PROVISIONS

Section 6.01. *Fixing the Record Date.* (a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing such record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If the Board of Directors 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 of Directors 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 of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is 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* that the Board of Directors may in its discretion or as required by law fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall fix the same date or an earlier date as the record date for stockholders entitled to notice of such adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors 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 of Directors adopts the resolution relating thereto.

Section 6.02. *Dividends.* Subject to limitations contained in the DGCL and the Certificate of Incorporation, the Board of Directors may declare and pay dividends upon the shares of capital stock of the Corporation, which dividends may be paid either in cash, in property or in shares of the capital stock of the Corporation.

Section 6.03. *Year.* The fiscal year of the Corporation shall commence on January 1 and end on December 31 of each year.

Section 6.04. *Corporate Seal.* The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced.

Section 6.05. *Voting of Stock Owned by the Corporation.* The Board of Directors may authorize any person, on behalf of the Corporation, to attend, vote at and grant proxies to be used at any meeting of stockholders of any corporation (except this Corporation) in which the Corporation may hold stock.

Section 6.06. *Amendments.* These Bylaws or any of them may be altered, amended or repealed, or new Bylaws may be made, by the stockholders entitled to vote thereon at any annual or special meeting thereof or by the Board of Directors. Unless a higher percentage is required by the Certificate of Incorporation as to any matter that is the subject of these Bylaws, all such amendments must be approved by the affirmative vote of the holders of not less than 66 2/3% of the total voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class, or by a majority of the Board of Directors.

Exhibit 4.1

NUMBER

NUMBER
C
SHARES
SEE REVERSE FOR
CERTAIN
DEFINITIONS
CUSIP 60471A 101

MIRION TECHNOLOGIES, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE
CLASS A COMMON STOCK

This Certifies that _____

is the owner of _____

FULLY PAID AND NON-ASSESSABLE SHARES OF CLASS A COMMON STOCK OF THE PAR VALUE OF $0.0001 EACH OF

MIRION TECHNOLOGIES, INC.
(THE "COMPANY")

transferable on the books of the Company in person or by duly authorized attorney upon surrender of this certificate properly endorsed.

This certificate is not valid unless countersigned by the Transfer Agent and registered by the Registrar.

Witness the facsimile signatures of its duly authorized officers.

Secretary	[Corporate Seal] Delaware	Principal Executive Officer
_____		_____

MIRION TECHNOLOGIES, INC.

The Company will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof of the Company and the qualifications, limitations, or restrictions of such preferences and/or rights. This certificate and the shares represented thereby are issued and shall be held subject to all the provisions of the Company's amended and restated certificate of incorporation and all amendments thereto and resolutions of the Board of Directors providing for the issue of securities (copies of which may be obtained from the secretary of the Company), to all of which the holder of this certificate by acceptance hereof assents. The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	—	as tenants in common	UNIF GIFT MIN ACT	—	_____ Custodian _____ (Cust) (Minor)
TEN ENT	—	as tenants by the entireties			Under Uniform Gifts to Minors Act
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common			_____ (State)

Additional abbreviations may also be used though not in the above list.

For value received, _____ *hereby sell(s), assign(s) and transfer(s) unto*

(PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER(S) OF ASSIGNEE(S))

(PLEASE PRINT OR TYPEWRITE NAME(S) AND ADDRESS(ES), INCLUDING ZIP CODE, OF ASSIGNEE(S))

Shares of the capital stock represented by the within Certificate, and do(es) hereby irrevocably constitutes and appoints

Attorney to transfer the said stock on the books of the within named Company with full power of substitution in the premises.

Dated:

NOTICE: THE SIGNATURE(S) TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

Signature(s) Guaranteed:
By

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15 (OR ANY SUCCESSOR RULE) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED).

Exhibit 4.2

Form of Warrant Certificate

[FACE]

Number

Warrants

THIS WARRANT SHALL BE NULL AND VOID IF NOT EXERCISED PRIOR TO THE EXPIRATION OF THE EXERCISE PERIOD PROVIDED FOR IN THE WARRANT AGREEMENT DESCRIBED BELOW

Mirion Technologies, Inc.
Incorporated Under the Laws of the State of Delaware

CUSIP 60471A 119

Warrant Certificate

This Warrant Certificate certifies that , or registered assigns, is the registered holder of warrant(s) evidenced hereby (the "**Warrants**" and each, a "**Warrant**") to purchase shares of Class A common stock, $0.0001 par value per share ("**Common Stock**"), of Mirion Technologies, Inc., a Delaware corporation (the "**Company**"). Each Warrant entitles the holder, upon exercise during the period set forth in the Warrant Agreement referred to below, to receive from the Company that number of fully paid and non-assessable shares of Common Stock as set forth below, at the exercise price (the "**Exercise Price**") as determined pursuant to the Warrant Agreement, payable in lawful money (or through "cashless exercise" as provided for in the Warrant Agreement) of the United States of America upon surrender of this Warrant Certificate and payment of the Exercise Price at the office or agency of the Warrant Agent referred to below, subject to the conditions set forth herein and in the Warrant Agreement. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Each whole Warrant is initially exercisable for one fully paid andnon-assessable share of Common Stock. No fractional shares will be issued upon exercise of any Warrant. If, upon the exercise of Warrant, a holder would be entitled to receive a fractional interest in a share, the Company will, upon exercise, round down to the nearest whole number of the number of shares of Common Stock to be issued to the holder. The number of shares of Common Stock issuable upon exercise of the Warrants is subject to adjustment upon the occurrence of certain events as set forth in the Warrant Agreement.

The initial Exercise Price per share of Common Stock for any Warrant is equal to $11.50 per whole share. The Exercise Price is subject to adjustment upon the occurrence of certain events as set forth in the Warrant Agreement.

Subject to the conditions set forth in the Warrant Agreement, the Warrants may be exercised only during the Exercise Period and to the extent not exercised by the end of such Exercise Period, such Warrants shall become null and void.

Reference is hereby made to the further provisions of this Warrant Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent, as such term is used in the Warrant Agreement.

This Warrant Certificate shall be governed by and construed in accordance with the internal laws of the State of New York.

MIRION TECHNOLOGIES, INC.

By: _____
Name:
Title:

CONTINENTAL STOCK TRANSFER & TRUST COMPANY, AS WARRANT AGENT

By: _____
Name:
Title:

[Form of Warrant Certificate]

[Reverse]

The Warrants evidenced by this Warrant Certificate are part of a duly authorized issue of Warrants entitling the holder on exercise to receive shares of Common Stock and are issued or to be issued pursuant to a Warrant Agreement dated as of June 29, 2020 (the "**Warrant Agreement**"), duly executed and delivered by the Company to Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (or successor warrant agent) (collectively, the "**Warrant Agent**"), which Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders (the words "**holders**" or "**holder**" meaning the Registered Holders or Registered Holder, respectively) of the Warrants. A copy of the Warrant Agreement may be obtained by the holder hereof upon written request to the Company. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Warrants may be exercised at any time during the Exercise Period set forth in the Warrant Agreement. The holder of Warrants evidenced by this Warrant Certificate may exercise them by surrendering this Warrant Certificate, with the form of Election to Purchase set forth hereon properly completed and executed, together with payment of the Exercise Price as specified in the Warrant Agreement (or through "cashless exercise" as provided for in the Warrant Agreement) at the designated office(s) of the Warrant Agent. In the event that upon any exercise of Warrants evidenced hereby the number of Warrants exercised shall be less than the total number of Warrants evidenced hereby, there shall be issued to the holder hereof or his, her or its assignee, a new Warrant Certificate evidencing the number of Warrants not exercised.

Notwithstanding anything else in this Warrant Certificate or the Warrant Agreement, no Warrant may be exercised unless at the time of exercise (i) a registration statement covering the shares of Common Stock to be issued upon exercise is effective under the Securities Act and (ii) a prospectus thereunder relating to the shares of Common Stock is current, except through "cashless exercise" as provided for in the Warrant Agreement.

The Warrant Agreement provides that upon the occurrence of certain events the number of shares of Common Stock issuable upon exercise of the Warrants set forth on the face hereof may, subject to certain conditions, be adjusted. If, upon exercise of a Warrant, the holder thereof would be entitled to receive a fractional interest in a share of Common Stock, the Company shall, upon exercise, round down to the nearest whole number of shares of Common Stock to be issued to the holder of the Warrant.

Warrant Certificates, when surrendered at the designated office(s) of the Warrant Agent by the Registered Holder thereof in person or by legal representative or attorney duly authorized in writing, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor evidencing in the aggregate a like number of Warrants.

Upon due presentation for registration of transfer of this Warrant Certificate at the office(s) of the Warrant Agent a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants shall be issued to the transferee(s) in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant Agreement, without charge except for any tax or other third-party charges imposed in connection therewith.

The Company and the Warrant Agent may deem and treat the Registered Holder(s) hereof as the absolute owner(s) of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone), for the purpose of any exercise hereof, of any distribution to the holder(s) hereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary. Neither the Warrants nor this Warrant Certificate entitles any holder hereof to any rights of a stockholder of the Company.

Election to Purchase

(To Be Executed Upon Exercise of Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, to receive shares of Common Stock and herewith tenders payment for such shares of Common Stock to the order of Mirion Technologies, Inc. (the "**Company**") in the amount of $ in accordance with the terms hereof. The undersigned requests that a certificate for such shares of Common Stock be registered in the name of , whose address is and that such shares of Common Stock be delivered to whose address is . If said number of shares of Common Stock is less than all of the shares of Common Stock purchasable hereunder, the undersigned requests that a new Warrant Certificate representing the remaining balance of such shares of Common Stock be registered in the name of , whose address is , and that such Warrant Certificate be delivered to , whose address is .

In the event that the Warrant has been called for redemption by the Company pursuant to Section 6.1 or Section 6.2 of the Warrant Agreement and the Company has required cashless exercise pursuant to Section 6.4 of the Warrant Agreement, the number of shares of Common Stock that this Warrant is exercisable for shall be determined in accordance with subsection 3.3.1(b) and Section 6.4 of the Warrant Agreement.

In the event that the Warrant is a Sponsor Warrant that is to be exercised on a "cashless" basis pursuant to subsection 3.3.1(c) of the Warrant Agreement, the number of shares of Common Stock that this Warrant is exercisable for shall be determined in accordance with subsection 3.3.1(c) of the Warrant Agreement.

In the event that the Warrant is to be exercised on a "cashless" basis pursuant to Section 7.4 of the Warrant Agreement, the number of shares of Common Stock that this Warrant is exercisable for shall be determined in accordance with Section 7.4 of the Warrant Agreement.

In the event that the Warrant may be exercised, to the extent allowed by the Warrant Agreement, through cashless exercise (i) the number of shares of Common Stock that this Warrant is exercisable for would be determined in accordance with the relevant section of the Warrant Agreement which allows for such cashless exercise and (ii) the holder hereof shall complete the following: The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, through the cashless exercise provisions of the Warrant Agreement, to receive shares of Common Stock. If said number of shares of Common Stock is less than all of the shares of Common Stock purchasable hereunder (after giving effect to the cashless exercise), the undersigned requests that a new Warrant Certificate representing the remaining balance of such shares of Common Stock be registered in the name of , whose address is , and that such Warrant Certificate be delivered to , whose address is .

Date:

(Signature)

(Address)

(Tax Identification Number)

Signature Guaranteed:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO SEC RULE 17Ad-15 (OR ANY SUCCESSOR RULE) UNDER THE SECURITIES EXCHANGE ACT, OF 1934, AS AMENDED).

Exhibit 10.1

Execution Version

CREDIT AGREEMENT

dated as of October 20, 2021

among

MIRION TECHNOLOGIES (HOLDINGSUB2), LTD.,
as Holdings,

MIRION TECHNOLOGIES (US HOLDINGS), INC.,
as the Parent Borrower,

MIRION TECHNOLOGIES (US), INC.,
as the Subsidiary Borrower,

THE OTHER BORROWERS
FROM TIME TO TIME PARTY HERETO,

THE SEVERAL LENDERS
FROM TIME TO TIME PARTY HERETO,

CITIBANK, N.A.,
as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer and a Lender,

GOLDMAN SACHS LENDING PARTNERS LLC,
CITIBANK, N.A.,
JEFFERIES FINANCE LLC
and
JPMORGAN CHASE BANK, N.A.,
as Joint Lead Arrangers and Bookrunners

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EXHIBITS

CREDIT AGREEMENT

CREDIT AGREEMENT, dated as of October 20, 2021, among MIRION TECHNOLOGIES (HOLDINGSUB2), LTD., a limited liability company incorporated in England and Wales with company number 09299632 ("**Holdings**"), MIRION TECHNOLOGIES (US HOLDINGS), INC., a Delaware corporation (the "**Parent Borrower**"), MIRION TECHNOLOGIES (US), INC., a Delaware corporation (the "**Company**" or "**Subsidiary Borrower**"), the other persons listed on the signature pages hereto as borrowers (such borrowers, collectively with the Parent Borrower, the Subsidiary Borrower and any Additional Borrowers (as defined below), the "**Borrowers**" and each a "**Borrower**"), the lending institutions from time to time parties hereto (each, a "**Lender**" and, collectively, the "**Lenders**") and CITIBANK, N.A. ("**Citi**"), as the Administrative Agent, the Collateral Agent and a Letter of Credit Issuer (such terms and each other capitalized term used but not defined in this preamble having the meaning provided in Section 1).

WHEREAS, pursuant to the terms of the Transaction Agreement, GS Acquisition Holdings Corp II, a Delaware corporation (the "**Parent**"), intends to acquire (the "**Acquisition**"), directly or indirectly, not less than a majority of the issued and outstanding Equity Interests of Mirion Technologies (TopCo), Ltd., a Jersey private company limited by shares (together with its subsidiaries, the "**Target**");

WHEREAS, in connection with the Transactions, the Parent is anticipated to issue or sell Qualified Stock to Goldman Sachs & Co. LLC ("**GS & Co.**") or an Affiliate of GS & Co. and/or one or more other investors in a private placement (the "**PIPE Financing**");

WHEREAS, (a) the Borrowers have requested that the Lenders extend credit to the Borrowers in the form of $830,000,000 in aggregate principal amount of Initial Term Loans to be borrowed on the Closing Date and Revolving Credit Loans made available to the Borrowers at any time and from time to time prior to the Revolving Credit Maturity Date in an aggregate principal amount at any time outstanding not in excess of $90,000,000 *less* the sum of (1) the aggregate Letters of Credit Outstanding at such time and (2) the aggregate Ancillary Outstandings at such time and (b) the Parent Borrower and the Subsidiary Borrower have requested (i) the Letter of Credit Issuers to issue Letters of Credit at any time and from time to time prior to the L/C Facility Maturity Date and (ii) to deem the letters of credit identified on Schedule 1.1(d) to be Letters of Credit for all purposes under this Agreement, collectively, in an aggregate Dollar Equivalent Stated Amount at any time outstanding not in excess of $50,000,000; and

WHEREAS, the Lenders and Letter of Credit Issuers are willing to make available to the Borrowers such term loan and revolving credit and letter of credit facilities upon the terms and subject to the conditions set forth herein.

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

Section 1. Definitions

1.1 Defined Terms. As used herein, the following terms shall have the meanings specified in this Section 1.1 unless the context otherwise requires (it being understood that defined terms in this Agreement shall include in the singular number the plural and in the plural the singular):

"**ABR**" shall mean for any day a fluctuating rate *per annum* equal to the highest of (i) the Federal Funds Effective Rate *plus* 1/2 of 1%, (ii) the rate of interest in effect for such day as determined from time to time by the Administrative Agent as its "prime rate" at its principal office in New York City and notified to the Borrower, and (iii) the rate *per annum* determined in the manner set forth in clause (a) of the definition

of Eurocurrency Rate *plus* 1%; provided that notwithstanding the foregoing, in no event shall the ABR applicable to (i) Initial Term Loans at any time be less than 1.50% *per annum* or (ii) Revolving Credit Loans at any time be less than 1.00% *per annum.* Any change in the ABR due to a change in such rate or in the Federal Funds Effective Rate or Eurocurrency Rate shall take effect at the opening of business on the day of such change.

"**ABR Loan**" shall mean each Loan bearing interest based on the ABR.

"**Acceptable Intercreditor Agreement**" shall mean any Market Intercreditor Agreement or another intercreditor agreement that is reasonably satisfactory to the Parent Borrower and the Administrative Agent (which may, if applicable, consist of a payment "waterfall").

"**Acquired EBITDA**" shall mean, with respect to any Acquired Entity or Business or any Converted Restricted Subsidiary (any of the foregoing, a "**Pro Forma Entity**") for any period, the amount for such period of Consolidated EBITDA of such Pro Forma Entity, determined on a consolidated basis for such Pro Forma Entity.

"**Acquired Entity or Business**" shall have the meaning provided in the definition of the term Pro Forma Basis.

"**Acquired Indebtedness**" shall mean, with respect to any specified Person, (i) Indebtedness of any other Person existing at the time such other Person is merged, consolidated, or amalgamated with or into or became a Restricted Subsidiary of such specified Person, including Indebtedness incurred in connection with, or in contemplation of, such other Person merging, consolidating, or amalgamating with or into or becoming a Restricted Subsidiary of such specified Person, and (ii) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"**Acquisition**" shall have the meaning provided in the recitals of this Agreement.

"**Additional Agreement**" shall have the meaning provided in Section 12.13(a).

"**Additional Borrower**" shall mean each Additional Revolving Borrower and each Subsidiary Ancillary Borrower.

"**Additional Borrower Agreement**" shall mean the Additional Borrower Agreement substantially in the form of Exhibit N.

"**Additional ECF Prepayment Reduction Amounts**" shall mean the sum, without duplication, of:

(a) without duplication of amounts deducted pursuant to clause (d) below in prior periods, the amount of Capital Expenditures or acquisitions of Intellectual Property accrued or made in cash during such period, except to the extent that such Capital Expenditures or acquisitions were financed with the proceeds of long-term Indebtedness (other than revolving Indebtedness) of the Parent Borrower or the Restricted Subsidiaries,

(b) without duplication of amounts deducted pursuant to clause (d) below in prior periods, the aggregate amount of cash consideration paid by the Parent Borrower and the Restricted Subsidiaries (on a consolidated basis) in connection with Investments (including acquisitions (but excluding Permitted Investments of the type described in clauses (i) and (ii) of the definition thereof)) made during such period constituting Permitted Investments or made pursuant to Section 10.5 to the extent that such Investments were not financed with the proceeds received from (1) the issuance or incurrence of long-term Indebtedness or (2) the issuance of Equity Interests,

(c) the amount of Restricted Payments paid in cash during such period (on a consolidated basis) by the Parent Borrower and the Restricted Subsidiaries to the extent such Restricted Payments were not financed with the proceeds received from (1) the issuance or incurrence of long-term Indebtedness or (2) the issuance of Equity Interests,

(d) without duplication of amounts deducted from Excess Cash Flow in other periods, (1) the aggregate consideration required to be paid in cash by the Parent Borrower or any of its Restricted Subsidiaries pursuant to binding contracts or instruments (the "**Contract Consideration**") entered into prior to or during such period and (2) any planned cash expenditures by the Parent Borrower or any of its Restricted Subsidiaries (the "**Planned Expenditures**"), in the case of each of clauses (1) and (2), relating to Investments, Permitted Acquisitions, Capital Expenditures, acquisitions of Intellectual Property or Restricted Payments to be consummated or made during the period of four consecutive fiscal quarters of the Parent Borrower following the end of such period (except to the extent financed with any of the proceeds received from (A) the issuance or incurrence of long-term Indebtedness or (B) the issuance of Equity Interests); provided that to the extent that the aggregate amount of cash actually utilized to finance such Investments, Permitted Acquisitions, Capital Expenditures, acquisitions of Intellectual Property or Restricted Payments during such following period of four consecutive fiscal quarters is less than the Contract Consideration and Planned Expenditures, the amount of such shortfall shall be added to the calculation of Excess Cash Flow at the end of such period of four consecutive fiscal quarters, and

(e) without duplication of amounts so deducted in the calculation of "Excess Cash Flow", the aggregate amount of all other Indebtedness permitted to be incurred pursuant to Section 10.1 to the extent secured by Liens on the Collateral that are pari passu with the Liens on the Collateral securing the Credit Facilities, voluntarily prepaid, repurchased, redeemed or otherwise retired (or contractually committed to be prepaid, repurchased, redeemed or otherwise retired).

"**Additional Revolving Borrower**" shall have the meaning provided in Section 1.13(a).

"**Additional Revolving Credit Commitments"** shall have the meaning provided in Section 2.14(a).

"**Additional Revolving Credit Loan**" shall have the meaning provided in Section 2.14(b).

"**Adjusted Total Ancillary Commitment**" shall mean at any time the Total Ancillary Commitment *less* the aggregate Ancillary Commitments of all Defaulting Lenders.

"**Adjusted Total Revolving Credit Commitment**" shall mean at any time the Total Revolving Credit Commitment *less* the aggregate Revolving Credit Commitments of all Defaulting Lenders.

"**Adjusted Total Term Loan Commitment**" shall mean at any time the Total Term Loan Commitment *less* the Term Loan Commitments of all Defaulting Lenders.

"**Administrative Agent**" shall mean Citi, as the administrative agent for the Lenders under this Agreement and the other Credit Documents, or any successor administrative agent appointed pursuant to Section 12.9.

"**Administrative Agent's Office**" shall mean the Administrative Agent's address and, as appropriate, account as set forth on Schedule 13.2 or such other address or account as the Administrative Agent may from time to time notify the Parent Borrower and the Lenders.

"**Administrative Questionnaire**" shall have the meaning provided in Section 13.6(b)(ii)(D).

"**Affected Financial Institution**" shall mean (a) any EEA Financial Institution or (b) any UK Financial Institution.

"**Affiliate**" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with such Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; provided that Goldman Sachs shall be deemed not to be an Affiliate of any Initial Investor, Holdings or any of its subsidiaries. For purposes of this Agreement and the other Loan Documents, Jefferies LLC and its Affiliates shall be deemed to be Affiliates of Jefferies Finance LLC and its Affiliates.

"**Affiliated Institutional Lender**" shall mean any Affiliate of any Initial Investor that as of the relevant date of determination is an Affiliate of Holdings, the Parent Borrower or any other Subsidiary of Holdings and that is a bona fide debt Fund or an investment vehicle that is engaged in the making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course and whose managers have fiduciary duties to the investors in such fund or investment vehicle independent of or in addition to their duties to the Initial Investors and with respect to which no personnel making investment decisions with respect to the Parent Borrower has the power to make investment decisions.

"**Affiliated Lender**" shall mean a Lender that is an Initial Investor and that as of the relevant date of determination is an Affiliate of Holdings, the Parent Borrower or any other Subsidiary of Holdings (other than Holdings, the Parent Borrower, any other Subsidiary of Holdings, or any Affiliated Institutional Lender).

"**Agent Party**" and "**Agent Parties**" shall have the meanings provided in Section 13.17(b).

"**Agents**" shall mean the Administrative Agent, the Collateral Agent and each Joint Lead Arranger.

"**Agreement**" shall mean this Credit Agreement.

"**Agreement Currency**" shall have the meaning provided in Section 13.19.

"**Ancillary Commencement Date**" shall mean, with respect to an Ancillary Facility, the date on which such Ancillary Facility is first made available, which date shall be a Business Day falling on or after the Closing Date and before the Business Day preceding the Revolving Credit Maturity Date.

"**Ancillary Commitment**" shall mean, with respect to any Ancillary Lender and any Ancillary Facility, the maximum Dollar Equivalent which such Ancillary Lender has agreed (whether or not subject to satisfaction of conditions precedent) to make available from time to time under an Ancillary Facility and which has been authorized as such under Section 2.16, to the extent such amount is not cancelled or reduced under this Agreement or the Ancillary Documents relating to such Ancillary Facility.

"**Ancillary Document**" shall mean each document relating to or evidencing the terms of an Ancillary Facility.

"**Ancillary Facility**" shall mean any ancillary facility made available by an Ancillary Lender in accordance with Section 2.16.

"**Ancillary Facility Sublimit**" shall mean an amount equal to $30,000,000. The Ancillary Facility Sublimit is part of, and not in addition to, the Revolving Credit Facility.

"**Ancillary Lender**" shall mean each Revolving Credit Lender (or Affiliate of a Revolving Credit Lender that qualifies as an Eligible Assignee) which makes available an Ancillary Facility in accordance with Section 2.16.

"**Ancillary Outstandings**" shall mean, at any time, with respect to any Ancillary Lender and any Ancillary Facility then in effect, the aggregate (as determined by such Ancillary Lender) Dollar Equivalent of (x) the principal amount under each Ancillary Facility which is an overdraft facility (net of any Available Credit Balance), (y) the face amount of each guarantee, bond, letter of credit or credit order outstanding under such Ancillary Facility and (z) the amount fairly representing the aggregate exposure (excluding interest and similar charges) of such Ancillary Lender under each other type of accommodation provided under such Ancillary Facility, in each case as determined by such Ancillary Lender, acting reasonably in accordance with its normal banking practice and in accordance with the relevant Ancillary Document.

"**Anti-Corruption Laws**" shall mean the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010.

"**Applicable Margin**" shall mean a percentage *per annum* equal to:

(i) (a) for Eurocurrency Loans that are Initial Term Loans, 2.75% and (b) for ABR Loans that are Initial Term Loans, 1.75%; and

(ii) for Eurocurrency Loans, RFR Loans or ABR Loans that are Revolving Credit Loans, the rate per annum set forth below under the caption "ABR Spread" or "Eurocurrency Rate and RFR Rate Spread", as the case may be, based upon the Status in effect as of the last day of the most recently ended Test Period;

Status	ABR Spread for Revolving Credit Loans	Eurocurrency Rate and RFR Rate Spread for Revolving Credit Loans
Level I Status	1.75%	2.75%
Level II Status	1.50%	2.50%
Level III Status	1.25%	2.25%

Notwithstanding the foregoing, (a) the Applicable Margin for Eurocurrency Loans, RFR Loans or ABR Loans that are Revolving Credit Loans for the period from and including the Closing Date to but excluding the first day following the date on which Section 9.1 Financials are delivered to the Administrative Agent for the first full fiscal quarter ending after the Closing Date shall be the Applicable Margin for Level I Status, (b) the Applicable Margin in respect of any Class of Extended Revolving Credit Commitments or any Extended Term Loans or Revolving Credit Loans made pursuant to any Extended Revolving Credit Commitments shall be the applicable percentages *per annum* set forth in the relevant Extension Amendment, (c) the Applicable Margin in respect of any Class of Additional Revolving Credit

Commitments, any Class of Incremental Loans, or any Class of Loans in respect of Additional Revolving Credit Commitments shall be the applicable percentages *per annum* set forth in the relevant Joinder Agreement, (d) the Applicable Margin in respect of any Class of Replacement Term Loans shall be the applicable percentages *per annum* set forth in the relevant agreement, (e) the Applicable Margin in respect of any Class of New Revolving Credit Commitments shall be the applicable percentages *per annum* set forth in the relevant agreement, and (f) in the case of the Term Loans and any Class of Incremental Loans, the Applicable Margin shall be increased as, and to the extent, necessary to comply with Section 2.14.

Notwithstanding anything to the contrary contained above in this definition or elsewhere in this Agreement, if it is subsequently determined that the First Lien Net Leverage Ratio set forth in any Compliance Certificate delivered to the Administrative Agent is inaccurate for any reason and the result thereof is that the Lenders received interest payments for any period based on an Applicable Margin that is less than that which would have been applicable had the First Lien Net Leverage Ratio been accurately determined, then, for all purposes of this Agreement, the Applicable Margin for any day occurring within the period covered by such Compliance Certificate shall retroactively be deemed to be the relevant percentage as based upon the accurately determined First Lien Net Leverage Ratio for such period, and any shortfall in the interest theretofore paid by the applicable Borrower for the relevant period as a result of the miscalculation of the First Lien Net Leverage Ratio shall be deemed to be (and shall be) due and payable, at the time the interest for such period were required to be paid; provided that notwithstanding the foregoing, so long as an Event of Default described inSection 11.5 has not occurred with respect to the applicable Borrower, such shortfall shall be due and payable within five Business Days following the written demand therefor by the Administrative Agent and no Default or Event of Default shall be deemed to have occurred as a result of such non-payment until the expiration of such five Business Day period. In addition, at the option of the applicable Required Facility Lenders at any time during which the Parent Borrower or Holdings shall have failed to deliver any of the Section 9.1 Financials by the date required under Section 9.1, then the First Lien Net Leverage Ratio shall be deemed to be in Level I Status for the purposes of determining the Applicable Margin (but only for so long as such failure continues, after which such ratio shall be determined based on the then existing First Lien Net Leverage Ratio).

"**Approved Fund**" shall mean any Fund that is administered or managed by (i) a Lender, (ii) an Affiliate of a Lender, or (iii) an entity or an Affiliate of an entity that administers, advises or manages a Lender.

"**Asset Sale**" shall mean:

(i) the sale, conveyance, transfer, or other disposition, in each case, which results in the permanent disposition of the subject property, whether in a single transaction or a series of related transactions, of property or assets (including by way of a Sale Leaseback) (each a "**disposition**") of the Parent Borrower or any Restricted Subsidiary, or

(ii) the issuance or sale of Equity Interests of any Restricted Subsidiary (other than preferred stock of Restricted Subsidiaries issued in compliance with Section 10.1), whether in a single transaction or a series of related transactions, in each case, other than:

(a) any disposition of cash, Cash Equivalents or Investment Grade Securities (or assets that were cash, Cash Equivalents or Investment Grade Securities when the original disposition was made), or any disposition of obsolete, worn out or surplus property or other property (including leasehold property interests) that, in the good faith determination of Parent Borrower, is no longer economically practical in its business or commercially desirable to maintain or no longer used or useful equipment (including any servers) in the ordinary course of business, or any disposition of inventory, goods held for sale, equipment or any other assets in the ordinary course of business;

(b) mergers, consolidations, amalgamations, divisions, liquidations, windings up of, and conveyances, sales, leases, assignments, transfers and other dispositions of all or substantially all of the business units, assets or other properties of, the Parent Borrower and/or one or more Restricted Subsidiaries not prohibited by Section 10.3;

(c) the incurrence of Liens that are permitted to be incurred pursuant toSection 10.2 or the making of any Restricted Payment or Permitted Investment that is permitted to be made, and is made, pursuant to Section 10.5;

(d) any disposition of property or assets of the Parent Borrower or any Restricted Subsidiary or issuance or sale of Equity Interests of any Restricted Subsidiary (i) in any transaction or series of related transactions with an aggregate Fair Market Value not exceeding the greater of $16,000,000 and 8.5% of Consolidated EBITDA as of the last day of the most recently ended Test Period or (ii) with respect to all other dispositions and issuances not excluded pursuant to the preceding clause (i), with an aggregate Fair Market Value not exceeding the greater of $32,000,000 and 17.0% of Consolidated EBITDA as of the last day of the most recently ended Test Period in any fiscal year of the Parent Borrower;

(e) any disposition of property or assets or issuance of securities by (1) a Restricted Subsidiary to Holdings or the Parent Borrower or (2) the Parent Borrower or a Restricted Subsidiary to another Restricted Subsidiary;

(f) to the extent allowable under Section 1031 of the Code, or any comparable or successor provision, any exchange of like property (excluding any boot thereon);

(g) dispositions of Capital Stock of, or sales of Indebtedness or other securities of, Unrestricted Subsidiaries (or any Restricted Subsidiary that owns one or more Unrestricted Subsidiaries, provided that such Restricted Subsidiary owns no other material assets other than Capital Stock or Indebtedness or other securities of one or more Unrestricted Subsidiaries);

(h) dispositions of property subject to foreclosure, expropriation, forced disposition, casualty, eminent domain or condemnation proceedings (including in lieu thereof) or any similar proceeding;

(i) dispositions of accounts receivable or other Receivables Facility Assets, or participations therein, and related assets in connection with any Receivables Facility;

(j) any financing transaction with respect to property or assets built or acquired by the Parent Borrower or any Restricted Subsidiary after the Closing Date, including Sale Leasebacks and asset securitizations permitted by this Agreement;

(k) (1) any surrender or waiver of contractual rights or the settlement, release, or surrender of contractual rights or other litigation claims, (2) the termination or collapse of cost sharing agreements with Holdings, the Parent Borrower or any Subsidiary and the settlement of any crossing payments in connection therewith, or (3) the settlement, discount, write off, forgiveness, or cancellation of any Indebtedness owing by any present or former consultants, directors, officers, or employees of the Parent Borrower (or any Parent Entity of the Parent Borrower) or any Subsidiary or any of their successors or assigns;

(l) the disposition or discount of inventory, accounts receivable, notes receivable, rights to payment or other current assets or, in each case, participations therein, in the ordinary course of business or the conversion of accounts receivable to notes receivable, or other dispositions of accounts receivable or rights to payment in connection with the collection or compromise thereof (including in connection with bona fide disputes with respect thereto) or as part of any bankruptcy or reorganization process (including any discount or forgiveness in connection with the foregoing);

(m) the licensing or sub-licensing of Intellectual Property (whether pursuant to franchise agreements or otherwise) either by or to Holdings, the Parent Borrower or any Restricted Subsidiary in the ordinary course of business which do not materially interfere with the ordinary conduct of the business of the Parent Borrower or any Restricted Subsidiary;

(n) the termination or unwinding of any Hedging Obligations or obligations in respect of Cash Management Services;

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

(p) the lapse or abandonment of Intellectual Property rights in the ordinary course of business, which in the reasonable business judgment of the Parent Borrower are not material to the conduct of the business of the Parent Borrower and the Restricted Subsidiaries taken as a whole;

(q) the issuance, sale or other disposition of Capital Stock for purposes of satisfying requirements with regard to directors' qualifying shares and shares issued to foreign nationals as required by applicable Requirements of Law or any disposition or issuance of Capital Stock made to comply with any order or other directive of any Governmental Authority or any applicable Requirement of Law;

(r) dispositions of property or assets to the extent that (1) such property or asset is exchanged for credit against the purchase price of similar replacement property that is promptly purchased or (2) the proceeds of such Asset Sale are promptly applied to the purchase price of such replacement property (which replacement property is actually promptly purchased);

(s) dispositions and/or terminations of, or constituting, leases, assignments, subleases, licenses, sublicenses or cross-licenses (including the provision of software under any open source license), the dispositions or terminations of which (i) do not materially interfere with the business of the Parent Borrower and its Restricted Subsidiaries, taken as a whole, (ii) relate to closed facilities or the discontinuation of any product line or (iii) are made in the ordinary course of business;

(t) (I) dispositions of non-core property or assets (including Capital Stock) and sales of real estate assets, in each case acquired in any acquisition or other Investment permitted hereunder or (II) dispositions (x) made with the approval (or to obtain the approval) of any anti-trust authority or otherwise necessary or advisable in the good faith determination of the Parent Borrower to consummate any acquisition or other Investment permitted hereunder or (y) which, within 120 days of the date of such acquisition or Investment, are designated in writing to the Administrative Agent as being held for sale and not for the continued operation of the Parent Borrower or any of its Restricted Subsidiaries or any of their respective businesses;

(u) dispositions constituting any part of a Permitted Reorganization;

(v) dispositions of property or assets that do not constitute Collateral with an aggregate Fair Market Value not to exceed in any fiscal year of the Parent Borrower the greater of $19,000,000 and 10.0% of Consolidated EBITDA for the most recently ended Test Period (with unused amounts in any fiscal year being carried over to subsequent fiscal years or carried back to the immediately preceding fiscal year (until so applied));

(w) other dispositions of property or assets with a Fair Market Value not to exceed, in the aggregate, the greater of $29,000,000 and 15.0% of Consolidated EBITDA for the most recently ended Test Period;

(x) dispositions of property or assets or issuance of securities by the Parent Borrower and any Restricted Subsidiary that, if otherwise structured as an Investment or Restricted Payment, would be Investments and/or Restricted Payments (as applicable) that would be permitted under and made in accordance with Section 10.5 (and shall constitute a usage of any such exception);

(y) any disposal of assets in order to comply with the requirements of section 7f of the Fourth Book of the German Social Code (Sozialgesetzbuch IV) or section 4 of the German Company Pensions Act (Gesetz zur Verbesserung der betrieblichen Altersversorgung);

(z) with respect to any real estate located in Germany, any disposal of real estate to the extent such disposal cannot be restricted pursuant to section 1136 (alone or in conjunction with section 1192 paragraph 1) of the German Civil Code;

(aa) Sale Leasebacks so long as (i) the Parent Borrower is compliant with the applicable ratio for the incurrence of Ratio Debt on a Pro Forma Basis, (ii) any related Indebtedness is permitted by Section 10.1(d) or (iii) the Fair Market Value of assets sold does not exceed the greater of $29,000,000 and 15.0% of Consolidated EBITDA as of the last day of the most recently ended Test Period;

(bb) (i) any termination of any lease, sublease, license or sublicense in the ordinary course of business (and any related disposition of improvements made to leased real property resulting therefrom), (ii) any expiration of any option agreement in respect of real or personal property and (iii) any surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or litigation claims (including in tort) in the ordinary course of business;

(cc) dispositions or consignments of equipment, inventory or other assets (including leasehold or licensed interests in real property) with respect to facilities that are temporarily not in use, held for sale or closed;

(dd) dispositions of real estate assets and related assets in the ordinary course of business in connection with relocation activities for directors, officers, employees, members of management, managers or consultants of the Parent Borrower (or any Parent Entity thereof) and/or any Restricted Subsidiary;

(ee) any sale of motor vehicles and information technology equipment purchased at the end of an operating lease and resold thereafter;

(ff) dispositions contemplated on the Closing Date and described on Schedule 10.4 hereto;

(gg) any netting arrangement of accounts receivable, or other cash management arrangements, between or among the Parent Borrower and its Restricted Subsidiaries or among Restricted Subsidiaries of the Parent Borrower made in the ordinary course of business; and

(hh) any "fee in lieu" or other disposition of assets to any Governmental Authority that continue in use by the Parent Borrower or any Restricted Subsidiary, so long as the Parent Borrower or any Restricted Subsidiary may obtain title to such asset upon reasonable notice by paying a nominal fee.

"**Asset Sale Prepayment Event**" shall mean any Asset Sale by the Parent Borrower or any Restricted Subsidiary pursuant to Section 10.4; provided, further, that with respect to any Asset Sale Prepayment Event, the Borrowers shall not be obligated to make any prepayment otherwise required by Section 5.2 unless and until (i) the aggregate amount of Net Cash Proceeds from any individual Asset Sale Prepayment Event exceeds the greater of $16,000,000 and 8.5% of Consolidated EBITDA as of the last day of the most recently ended Test Period and (ii) to the extent not excluded pursuant to the preceding clause (i), the aggregate amount of other Net Cash Proceeds of Asset Sale Prepayment Events exceeds the greater of $32,000,000 and 17.0% of Consolidated EBITDA as of the last day of the most recently ended Test Period in any fiscal year of the Parent Borrower.

"**Assignment and Acceptance**" shall mean (i) an assignment and acceptance substantially in the form of Exhibit F, or such other form as may be approved by the Administrative Agent and (ii) in the case of any assignment of Term Loans in connection with a Permitted Debt Exchange conducted in accordance with Section 2.15, such form of assignment (if any) as may be agreed by the Administrative Agent and the Parent Borrower in accordance with Section 2.15(a).

"**Auction Agent**" shall mean (i) the Administrative Agent or (ii) any other financial institution or advisor employed by Holdings, the Parent Borrower, or any Subsidiary (whether or not an Affiliate of the Administrative Agent) to act as an arranger in connection with any Permitted Debt Exchange pursuant to Section 2.15 or any Dutch auction pursuant to Section 13.6(h); provided that the Parent Borrower shall not designate the Administrative Agent as the Auction Agent without the written consent of the Administrative Agent (it being understood that the Administrative Agent shall be under no obligation to agree to act as the Auction Agent); provided, further, that none of Holdings, the Parent Borrower nor any of their Affiliates may act as the Auction Agent.

"**Authorized Officer**" shall mean, with respect to any Person, any individual holding the position of chairman of the board (if an officer), any executive officer, the Chief Executive Officer, the President, the Chief Financial Officer, the Treasurer, the Controller, the Vice President-Finance, a Senior Vice President, a Director, a Manager, or any other senior officer or agent with express authority to act on behalf of such Person designated as such by the board of directors or other managing authority of such Person.

"**Auto-Extension Letter of Credit**" shall have the meaning provided in Section 3.2(d).

"**Available Amount**" shall mean, at any date, an amount, not less than zero in the aggregate, determined on a cumulative basis equal to, without duplication:

(a) the greater of $48,000,000 and 25.0% of Consolidated EBITDA as of the last day of the most recently ended Test Period, *plus*

(b) the CNI Growth Amount at such time, *plus*

(c) (i) the cumulative amount of cash and Cash Equivalent proceeds from, and the Fair Market Value of any other asset or property received in respect of, the sale of Equity Interests or issuance of any Subordinated Shareholder Debt (other than Disqualified Stock of the Parent Borrower or as part of any Excluded Contribution) of Holdings, the Parent Borrower or any Parent Entity (other than the issuance of Equity Interests or Subordinated Shareholder Debt to the Parent Borrower or a Restricted Subsidiary) after the Closing Date and on or prior to such time (including upon exercise of warrants or options) which proceeds have been contributed to the capital of, or loaned in the form of Subordinated Shareholder Debt to, the Parent Borrower or any Restricted Subsidiary and (ii) the aggregate principal amount of Indebtedness (other than Indebtedness that is contractually subordinated in right of payment to the Obligations) of the Parent Borrower or any Restricted Subsidiary owed to a Person other than a Credit Party or a Restricted Subsidiary of a Credit Party converted to Equity Interests or Subordinated Shareholder Debt of Holdings, the Parent Borrower or any Parent Entity (other than Disqualified Stock of the Parent Borrower), together with the Fair Market Value of any other asset or property received by the Parent Borrower or a Restricted Subsidiary (other than from the Parent Borrower or another Restricted Subsidiary) in respect of such conversion, in each case not previously applied for a purpose other than use in the Available Amount, *plus*

(d) 100% of the aggregate amount of capital contributions in respect of Qualified Stock of the Parent Borrower received in cash and Cash Equivalents, and the Fair Market Value of any such capital contributions received in the form of any other asset or property, after the Closing Date, to the extent not previously applied for a purpose other than use in the Available Amount, *plus*

(e) 100% of the aggregate amount received by the Parent Borrower or any Restricted Subsidiary in cash and Cash Equivalents from:

(A) the sale (other than to Holdings, the Parent Borrower or any Restricted Subsidiary) of the Equity Interests of an Unrestricted Subsidiary, or

(B) any dividend, distribution or other return (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) by an Unrestricted Subsidiary, *plus*

(f) in the event any Unrestricted Subsidiary has been redesignated as a Restricted Subsidiary or any Unrestricted Subsidiary, joint venture vehicle or minority investment vehicle has been merged, consolidated or amalgamated with or into, or transfers or conveys its assets to, or is liquidated into, the Parent Borrower or a Restricted Subsidiary, the Fair Market Value of the Investments of the Parent Borrower and the Restricted Subsidiaries in such Unrestricted Subsidiary, joint venture vehicle or minority investment vehicle at the time of such redesignation, combination or transfer (or of the assets transferred or conveyed, as applicable), so long as such Investments were originally made pursuant to Section 10.5(b)(xiv) and clause (xiii)(b) of the definition of Permitted Investments, *plus*

(g) an amount equal to any dividend, distribution or other return in cash and Cash Equivalents (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received by the Parent Borrower or any Restricted Subsidiary in respect of any Investments made pursuant to Section 10.5(b)(xiv) and clause (xiii)(b) of the definition of Permitted Investments, *plus*

(h) the aggregate amount of any Retained Declined Proceeds since the Closing Date and the aggregate amount of any Retained Asset Sale Proceeds, *plus*

(i) without duplication, an amount equal to the Fair Market Value of any assets (including cash or Cash Equivalents) or other property of any Parent Entity that has been transferred to the Parent Borrower or any of its Restricted Subsidiaries, *plus*

(j) the sum of the amounts calculated pursuant to clauses (c), (d), (e), (f), (g) and (i) of the definition of "Available Amount" set forth in the Existing Debt Facility as of the Closing Date, *minus*

(k) any amount of the Available Amount used to make Investments pursuant to clause (xiii)(b) of the definition of Permitted Investments after the Closing Date and prior to such date, *minus*

(l) any amount of the Available Amount used to pay Restricted Payments pursuant to Section 10.5(b)(xiv) after the Closing Date and prior to such date.

"**Available Commitment**" shall mean an amount equal to the excess, if any, of (i) the amount of the Total Revolving Credit Commitment over (ii) the sum of the aggregate principal amount of (a) all Revolving Credit Loans then outstanding, (b) the aggregate Letters of Credit Outstanding at such time and (c) the aggregate amount of Ancillary Outstandings at such time.

"**Available Credit Balance**" shall mean, with respect to any Ancillary Facility, any credit balances on any account of any Borrower of such Ancillary Facility with the Ancillary Lender making available such Ancillary Facility to the extent that those credit balances are freely available to be set off by such Ancillary Lender against liabilities owed to it by the applicable Borrower under such Ancillary Facility.

"**Available Currencies**" shall mean Dollars, Euros, Pounds Sterling and other currencies requested by the Parent Borrower in accordance with Section 1.14 and as agreed to by the Administrative Agent and each Revolving Credit Lender, and to the extent Letters of Credit are requested or are to be made available in such currencies, the Letter of Credit Issuer.

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

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

"**Bankruptcy Code**" shall have the meaning provided in Section 11.5(a).

"**Basel III**" shall mean (A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated; (B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and (C) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III".

"**Beneficial Ownership Certification**" shall mean a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

"**Beneficial Ownership Regulation**" shall mean 31 C.F.R. § 1010.230.

"**Benefit Plan**" shall mean 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".

"**Benefited Lender**" shall have the meaning provided in Section 13.8(a).

"**Board**" shall mean the Board of Governors of the Federal Reserve System of the United States (or any successor).

"**Borrower Materials**" shall have the meaning provided in Section 13.17(b).

"**Borrowers**" shall have the meaning provided in the preamble to this Agreement.

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

"**Borrowing Multiple**" shall mean (i) with respect to a Borrowing of Eurocurrency Loans (1) in Dollars, $100,000 or (2) in Euro, €50,000, (ii) with respect to a Borrowing of RFR Loans in Pounds Sterling, £50,000, (iii) with respect to a Borrowing of ABR Loans, $100,000 and (iv) otherwise, as mutually agreed by the Parent Borrower and the Administrative Agent (or in any case of this definition, if less, the entire remaining applicable Commitments at the time of such Borrowing).

"**Business Day**" shall mean any day excluding Saturday, Sunday, and any other day on which banking institutions in New York City are authorized by law or other governmental actions to close, and (i) if such day relates to any interest rate settings as to a Eurocurrency Loan denominated in Dollars, any fundings, disbursements, settlements, and payments in respect of any such Eurocurrency Loan, or any other dealings in Dollars to be carried out pursuant to this Agreement in respect of any such Eurocurrency Loan, such day shall be a day on which dealings in deposits in Dollars are conducted by and between banks in the applicable London interbank market; (ii) if such day relates to any interest rate settings as to a Eurocurrency Loan denominated in Euros, any fundings, disbursements, settlements and payments in Euros in respect of any such Eurocurrency Loan, or any other dealings in Euros to be carried out pursuant to this Agreement in respect of any such Eurocurrency Loan, such day must also be a TARGET Day; and (iii) when used in connection with a RFR Loan denominated in Pounds Sterling, including any interest rate settings as to any such RFR Loan, any fundings, disbursements, settlements and payments in Pounds Sterling in respect of any such RFR Loan, or any other dealings in Pounds Sterling to be carried out pursuant to this Agreement in respect of any such RFR Loan, the term "Business Day" shall also exclude days banks are closed for general business in London because such day is a Saturday, Sunday or a day on which banks are closed for general business in London.

"**Capital Expenditures**" shall mean, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities and including in all events all amounts expended or capitalized under Finance Leases) by the Parent Borrower and the Restricted Subsidiaries during such period that, in conformity with GAAP, are or are required to be included as additions during such period to property, plant, or equipment reflected in the consolidated balance sheet of the Parent Borrower and the Restricted Subsidiaries (including capitalized software expenditures, customer acquisition costs and incentive payments, conversion costs, and contract acquisition costs).

"**Capital Stock**" shall mean (i) in the case of a corporation, corporate stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights, or other equivalents (however designated) of corporate stock, (iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited), and (iv) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person (it being understood and agreed, for the avoidance of doubt, that "cash-settled phantom appreciation programs" in connection with employee benefits that do not require a dividend or distribution shall not constitute Capital Stock).

"**Cash Collateralize**" shall mean to pledge and deposit with or deliver to the Administrative Agent, for the benefit of one or more of the Letter of Credit Issuer or the Lenders, as collateral for L/C Obligations or obligations of the Lenders to fund participations in respect of L/C Obligations, cash or deposit account balances or, if the Administrative Agent and the Letter of Credit Issuer shall agree in their sole discretion, other credit support, in an amount equal to 101% of the amount of L/C Obligations required to be Cash Collateralized. "**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**" shall mean:

(i) Dollars,

(ii) (a) Euro, Pounds Sterling, Canadian Dollars, or any national currency of any Participating Member State in the European Union or (b) local currencies held from time to time in the ordinary course of business,

(iii) securities issued or directly and fully and unconditionally guaranteed or insured by the United States government, Canadian Government 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,

(iv) certificates of deposit, time deposits, and eurodollar time deposits with maturities of one year or less from the date of acquisition, 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 $250,000,000 in the case of U.S. banks and $100,000,000 (or the Dollar Equivalent as of the date of determination) in the case of foreign banks,

(v) repurchase obligations for underlying securities of the types described in clauses (iii), (iv), and (ix) entered into with any financial institution meeting the qualifications specified in clause (iv) above,

(vi) commercial paper rated at least "P-2" by Moody's or at least "A-2" by S&P and in each case maturing within 24 months after the date of creation thereof,

(vii) marketable short-term money market and similar securities having a rating of at least "P-2" or "A-2" 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 24 months after the date of creation or acquisition thereof,

(viii) readily marketable direct obligations issued by the federal government, any state, commonwealth, or territory of the United States or the federal government or any province or territory of Canada, in each case, any political subdivision or taxing authority thereof having one of the two highest rating categories obtainable from either Moody's or S&P with maturities of 24 months or less from the date of acquisition,

(ix) Indebtedness or preferred stock issued by Persons with a rating of "A" or higher from S&P or "A2" or higher from Moody's with maturities of 24 months or less from the date of acquisition,

(x) solely with respect to any Foreign Subsidiary: (a) 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, (b) 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 (c) the equivalent of demand deposit accounts which are maintained with an Approved Foreign Bank, in each case, customarily used by corporations for cash management purposes in any jurisdiction outside the United States to the extent reasonably required in connection with any business conducted by such Foreign Subsidiary organized (or incorporated) in such jurisdiction,

(xi) 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 (i) through (ix) above of foreign obligors, which investments have ratings described in such clauses or equivalent ratings from comparable foreign rating agencies, and

(xii) investment funds investing 90% of their assets in securities of the types described in clauses (i) through (ix) above.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clauses (i) and (ii) above; provided that such amounts are converted into any currency listed in clauses (i) and (ii) as promptly as practicable and in any event within ten Business Days following the receipt of such amounts.

"**Cash Management Agreement**" shall mean any agreement or arrangement to provide Cash Management Services.

"**Cash Management Bank**" shall mean (i) at the Parent Borrower's election from time to time by written notice to the Administrative Agent substantially in the form of Exhibit M-2 or such other form reasonably acceptable to the Administrative Agent, each Revolving Credit Lender as of the Closing Date and each of JPMorgan Chase Bank, N.A., Bank of America, N.A., Royal Bank of Canada, Morgan Stanley Bank, N.A., HSBC Bank, N.A. and Deutsche Bank AG or any Affiliate of any such Person, (ii) any Person that, at the time it enters into a Cash Management Agreement, is an Agent or a Lender or an Affiliate of an Agent or a Lender, (iii) with respect to any Cash Management Agreement entered into prior to the Closing Date, any Person that is an Agent or a Lender or an Affiliate of an Agent or a Lender on the Closing Date or (iv) another bank reasonably acceptable to the Administrative Agent, if designated by the Parent Borrower as a "Cash Management Bank" by written notice to the Administrative Agent substantially in the form of Exhibit M-2 or such other form reasonably acceptable to the Administrative Agent.

"**Cash Management Services**" shall mean any one or more of the following types of services or facilities: (i) commercial credit cards, merchant card services, purchase or debit cards, including non-card e-payables services, or electronic funds transfer services, (ii) treasury management services (including controlled disbursement, overdraft automatic clearing house fund transfer services, return items, and interstate depository network services) and (iii) any other demand deposit or operating account relationships or other cash management services, including pursuant to any Cash Management Agreements.

"**Casualty Event**" shall mean, with respect to any property of the Parent Borrower or any Restricted Subsidiary, any loss of or damage to, or any condemnation or other taking by a Governmental Authority of, such property for which such Person receives insurance proceeds or proceeds of a condemnation award in respect of any equipment, fixed assets, or real property (including any improvements thereon) to replace or repair such equipment, fixed assets, or real property; provided, further, that with respect to any Casualty Event, the Borrowers shall not be obligated to make any prepayment otherwise required by Section 5.2 unless and until (i) the aggregate amount of Net Cash Proceeds from any individual Casualty Event exceeds the greater of $16,000,000 and 8.5% of Consolidated EBITDA as of the last day of the most recently ended Test Period and (ii) to the extent not excluded pursuant to the preceding clause (i), the aggregate amount of other Net Cash Proceeds of Casualty Events exceeds the greater of $32,000,000 and 17.0% of Consolidated EBITDA as of the last day of the most recently ended Test Period in any fiscal year of the Parent Borrower.

"**CFC**" shall mean any Subsidiary of the Parent Borrower that is a "controlled foreign corporation" within the meaning of Section 957(a) of the Code.

"**CFC Holding Company**" shall mean any Subsidiary of a Borrower that has no material assets other than Capital Stock and Indebtedness of one or more Subsidiaries that are CFCs and/or one or more Subsidiaries that are CFC Holding Companies and, in either case, cash, Cash Equivalents and other incidental assets related thereto.

"**Change in Law**" shall mean (i) the adoption of any law, treaty, order, policy, rule, or regulation after the Closing Date (or, if later, the date upon which the relevant Lender became a party to this Agreement), (ii) any change in any law, treaty, order, policy, rule, or regulation or in the interpretation or application thereof by any Governmental Authority after the Closing Date (or, if later, the date upon which the relevant Lender became a party to this Agreement) or (iii) compliance by any Lender with any guideline, request, directive, or order issued or made after the Closing Date (or, if later, the date upon which the relevant Lender became a party to this Agreement) by any central bank or other governmental or quasi-governmental authority (whether or not having the force of law), including, for avoidance of doubt any adoption, change or compliance in respect of (a) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines, or directives thereunder or issued in connection therewith and (b) all requests, rules, guidelines, requirements, 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 pursuant to Basel III regardless of the date enacted, adopted or issued.

"**Change of Control**" shall mean and be deemed to have occurred if (i) any Person, entity, or "group" (within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended), other than the Permitted Holders, any employee benefit plan and any person acting as the trustee, agent or other fiduciary or administrator of such plan or any underwriter, shall at any time have acquired direct or indirect beneficial ownership of a percentage of the voting power of the outstanding Voting Stock of Holdings or a Parent Entity that exceeds the greater of 40.0% and the percentage then beneficially owned, directly or indirectly by the Permitted Holders, unless the Permitted Holders have, at such time, the right or the ability by voting power, contract, or otherwise to elect or designate for election at least a majority of the board of directors of Holdings or a Parent Entity or (ii) Holdings shall cease to beneficially own, directly or indirectly, 100% of the issued and outstanding Capital Stock of the Parent Borrower or the Subsidiary Borrower (excluding during the pendency of any Permitted Reorganization).

Notwithstanding the preceding clauses or any provision of Section 13d-3 of the Exchange Act as in effect on the Closing Date, (i) a Person or group shall be deemed not to beneficially own Voting Stock subject to a stock or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the acquisition of the Voting Stock in connection with the transactions contemplated by such agreement, (ii) if any group includes one or more Permitted Holders, the issued and outstanding Voting Stock of Holdings or a Parent Entity owned, directly or indirectly, by any Permitted Holders that are part of such group shall not be treated as being beneficially owned by such group or any other member of such group for purposes of determining whether a Change of Control has occurred so long as one or more Permitted Holders hold in excess of 50% of the issued and outstanding Voting Stock owned, directly or indirectly, by such group, (iii) a passive holding company or special purpose acquisition vehicle or a Subsidiary thereof that is a passive holding company shall not be considered a "Person" and instead the equityholders of such passive holding company or special purpose acquisition vehicle (other than any other passive holding company or special purpose acquisition vehicle) shall be considered and (iv) a Person or group will not be deemed to beneficially own the Voting Stock of another Person as a result of its ownership of the Voting Stock or other securities of such other Person's parent entity (or related contractual rights) unless (A) it owns 50% or more of the total voting power of the Voting Stock entitled to vote for the election of directors or board of managers of such parent entity and (B) such directors or managers elected by the Person or group have a majority of the aggregate votes on the board of directors (or similar body) of such parent entity.

"**Citi**" shall have the meaning provided in the preamble to this Agreement.

"**Class**" (i) when used in reference to any Loan or Borrowing, shall refer to whether such Loan, or the Loans comprising such Borrowing, are Revolving Credit Loans, Additional Revolving Credit Loans, New Revolving Credit Loans, Initial Term Loans, New Term Loans (of each Series), Extended Term Loans (of the same Extension Series), Replacement Term Loans (of the same Series), or Extended Revolving Credit Loans (of the same Extension Series) and (ii) when used in reference to any Commitment, refers to whether such Commitment is a Revolving Credit Commitment, an Additional Revolving Credit Commitment, a New Revolving Credit Commitment, an Extended Revolving Credit Commitment (of the same Extension Series), an Initial Term Loan Commitment, or a New Term Loan Commitment.

"**Closing Date**" shall mean the date on which the conditions precedent set forth in Section 6 shall have been satisfied, which date is October 20, 2021.

"**Closing Date Refinancing**" shall mean the repayment, repurchase, redemption, defeasance or other discharge of the Existing Debt Facility and the termination and/or release of all commitments to extend credit thereunder and the termination and/or release of all security interests and guarantees in connection therewith.

"**CNI Growth Amount**" means, at any date of determination, an amount (which amount shall not be less than zero) equal to 50% of Consolidated Net Income of the Parent Borrower and the Restricted Subsidiaries for the cumulative period from the first day of the fiscal quarter of the Parent Borrower during which the Closing Date occurs to and including the last day of the most recently ended fiscal quarter of the Parent Borrower prior to such date for which Section 9.1 Financials have been delivered or, at the Parent Borrower's election, are internally available (treated as one accounting period).

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"**Collateral**" shall mean all property pledged, charged, assigned or mortgaged or purported to be pledged, charged, assigned or mortgaged pursuant to the Security Documents, excluding in all events Excluded Property.

"**Collateral Agent**" shall mean Citi, as collateral agent under the Security Documents, or any successor collateral agent appointed pursuant to Section 12.9, and any Affiliate or designee of Citi may act as the Collateral Agent under any Credit Document.

"**Collateral and Guarantee Principles**" shall have the meaning provided in Section 1.17.

"**Commitment Fee**" shall have the meaning provided in Section 4.1(a).

"**Commitment Fee Rate**" shall mean a rate *per annum* set forth below opposite the Status in effect on such day:

Status	Commitment Rate
Level I Status	0.50%
Level II Status	0.375%
Level III Status	0.250%

Notwithstanding the foregoing, the term Commitment Fee Rate shall mean 0.50% during the period from and including the Closing Date to but excluding the first day following the date on which Section 9.1 Financials are delivered to the Administrative Agent for the first full fiscal quarter ending after the Closing Date.

Notwithstanding anything to the contrary contained above in this definition or elsewhere in this Agreement, if it is subsequently determined that the First Lien Net Leverage Ratio set forth in any Compliance Certificate delivered to the Administrative Agent is inaccurate for any reason and the result thereof is that the Lenders received fees for any period based on a Commitment Fee Rate that is less than that which would have been applicable had the First Lien Net Leverage Ratio been accurately determined, then, for all purposes of this Agreement, the Commitment Fee Rate for any day occurring within the period covered by such Compliance Certificate shall retroactively be deemed to be the relevant percentage as based upon the accurately determined First Lien Net Leverage Ratio for such period, and any shortfall in the fees theretofore paid by the applicable Borrower for the relevant period as a result of the miscalculation of the

First Lien Net Leverage Ratio shall be deemed to be (and shall be) due and payable, at the time the fees for such period were required to be paid; provided that notwithstanding the foregoing, so long as an Event of Default described in Section 11.5 has not occurred with respect to the applicable Borrower, such shortfall shall be due and payable within five Business Days following the written demand therefor by the Administrative Agent and no Default shall be deemed to have occurred as a result of such non-payment until the expiration of such five Business Day period. In addition, at the option of the Required Revolving Credit Lenders at any time during which the Parent Borrower or Holdings shall have failed to deliver any of the Section 9.1 Financials by the date required under Section 9.1, then the First Lien Net Leverage Ratio shall be deemed to be in Level I Status for the purposes of determining the Commitment Fee Rate (but only for so long as such failure continues, after which such ratio shall be determined based on the then existing First Lien Net Leverage Ratio).

"**Commitments**" shall mean, with respect to each Lender (to the extent applicable), such Lender's Revolving Credit Commitment, New Revolving Credit Commitment, Extended Revolving Credit Commitment, Additional Revolving Credit Commitment, Initial Term Loan Commitment, or New Term Loan Commitment.

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

"**Communications**" shall have the meaning provided in Section 13.17.

"**Company**" shall have the meaning provided in the preamble to this Agreement.

"**Compliance Certificate**" shall mean a certificate of a responsible financial or accounting officer of Holdings or the Parent Borrower delivered pursuant to Section 9.1(d) for the applicable Test Period.

"**Compliance Condition**" shall mean, as of any date of determination, without duplication, the Dollar Equivalent of the aggregate principal amount of all Revolving Credit Loans outstanding at such time (excluding, for the first two full fiscal quarters following the date set forth in the proviso hereto, Revolving Credit Loans borrowed on the Closing Date) exceeds 40.0% of the amount of the Total Revolving Credit Commitment; provided that notwithstanding the foregoing, no Compliance Condition shall be in effect with respect to quarterly Test Periods ending prior to June 30, 2022.

"**Confidential Information**" shall have the meaning provided in Section 13.16.

"**Consolidated Depreciation and Amortization Expense**" shall mean with respect to any Person for any period, the total amount of depreciation and amortization expense, including the amortization of deferred financing fees or costs, debt issuance costs, commissions, fees, and expenses, capitalized expenditures, customer acquisition costs, 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.

"**Consolidated EBITDA**" shall mean, with respect to any Person for any period, the Consolidated Net Income of such Person and its Restricted Subsidiaries for such period:

(i) increased (without duplication and to the extent not already included in the calculation of Consolidated Net Income) by:

(a) taxes paid and any provision for taxes based on income or profits or capital, including, without limitation, U.S. federal, state omon-U.S. franchise, excise, value added, and similar taxes and foreign withholding taxes of such Person paid or accrued during such period, including any penalties and interest related to such taxes or arising from any tax examinations, that are deducted (and not added back) in computing Consolidated Net Income, *plus*

(b) Fixed Charges of such Person for such period (including (1) net losses on Hedging Obligations or other derivative instruments entered into for the purpose of hedging interest rate risk and (2) costs of surety bonds in connection with financing activities, in each case, to the extent included in Fixed Charges), together with items excluded from the definition of Consolidated Interest Expense and any non-cash interest expense, to the extent the same were deducted (and not added back) in calculating such Consolidated Net Income, *plus*

(c) Consolidated Depreciation and Amortization Expense of such Person for such period to the extent the same were deducted in computing Consolidated Net Income, *plus*

(d) [reserved], *plus*

(e) any other non-cash charges, including any write offs, write downs, expenses, losses, or items to the extent the same were deducted (and not added back) in computing Consolidated Net Income (provided that if any such non-cash charges represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be deducted from Consolidated EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period), *plus*

(f) the amount of any non-controlling or minority interest expense consisting of Subsidiary income attributable to minority equity interests of third parties in any non-Wholly-Owned Subsidiary deducted (and not added back) in such period in calculating Consolidated Net Income,*plus*

(g) the amount of board of directors, management, monitoring, consulting, and advisory fees (including termination fees) and related indemnities and expenses paid or accrued in such period to the Initial Investors or any of their respective Affiliates, *plus*

(h) costs of surety bonds (and similar instruments) incurred in such period in connection with financing activities*plus*

(i) at the option of such Person, the amount of"run-rate" cost savings, operating expense reductions, operational improvements and synergies ("**Expected Cost Savings**") that are reasonably identifiable and projected by the Parent Borrower in good faith to result from actions either taken or with respect to which substantial steps have been taken or expected to be taken (in the good faith determination of the Parent Borrower) within 36 months of the determination to take such action (including, without limitation, (1) cost savings, operating expense reductions, operational improvements and synergies related to the Transactions, mergers or other business combinations, acquisitions, investments, divestitures (including the termination or discontinuance of activities constituting a business line), operating improvements, restructurings, cost savings initiatives and other similar initiatives, in each case after or on the Closing Date and (2) cost savings, operating expense reductions, operational improvements synergies and other adjustments contemplated by the Transaction Agreement or identified to the Joint Lead Arrangers prior to the Closing Date, including in the Model, any management presentation, any confidential information memorandum or the QofE (and including in respect of any action taken on or prior to the Closing

Date (or thereafter))), net of the amount of actual benefits realized prior to or during such period from such actions (which cost savings, operating expense reductions, operational improvements and synergies shall be calculated on a Pro Forma Basis as though such cost savings, operating expense reductions, operational improvements or synergies had been realized on the first day of such period), *plus*

(j) the amount of loss or discount on sale of receivables and related assets to the Receivables Subsidiary in connection with a Receivables Facility, *plus*

(k) at the option of such Person, the amount of any earned or billed amounts or other revenue that is attributable to services performed during such period but is not included in Consolidated Net Income for such period; it being understood that if such revenue is added back in calculating Consolidated EBITDA for such period, such revenue shall not be included in Consolidated Net Income in the period in which it is actually recognized, *plus*

(l) [reserved], *plus*

(m) [reserved], *plus*

(n) costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and Public Company Costs, *plus*

(o) cash receipts (or any netting arrangements resulting in reduced cash expenses) not included in Consolidated EBITDA in any period solely to the extent that the corresponding non-cash gains relating to such receipts were deducted in the calculation of Consolidated EBITDA pursuant to paragraph (ii) below for any previous period and not added back, *plus*

(p) [reserved], *plus*

(q) adjustments and add-backs set forth on Schedule 1.1(f), *plus*

(r) [reserved], *plus*

(s) earn-out and consideration obligations (including to the extent accounted for as bonuses, compensation or otherwise) and adjustments thereof and purchase price adjustments, in each case in connection with acquisitions or investments;

(ii) decreased by (without duplication) non-cash gains increasing Consolidated Net Income of such Person for such period, excluding anynon-cash gains which represent the reversal of any accrual of, or cash reserve for, anticipated cash charges that reduced Consolidated EBITDA in any prior period other than non-cash gains relating to the application of Financial Accounting Standards Codification Topic 840—*Leases* (formerly Financial Accounting Standards Board Statement No. 13); provided that, to the extent non cash gains are deducted pursuant to this clause (ii) for any previous period and not otherwise added back to Consolidated EBITDA, Consolidated EBITDA shall be increased by the amount of any cash receipts (or any netting arrangements resulting in reduced cash expenses) in respect of such non cash gains received in subsequent periods to the extent not already included therein, *plus*

(iii) increased or decreased by (without duplication):

(a) any net gain or loss resulting in such period from currency gains or losses related to Indebtedness, intercompany balances, and other balance sheet items, *plus* or *minus*, as the case may be, and

(b) any net gain or loss resulting in such period from Hedging Obligations, and the application of Financial Accounting Standards Codification Topic 815—Derivatives and Hedging (ASC 815) (formerly Financing Accounting Standards Board Statement No. 133), and its related pronouncements and interpretations, or the equivalent accounting standard under GAAP or an alternative basis of accounting applied in lieu of GAAP.

For the avoidance of doubt, to the extent included in Consolidated Net Income, there shall be excluded in determining Consolidated EBITDA for any period (A) any adjustments resulting from the application of ASC 815 and its related pronouncements and interpretations, or the equivalent accounting standard under GAAP or an alternative basis of accounting applied in lieu of GAAP and (B) the impact of changes in the fair value of warrant liabilities or similar liabilities. In addition, the Parent Borrower may elect to disregard adjustments to Consolidated EBITDA that are, in the good faith determination of the Parent Borrower, immaterial; provided that any such immaterial adjustments do not, in the good faith estimation of the Parent Borrower, exceed $500,000 in the aggregate for any applicable Test Period.

"**Consolidated First Lien Secured Debt**" shall mean, as of any date of determination, Consolidated Total Debt as of such date secured by a Lien on the Collateral on an equal priority basis (but without regard to the control of remedies) with liens on the Collateral securing the Obligations.

"**Consolidated Interest Expense**" shall mean, with respect to any Person for any period, the sum, without duplication, of:

(i) consolidated cash interest expense of such Person and its Restricted Subsidiaries for such period, to the extent such expense was deducted (and not added back) in computing Consolidated Net Income (including (a) all commissions, discounts, and other fees and charges owed with respect to letters of credit or bankers acceptances, (b) capitalized interest to the extent paid in cash (or accrued and payable in cash), and (c) net payments, if any, pursuant to interest rate Hedging Obligations with respect to Indebtedness, and excluding (1) any one-time cash costs associated with breakage in respect of hedging agreements for interest rates, (2) all non-recurring interest expense consisting of liquidated damages or "additional interest" for failure to timely comply with registration rights obligations, all as calculated on a consolidated basis in accordance with GAAP, (3) non-cash interest expense attributable to a parent entity resulting from push-down accounting, but solely to the extent not reducing consolidated cash interest expense in any prior period, (4) any expensing of bridge, commitment, arrangement, structuring, fronting and other financing fees, but solely to the extent not reducing consolidated cash interest expense in any prior period, (5) commissions, discounts, yield, and other fees and charges (including any interest expense) related to any Receivables Facility), (6) amortization, accretion or accrual of deferred financing fees or costs, original issue discount, debt issuance costs, discounted liabilities, commissions, fees and expenses (including agency costs, amendment, consent or other front end, one-off or similar non-recurring fees), (7) any expenses resulting from discounting of Indebtedness in connection with the application of recapitalization accounting or purchase accounting, (8) the accretion or accrual of, or accrued interest on, discounted liabilities (other than Indebtedness) during such period, (9) non-cash interest expense attributable to the movement of the mark-to-market valuation of obligations under hedging agreements or other derivative instruments pursuant to FASB Accounting Standards Codification No. 815-Derivatives and Hedging, (10) any payments with respect to make whole premiums, commissions or other breakage costs of any Indebtedness, (11) agency or trustee fees paid to the administrative agents and collateral agents

or trustees under any credit facilities or other debt instruments or documents, (12) fees (including any ticking fees) and expenses (including any penalties and interest relating to Taxes), including those associated with any Investment not prohibited by Section 10 or the issuance of Equity Interests or Indebtedness (in each case excluding any bona fide interest expense) and (13) any interest expense attributable to the exercise of appraisal rights or other rights of dissenting shareholders and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto in connection with any acquisition or Investment not prohibited hereunder; *less*

(ii) cash interest income of such Person and its Restricted Subsidiaries for such period.

For purposes of this definition, interest on a Finance Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by such Person to be the rate of interest implicit in such Finance Lease Obligation in accordance with GAAP (or, if not implicit, as otherwise determined in accordance with GAAP).

"**Consolidated Net Income**" shall mean, with respect to any Person for any period, the aggregate of the Net Income, of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, and otherwise determined in accordance with GAAP; provided that, without duplication:

(i) any after-tax effect of (A) extraordinary, non-recurring, special, exceptional or unusual gains or losses (less all fees and expenses relating thereto) or expenses (including relating to the Transactions), (B) severance, relocation costs, curtailments, or modifications to pension and post-retirement employee benefits plans, facility start up, transition, integration, and other restructuring and business optimization costs, charges, reserves, or expenses (including related to acquisitions after the Closing Date and to the start-up, closure, and/or consolidation of facilities), one-time compensation charges, costs, charges or expenses relating to any audit by the U.S. Internal Revenue Service or other applicable Governmental Authority (including and costs or expenses in respect of any action or proceeding relating thereto) and (C) any restructuring, business optimization, cost savings, integration, startup costs, new product launches or related losses, expenses or charges (including any losses, expenses or charges relating to transitions, reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets, office or facility openings or closings, tax restructurings, systems implementation, new market entry, signing, completion or retention bonuses, new products, recruiting, lease run-off, expansion or relocation, software development, systems design, project implementation, expenses of underutilized personnel, new contracts or employee ramp-up) shall, in each case, be excluded,

(ii) the Net Income for such period shall not include the cumulative effect of a change in accounting principles and changes as a result of the adoption or modification of accounting policies during such period,

(iii) any net after-tax gains or losses on disposal of disposed, abandoned, transferred, closed, or discontinued operations shall be excluded,

(iv) any after-tax effect of gains or losses (less all fees and expenses relating thereto) attributable to asset dispositions or abandonments other than in the ordinary course of business, as determined in good faith by the Parent Borrower, shall be excluded,

(v) the Net Income for such period of any Person that is not a Subsidiary, 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 Parent Borrower shall be increased by the amount of dividends or distributions or other payments that are actually paid in cash (or to the extent converted into cash or Cash Equivalents) to the Parent Borrower or a Restricted Subsidiary thereof in respect of such period,

(vi) effects of adjustments (including the effects of such adjustments pushed down to such Person and its Restricted Subsidiaries) in any line item in such Person's consolidated financial statements required or permitted by Financial Accounting Standards Codification Topic 805 – Business Combinations and Topic 350 – Intangibles-Goodwill and Other (ASC 805 and ASC 350) (formerly Financial Accounting Standards Board Statement Nos. 141 and 142, respectively) resulting from the application of purchase accounting, including in relation to the Transactions and any acquisition that is consummated after the Closing Date or the amortization or write-off of any amounts thereof, net of taxes, shall be excluded,

(vii) (a) any after-tax effect of income (loss) from the early extinguishment of Indebtedness or Hedging Obligations or other derivative instruments (including deferred financing costs written off and premiums paid), (b) any non-cash income (or loss) related to currency gains or losses related to Indebtedness, intercompany balances, and other balance sheet items and to Hedging Obligations pursuant to ASC 815 (or such successor provision), and (c) any non-cash expense, income, or loss attributable to the movement in mark to market valuation of foreign currencies, Indebtedness, or derivative instruments pursuant to GAAP, shall be excluded,

(viii) any impairment charge, asset write-off, or write-down pursuant to ASC 350 and Financial Accounting Standards Codification Topic 360 – Impairment and Disposal of Long-Lived Assets (ASC 360) (formerly Financial Accounting Standards Board Statement Nos. 142 and 144, respectively) and the amortization of intangibles arising pursuant to ASC 805 shall be excluded,

(ix) (a) any non-cash compensation expense recorded from grants of stock appreciation or similar rights, phantom equity, stock options units, restricted stock, or other rights to officers, directors, managers, or employees and (b) non-cash income (loss) attributable to deferred compensation plans or trusts, shall be excluded,

(x) any fees, expenses, charges or losses incurred during such period, or any amortization thereof for such period, in connection with any acquisition, Investment, recapitalization, Asset Sale, disposition, issuance or repayment of Indebtedness, recapitalization, Restricted Payment, issuance of Equity Interests, offering of securities, refinancing transaction or amendment or modification of any debt instrument (in each case, including any such transaction proposed or consummated prior to the Closing Date and any such transaction whether or not consummated), including (1) such fees, expenses, or charges related to the incurrence of the Loans hereunder and all Transaction Expenses, (2) such fees, expenses, or charges related to the offering of the Credit Documents and any other credit facilities, and (3) any amendment or other modification of the Loans hereunder or other Indebtedness, and any charges or non-recurring merger costs incurred during such period as a result of any such transaction shall, in each case, be excluded,

(xi) accruals and reserves (including contingent liabilities) that are established or adjusted within twelve months after the Closing Date that are so required to be established as a result of the Transactions in accordance with GAAP, or changes as a result of adoption or modification of accounting policies, shall be excluded,

(xii) (A) any expenses and charges and charges that are reimbursed by indemnification or other similar provisions in connection with any investment or any sale, conveyance, transfer or other Asset Sale of assets permitted hereunder and (B) to the extent covered by insurance or indemnification and actually reimbursed, or, so long as the Parent Borrower has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer or indemnifying party and only to the extent that such amount is expected by the Parent Borrower in good faith to be reimbursed within 365 days of the date of the determination (with a deduction for any amount so added back to the extent not so reimbursed within 365 days), losses, expenses and charges with respect to liability or casualty events or business interruption shall be excluded,

(xiii) 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,

(xiv) (A) any accrual, loss, reserve or other charge associated with and/or payment of any actual or prospective dispute, legal settlement, fine, judgment or order shall be excluded and (B) any costs or expenses incurred during such period relating to environmental remediation,

(xv) (A) any costs or expense incurred pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, and any costs or expense incurred in connection with any pension plan, employee benefit scheme, distributor equity plan or any similar equity plan or agreement and (B) the amount of expenses relating to payments made to option holders of such Person or any Parent Entity or any of its direct or indirect parent companies in connection with, or as a result of, any distribution being made to shareholders of such Person or its direct or indirect parent companies, which payments are being made to compensate such option holders as though they were shareholders at the time of, and entitled to share in, such distribution, in each case to the extent permitted under this Agreement, shall in each case be excluded, and

(xvi) earn-out, non-compete and contingent consideration obligations (including to the extent accounted for as bonuses, compensation or otherwise) and adjustments thereof and purchase price adjustments, including in connection with any acquisition or Investment permitted hereunder or in respect of any acquisition consummated prior to the Closing Date, shall in each case be excluded.

For the avoidance of doubt, there shall be excluded in determining Consolidated Net Income for any period (A) any adjustments resulting from the application of ASC 815 and its related pronouncements and interpretations, or the equivalent accounting standard under GAAP or an alternative basis of accounting applied in lieu of GAAP and (B) the impact of changes in the fair value of warrant liabilities or similar liabilities. In addition, the Parent Borrower may elect to disregard adjustments to Consolidated Net Income that are, in the good faith determination of the Parent Borrower, immaterial; provided that any such immaterial adjustments do not, in the good faith estimation of the Parent Borrower, exceed $500,000 in the aggregate for any applicable Test Period.

"**Consolidated Secured Debt**" shall mean, as of any date of determination, Consolidated Total Debt as of such date secured by a Lien on the assets or property of the Parent Borrower or any Restricted Subsidiary.

"**Consolidated Total Assets**" shall mean, as of any date of determination, the amount that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption) on the then most recent consolidated balance sheet of the Parent Borrower and the Restricted Subsidiaries delivered pursuant to Section 9.1.

"**Consolidated Total Debt**" shall mean, as of any date of determination, an amount equal to the sum of the aggregate amount of all outstanding Indebtedness of the Parent Borrower and the Restricted Subsidiaries on a consolidated basis consisting of Indebtedness for borrowed money, Finance Lease Obligations and debt obligations evidenced by promissory notes and similar instruments (and excluding, for the avoidance of doubt, Hedging Obligations); provided that Consolidated Total Debt shall not include Letters of Credit, except to the extent of Unpaid Drawings thereunder;provided, further, that "Consolidated Total Debt" (for all purposes hereunder, including as a component of other definitions) (i) shall exclude any obligation, liability or indebtedness of such Person if, upon or prior to the maturity thereof, such Person has irrevocably deposited with the proper Person in trust or escrow the necessary funds (or evidences of indebtedness) for the payment, redemption or satisfaction of such obligation, liability or indebtedness, and thereafter such funds and evidences of such obligation, liability or indebtedness or other security so deposited are not included in the calculation of the Unrestricted Cash Amount for the purpose of netting against any ratio hereunder, (ii) shall exclude any obligation, liability or indebtedness of such Person to the extent to which such obligation, liability or indebtedness is subject to escrow arrangements or otherwise secured by cash and/or Cash Equivalents pending application to the purpose intended therefor, (iii) shall exclude obligations under any Indebtedness that is non-recourse to the Parent Borrower and/or its Restricted Subsidiaries and (iv) shall exclude obligations under any Non-Finance Lease Obligation.

"**Consolidated Working Capital**" shall mean, at any date, the excess of (i) the sum of all amounts (other than cash and Cash Equivalents) that would, in conformity with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of the Parent Borrower and the Restricted Subsidiaries at such date excluding the current portion of current and deferred income taxes *over* (ii) the sum of all amounts that would, in conformity with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of the Parent Borrower and the Restricted Subsidiaries on such date, but excluding, without duplication, (a) the current portion of any Funded Debt, (b) all Indebtedness consisting of Loans and Letter of Credit Exposure and Finance Leases to the extent otherwise included therein, (c) the current portion of interest, (d) the current portion of current and deferred income taxes, (e) any liabilities that are not Indebtedness and will not be settled in cash or Cash Equivalents during the next succeeding twelve month period after such date, (f) the effects from applying purchase accounting, (g) any accrued professional liability risks, (h) restricted marketable securities and (i) current portion of deferred revenue.

"**Contingent Obligations**" shall mean, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends, or other obligations that do not constitute Indebtedness ("**primary obligations**") of any other Person (the "**primary obligor**") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (a) for the purchase or payment of any such primary obligation or (b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, or (iii) to purchase property, securities, or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"**Contract Consideration**" shall have the meaning provided in the definition of Additional ECF Prepayment Reduction Amounts.

"**Contractual Requirement**" shall have the meaning provided in Section 8.3.

"**Converted Restricted Subsidiary**" shall have the meaning provided in the definition of the term Pro Forma Basis.

"**Converted Unrestricted Subsidiary**" shall have the meaning provided in the definition of the term Pro Forma Basis.

"**Covered Affiliate**" shall have the meaning provided in Section 13.1(k)(i).

"**Covered Entity**" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"**Covered Party**" shall have the meaning provided in Section 13.24.

"**Credit Documents**" shall mean this Agreement, each Joinder Agreement, the Guarantees, the Security Documents, any Acceptable Intercreditor Agreement (if executed), the Intercompany Subordination Agreement, the Ancillary Documents, and any promissory notes issued by the Borrowers pursuant hereto.

"**Credit Event**" shall mean and include the making (but not the conversion or continuation) of a Loan and the issuance of a Letter of Credit.

"**Credit Facilities**" shall mean, collectively, each category of Commitments and each extension of credit hereunder.

"**Credit Facility**" shall mean a category of Commitments and extensions of credit hereunder.

"**Credit Party**" shall mean Holdings, the Borrowers, and the other Guarantors.

"**Cure Amount**" shall have the meaning provided in Section 11.14.

"**Cure Right**" shall have the meaning provided in Section 11.14.

"**Customary Term A Loans**" shall mean any term loans that have terms and conditions determined by the Parent Borrower to be customary for "term A" loans; it being understood and agreed that term loans syndicated primarily to or funded primarily by Persons regulated as banks in the primary syndication thereof with scheduled annual amortization of at least 2.5% per annum are Customary Term A Loans.

"**Daily Simple RFR**" means, for any day (an "**RFR Interest Day**"), an interest rate per annum equal to the greater of (a) SONIA for the day that is 5 Business Days prior to (A) if such RFR Interest Day is a Business Day, such RFR Interest Day or (B) if such RFR Interest Day is not a Business Day, the Business Day immediately preceding such RFR Interest Day and (b) any applicable Floor. Any change in Daily Simple RFR due to a change in SONIA shall be effective from and including the effective date of such change in SONIA without notice to the Borrowers.

"**Daily Simple SOFR**" shall mean, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in consultation with the Parent Borrower in accordance with the conventions for this rate recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

"**Debt Incurrence Prepayment Event**" shall mean any issuance or incurrence by the Parent Borrower or any of its Restricted Subsidiaries of any Indebtedness (excluding any Indebtedness permitted to be issued or incurred under Section 10.1 other than Replacement Term Loans, it being understood that the issuance or incurrence of Replacement Term Loans shall constitute a Debt Incurrence Prepayment Event solely with respect to the Class of Term Loans intended to be replaced thereby).

"**Debtor Relief Laws**" shall mean the Bankruptcy Code of the United States, the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, examinership or similar debtor relief laws of the U.S., Canada or other applicable jurisdictions (domestic or foreign) from time to time in effect and affecting the rights of creditors generally and including (without limitation) the arrangement provisions of any corporate statute governing any corporation formed under the laws of Canada or any province or territory thereof.

"**Declined Proceeds**" shall have the meaning provided in Section 5.2(f).

"**Default**" shall mean any event, act, or condition that with notice or lapse of time, or both, would constitute an Event of Default.

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

"**Defaulting Lender**" shall mean any Lender whose acts or failure to act, whether directly or indirectly, cause it to meet any part of the definition of Lender Default.

"**Designated Gross Amount**" shall have the meaning provided in Section 2.16(b)(ii)(A).

"**Designated Jurisdiction**" shall mean any country or territory to the extent that such country or territory is the target of any Sanctions Laws (as of the date of this Agreement, the Crimea Region of Ukraine, Cuba, Iran, North Korea and Syria).

"**Designated Net Amount**" shall have the meaning provided in Section 2.16(b)(ii)(A).

"**Designated Non-Cash Consideration**" shall mean the Fair Market Value of non-cash consideration received by the Parent Borrower or a Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Non-Cash Consideration pursuant to a certificate of an Authorized Officer of the Parent Borrower, setting forth the basis of such valuation, executed by either a senior vice president or the principal financial officer or other Authorized Officer of the Parent Borrower, *less* the amount of cash or Cash Equivalents received in connection with a subsequent sale of or collection on or other disposition of such Designated Non-Cash Consideration. A particular item of DesignatedNon-Cash Consideration will no longer be considered to be outstanding when and to the extent it has been paid, redeemed or otherwise retired or sold or otherwise disposed of in compliance with Section 10.4.

"**Disposed EBITDA**" shall mean, with respect to any Sold Entity or Business or any Converted Unrestricted Subsidiary for any period, the amount for such period of Consolidated EBITDA of such Sold Entity or Business or Converted Unrestricted Subsidiary, determined on a consolidated basis for such Sold Entity or Business or Converted Unrestricted Subsidiary, as the case may be.

"**disposition**" shall have the meaning assigned such term in clause (i) of the definition of Asset Sale.

"**Disqualified Institutions**" shall mean such Persons (i) that have been specified in writing to the Administrative Agent or the Joint Lead Arrangers on or prior to June 11, 2021 as being Disqualified Institutions, (ii) who are competitors of the Company and its Subsidiaries that are separately identified in writing by the Parent Borrower to the Administrative Agent from time to time, and (iii) in the case of each of clauses (i) and (ii), any of their Affiliates (other than any such Affiliate that is affiliated with a financial investor in such Person and that is not itself an operating company or otherwise an Affiliate of an operating company so long as such Affiliate is a *bona fide* debt Fund) that are either (a) in the case of clause (ii) only, identified in writing by the Parent Borrower to the Administrative Agent from time to time or (b) clearly identifiable on the basis of such Affiliate's name; provided that *bona fide* debt Funds primarily engaged in investing in loans and debt securities shall not be identified as competitors or Affiliates of a competitor; provided, further, that, for the avoidance of doubt, any such designation of a Disqualified Institution hereunder shall not apply retroactively to any prior assignment to any Lender permitted hereunder at the time of such assignment. Notwithstanding the foregoing, each Credit Party and the Lenders acknowledge and agree that the Administrative Agent shall not have any responsibility or obligation to determine whether any Lender or potential Lender is a Disqualified Institution and the Administrative Agent shall have no liability with respect to any assignment made to a Disqualified Institution.

"**Disqualified Stock**" shall mean, with respect to any Person, any Capital Stock of such Person which, by its terms, or by the terms of any security into which it is convertible or for which it is putable or exchangeable, or upon the happening of any event, matures or is mandatorily redeemable (other than solely for Qualified Stock), other than as a result of a change of control, asset sale, or similar event, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than solely for Qualified Stock), other than as a result of a change of control, asset sale, or similar event, in whole or in part, in each case, prior to the date that is 91 days after the Latest Term Loan Maturity Date hereunder (as in effect at the time of such issuance) (it being understood that if any such repurchase obligation is in part, only such part coming into effect prior to 91 days following such Latest Term Loan Maturity Date at the time such Capital Stock is issued shall constitute Disqualified Stock); provided that (i) if such Capital Stock is issued to any plan for the benefit of employees of Holdings, the Parent Borrower or their Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by Holdings, the Parent Borrower or their Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death, or disability and (ii) no Subordinated Shareholder Debt shall constitute Disqualified Stock.

"**Distressed Person**" shall have the meaning provided in the definition of "Lender-Related Distress Event".

"**Dollar Equivalent**" shall mean, at any time, (i) with respect to any amount denominated in Dollars, such amount, and (ii) with respect to any amount denominated in any currency other than Dollars, the equivalent amount thereof in Dollars, as determined by the Administrative Agent on the basis of the Spot Rate (determined on the most recent date of determination) for the purchase of Dollars with such currency.

"**Dollars**" and "**$**" shall mean dollars in lawful currency of the United States.

"**EEA Financial Institution**" shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"**EEA Member Country**" shall mean any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

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

"**Effective Yield**" shall mean, as to any Indebtedness, the effective yield applicable thereto calculated by the Administrative Agent in consultation with the Parent Borrower in a manner consistent with generally accepted financial practices, taking into account (a) interest rate margins, (b) interest rate floors (subject to the proviso set forth below), (c) any amendment to the relevant interest rate margins and interest rate floors prior to the applicable date of determination and (d) original issue discount and upfront or similar fees (based on an assumed four-year average life to maturity or lesser remaining average life to maturity), but excluding (i) any advisory, arrangement, commitment, consent, structuring, success, underwriting, ticking, unused line fees, amendment fees and/or any similar fees payable in connection therewith (regardless of whether any such fees are paid to or shared in whole or in part with any lender) and (ii) any other fee that is not paid directly by the Parent generally to all relevant lenders ratably (or, if only one lender (or affiliated group of lenders) is providing such Indebtedness, are fees of the type not customarily shared with lenders generally); provided that with respect to any Indebtedness that includes a "Eurocurrency floor" or "ABR floor," (a) to the extent that the Eurocurrency Rate (with an Interest Period of three months) or ABR (without giving effect to any floors in such definitions), as applicable, on the date that the Effective Yield is being calculated is less than such floor, the amount of such difference shall be deemed added to the interest rate margin for such Indebtedness for the purpose of calculating the Effective Yield and (b) to the extent that the Eurocurrency Rate (with an Interest Period of three months) or ABR (without giving effect to any floors in such definitions), as applicable, on the date that the Effective Yield is being calculated is greater than such floor, then the floor shall be disregarded in calculating the Effective Yield.

"**Eligible Assignee**" shall mean any Person that may be an assignee of a Revolving Credit Commitment under Section 13.6(b) (subject to receipt of such consents, if any, as may be required for the assignment of the applicable Loan and/or Commitments to such Person under Section 13.6(b)).

"**Environmental Claims**" shall mean any and all actions, suits, orders, decrees, demand letters, claims, notices of noncompliance or potential responsibility or violation, or proceedings pursuant to any Environmental Law or any permit issued, or any approval given, under any such Environmental Law (hereinafter, "**Claims**"), including, without limitation, (i) any and all Claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial, or other actions or damages pursuant to any Environmental Law and (ii) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation, or injunctive relief relating to the presence, Release or threatened Release of Hazardous Materials or arising from alleged injury or threat of injury to health or safety (to the extent relating to human exposure to Hazardous Materials), or the environment including, without limitation, ambient air, indoor air, surface water, groundwater, soil, land surface and subsurface strata, and natural resources such as wetlands.

"**Environmental Law**" shall mean any applicable federal, state, foreign, or local statute, law, rule, regulation, ordinance, code, and rule of common law and in each case as amended, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree, or judgment, relating to pollution or protection of the environment, including, without limitation, ambient air, indoor air, surface water, groundwater, soil, land surface and subsurface strata and natural resources such as flora, fauna, or wetlands, or protection of human health or safety (to the extent relating to human exposure to Hazardous Materials) and including those relating to the generation, storage, treatment, transport, Release, or threat of Release of Hazardous Materials.

"**Equity Financing**" shall mean (w) the net proceeds of the PIPE Financing, (x) the aggregate amount of cash released to the Parent from the Parent's trust account (for the avoidance of doubt, not including the aggregate amount of cash on deposit in the Parent's trust account that is required to be used to redeem the common stock of the Parent) used in connection with the Transactions, (y) the Backstop Amount (as defined in the Transaction Agreement) (to the extent actually funded) and/or (z) any other cash Permitted Equity of the Parent obtained in connection with the Transactions.

"**Equity Interest**" shall mean Capital Stock and all warrants, options, or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock.

"**ERISA**" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, including all regulations issued thereunder.

"**ERISA Affiliate**" shall mean any trade or business (whether or not incorporated) that, together with any Credit Party, is treated as a single employer under Section 414 (b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"**ERISA Event**" shall mean (a) a "reportable event" within the meaning of Section 4043(b) of ERISA and the regulations issued thereunder with respect to any Pension Plan (excluding those for which the 30-day notice period has been waived); (b) the failure to meet the minimum funding standard of Section 412 of the Code with respect to any Pension Plan, or the filing of any request for or receipt of a minimum funding waiver under Section 412 of the Code with respect to any Pension Plan; (c) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) or Section 302 of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (d) the incurrence of material liability with respect to the withdrawal by the Parent Borrower, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in material liability to the Parent Borrower, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (e) the institution by the PBGC of proceedings to terminate any Pension Plan; (f) the imposition of liability on the Parent Borrower, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (g) a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) of the Parent Borrower, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates from any Multiemployer Plan if there is any potential liability therefor under Title IV of ERISA, or the receipt by the Parent Borrower, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates of notice from any Multiemployer Plan that it is insolvent pursuant to Section 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; or (i) the incurrence of liability or the imposition of a Lien pursuant to Section 436 or 430(k) of the Code or pursuant to ERISA with respect to any Pension Plan.

"**Erroneous Payment**" shall have the meaning provided in Section 12.16(a).

"**Erroneous Payment Deficiency Assignment**" shall have the meaning provided in Section 12.16(c)(i).

"**Erroneous Payment Impacted Class**" shall have the meaning provided in Section 12.16(c)(i).

"**Erroneous Payment Return Deficiency**" shall have the meaning provided in Section 12.16(c)(i).

"**Erroneous Payment Subrogation Rights**" shall have the meaning provided in Section 12.16(d).

"**EU Bail-In Legislation Schedule**" shall mean the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"**Euro**" shall mean the single currency unit of the Participating Member States.

"**Eurocurrency Loan**" shall mean any Loan bearing interest at a rate determined by reference to the Eurocurrency Rate.

"**Eurocurrency Rate**" shall mean, for any Interest Period:

(a) in the case of any Eurocurrency Loan denominated in Dollars:

(i) the rate *per annum* equal to the rate determined by the Administrative Agent to be the offered rate that appears on the Reuters Page LIBOR01 (or any successor thereto that displays an offered rate administered by the ICE Benchmark Administration Limited (or any other Person that takes over the administration of that rate)) for deposits in Dollars (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period, determined as of approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Interest Period, or, if different, the date on which quotations would customarily be provided by leading banks in the London interbank market for deposits of amounts in Dollars for delivery on the first day of such Interest Period;

(ii) if the rates referenced in the preceding clause (a)(i) are not available, the related Interpolated Rate;

(b) in the case of any Eurocurrency Loan denominated in Euros:

(i) the rate *per annum* equal to the rate determined by the Administrative Agent to be the offered rate that appears on Reuters Page EURIBOR01 (or any successor thereto that displays an offered rate administered by the Banking Federation of the European Union (or any other Person that takes over the administration of that rate)) for deposits in Euros (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period, determined as of approximately 11:00 a.m. (Brussels time) two TARGET Days prior to the first day of such Interest Period, or, if different, the date on which quotations would customarily be provided by leading banks in the European interbank market for deposits of amounts in Euros for delivery on the first day of such Interest Period;

(ii) if the rates referenced in the preceding clause (b)(i) are not available, the related Interpolated Rate; and

(c) in the case of any Eurocurrency Loan denominated in a currency other than Dollars and Euros, the rate established pursuant to any amendment entered into pursuant to Section 13.1(c)(iii) hereof;

provided that in no event shall the Eurocurrency Rate for any currency be less than the Floor (if any) applicable to such currency.

"**Event of Default**" shall have the meaning provided in Section 11.

"**Excess Cash Flow**" shall mean, for any period, an amount equal to the excess of:

(i) the sum, without duplication, of:

(a) Consolidated Net Income of the Parent Borrower and its Restricted Subsidiaries for such period,

(b) an amount equal to the amount of all non-cash charges to the extent deducted in arriving at such Consolidated Net Income (but excluding any such non-cash charge representing an accrual or reserve for potential cash items in any future period and excluding amortization of a prepaid cash item that was paid in a prior period) and cash receipts to the extent excluded in arriving at such Consolidated Net Income,

(c) decreases in Consolidated Working Capital for such period (other than (1) reclassification of items from short-term to long-term or vice versa and (2) any such decreases arising from acquisitions or Asset Sales by the Parent Borrower and the Restricted Subsidiaries completed during such period or the application of purchase accounting),

(d) an amount equal to the aggregate net non-cash loss on Asset Sales by the Parent Borrower and the Restricted Subsidiaries during such period (other than Asset Sales in the ordinary course of business) to the extent deducted in arriving at such Consolidated Net Income, and

(e) cash receipts in respect of Hedge Agreements during such period to the extent not otherwise included in Consolidated Net Income,

over (ii) the sum, without duplication, of:

(a) an amount equal to the amount of all non-cash credits included in arriving at such Consolidated Net Income, cash charges to the extent excluded (or otherwise not included) in arriving at such Consolidated Net Income, and Transaction Expenses to the extent not deducted in arriving at such Consolidated Net Income and paid in cash during such period,

(b) the aggregate amount of all principal payments of Indebtedness of the Parent Borrower and the Restricted Subsidiaries (including (1) the principal component of payments in respect of Finance Lease Obligations, (2) the amount of any scheduled repayment of Term Loans pursuant to Section 2.5, and (3) the amount of a mandatory prepayment of Term Loans pursuant to Section 5.2(a) to the extent required due to an Asset Sale or casualty event that resulted in an increase to Consolidated Net Income and not in excess of the amount of such increase but excluding (A) all other prepayments of Term Loans and (B) all prepayments of Revolving Loans (and any other revolving loans (unless there is an equivalent permanent reduction in commitments thereunder)) made during such period, except to the extent financed with the proceeds of other long-term Indebtedness of the Parent Borrower or the Restricted Subsidiaries),

(c) an amount equal to the aggregate net non-cash gain on Asset Sales by the Parent Borrower and the Restricted Subsidiaries during such period (other than Asset Sales in the ordinary course of business) to the extent included in arriving at such Consolidated Net Income,

(d) increases in Consolidated Working Capital for such period (other than (1) reclassification of items from short-term to long-term or vice versa and (2) any such increases arising from acquisitions or Asset Sales by the Parent Borrower and the Restricted Subsidiaries completed during such period or the application of purchase accounting),

(e) payments in cash by the Parent Borrower and the Restricted Subsidiaries during such period in respect of long-term liabilities of the Parent Borrower and the Restricted Subsidiaries other than Indebtedness, to the extent not already deducted from Consolidated Net Income,

(f) the aggregate amount of any premium, make-whole, or penalty payments actually paid in cash by the Parent Borrower and the Restricted Subsidiaries during such period that are made in connection with any prepayment of Indebtedness to the extent that such payments are not deducted in calculating Consolidated Net Income,

(g) the amount of taxes (including penalties and interest) paid in cash or tax reserves set aside or payable (without duplication) in such period to the extent they exceed the amount of tax expense deducted in determining Consolidated Net Income for such period,

(h) cash expenditures in respect of Hedge Agreements during such period to the extent not deducted in arriving at such Consolidated Net Income, and

(i) to the extent not expensed (or exceeding the amount expensed) during any period or not deducted (or exceeding the amount deducted) in arriving at such Consolidated Net Income, the aggregate amount of losses, expenses or other charges paid or payable in cash by the Parent Borrower and its Restricted Subsidiaries during such period (whether or not incurred during such period), other than to the extent financed with long-term funded Indebtedness (other than revolving Indebtedness).

Notwithstanding anything to the contrary in this Agreement, in no event shall Excess Cash Flow be calculated on a Pro Forma Basis.

"**Excess Cash Flow Period**" shall mean each fiscal year of the Parent Borrower ending after the Closing Date (commencing, for the avoidance of doubt, with the first fiscal year of the Parent Borrower that begins after the Closing Date).

"**Excluded Contribution**" shall mean the aggregate amount of net cash proceeds, and the Fair Market Value of marketable securities or other assets or property, received by the Parent Borrower from (i) contributions to its Permitted Equity, or (ii) the sale (other than to a Subsidiary of the Parent Borrower, or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement of Holdings or the Parent Borrower) of Capital Stock (other than Disqualified Stock) of the Parent Borrower, as the case may be, which are excluded from the calculation set forth in clauses (c), (d) and (i) of the definition of Available Amount; provided that no Cure Amount shall constitute an Excluded Contribution.

"**Excluded Lender**" shall have the meaning provided in Section 13.1(k)(ii).

"**Excluded Property**" shall mean (a) any motor vehicles and other assets subject to certificates of title if a security interest therein cannot be perfected by the filing of a UCC-1 financing statement or without requiring any perfection action, (b) all commercial tort claims (excluding the proceeds therefrom) estimated by the Parent Borrower in good faith not to exceed $10,000,000, (c) any governmental licenses or state or local franchises, charters and authorizations to the extent security interest is prohibited or restricted thereby (excluding the proceeds therefrom), (d) pledges and security interests prohibited or restricted by any applicable law, rule, regulation or governmental or court order (including any requirement to obtain the consent of any governmental or third party authority unless such consent is obtained (it being understood that there is (and shall be) no obligation to pursue or obtain such consent)), (e) any asset (including any general intangibles and any contract, instrument, lease, license, permit, agreement or other document, or

any property or other right subject thereto (including pursuant to a purchase money security interest, capital lease or similar arrangement or, in the case of after-acquired property, pre-existing secured Indebtedness not incurred in anticipation of the acquisition by the Credit Party of such property)) the grant or perfection of a security interest in which would (i) constitute a violation of a restriction in favor of a third party (other than a Credit Party) or result in the abandonment, invalidation or unenforceability of any right or assets of the relevant Credit Party, (ii) result in a breach, termination (or a right of termination) or default under any such contract, instrument, lease, license, permit, agreement or other document (including pursuant to any "change of control" or similar provision) (there being no requirement pursuant to any Credit Document to obtain any consent in respect thereof from any Person that is not also a Credit Party) or (iii) permit any Person (other than any Credit Party) to amend any rights, benefits and/or obligations of the relevant Credit Party or Restricted Subsidiary in respect of such relevant asset or permit such Person to require any Credit Party or any subsidiary of the Parent Borrower to take any action materially adverse to the interests of such subsidiary or Credit Party; provided, however, that any such asset will only constitute Excluded Property under clause (i), clause (ii) or clause (iii) above to the extent such violation or breach, termination (or right of termination), default or right to amend would not be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable Requirement of Law; provided, further, that any such asset shall cease to constitute Excluded Property at such time as the condition causing such violation, breach, termination (or right of termination) or default or right to amend or require other actions no longer exists and to the extent severable, the security interest granted under the applicable Security Document shall attach immediately to any portion of such general intangible or other right that does not result in any of the consequences specified in clauses (i) through (iii) above, (f) any assets or property (other than Capital Stock or Stock Equivalents of a Subsidiary) to the extent a security interest in such assets would reasonably be expected to result in non-de minimis adverse tax consequences to Holdings, the Parent Borrower or any of its Subsidiaries or parent companies as determined by the Parent Borrower, in good faith, (g) letter of credit rights except to the extent constituting a supporting obligation for other Collateral as to which perfection of the security interest in such other Collateral is accomplished by filing of a financing statement or registration under the Uniform Commercial Code (it being understood that no actions shall be required to perfect a security interest in letter of credit rights, other than filing of a statement or registration under the Uniform Commercial Code), (h) any intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law, (i) any Excluded Stock and Stock Equivalents, (j) assets where the cost of obtaining a security interest therein (including any tax effects relating thereto) exceeds the practical benefit to the Lenders afforded thereby as determined in good faith by the Parent Borrower, (k) any Excluded Real Property, (l) any assets or property of any CFC or CFC Holding Company and (m) any asset of Holdings other than Capital Stock of the Parent Borrower; provided, however, that Excluded Property shall not include any proceeds, substitutions or replacements of any Excluded Property referred to in clauses (a) through (m) (unless such proceeds, substitutions or replacements would constitute Excluded Property referred to in clauses (a) through (m)).

"**Excluded Real Property**" shall mean (a) (i) on the Closing Date, each fee-owned real property with a Fair Market Value (or, if Fair Market Value is not determinable by the Parent Borrower, book value) of $10,000,000 or less per property or (ii) after the Closing Date, each fee-owned real property with a purchase price of $10,000,000 or less per property, (b) any real property that is subject to a Permitted Lien of the type described in clause (ix) of the definition thereof or securing Indebtedness of the type described in Section 10.1(d), (c) any real property with respect to which, in the good faith determination of the Parent Borrower, the cost of providing a Mortgage is excessive in view of the benefits to be obtained by the Lenders, (d) any real property acquired after the Closing Date to the extent providing a mortgage on such real property would (i) reasonably be expected to result in non-de minimis adverse tax consequences as determined in good faith by the Parent Borrower, (ii) be prohibited or limited by any applicable law, rule,

regulation, or governmental or court order (including any requirement to obtain the consent of any governmental or third party authority unless such consent is obtained (it being understood that there is (and shall be) no obligation to pursue or obtain such consent)), or (iii) violate a contractual obligation to the owners of such real property (other than any such owners that are Holdings, the Parent Borrower or their Restricted Subsidiaries) that is binding on or relating to such real property (other than customary non-assignment provisions which are ineffective under the Uniform Commercial Code or other applicable regulation or statute), (e) any Real Estate that a Credit Party has leasehold interest in as tenant or which is not otherwise owned in fee and (f) any real property that is not located in the United States.

"**Excluded Stock and Stock Equivalents**" shall mean (i) any Capital Stock or Stock Equivalents with respect to which, in the good faith of the Parent Borrower, the cost or other consequences of pledging such Capital Stock or Stock Equivalents in favor of the Secured Parties under the Security Documents shall be excessive in view of the benefits to be obtained by the Lenders therefrom, (ii) (A) any Voting Stock (or Stock Equivalents of Voting Stock) in excess of 65% of the total combined voting power of all classes of issued and outstanding Voting Stock of any Subsidiary of the Parent Borrower that is (I) a CFC or a CFC Holding Company and (II) not a Subsidiary of a CFC or a CFC Holding Company and (B) any Capital Stock or Stock Equivalents in any Subsidiary of (I) a CFC or (II) a CFC Holding Company, (iii) any Capital Stock or Stock Equivalents to the extent the pledge thereof would violate any applicable law, rule, regulation, or governmental or court order (including any legally effective requirement to obtain the consent of any Governmental Authority unless such consent has been obtained (it being understood that there is (and shall be) no obligation to pursue or obtain such consent)), (iv) in the case of (A) any Capital Stock or Stock Equivalents of any Subsidiary to the extent such Capital Stock or Stock Equivalents are subject to a Lien permitted by clause (ix) of the definition of Permitted Lien or (B) any Capital Stock or Stock Equivalents of any Subsidiary that is not wholly-owned by the Parent Borrower and its Subsidiaries at the time such Subsidiary becomes a Subsidiary for so long as it is not wholly-owned, any Capital Stock or Stock Equivalents of each such Subsidiary described in clause (A) or (B) to the extent (I) that a pledge thereof to secure the Obligations is prohibited by any applicable Contractual Requirement (after giving effect to the anti-assignment provisions of the Uniform Commercial Code or other applicable law and other than proceeds thereof the assignment of which is expressly deemed effective under the Uniform Commercial Code or other applicable law notwithstanding such prohibition or restriction), (II) any Contractual Requirement prohibits such a pledge without the consent of any other party; provided that this clause (II) shall not apply if (x) such other party is a Credit Party or Wholly-Owned Subsidiary or (y) consent has been obtained to consummate such pledge (it being understood that the foregoing shall not be deemed to obligate Holdings, the Parent Borrower or any Subsidiary to obtain any such consent) (after giving effect to the anti-assignment provisions of the Uniform Commercial Code or other applicable law and other than proceeds thereof the assignment of which is expressly deemed effective under the Uniform Commercial Code or other applicable law notwithstanding such prohibition or restriction) and for so long as such Contractual Requirement or replacement or renewal thereof is in effect, or (III) a pledge thereof to secure the Obligations would give any other party (other than a Credit Party or Wholly-Owned Subsidiary) to any contract, agreement, instrument, or indenture governing such Capital Stock or Stock Equivalents the right to terminate its obligations thereunder (after giving effect to the anti-assignment provisions of the Uniform Commercial Code or other applicable law and other than proceeds thereof the assignment of which is expressly deemed effective under the Uniform Commercial Code or other applicable law notwithstanding such prohibition or restriction), (v) any Capital Stock or Stock Equivalents of any Subsidiary, to the extent that the pledge of such Capital Stock or Stock Equivalents would result in non-de minimis adverse tax consequences to Holdings, the Parent Borrower or any Subsidiary or any parent company as determined by the Parent Borrower in good faith, (vi) any Capital Stock or Stock Equivalents that are margin stock, (vii) any Capital Stock and Stock Equivalents of any Subsidiary that is a captive insurance Subsidiary or an SPV or Receivables Subsidiary and (viii) any Capital Stock or Stock Equivalents of each Subsidiary, in each case, for so long as any such Subsidiary (A) does not (on a consolidated basis with its Restricted Subsidiaries) constitute a Material Subsidiary or (B) is an Unrestricted Subsidiary.

"**Excluded Subsidiary**" shall mean (i) each Subsidiary, in each case, for so long as any such Subsidiary does not (on a consolidated basis with its Restricted Subsidiaries) constitute a Material Subsidiary, (ii) each Subsidiary that is not a Wholly-Owned Subsidiary (for so long as such Subsidiary remains a non-Wholly-Owned Restricted Subsidiary), (iii) (A) any CFC or CFC Holding Company and (B) any Subsidiary of a CFC or a CFC Holding Company, (iv) any Foreign Subsidiary and any U.S. Subsidiary of a Foreign Subsidiary, (v) each Subsidiary that is prohibited by any applicable Contractual Requirement or any applicable law, rule or regulation (including any requirement to obtain the consent of any governmental or third party authority unless such consent is obtained (it being understood that there is (and shall be) no obligation to pursue or obtain such consent)) from guaranteeing or granting Liens to secure the Obligations at the time such Subsidiary becomes a Restricted Subsidiary (and for so long as such restriction or any replacement or renewal thereof is in effect), (vi) (a) any other Subsidiary with respect to which, in the good faith judgment of the Parent Borrower, the cost or other consequences of providing a Guarantee of the Obligations (including any tax effects relating thereto) shall be excessive in view of the benefits to be obtained by the Lenders therefrom or (b) any Subsidiary with respect to which providing such a Guarantee would result in non-de minimis adverse tax consequences to Holdings, the Parent Borrower or any of its Subsidiaries or parent companies as determined by the Parent Borrower in good faith, (vii) each Unrestricted Subsidiary, (viii) any Receivables Subsidiary, (ix) each other Subsidiary acquired pursuant to a Permitted Acquisition or other Investment permitted hereunder and financed with assumed Indebtedness permitted hereunder, 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 was not created in contemplation of such Permitted Acquisition or other Investment permitted hereunder, (x) each SPV or not-for-profit Subsidiary and (xi) any Subsidiary for which the providing of a guarantee would reasonably be expected to result in any violation or breach of, or conflict with, fiduciary duties of such Subsidiary's officers, directors or managers (as determined by the Parent Borrower in good faith).

Notwithstanding the foregoing, the Parent Borrower may elect in writing that any Restricted Subsidiary (including any Restricted Subsidiary organized in a jurisdiction outside of the United States) that would otherwise constitute an Excluded Subsidiary shall become a Guarantor hereunder until such time as the Parent Borrower may specify in writing (each, a "**Specified Foreign Guarantor**"). In the event that such Restricted Subsidiary is organized in a jurisdiction outside of the United States, the Parent Borrower and the Collateral Agent shall cooperate to establish customary security arrangements with respect to such Restricted Subsidiary, which shall be based upon such "agreed security principles" as are customary for similar transactions governed by New York law.

"**Excluded Swap Obligation**" shall mean, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) or any other applicable law by virtue of such Guarantor'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 Guarantor 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**" shall mean, with respect to any Agent, any Lender, any Letter of Credit Issuer or any other recipient of any payment to be made by or on account of any obligation of any Credit Party hereunder or under any other Credit Document, (i) Taxes imposed on or measured by its net income (however denominated), franchise (and similar) Taxes (imposed in lieu of net income Taxes) or branch profits Taxes (in each case, however denominated, and including (for the avoidance of doubt) any backup withholding in respect thereof under Section 3406 of the Code), in each case by a jurisdiction (including any political subdivision thereof) as a result of such recipient being organized (or incorporated) in, having its principal office in, or in the case of any Lender, having its applicable lending office in, such jurisdiction, or as a result of any other present or former connection with such jurisdiction (other than any such connection arising from this Agreement or any other Credit Documents or any transactions contemplated thereunder), (ii) any U.S. federal withholding Tax imposed on amounts payable to or for the account of a Lender pursuant to laws in force at the time such Lender acquires an interest in (or becomes a party to) any Credit Document (or designates a new lending office), other than in the case of a Lender that is an assignee pursuant to a request by the Parent Borrower under Section 13.7 (or that designates a new lending office pursuant to a request by the Parent Borrower), except to the extent that such Lender (or its assignor, if any) was entitled, immediately prior to the designation of a new lending office (or assignment), to receive additional amounts from the applicable Credit Parties with respect to such withholding Tax pursuant to Section 5.4, (iii) any Taxes attributable to a recipient's failure to comply with Section 5.4(e) or (iv) any withholding Tax imposed under FATCA.

"**Existing Class**" shall mean any Existing Term Loan Class and any Existing Revolving Credit Class.

"**Existing Debt Facility**" shall mean that certain Credit Agreement, dated as of March 8, 2019, by an among Mirion Technologies, Inc., as US Borrower (as defined therein), Mirion Technologies (Luxembourg) S.A R.L, as Lux Borrower (as defined therein), the lending institutions party thereto as lenders and Morgan Stanley Senior Funding, Inc., as administrative agent and collateral agent (as amended by that certain Joinder Agreement and Amendment No. 1 dated as of July 8, 2019, that certain Joinder Agreement and Amendment No. 2, dated as of December 16, 2019, and that certain Joinder Agreement and Amendment No. 3, dated as of December 18, 2020, and is otherwise amended, amended and restated, modified or supplemented).

"**Existing Revolving Credit Class**" shall have the meaning provided in Section 2.14(g)(ii).

"**Existing Revolving Credit Commitment**" shall have the meaning provided in Section 2.14(g)(ii).

"**Existing Revolving Credit Loans**" shall have the meaning provided in Section 2.14(g)(ii).

"**Existing Term Loan Class**" shall have the meaning provided in Section 2.14(g)(i).

"**Expected Cost Savings**" shall have the meaning provided in the definition of the term Consolidated EBITDA.

"**Extended Repayment Date**" shall have the meaning provided in Section 2.5(c).

"**Extended Revolving Credit Commitments**" shall have the meaning provided in Section 2.14(g)(ii).

"**Extended Revolving Credit Loans**" shall have the meaning provided in Section 2.14(g)(ii).

"**Extended Revolving Loan Maturity Date**" shall mean the date on which any tranche of Extended Revolving Credit Loans matures.

"**Extended Term Loan Repayment Amount**" shall have the meaning provided in Section 2.5(c).

"**Extended Term Loans**" shall have the meaning provided in Section 2.14(g)(i).

"**Extending Lender**" shall have the meaning provided in Section 2.14(g)(iii).

"**Extension Amendment**" shall have the meaning provided in Section 2.14(g)(iv).

"**Extension Date**" shall have the meaning provided in Section 2.14(g)(v).

"**Extension Election**" shall have the meaning provided in Section 2.14(g)(iii).

"**Extension Request**" shall mean a Term Loan Extension Request.

"**Extension Series**" shall mean all Extended Term Loans and Extended Revolving Credit Commitments that are established pursuant to the same Extension Amendment (or any subsequent Extension Amendment to the extent such Extension Amendment expressly provides that the Extended Term Loans or Extended Revolving Credit Commitments, as applicable, provided for therein are intended to be a part of any previously established Extension Series) and that provide for the same interest margins, extension fees, and amortization schedule.

"**Fair Market Value**" shall mean 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 in an orderly manner over a reasonable period of time having regard to the nature and characteristics of such asset, as determined in good faith by the Parent Borrower.

"**FATCA**" shall mean (i) 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), (ii) any regulations promulgated thereunder or official interpretations thereof, (iii) any agreements entered into pursuant to Section 1471(b)(1) of the Code as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and (iv) any intergovernmental agreements (or related legislation or official administrative rules or practices) implementing the foregoing.

"**FCA**" shall have the meaning provided in Section 1.16(a).

"**Federal Funds Effective Rate**" shall mean, for any day, the weighted average of the *per annum* rates on overnight federal funds transactions with members of the Federal Reserve System as published on the next succeeding Business Day by the Federal Reserve Bank of New York; provided that (i) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (ii) if no such rate is so published on such next succeeding Business Day, the Federal Funds Effective Rate for such day shall be the average rate charged to the Administrative Agent on such day on such transactions as determined by the Administrative Agent.

"**Fees**" shall mean all amounts payable pursuant to, or referred to in,Section 4.1.

"**Finance Lease**" shall mean, as applied to any Person, any lease of any property (whether real, personal, or mixed) by that Person as lessee that, in conformity with GAAP, is, or is required to be, accounted for as a financing or capital lease on the balance sheet of that Person. Notwithstanding anything to the contrary in the definition of "Finance Lease" or "Finance Lease Obligation" or in this Agreement, unless the Parent Borrower elects otherwise, all obligations of any Person that are or would have (regardless of when such obligations were created) been treated as operating leases for purposes of GAAP prior to the issuance by the Financial Accounting Standards Board on February 25, 2016 of an Accounting Standards Update (the "**ASU**") shall continue to be accounted for as leases that do not constitute finance or capital lease obligations or Indebtedness) for purposes of all financial definitions, calculations and deliverables under this Agreement or any other Credit Document (including the calculation of Consolidated Net Income and Consolidated EBITDA) notwithstanding the fact that such obligations are required in accordance with the ASU 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.

"**Finance Lease Obligation**" shall mean, at the time any determination thereof is to be made, the amount of the liability in respect of a Finance Lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) prepared in accordance with GAAP.

"**First Lien Net Leverage Ratio**" shall mean, as of any date of determination, the ratio of (i) Consolidated First Lien Secured Debt as of such date of determination, *minus* the Unrestricted Cash Amount to (ii) Consolidated EBITDA of the Parent Borrower and the Restricted Subsidiaries for the Test Period then last ended, in each case with such *pro forma* adjustments as are appropriate and consistent with the *pro forma* adjustment provisions set forth in Section 1.12.

"**First Lien Obligations**" shall mean (i) the Obligations and (ii) any Other First Lien Obligations.

"**Fixed Amounts**" shall have the meaning provided in Section 1.11(b).

"**Fixed Charges**" shall mean, with respect to any Person for any period, the sum of:

(i) Consolidated Interest Expense of such Person for such period,

(ii) all cash dividend payments (excluding items eliminated in consolidation) on any series of preferred stock or any Refunding Capital Stock of such Person made during such period, and

(iii) all cash dividend payments (excluding items eliminated in consolidation) on any series of Disqualified Stock made during such period.

"**Flood Insurance Laws**" shall mean, collectively, (i) the National Flood Insurance Act of 1968, (ii) the Flood Disaster Protection Act of 1973, (iii) the National Flood Insurance Reform Act of 1994, (iv) the Flood Insurance Reform Act of 2004 and (v) Biggert-Waters Flood Insurance Reform Act of 2012, each as now or hereafter in effect or any successor statute thereto, and in each case, together with all statutory and regulatory provisions consolidating, amending, replacing, supplementing, implementing or interpreting any of the foregoing, as amended or modified from time to time.

"**Floor**" shall mean, (i) with respect to the Initial Term Loans, 0.50% per annum and (ii) with respect to Loans and Letters of Credit denominated in Dollars, Euros or Pounds Sterling, in each case pursuant to the Initial Revolving Credit Commitments, 0.00% per annum.

"**Foreign Currency Benchmark Discontinuance Event**" shall mean any of the following with respect to any benchmark interest rate for the determination of a rate of interest with respect to Loans denominated in a currency other than Dollars (as of the date of this Agreement, Euros and Pounds Sterling):

(a) a benchmark interest rate (as of the date of this agreement, the Eurocurrency Rate for Euro and Daily Simple RFR for Pounds Sterling) is not ascertainable pursuant to the provisions of this Agreement and the inability to ascertain such rate is unlikely to be temporary;

(b) the regulatory supervisor for the administrator of such benchmark interest rate, the central bank for the applicable currency, an insolvency official with jurisdiction over the administrator for such benchmark interest rate, a resolution authority with jurisdiction over the administrator for such benchmark rate of interest or a court or an entity with similar insolvency or resolution authority over the administrator for such benchmark rate of interest, has made a public statement, or published information, stating that the administrator of such benchmark rate of interest has ceased or will cease to provide such benchmark rate of interest permanently or indefinitely on a specific date, provided that, at that time, there is no successor administrator that will continue to provide such benchmark rate of interest; or

(c) the administrator of such benchmark rate of interest or a Governmental Authority having jurisdiction over the Administrative Agent or the administrator of such benchmark rate of interest has made a public statement identifying a specific date after which such benchmark rate of interest shall no longer be made available, or used for determining the interest rate of loans; provided that, at that time, there is no successor administrator that will continue to provide such benchmark rate of interest.

"**Foreign Currency Benchmark Discontinuance Time**" shall mean, with respect to any Foreign Currency Benchmark Discontinuance Event, (i) in the case of an event under clause (a) of such definition, the Business Day immediately following the date of determination that such interest rate is not ascertainable and such result is unlikely to be temporary and (ii) in the case of an event under clause (b) or (c) of such definition, the date on which the applicable benchmark rate of interest ceases to be provided by the administrator thereof or is not permitted to be used.

"**Foreign Prepayment Event**" shall have the meaning provided in Section 5.2(a)(iv).

"**Foreign Subsidiary**" shall mean each Subsidiary of the Parent Borrower that is not a U.S. Subsidiary.

"**Fronting Exposure**" shall mean, at any time there is a Defaulting Lender, with respect to the Letter of Credit Issuer, such Defaulting Lender's Revolving Credit Commitment Percentage of the outstanding L/C Obligations other than L/C Obligations as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof.

"**Fronting Fee**" shall have the meaning provided in Section 4.1(d).

"**Fund**" shall mean any Person (other than a natural Person) that is engaged or advises funds or other investment vehicles that are engaged in making, purchasing, holding, or investing in commercial loans and similar extensions of credit in the ordinary course.

"**Funded Debt**" shall mean all Indebtedness of the Parent Borrower and the Restricted Subsidiaries for borrowed money that matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the option of the Parent Borrower or any Restricted Subsidiary, to a date more than one year from the date of its creation or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date (including all amounts of such Funded Debt required to be paid or prepaid within one year from the date of its creation), and, in the case of the Credit Parties, Indebtedness in respect of the Loans.

"**GAAP**" shall mean generally accepted accounting principles in the United States, as in effect from time to time; provided, however, that if the Parent Borrower notifies the Administrative Agent that the Parent Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof (including, but not limited to, the impact of Accounting Standards Update 2016-12, Revenue from Contracts with Customers (Topic 606) or similar revenue recognition policies or any change in the methodology of calculating reserves for returns, rebates and other chargebacks) or any election by the Parent Borrower to apply IFRS (as described below) on the operation of such provision, regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Furthermore, at any time after the Closing Date, the Parent Borrower may elect to apply International Financial Reporting Standards ("**IFRS**") accounting principles in lieu of GAAP and, upon any such election, references herein to GAAP and GAAP concepts shall thereafter be construed to refer to IFRS and corresponding IFRS concepts (except as otherwise provided in this Agreement); provided any such election, once made, shall be irrevocable; provided, further, that any calculation or determination in this Agreement that requires the application of GAAP for periods that include fiscal quarters ended prior to the Parent Borrower's election to apply IFRS shall remain as previously calculated or determined in accordance with GAAP. The Parent Borrower shall give written notice of any such election made in accordance with this definition to the Administrative Agent. For the avoidance of doubt, solely making an election (without any other action) referred to in this definition will not be treated as an incurrence of Indebtedness. Notwithstanding any other provision contained herein, the amount of any Indebtedness under GAAP with respect to Finance Lease Obligations shall be determined in accordance with the definition of Finance Lease Obligations.

"**Goldman Sachs**" shall mean GS and its Affiliates that invest in loans or other extensions of credit in the ordinary course of their business. For the avoidance of doubt, the term "Goldman Sachs" shall exclude the GS Sponsor.

"**Governmental Authority**" shall mean any nation, sovereign, or government, any state, province, territory, or other political subdivision thereof, and any entity or authority exercising executive, legislative, judicial, taxing, regulatory, or administrative functions of or pertaining to government, including a central bank or stock exchange.

"**Granting Lender**" shall have the meaning provided in Section 13.6(g).

"**Gross Outstandings**" shall mean, with respect to an overdraft facility comprising more than one account, the Ancillary Outstandings of such overdraft facility but calculated on the basis that the text "(net of any Available Credit Balance)" in paragraph (x) of the definition of "Ancillary Outstandings" was deleted.

"**GS**" shall mean Goldman Sachs Lending Partners LLC.

"**GS & Co.**" shall have the meaning provided in the recitals to this Agreement.

"**GS Sponsor**" shall mean GS Sponsor II LLC, a Delaware limited liability company.

"**Guarantee**" shall mean (i) the Guarantee made by Holdings and each other Guarantor in favor of the Collateral Agent for the benefit of the Secured Parties, substantially in the form of Exhibit B, and (ii) any other guarantee of the Obligations made by a Restricted Subsidiary in form and substance reasonably acceptable to the Administrative Agent.

"**guarantee obligations**" shall mean, as to any Person, any obligation of such Person guaranteeing or intended to guarantee any Indebtedness of any primary obligor in any manner, whether directly or indirectly, including any obligation of such Person, whether or not contingent, (i) to purchase any such Indebtedness or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (a) for the purchase or payment of any such Indebtedness or (b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities, or services primarily for the purpose of assuring the owner of any such Indebtedness of the ability of the primary obligor to make payment of such Indebtedness, or (iv) otherwise to assure or hold harmless the owner of such Indebtedness against loss in respect thereof; provided, however, that the term guarantee obligations shall not include endorsements of instruments for deposit or collection in the ordinary course of business or customary and reasonable indemnity obligations or product warranties in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any guarantee obligation shall be deemed to be an amount equal to the stated or determinable amount of the Indebtedness in respect of which such guarantee obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

"**Guarantors**" shall mean (i) each Subsidiary of the Parent Borrower that is party to the Guarantee on the Closing Date, (ii) each Subsidiary of the Parent Borrower that becomes a party to a Guarantee after the Closing Date pursuant to Section 9.11 or otherwise and (iii) Holdings; provided that (i) in no event shall any Excluded Subsidiary be required to be a Guarantor (unless such Subsidiary is no longer an Excluded Subsidiary) and (ii) in no event shall any Subsidiary that is described in clause (iii) of the definition of "Excluded Subsidiary" be a Guarantor; provided, further, that notwithstanding anything to the contrary in this Agreement, no Borrower shall constitute an Excluded Subsidiary and no Subsidiary that becomes a Guarantor at the election of the Parent Borrower pursuant to Section 9.11 shall thereafter constitute an "Excluded Subsidiary" pursuant to clause (iii) and/or (iv) of the definition thereof.

"**Hazardous Materials**" shall mean (i) any petroleum or petroleum products, radioactive materials, friable asbestos, polychlorinated biphenyls, and radon gas; (ii) any chemicals, materials, or substances defined as or included in the definition of "hazardous substances," "hazardous waste," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "toxic substances," "toxic pollutants," "contaminants," or "pollutants," or words of similar import, under any Environmental Law; and (iii) any other chemical, material, or substance, which is prohibited, limited, or regulated due to its dangerous or deleterious properties or characteristics by, any Environmental Law.

"**Hedge Agreements**" shall mean (i) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (ii) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "**Master Agreement**"), including any such obligations or liabilities under any Master Agreement.

"**Hedge Bank**" shall mean (i) (a) at the Parent Borrower's election from time to time by written notice to the Administrative Agent substantially in the form of Exhibit M-1 or such other form reasonably acceptable to the Administrative Agent, each Revolving Credit Lender as of the Closing Date and each of JPMorgan Chase Bank, N.A., Bank of America, N.A., Royal Bank of Canada, Morgan Stanley Bank, N.A., HSBC Bank, N.A. and Deutsche Bank AG or any Affiliate of any such Person, (b) any Person that, at the time it enters into a Hedge Agreement, is a Lender, an Agent or an Affiliate of a Lender or an Agent and (c) with respect to any Hedge Agreement entered into prior to the Closing Date, any Person that is a Lender or an Agent or an Affiliate of a Lender or an Agent on the Closing Date and (ii) any other Person reasonably acceptable to the Administrative Agent that is designated by the Parent Borrower as a "Hedge Bank" by written notice to the Administrative Agent substantially in the form of Exhibit M-1 or such other form reasonably acceptable to the Administrative Agent.

"**Hedging Obligations**" shall mean, with respect to any Person, the obligations of such Person under any Hedge Agreements.

"**Historical Financial Statements**" shall mean (a) audited consolidated balance sheets of Mirion Technologies (HoldingRep), Ltd. and its consolidated Subsidiaries, and related consolidated statements of operations, stockholders' equity and cash flows of Mirion Technologies (HoldingRep), Ltd. and its consolidated subsidiaries for June 30, 2020, June 30, 2019 and June 30, 2018 and (b) the unaudited consolidated balance sheet of Mirion Technologies (HoldingRep), Ltd. and its consolidated Subsidiaries as at the end of March 31, 2021, December 31, 2020 and September 30, 2020.

"**Holdings**" shall mean (i) Holdings (as defined in the preamble to this Agreement) or (ii) after the Closing Date, at the written election of the Parent Borrower, any other Person or Persons organized under the laws of the United States, any State of the United States, the District of Columbia, Canada, any province or territory of Canada, Germany or England and Wales ("**New Holdings**") that is a Subsidiary of (or are Subsidiaries of) Holdings or of any Parent Entity of Holdings but not the Parent Borrower (the Person that is Holdings immediately prior to any such written election by the Parent Borrower, "**Previous Holdings**"); provided that (a) such New Holdings directly owns 100% of the Equity Interests of the Parent Borrower, (b) New Holdings shall expressly assume all the obligations of Previous Holdings under this Agreement and the other Credit Documents pursuant to a supplement hereto or thereto in form and substance reasonably satisfactory to the Administrative Agent, (c) if reasonably requested by the Administrative Agent, an opinion of counsel shall be delivered by the Parent Borrower to the Administrative Agent to the effect that, without limitation, such substitution does not violate this Agreement or any other Credit Document, (d) (i) 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 and (ii) such substitution does not result in any adverse tax consequences to any Lender (unless reimbursed hereunder) or to the Administrative Agent (unless reimbursed hereunder) and (e) no Change of Control shall occur; provided, further, that if each of the foregoing is satisfied, Previous Holdings shall be automatically released of all its obligations under the Credit Documents and any reference to Holdings in the Credit Documents shall be meant to refer to New Holdings.

"**IBA**" shall have the meaning provided in Section 1.16(a).

"**IFRS**" shall have the meaning given such term in the definition of GAAP.

"**Impacted Loans**" shall have the meaning provided in Section 2.10(a).

"**Increased Amount Date**" shall have the meaning provided in Section 2.14(a).

"**Incremental Loans**" shall have the meaning provided in Section 2.14(c).

"**Incremental Revolving Credit Commitments**" shall have the meaning provided in Section 2.14(a).

"**Incremental Revolving Credit Loan**" shall have the meaning provided in Section 2.14(b).

"**Incremental Revolving Loan Lenders**" shall have the meaning provided in Section 2.14(b).

"**incur**" shall have the meaning provided in Section 10.1.

"**incurrence**" shall have the meaning provided in Section 10.1.

"**Incurrence-Based Provision**" shall have the meaning provided in Section 1.11(b).

"**Indebtedness**" shall mean, with respect to any Person, (i) any indebtedness (including principal and premium) of such Person, whether or not contingent (a) in respect of borrowed money, (b) evidenced by bonds, notes, debentures, or similar instruments or letters of credit or bankers' acceptances (or, without double counting, reimbursement agreements in respect thereof), (c) representing the balance deferred and unpaid of the purchase price of any property (including Finance Lease Obligations), or (d) representing any Hedging Obligations, if and to the extent that any of the foregoing Indebtedness (other than letters of credit and Hedging Obligations) would appear as a net liability upon a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP; provided that Indebtedness of any direct or indirect parent entity appearing upon the balance sheet of the Parent Borrower solely by reason of push down accounting under GAAP shall be excluded, (ii) to the extent not otherwise included, any obligation by such Person to be liable for, or to pay, as obligor, guarantor or otherwise, on the obligations of the type referred to in clause (i) of another Person (whether or not such items would appear upon the balance sheet of such obligor or guarantor), other than by endorsement of negotiable instruments for collection in the ordinary course of business, and (iii) to the extent not otherwise included, the obligations of the type referred to in clause (i) of another Person secured by a Lien on any asset owned by such Person, whether or not such Indebtedness is assumed by such Person; provided that notwithstanding the foregoing, Indebtedness shall be deemed not to include (1) Contingent Obligations incurred in the ordinary course of business, (2) obligations under or in respect of Receivables Facilities, (3) prepaid or deferred revenue arising in the ordinary course of business, (4) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase price of an asset to satisfy warrants or other unperformed obligations of the seller of such asset, (5) any balance that constitutes a trade payable or similar obligation to a trade creditor, accrued in the ordinary course of business, (6) any earn-out obligation or purchase price adjustment (or similar obligation) until such obligation (A) becomes a liability on the balance sheet of such Person in accordance with GAAP (excluding the footnotes thereto) and (B) has not been paid more than 60 days after becoming due and payable following the expiration of dispute mechanics set forth in the agreement governing the applicable transaction, (7) any Subordinated Shareholder Debt or (8) Non-Finance Lease Obligations. The amount of Indebtedness of any Person for purposes ofclause (iii) above shall (unless such Indebtedness has been assumed by such Person) be deemed to be equal to the lesser of (x) the aggregate unpaid amount of such Indebtedness (or such lower amount of maximum liability as is expressly provided for under the applicable documentation) and (y) the Fair Market Value of the property encumbered thereby as determined by such Person in good faith.

For all purposes hereof, Indebtedness shall exclude all intercompany Indebtedness owed by a Credit Party to another Credit Party having a term not exceeding 365 days (inclusive of any roll-over or extensions of terms) and made in the ordinary course of business consistent with past practice.

"**Indemnified Liabilities**" shall have the meaning provided in Section 13.5(a).

"**Indemnified Persons**" shall have the meaning provided in Section 13.5(a).

"**Indemnified Taxes**" shall mean all Taxes imposed on or with respect to any payment by or on account of any obligation of any Credit Party hereunder or under any other Credit Document, other than Excluded Taxes or Other Taxes.

"**Initial Investors**" shall mean (i) Charterhouse Capital Partners IX LP No. 1, Charterhouse Capital Partners IX LP No. 2, Charterhouse Capital Partners IX Co-Investment LP, Charterhouse Capital Partners IX Co-Investment LP No. 2, FACS Investments Holdings I S.à r.l., Cavenham Alternative Investments, ADRIAN Atomic S.C.S., BNP Paribas SA, ETI 2020 FCPI, Five Arrows MirCan Invest and Purple Development, (ii) GS Sponsor and (iii) GSAM Holdings LLC and any fund, Investment, Person, vehicle or account that is a syndicatee thereof on or prior to the Closing Date and, in each case, each such Person's Affiliates and any fund, investment, Person, vehicle or account that is managed, sponsored or advised by it or its Affiliates, but excluding any operating portfolio companies of the foregoing.

"**Initial Term Loan Commitment**" shall mean, in the case of each Lender that is a Lender on the Closing Date, the amount set forth opposite such Lender's name on Schedule 1.1(b) under the caption "Initial Term Loan Commitment" as such Lender's Initial Term Loan Commitment. The aggregate amount of the Initial Term Loan Commitments as of the Closing Date is $830,000,000.

"**Initial Term Loan Lender**" shall mean a Lender with an Initial Term Loan Commitment or an outstanding Initial Term Loan.

"**Initial Term Loan Maturity Date**" shall mean October 20, 2028 or, if such date is not a Business Day, the immediately preceding Business Day.

"**Initial Term Loan Repayment Amount**" shall have the meaning provided in Section 2.5(b).

"**Initial Term Loan Repayment Date**" shall have the meaning provided in Section 2.5(b).

"**Initial Term Loans**" shall have the meaning provided in Section 2.1(a).

"**Inside Maturity Exceptions**" shall mean, with respect to any restrictions as to earliest maturity or weighted average life to maturity, that such restrictions do not apply in the case of (i) (x) bridge loans the terms of which provide for an automatic extension of the maturity date thereof to a date no earlier than the applicable earliest maturity date or (y) bridge loans with a maturity date not longer than one year provided that any loans, notes, securities or other Indebtedness which are exchanged for or otherwise replace such bridge loans shall be subject to the restrictions that are otherwise applicable with respect to earliest maturity or weighted average life to maturity, (y) Customary Term A Loans and (z) any other Indebtedness (as selected by the Parent Borrower) having an aggregate principal amount outstanding not exceeding the greater of $191,000,000 and 100% of Consolidated EBITDA as of the last day of the most recently ended Test Period. For clarity, it is understood and agreed that the Inside Maturity Basket may be relied upon with respect to restrictions as to both earliest maturity and weighted average life to maturity with respect to any item of Indebtedness without duplication of utilization.

"**Intellectual Property**" shall mean U.S. and foreign intellectual property, including all: (i) (a) patents, inventions, processes, developments, technology, and know-how; (b) copyrights and works of authorship in any media, including graphics, advertising materials, labels, package designs, and photographs; (c) trademarks, service marks, trade names, brand names, corporate names, domain names, logos, trade dress, and other source indicators, and the goodwill of any business symbolized thereby; and (d) trade secrets, confidential, proprietary, or non-public information or data; and (ii) all registrations, issuances, applications, renewals, extensions, substitutions, continuations, continuations-in-part, divisions, re-issues, re-examinations, foreign counterparts, or similar legal protections related to the foregoing.

"**Intercompany Subordination Agreement**" shall mean the Intercompany Subordination Agreement, dated as of the date hereof, by and among, Holdings, the Borrowers, the Guarantors and other parties party thereto and the Administrative Agent. For the avoidance of doubt, the Intercompany Subordination Agreement shall be deemed satisfactory subordination for clauses (g) and (h) of Section 10.1.

"**Intercreditor Agreement Requirement**" shall mean, with respect to any secured Indebtedness, that the proper representative for the holders of such Indebtedness shall become party to each applicable Acceptable Intercreditor Agreement.

"**Interest Coverage Ratio**" shall mean, on any date of determination, the ratio of (i) Consolidated EBITDA of the Parent Borrower and the Restricted Subsidiaries to (ii) the Consolidated Interest Expense of the Parent Borrower and the Restricted Subsidiaries, in each case for the Test Period last ended and with such *pro forma* adjustments as are appropriate and consistent with the *pro forma* adjustment provisions set forth in Section 1.12.

"**Interest Period**" shall mean, with respect to any Loan, the interest period applicable thereto, as determined pursuant to Section 2.9.

"**Interpolated Rate**" shall mean, in relation to any Eurocurrency Loan, the rate *per annum* determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the applicable Eurocurrency Rate for the longest period (for which the applicable Eurocurrency Rate is available for the applicable currency) that is shorter than the Interest Period of that Eurocurrency Loan and (b) the applicable Eurocurrency Rate for the shortest period (for which such Eurocurrency Rate is available for the applicable currency) that exceeds the Interest Period of that Eurocurrency Loan, in each case, as of the applicable date for rate determination as set forth in the definition of "Eurocurrency Rate".

"**Investment**" shall mean, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of loans (including guarantees), advances, or capital contributions (excluding accounts receivable, trade credit, advances to customers, commission, travel, and similar advances to officers and employees, in each case made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests, or other securities issued by any other Person and investments that are required by GAAP to be classified on the balance sheet (excluding the footnotes) of such Person in the same manner as the other investments included in this definition to the extent such transactions involve the transfer of cash or other property; provided that Investments shall not include, intercompany loans, advances, or Indebtedness owed by a Credit Party to another Credit Party having a term not exceeding 364 days (inclusive of any roll-over or extensions of terms) and made in the ordinary course of business.

The amount of any Investment outstanding at any time shall be the original cost of such Investment (in the case of property other than cash or Cash Equivalents, based on the Fair Market Value thereof), reduced by any dividend, distribution, interest payment, return of capital, repayment, or other amount received in respect of such Investment (provided that, with respect to amounts received other than in the form of Cash Equivalents, such amount shall be equal to the Fair Market Value of such consideration).

"**Investment Grade Rating**" shall mean a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, or an equivalent rating by any other nationally recognized statistical rating organization.

"**Investment Grade Securities**" shall mean:

(i) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof (other than Cash Equivalents),

(ii) debt securities or debt instruments with an Investment Grade Rating, but excluding any debt securities or instruments constituting loans or advances among Holdings, the Parent Borrower and their Subsidiaries,

(iii) investments in any fund that invest at least 90% in investments of the type described in clauses (i) and (ii) which fund may also hold immaterial amounts of cash pending investment or distribution, and

(iv) corresponding instruments in countries other than the United States customarily utilized for high-quality investments.

"**ISDA CDS Definitions**" shall have the meaning provided in Section 13.1(k)(iv).

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

"**Issuer Documents**" shall mean with respect to any Letter of Credit, the Letter of Credit Request, and any other document, agreement, and instrument entered into by the Letter of Credit Issuer and the applicable Borrower (or any other Restricted Subsidiary) or in favor of the Letter of Credit Issuer and relating to such Letter of Credit.

"**Jefferies**" shall mean Jefferies Finance LLC.

"**Joinder Agreement**" shall mean an agreement documenting New Loan Commitments in a form reasonably acceptable to the Parent Borrower and the Administrative Agent.

"**Joint Lead Arrangers**" shall mean GS, Citi, Jefferies and JPM (or each of them, as the context may require), in each case, as a "joint lead arranger" and "bookrunner" hereunder.

"**JPM**" shall mean JPMorgan Chase Bank, N.A.

"**Judgment Currency**" shall have the meaning provided in Section 13.19.

"**Junior Debt**" shall mean Subordinated Indebtedness that is required by the terms of the Credit Documents to mature no earlier than the Initial Term Loan Maturity Date.

"**L/C Borrowing**" shall mean an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a Borrowing.

"**L/C Facility Maturity Date**" shall mean the date that is five Business Days prior to the Revolving Credit Maturity Date; provided that the L/C Facility Maturity Date of any Letter of Credit may be extended beyond such date with the consent of the applicable Letter of Credit Issuer.

"**L/C Obligations**" shall mean, as at any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit *plus* the aggregate of all Unpaid Drawings, including all L/C Borrowings. 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 any law or rules to which the Letter of Credit is subject, such as Rule 3.14 of the International Standby Practices (ISP98), or the express terms of the Letter of Credit, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn. 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.

"**L/C Participant**" shall have the meaning provided in Section 3.3(a).

"**L/C Participation**" shall have the meaning provided in Section 3.3(a).

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

"**LCT Election**" shall have the meaning provided in Section 1.11(c).

"**LCT Test Date**" shall have the meaning provided in Section 1.11(c).

"**Legal Reservations**" shall mean (a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court and principles of good faith and fair dealing, (b) applicable Debtor Relief Laws, (c) the existence of timing limitations with respect to the bringing of claims under applicable limitation laws and the defenses of acquiescence, set-off or counterclaim and the possibility that an undertaking to assume liability for, or to indemnify a Person against, non-payment of stamp duty may be void, (d) the principle that in certain jurisdictions and under certain circumstances a Lien granted by way of fixed charge may be re-characterized as a floating charge or that security purported to be constituted as an assignment may be re-characterized as a charge, (e) the principle that additional interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty or considered to be interest and thus void, (f) the principle that may prohibit restrictions in relation to a voluntary prepayment of loans bearing floating rates of interest and may restrict charging prepayment fees for a voluntary prepayment of such loans, (g) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant, (h) the principle that the creation or purported creation of collateral over any contract or agreement which is subject to a prohibition on transfer, assignment or charging may be void, ineffective or invalid and may give rise to a breach of the contract or agreement over which security has purportedly been created, (i) similar principles, rights and defenses under the laws of any relevant jurisdiction and (j) any other matters which are set out as qualifications or reservations as to matters of law of general application in the legal opinions delivered under this Agreement.

"**Lender**" and "**Lenders**" shall have the meaning provided in the preamble to this Agreement and, as the context requires, includes each Letter of Credit Issuer and each Ancillary Lender.

"**Lender Default**" shall mean (i) the refusal or failure of any Lender to make available its portion of any incurrence of Loans or Reimbursement Obligations, which refusal or failure is not cured within one Business Day after the date of such refusal or failure, unless such Lender notifies the Administrative Agent in writing that such refusal or failure is the result of such Lender's good faith determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in writing) has not been satisfied, (ii) the failure of any Lender to pay over to the Administrative Agent, any Letter of Credit Issuer or any other Lender any other amount required to be paid by it hereunder within one Business Day of the date when due, unless the subject of a good faith dispute, (iii) a Lender has notified, in writing, the Parent Borrower or the Administrative Agent in writing that it does not intend to comply with its funding obligations under this Agreement or has made a public statement to that effect with respect to its funding obligations under this Agreement or a Lender has publicly announced that it does not intend to comply with its funding obligations under other loan agreements, credit agreements or similar facilities generally, (iv) a Lender has failed to confirm in a manner reasonably satisfactory to the Administrative Agent that it will comply with its funding obligations under this Agreement or (v) a Distressed Person has admitted in writing that it is insolvent or such Distressed Person becomes subject to a Lender-Related Distress Event or becomes the subject of a Bail-in Action (or other similar proceeding).

"**Lender-Related Distress Event**" shall mean, with respect to any Lender or any other Person that directly or indirectly controls such Lender (each, a "**Distressed Person**"), a voluntary or involuntary case with respect to such Distressed Person under any debt relief law, or a custodian, conservator, receiver, or similar official is appointed for such Distressed Person or any substantial part of such Distressed Person's assets, or such Distressed Person, or any Person that directly or indirectly controls such Distressed Person or is subject to a forced liquidation or such Distressed Person makes a general assignment for the benefit of creditors or is otherwise adjudicated as, or determined by any Governmental Authority having regulatory authority over such Distressed Person to be, insolvent or bankrupt; provided that a Lender-Related Distress Event shall not be deemed to have occurred solely by virtue of the ownership or acquisition of any equity interests in any Lender or any Person that directly or indirectly controls such Lender by a Governmental Authority or an instrumentality thereof.

"**Letter of Credit**" shall mean each letter of credit issued pursuant to Section 3.1(a). Each letter of credit identified on Schedule 1.1(d) shall be deemed to constitute a Letter of Credit issued hereunder for all purposes of the Credit Documents.

"**Letter of Credit Commitment**" shall mean the maximum principal amount of Letters of Credit that may be issued hereunder from time to time, as the same may be increased or reduced from time to time pursuant to Section 3.1. The Letter of Credit Commitment as of the Closing Date is $50,000,000.

"**Letter of Credit Exposure**" shall mean, with respect to any Lender, at any time, the sum of (i) the Dollar Equivalent of the aggregate principal amount of any Unpaid Drawings in respect of which such Lender has made (or is required to have made) payments to the Letter of Credit Issuer pursuant to Section 3.4(a) at such time and (ii) such Lender's Revolving Credit Commitment Percentage of the Letters of Credit Outstanding at such time (excluding the portion thereof consisting of Unpaid Drawings in respect of which the Lenders have made (or are required to have made) payments to the Letter of Credit Issuer pursuant to Section 3.4(a)).

"**Letter of Credit Fee**" shall have the meaning provided in Section 4.1(b).

"**Letter of Credit Issuer**" shall mean (i) Citi, GS, Jefferies and JPM, (ii) any replacement, additional issuer, or successor pursuant to Section 3.6 or (iii) any issuer of a letter of credit listed on Schedule 1.1(d); provided, that no Letter of Credit Issuer shall be required to be the Letter of Credit Issuer for more than the amount set forth, and opposite such Letter of Credit Issuer's name on Schedule 1.01(b). In the event that there is more than one Letter of Credit Issuer at any time, references herein and in the other Credit Documents to the Letter of Credit Issuer shall be deemed to refer to the Letter of Credit Issuer in respect of the applicable Letter of Credit or to all Letter of Credit Issuers, as the context requires. Jefferies Finance LLC will cause Letters of Credit to be issued by unaffiliated financial institutions and such Letters of Credit shall be treated as issued by Jefferies Finance LLC for all purposes under the Loan Documents.

"**Letter of Credit Request**" shall mean a notice executed and delivered by a Borrower pursuant to Section 3.2, and substantially in the form of Exhibit L or another form which is acceptable to the Letter of Credit Issuer in its reasonable discretion.

"**Letter of Credit Sublimit**" shall mean, in the case of each Letter of Credit Issuer that is a Letter of Credit Issuer on the Closing Date, the amount set forth opposite such Letter of Credit Issuer's name on Schedule 1.1(b) under the caption "Letter of Credit Sublimit" as such Letter of Credit Issuer's Letter of Credit Sublimit, as the same may be increased or reduced from time to time pursuant to Section 3.1.

"**Letters of Credit Outstanding**" shall mean, at any time the sum of, without duplication, (i) the Dollar Equivalent of the aggregate Stated Amount of all outstanding Letters of Credit and (ii) the Dollar Equivalent of the aggregate principal amount of all Unpaid Drawings.

"**Level I Status**" shall mean, on any date, the circumstance that neither Level II Status nor Level III Status exists.

"**Level II Status**" shall mean, on any date, the circumstance that the First Lien Net Leverage Ratio is less than or equal to 3.85 to 1.00 but greater than 3.35 to 1.00 as of the date of the most recently delivered Section 9.1 Financials.

"**Level III Status**" shall mean, on any date, the circumstance that the First Lien Net Leverage Ratio is less than or equal to 3.35 to 1.00 as of the date of the most recently delivered Section 9.1 Financials.

"**Lien**" shall mean with respect to any asset, any mortgage, lien, pledge, hypothecation, charge, security interest, preference, priority, or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction; provided that in no event shall a Non-Finance Lease Obligation or a license of Intellectual Property be deemed to constitute a Lien.

"**Limited Condition Transaction**" shall mean any transaction by one or more of Holdings, the Parent Borrower and their Restricted Subsidiaries (including any acquisition, Investment, disposition, Restricted Payment or Restricted Debt Payment permitted by this Agreement), in each case the consummation of which is not conditioned on the availability of, or on obtaining, third-party financing.

"**Limited Conditionality Provision**" shall have the meaning provided in Section 6.

"**Loan**" shall mean any Revolving Loan, Term Loan, Extended Term Loan, New Term Loan, or any other loan made by any Lender pursuant to this Agreement.

"**Market Capitalization**" shall mean an amount equal to (a) the total number of issued and outstanding shares of common (or common equivalent) Capital Stock of the Parent Borrower or any Parent Entity of the Parent Borrower on the date of the declaration or making of the relevant Restricted Payment *multiplied by* (b) the arithmetic mean of the closing prices per share of such common (or common equivalent) Capital Stock for the 30 consecutive trading days immediately preceding the date of declaration or making of such Restricted Payment.

"**Market Intercreditor Agreement**" shall mean an intercreditor or subordination agreement or arrangement (which may take the form of a "waterfall" or similar provision) the terms of which are either (a) consistent with market terms governing intercreditor arrangements for the sharing or subordination of liens or arrangements relating to the distribution of payments, as applicable, at the time the applicable agreement or arrangement is proposed to be established in light of the type of Indebtedness subject thereto or (b) in the event a "Market Intercreditor Agreement" has been entered into after the Closing Date meeting the requirement of preceding clause (a), the terms of which are, taken as a whole, not materially less favorable to the Lenders than the terms of such Market Intercreditor Agreement to the extent such agreement governs similar priorities, in each case of clause (a) or (b) as determined by the Parent Borrower in good faith.

"**Master Agreement**" shall have the meaning provided in the definition of the term "Hedge Agreement."

"**Material Adverse Effect**" shall mean a circumstance or condition affecting the business, assets, operations, properties, or financial condition of the Parent Borrower and its Subsidiaries, taken as a whole, that would, individually or in the aggregate, materially adversely affect (i) the ability of the Parent Borrower and the other Credit Parties, taken as a whole, to perform their payment obligations under this Agreement or any of the other Credit Documents or (ii) the rights and remedies of the Administrative Agent and the Lenders under the Credit Documents.

"**Material IP**" shall mean Intellectual Property (other than customer lists) owned by the Parent Borrower and its Restricted Subsidiaries that is material to the business of the Parent Borrower and its Restricted Subsidiaries, taken as a whole, as determined by the Parent Borrower in good faith.

"**Material Subsidiary**" shall mean, at any date of determination, each Restricted Subsidiary (i) whose total assets at the last day of the Test Period ending on the last day of the most recent fiscal period for which Section 9.1 Financials have been delivered were equal to or greater than 2.5% of the Consolidated Total Assets of the Parent Borrower and its Restricted Subsidiaries at such date or (ii) whose revenues during such Test Period were equal to or greater than 2.5% of the consolidated revenues of the Parent Borrower and its 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 Closing Date, Restricted Subsidiaries that are not Material Subsidiaries (other than Subsidiaries that are Excluded Subsidiaries by virtue of any of clauses (ii) through (xi) of the definition of "Excluded Subsidiary") have, in the aggregate, (a) total assets at the last day of such Test Period equal to or greater than 5.0% of the Consolidated Total Assets of the Parent Borrower and its Restricted Subsidiaries at such date or (b) revenues during such Test Period equal to or greater than 5.0% of the consolidated revenues of the Parent Borrower and the Restricted Subsidiaries for such period, in each case determined in accordance with GAAP, then the Parent Borrower shall, on the date on which financial statements for such quarter are delivered pursuant to this Agreement, designate in writing to the Administrative Agent one or more of such Restricted Subsidiaries as Material Subsidiaries for each fiscal period until this proviso is no longer applicable.

"**Maturity Date**" shall mean the Initial Term Loan Maturity Date, the New Term Loan Maturity Date, the Revolving Credit Maturity Date, the maturity date of an Extended Term Loan or the maturity date of an Extended Revolving Credit Loan, as applicable.

"**Maximum Incremental Facilities Amount**" shall mean, at any date of determination, (i) the amount such that, after giving effect to the incurrence of such amount (and after giving effect to any adjustments required as a result of a contemplated Permitted Acquisition or Investment and, only in the case of a simultaneous incurrence of the maximum amount permitted to be incurred under this clause (i) on the date of such incurrence together with an incurrence in reliance on clause (ii) below on such date, without

giving Pro Forma Effect to such simultaneous incurrence in reliance on clause (ii) below) (x) in connection with the incurrence of Indebtedness that is secured by the Collateral on a pari passu basis with the First Lien Obligations, the First Lien Net Leverage Ratio on a Pro Forma Basis would not exceed the greater of (I) 4.35 to 1.00 and (II) if incurred in connection with a Permitted Acquisition or other permitted Investment, the First Lien Net Leverage Ratio in effect as of the last day of the most recently ended Test Period, (y) in the case of Indebtedness that is secured on a junior basis to the First Lien Obligations (or secured by assets that are not Collateral), the Secured Net Leverage Ratio on a Pro Forma Basis would not exceed the greater of (I) 5.10 to 1.00 and (II) if incurred in connection with a Permitted Acquisition or other permitted Investment, the Secured Net Leverage Ratio in effect as of the last day of the most recently ended Test Period and (z) in the case of unsecured Indebtedness, Disqualified Stock or Non-Guarantor Subsidiary Preferred Stock, either (A) the Total Net Leverage Ratio on a Pro Forma Basis would not exceed the greater of (I) 5.60 to 1.00 and (II) if incurred in connection with a Permitted Acquisition or other permitted Investment, the Total Net Leverage Ratio in effect as of the last day of the most recently ended Test Period or (B) the Interest Coverage Ratio on a Pro Forma Basis would not be less than the lesser of (I) 1.75 to 1.00 and (II) if incurred in connection with a Permitted Acquisition or other permitted Investment, the Interest Coverage Ratio in effect as of last day of the most recently ended Test Period (in the case of each of (x), (y) or (z), assuming the Incremental Revolving Credit Commitments or revolving commitments in respect of Ratio Debt established at such time are fully drawn and assuming that any cash proceeds of any new Incremental Loans or Ratio Debt then being incurred shall not be netted from the numerator in the First Lien Net Leverage Ratio, the Secured Net Leverage Ratio or the Total Net Leverage Ratio, as applicable, for purposes of calculating the First Lien Net Leverage Ratio, the Secured Net Leverage Ratio or the Total Net Leverage Ratio, as applicable, under this clause (i) for purposes of determining whether such Incremental Loans and Ratio Debt can be incurred), *plus* (ii) the sum of (a) (x) the greater of $191,000,000 and 100.0% of Consolidated EBITDA for the most recently ended Test Period and (y) any unused portion of the basket set forth in Section 10.1(l) that the Parent Borrower elects to instead apply to this clause (y) from time to time (this clause (ii)(a), the "**Shared Incremental Amount**"), (b) the aggregate amount of voluntary prepayments of (1) Loans and (2) Ratio Debt (whether or not secured on a pari passu basis) and any other Indebtedness secured by a Lien on a pari passu basis with the Obligations, in each case, to the extent incurred using the Shared Incremental Amount (and, in the case of each of (1) and (2), including purchases of the Loans by Holdings, Parent Borrower and their Subsidiaries at or below par, in which case credit shall be given to the principal amount purchased) (subject to, in the case of any Loans that are not Term Loans, a corresponding commitment reduction), in each case, other than from proceeds of the incurrence of long-term Indebtedness, and (c) without duplication of clause (b), in the case of Incremental Loans or Ratio Debt the effect of which is to effectively extend the maturity of the Term Loans or the Revolving Credit Commitments, an amount equal to the reductions in the Term Loans or Revolving Credit Commitments to be replaced by such Incremental Loans or Ratio Debt (the preceding clauses (b) and (c), the "**Prepayment and Extension Amount**"), *minus* (iii) the sum of (a) the aggregate principal amount of New Loan Commitments incurred pursuant to Section 2.14(a) prior to such date and (b) the aggregate principal amount or liquidation preference of Ratio Debt issued or incurred prior to such date, in each case of this clause (iii) incurred in reliance on clause (ii) of this definition on or prior to such date; provided that the Parent Borrower, in its sole discretion, may from time to time classify or reclassify any portion of Incremental Loans or Ratio Debt that is incurred under clauses (i) or (ii); provided, further, that upon delivery of any Section 9.1 Financials or, at the election of the Parent Borrower, upon internal availability thereof, following the initial incurrence of any portion of Incremental Loans or Ratio Debt, if any such incurred Incremental Loans or Ratio Debt could, based on such Section 9.1 Financials, have been incurred in reliance on clause (i) of this definition, such incurred Incremental Loans or Ratio Debt shall automatically be reclassified as having been incurred under clause (i) of this definition.

"**Maximum Rate**" shall have the meaning provided in Section 5.6(b).

"**MFN Exceptions**" shall have the meaning provided in Section 2.14(d).

"**MFN Provision**" shall have the meaning provided in Section 2.14(d).

"**Minimum Borrowing Amount**" shall mean (i) with respect to a Borrowing of Eurocurrency Loans (1) in Dollars, $1,000,000 or (2) in Euro, €500,000, (ii) with respect to a Borrowing of RFR Loans in Pounds Sterling, £500,000, (iii) with respect to a Borrowing of ABR Loans, $1,000,000 and (iv) otherwise, as mutually agreed by the Parent Borrower and the Administrative Agent (or in any case of this definition, if less, the entire remaining applicable Commitments at the time of such Borrowing).

"**Minimum Collateral Amount**" shall mean, at any time, (i) with respect to Cash Collateral consisting of cash or Cash Equivalents or deposit account balances provided to reduce or eliminate Fronting Exposure during the existence of a Defaulting Lender, an amount equal to 101% of the Fronting Exposure of the Letter of Credit Issuer with respect to Letters of Credit issued and outstanding at such time and (ii) with respect to Cash Collateral consisting of cash or Cash Equivalents or deposit account balances provided in accordance with Section 3.8(a)(i), (ii), or (iii), an amount equal to 101% of the outstanding amount of all L/C Obligations.

"**Minimum Tender Condition**" shall have the meaning provided in Section 2.15(b).

"**Model**" shall mean the financial model provided by or on behalf of the Parent Borrower to the Joint Lead Arrangers on March 15, 2021.

"**Moody's**" shall mean Moody's Investors Service, Inc. or any successor by merger or consolidation to its business.

"**Mortgage**" shall mean a mortgage, deed of trust, deed to secure debt, trust deed, or other security document entered into by the owner of a Mortgaged Property in favor of the Collateral Agent for the benefit of the Secured Parties in respect of that Mortgaged Property to secure the Obligations, in form and substance reasonably acceptable to the Collateral Agent and the Parent Borrower, together with such terms and provisions as may be required by local laws, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time.

"**Mortgaged Property**" shall mean, initially, each parcel of real property (including fixtures) and the improvements thereto owned in fee by a Credit Party and identified on Schedule 1.1(c), and each other parcel of real property (including fixtures) and improvements thereto with respect to which a Mortgage is granted pursuant to Section 9.11 and 9.14.

"**Multiemployer Plan**" shall mean a multiemployer plan as defined in Sections 3(37) and 4001(a)(3) of ERISA and in Section 414(f) of the Code, with respect to which any Credit Party or any ERISA Affiliate makes or is accruing any obligation to make contributions, or during the five preceding calendar years, has made or has accrued any obligation to make any contributions.

"**Net Cash Proceeds**" shall mean, with respect to any Prepayment Event, (i) the gross cash proceeds (including payments from time to time in respect of installment obligations, if applicable, but only as and when received) received by or on behalf of the Parent Borrower or any of its Restricted Subsidiaries in respect of such Prepayment Event, *less* (ii) the sum of:

(a) the amount, if any, of all Taxes (including in connection with any repatriation of funds) paid or estimated to be payable by Holdings, the Parent Borrower or any of their Restricted Subsidiaries, Affiliates or direct or indirect equityholders in connection with such Prepayment Event,

(b) the amount of any reasonable reserve established in accordance with GAAP against any liabilities (other than any taxes deducted pursuant to clause (a) above) (1) associated with the assets that are the subject of such Prepayment Event and (2) retained by the Parent Borrower or any of its Restricted Subsidiaries; provided that the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds of such a Prepayment Event occurring on the date of such reduction,

(c) the amount of any Indebtedness (other than First Lien Obligations) (i) secured by a Lien on the assets that are the subject of such Prepayment Event or (ii) with respect to which a non-Credit Party is bound to make a repayment with (or on account of) the proceeds of assets that are not Collateral, in each case to the extent that the instrument creating or evidencing such Indebtedness requires that such Indebtedness be repaid upon (or in connection with) consummation of such Prepayment Event,

(d) [reserved],

(e) in the case of any Asset Sale Prepayment Event, Casualty Event, or Permitted Sale Leaseback by a non-Wholly-Owned Restricted Subsidiary, the *pro rata* portion of the Net Cash Proceeds thereof (calculated without regard to this clause (e)) attributable to minority interests and not available for distribution to or for the account of the Parent Borrower or a Wholly-Owned Restricted Subsidiary as a result thereof,

(f) in the case of any Asset Sale Prepayment Event or Permitted Sale Leaseback, 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 the amount of any subsequent reduction of such escrow (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds of such a Prepayment Event occurring on the date of such reduction solely to the extent that the Parent Borrower and/or a Restricted Subsidiary receives cash in an amount equal to the amount of such reduction, and

(g) all fees and out of pocket expenses paid by Holdings, the Parent Borrower or a Restricted Subsidiary, Affiliate or direct or indirect equityholder in connection with any of the foregoing (for the avoidance of doubt, including attorney's fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, underwriting discounts and commissions, other customary expenses, and brokerage, consultant, accountant, and other customary fees),

in each case only to the extent not already deducted in arriving at the amount referred to in clause (i) above.

"**Net Income**" shall mean, with respect to any Person, the net income (loss) of such Person and its Restricted Subsidiaries, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends.

"**Net Outstandings**" shall mean, with respect to an overdraft facility comprising more than one account, the Ancillary Outstandings of such overdraft facility.

"**Net Short Lender**" shall have the meaning provided in Section 13.1(j).

"**net short position**" shall have the meaning provided in Section 13.1(k)(iv).

"**New Loan Commitments**" shall have the meaning provided in Section 2.14(a).

"**New Revolving Credit Commitments**" shall have the meaning provided in Section 2.14(a).

"**New Revolving Credit Loan**" shall have the meaning provided in Section 2.14(b).

"**New Revolving Loan Lender**" shall have the meaning provided in Section 2.14(b).

"**New Term Loan**" shall have the meaning provided in Section 2.14(c).

"**New Term Loan Commitments**" shall have the meaning provided in Section 2.14(a).

"**New Term Loan Lender**" shall have the meaning provided in Section 2.14(c).

"**New Term Loan Maturity Date**" shall mean the date on which a New Term Loan matures.

"**New Term Loan Repayment Amount**" shall have the meaning provided in Section 2.5(c).

"**Non-Bank Tax Certificate**" shall have the meaning provided in Section 5.4(e)(ii)(B)(iii).

"**Non-Consenting Lender**" shall have the meaning provided in Section 13.7(b).

"**Non-Defaulting Lender**" shall mean and include each Lender other than a Defaulting Lender.

"**Non-Extension Notice Date**" shall have the meaning provided in Section 3.2(d).

"**Non-Finance Lease Obligation**" shall mean, as applied to any Person, a lease obligation of such Person that is not required to be accounted for as a finance or capital lease on both the balance sheet and the income statement of such Person for financial reporting purposes in accordance with GAAP. A straight-line or operating lease shall be considered a Non-Finance Lease Obligation.

"**Non-Guarantor Ratio Debt Cap**" means, with respect to Ratio Debt and Permitted Debt Exchange Notes subject to theNon-Guarantor Ratio Debt Cap, the greater of $67,000,000 and 35.0% of Consolidated EBITDA for the most recently ended Test Period.

"**Non-Guarantor Subsidiary Preferred Stock**" shall have the meaning provided in Section 10.1.

"**Non-U.S. Lender**" shall mean any Lender that is not a U.S. Person.

"**Notice of Borrowing**" shall have the meaning provided in Section 2.3(a).

"**Notice of Conversion or Continuation**" shall have the meaning provided in Section 2.6(a).

"**Obligations**" shall mean all advances to, and debts, liabilities, obligations, covenants, and duties of, any Credit Party arising under any Credit Document or otherwise with respect to any Revolving Credit Commitment, Loan, or Letter of Credit or under any Secured Cash Management Agreement, Secured Hedge Agreement (other than with respect to any Credit Party's obligations that constitute Excluded Swap Obligations solely with respect to such Credit Party), or Ancillary Facility, in each case, entered into with Holdings, the Parent Borrower or any of their Restricted Subsidiaries, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Credit Party or any Affiliate thereof of any proceeding under any bankruptcy, examinership or insolvency law naming

such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. Without limiting the generality of the foregoing, the Obligations of the Credit Parties under the Credit Documents (and any of their Subsidiaries to the extent they have obligations under the Credit Documents) include the obligation (including guarantee obligations) to pay principal, interest, charges, expenses, fees, attorney costs, indemnities, and other amounts payable by any Credit Party under any Credit Document.

"**Organizational Documents**" shall mean (a) with respect to any corporation, its certificate or articles of incorporation or organization and its by-laws, (b) with respect to any limited partnership, its certificate or declaration of limited partnership and its partnership agreement, (c) with respect to any general partnership, its partnership agreement, (d) with respect to any limited liability company, its articles of organization or certificate of formation, and its operating agreement or limited liability company agreement and (e) with respect to any other form of entity, such other organizational documents required by local Requirements of Law or customary under the jurisdiction in which such entity is organized to document the formation and governance principles of such type of entity. In the event that any term or condition of this Agreement or any other Credit Document requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference to any such "Organizational Document" shall only be to a document of a type customarily certified by such governmental official.

"**Original Credit Parties**" shall mean the Borrowers and the Original Guarantors.

"**Original Guarantors**" shall mean the Guarantors listed on Schedule 1.1(h).

"**Original Revolving Credit Commitments**" shall mean all Revolving Credit Commitments, Existing Revolving Credit Commitments, and Extended Revolving Credit Commitments, other than any New Revolving Credit Commitments (and any Extended Revolving Credit Commitments related thereto).

"**Other First Lien Obligations**" shall mean Indebtedness (other than Obligations) secured by Collateral on an equal priority basis (but without regard to the control of remedies) with the Liens on the Collateral securing the Obligations.

"**Other Taxes**" shall mean all present or future stamp, registration, court or documentary Taxes or any other excise, intangible, mortgage recording, filing or similar Taxes arising from any payment made hereunder or under any other Credit Document or from the execution, delivery, performance, enforcement or registration of, or otherwise with respect to, this Agreement or any other Credit Document; provided that such term shall not include any Taxes that result from an assignment ("**Assignment Taxes**") to the extent such Assignment Taxes are imposed as a result of a connection between the assignor/participating Lender and/or the assignee/Participant and the taxing jurisdiction (other than a connection arising solely from any Credit Documents or any transactions contemplated thereunder), except to the extent that any such action described in this proviso is requested or required by any Borrower or Holdings.

"**Overnight Rate**" shall mean, for any day, the greater of (a) the Federal Funds Effective Rate and (b) an overnight rate determined by the Administrative Agent or the Letter of Credit Issuer, as the case may be, in accordance with banking industry rules on interbank compensation.

"**Parallel Debt**" shall have the meaning provided in Section 12.14(a).

"**Parent**" shall have the meaning provided in the recitals to this Agreement.

"**Parent Borrower**" shall have the meaning provided in the preamble to this Agreement.

"**Parent Entity**" shall mean Holdings and any other Person that is a direct or indirect parent entity (which may be organized as, among other things, a partnership) of the Parent Borrower, it being understood and agreed that, as of the Closing Date, the Parent is a Parent Entity.

"**Participant**" shall have the meaning provided in Section 13.6(c)(i).

"**Participant Register**" shall have the meaning provided in Section 13.6(c)(ii).

"**Participating Member State**" shall mean any member state of the European Union that adopts or has adopted the Euro as its lawful currency in accordance with legislation of the European Union relating to economic and monetary union.

"**Patriot Act**" shall have the meaning provided in Section 13.18.

"**Payment Recipient**" shall have the meaning provided in Section 12.16(a).

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

"**Pension Plan**" shall mean any employee benefit pension plan (as defined in Section 3(2) of ERISA, but excluding any Multiemployer Plan) that is (i) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, (ii) sponsored or maintained (at the time of determination or at any time within five years prior thereto) by a Credit Party or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4062 or Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA, or has any liability (contingent or otherwise).

"**Perfection Requirements**" shall mean the making of appropriate registrations, filings or notifications with respect to the Collateral as contemplated by (x) any legal opinion required to be delivered hereby or under the terms of any Credit Document, including the making of such filings and taking of such other actions required to be taken thereby, (y) any applicable Credit Document or (z) pursuant to applicable Requirement of Law (including the filing of appropriate financing statements with the office of the Secretary of State of the state of organization of each U.S. Credit Party or other equivalent financing statements in all other applicable jurisdictions, the filing of appropriate grants, assignments or notices with the U.S. Patent and Trademark Office and the U.S. Copyright Office, the proper recording or filing, as applicable, of Mortgages and fixture filings with respect to any Real Estate not constituting Excluded Real Property and otherwise constituting Collateral and any other recordings, filings, registrations, notifications or other actions required to be taken in any other jurisdiction), in each case in favor of the Collateral Agent for the benefit of the Secured Parties and the delivery to the Administrative Agent of any stock certificate or promissory note required to be delivered pursuant to the applicable Credit Documents.

"**Permitted Acquisition**" shall mean any acquisition by the Parent Borrower or any Restricted Subsidiary, whether by purchase, merger, amalgamating, consolidation or otherwise, of all or substantially all of the assets of, or any business line, unit or division of, any Person or of a majority of the outstanding Capital Stock of any Person (but in any event including any Investment in (x) any Restricted Subsidiary which serves to increase the Parent Borrower's or any Restricted Subsidiary's respective equity ownership in such Restricted Subsidiary or (y) any joint venture for the purpose of purchasing, any or all of the interests of any joint venture partner in a manner that results in such joint venture becoming a subsidiary), and all Investments undertaken to consummate such acquisition transaction; provided that:

(a) such assets, business line, unit, division or Person, as applicable shall be in a Similar Business or other business permitted bySection 9.16 hereof;

(b) (1) such Person becomes a Restricted Subsidiary; or (2) such Person, assets, line of business, unit or division, in each case, in one transaction or a series of related transactions, is merged, consolidated, or amalgamated with or into, or transfers or conveys substantially all of its assets to (or is acquired by) or is liquidated into the Parent Borrower or a Restricted Subsidiary;

(c) with respect to each such acquisition, all actions required to be taken with respect to any such newly created or acquired Person or assets, in each case as applicable in order to satisfy the requirements of Section 9.11 shall have been taken (or arrangements for the taking of such actions after the consummation of the Permitted Acquisition shall have been made) (in each case unless such newly created or acquired Person constitutes an Excluded Subsidiary); and

(d) at the applicable time set forth in Section 1.11(c), no Event of Default under Section 11.1 or Section 11.5 (solely with respect to a Borrower) shall have occurred and be continuing or would result from the execution of such agreement and the consummation of such acquisition.

"**Permitted Asset Swap**" shall mean the concurrent purchase and sale or exchange of Related Business Assets or a combination of Related Business Assets and cash or Cash Equivalents between the Parent Borrower or a Restricted Subsidiary and another Person; provided that any cash or Cash Equivalents received must be applied in accordance with Section 5.2.

"**Permitted Debt Exchange**" shall have the meaning provided in Section 2.15(a).

"**Permitted Debt Exchange Notes**" shall have the meaning provided in Section 2.15(a).

"**Permitted Debt Exchange Offer**" shall have the meaning provided in Section 2.15(a).

"**Permitted Equity**" shall mean common equity, Qualified Stock or any other instrument with terms reasonably acceptable to the Joint Lead Arrangers.

"**Permitted Holders**" shall mean each of the Initial Investors and members of management of Holdings or the Parent Borrower (or any Parent Entity) and any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; provided that, in the case of such group and without giving effect to the existence of such group or any other group, such Initial Investors and such members of management, collectively, have beneficial ownership, directly or indirectly, of more than 50% of the total voting power of the Voting Stock of Holdings or any Parent Entity owned, directly or indirectly, by such group.

"**Permitted Investments**" shall mean:

(i) any Investment in any Credit Party or any other Restricted Subsidiary, including the acquisition of a greater proportion of the Equity Interests of such Restricted Subsidiary;

(ii) any Investment in cash, Cash Equivalents, or Investment Grade Securities, or Investments that were cash, Cash Equivalents or Investment Grade Securities at the time such Investment was made;

(iii) Permitted Acquisitions;

(iv) any Investment received in connection with an Asset Sale made pursuant to Section 10.4 or any other disposition of assets not constituting an Asset Sale;

(v) (a) any Investment existing or contemplated on the Closing Date and, to the extent individually having a principal amount in excess of $10,000,000, listed on Schedule 10.5 and (b) Investments consisting of any modification, replacement, renewal, reinvestment or extension of any such Investment described in clause (a) above so long as no such modification, renewal, reinvestment or extension thereof increases the amount of such Investment except by the terms thereof (including as a result of the accrual or accretion of interest or original issue discount or the issuance of payment-in-kind securities) or as otherwise constituting a Permitted Investment or otherwise permitted by Section 10.5;

(vi) Investments (including debt obligations and Capital Stock) received (A) in connection with the bankruptcy,work-out, reorganization or recapitalization of any Person, (B) in settlement or compromise of delinquent obligations of, or other disputes with or judgments against, customers, trade-creditors, suppliers, licensees and other account debtors arising in the ordinary course of business, including pursuant to any plan of reorganization or similar arrangement upon bankruptcy or insolvency of any customer, trade creditor, supplier, licensee or other account debtor, (C) in satisfaction of judgments against other Persons, (D) as a result of foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment and/or (E) in settlement, compromise or resolution of litigation, arbitration or other disputes;

(vii) Hedging Obligations permitted under Section 10.1 and Cash Management Services;

(viii) Investments in Similar Businesses in an aggregate amount outstanding not to exceed the greater of $67,000,000 and 35.0% of Consolidated EBITDA for the most recently ended Test Period;

(ix) Investments the payment for which consists of Equity Interests of Holdings or any Parent Entity; provided that such Equity Interests will not increase the amount available for Restricted Payments under clause (c), (d) or (i) of the definition of the Available Amount;

(x) (A) issuance and guarantees of Indebtedness permitted under Section 10.1 (other than clause (g), (h), (i) or (q) thereof), (B) guarantees of leases or subleases or other obligations not constituting Indebtedness and (C) Investments consisting of guarantees of any supplier's obligations in respect of commodity contracts, including Hedging Obligations solely to the extent such commodities relate to the materials or products to be purchased by the Parent Borrower or any Restricted Subsidiary;

(xi) any transaction to the extent it constitutes an Investment that is permitted and made in accordance with Section 9.9 (except transactions described in clause (b) of such paragraph);

(xii) Investments consisting of purchases and acquisitions of inventory, supplies, material, services, equipment, or other similar assets in the ordinary course of business;

(xiii) additional Investments in an aggregate amount outstanding not to exceed (a) the greater of $96,000,000 and 50.0% of Consolidated EBITDA for the most recently ended Test Period, *plus* (b) the portion, if any, of the Available Amount on the date of such election that the applicable Borrower elects to apply to this subsection (b);

(xiv) Investments in or relating to any Receivables Subsidiary that, in the good faith determination of the Parent Borrower, are necessary or advisable to effect a Receivables Facility (including any contribution of replacement or substitute assets to such Receivables Subsidiary) or any repurchases in connection therewith (including the contribution or lending of cash or Cash Equivalents to Subsidiaries to finance the purchase of such assets from the Parent Borrower or any Restricted Subsidiary or to otherwise fund required reserves and Investments of funds held in accounts permitted or required by the arrangements governing such Receivables Facility or any related Indebtedness);

(xv) advances to, or guarantees of Indebtedness of, employees not in excess of the greater of $19,000,000 and 10.0% of Consolidated EBITDA for the most recently ended Test Period;

(xvi) loans and advances to officers, directors, managers, and employees for business related travel expenses, moving expenses, and other similar expenses, in each case incurred in the ordinary course of business;

(xvii) Investments consisting of rebates and extensions of trade credit (including in the nature of accounts receivable or notes receivable) in the ordinary course of business;

(xviii) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers, vendors, suppliers, licensors, sublicensors, licensees and sublicensees;

(xix) Investments in subsidiaries and joint ventures in connection with reorganizations and/or restructurings, including any Permitted Reorganization and/or activities related to tax planning (including Investments in non-Cash or non-Cash Equivalents); provided that, after giving effect to any such reorganization, restructuring and/or related activity, the security interest of the Collateral Agent in the Collateral, taken as a whole, is not materially impaired (including by a material portion of the assets that constitute Collateral immediately prior to such reorganization, restructuring or tax planning activities no longer constituting Collateral) as a result of such reorganization, restructuring or tax planning activities;

(xx) Investments (i) in connection with obtaining, maintaining or renewing client, franchisee and customer contracts, (ii) in the form of loans or advances made to, and guarantees with respect to obligations of franchisees, distributors, suppliers, licensors and licensees in the ordinary course of business or to the extent necessary to maintain the ordinary course of supplies to the Parent Borrower or any Restricted Subsidiary and/or (iii) constituting deposits, prepayments and/or other credits to suppliers or other trade counterparties;

(xxi) (a) the licensing and purchase of Intellectual Property pursuant to joint marketing, collaboration or other similar arrangements with other Persons, in the ordinary course of business or (b) the sale, transfer, licensing, sublicensing or contribution of any Intellectual Property, for bona fide operational restructuring, tax-planning or other similar purposes, to the Parent Borrower or any Restricted Subsidiary;

(xxii) any additional Investments; provided that after giving Pro Forma Effect to such Investments, the Total Net Leverage Ratio is equal to or less than 3.85 to 1.00;

(xxiii) Investments made in connection with the Transactions;

(xxiv) Investments made (i) in joint ventures or (ii) in connection with the creation, formation and/or acquisition of any joint venture in an aggregate amount outstanding not to exceed the greater of $77,000,000 and 40.0% of Consolidated EBITDA as of the last day of the most recently ended Test Period;

(xxv) Investments made in joint ventures as required by, or made pursuant to, buy/sell arrangements between the joint venture parties set forth in joint venture agreements and similar binding arrangements;

(xxvi) Investments in Unrestricted Subsidiaries (including any joint venture that is an Unrestricted Subsidiary) in an aggregate amount outstanding not to exceed the greater of $67,000,000 and 35.0% of Consolidated EBITDA for the most recently ended Test Period;

(xxvii) Investments consisting of (or resulting from) Permitted Liens, Restricted Payments permitted under Section 10.5 and mergers, consolidations, amalgamations, liquidations, windings up, dissolutions or dispositions permitted by Section 10.3;

(xxviii) loans and advances of payroll payments or other compensation to present or former employees, directors, members of management, officers, managers or consultants of any Parent Entity (to the extent such payments or other compensation relate to services provided to such Parent Entity (but excluding, for the avoidance of doubt, the portion of any such amount, if any, attributable to the ownership or operations of any subsidiary of any Parent Entity other than the Parent Borrower and/or its subsidiaries)), the Parent Borrower and/or any subsidiary in the ordinary course of business;

(xxix) (A) Investments of any Restricted Subsidiary acquired after the Closing Date, or of any Person acquired by, or merged into or consolidated or amalgamated with, the Parent Borrower or any Restricted Subsidiary after the Closing Date, in each case as part of an Investment otherwise permitted by Section 10.5 to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of the relevant acquisition, merger, amalgamation or consolidation and (B) any modification, replacement, renewal or extension of any Investment permitted under clause (A) of this clause (xxix) so long as no such modification, replacement, renewal or extension thereof increases the amount of such Investment except as otherwise permitted by Section 10.5;

(xxx) (A) unfunded pension fund and other employee benefit plan obligations and liabilities to the extent that they are permitted to remain unfunded under applicable Requirements of Law and (B) Investments made in connection with any nonqualified deferred compensation plan or arrangement;

(xxxi) Investments in Holdings, the Parent Borrower, any subsidiary and/or any joint venture in connection with intercompany cash management arrangements and related activities in the ordinary course of business;

(xxxii) any Investment made by any Unrestricted Subsidiary prior to the date on which such Unrestricted Subsidiary is designated as a Restricted Subsidiary (but for the avoidance of doubt, after such subsidiary was designated as an Unrestricted Subsidiary) so long as the relevant Investment was not made in contemplation of the designation of such Unrestricted Subsidiary as a Restricted Subsidiary;

(xxxiii) the conversion to Qualified Stock of the Parent Borrower or any Restricted Subsidiary or to Capital Stock of any Parent Entity of any Indebtedness owed by any Borrower or any Restricted Subsidiary and permitted by Section 10.1;

(xxxiv) contributions in connection with compensation arrangements to a "rabbi" trust for the benefit of employees, directors, partners, members, consultants, independent contractors or other service providers or other grantor trust subject to claims of creditors in the case of a bankruptcy of the Parent Borrower or any of its Restricted Subsidiaries;

(xxxv) [reserved];

(xxxvi) Investments consisting of earnest money deposits required in connection with purchase agreements or other acquisitions, Permitted Investments or other Investments permitted under Section 10.5 and any other pledges or deposits permitted by Section 10.2;

(xxxvii) Term Loans repurchased by Holdings, the Parent Borrower or a Restricted Subsidiary pursuant to and subject to immediate cancellation in accordance with this Agreement and any other Indebtedness of the Parent Borrower or any Restricted Subsidiary repurchased, redeemed or retired by the Parent Borrower or a Restricted Subsidiary pursuant to and subject to immediate cancellation or termination in accordance with the terms of such other Indebtedness; and

(xxxviii) guarantee obligations of the Parent Borrower or any Restricted Subsidiary in respect of letters of support, guarantees or similar obligations issued, made or incurred for the benefit of any Restricted Subsidiary of the Parent Borrower to the extent required by law or in connection with any statutory filing or the delivery of audit opinions performed in jurisdictions other than within the United States.

"**Permitted Liens**" shall mean, with respect to any Person:

(i) pledges or deposits by such Person under workmen's compensation laws, unemployment insurance laws, or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness), or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or U.S. government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for the payment of rent or deposits made to secure obligations arising from contractual or warranty refunds, in each case incurred in the ordinary course of business;

(ii) Liens imposed by statutory or common law (and rights of setoff), such as carriers', warehousemen's, materialmen's, repairmen's, builders' and mechanics' Liens, in each case (A) for sums not yet overdue for a period of more than 60 days or (B) for sums overdue for more than 60 days (1) that are being contested in good faith by appropriate proceedings, (2) with regard to which no filing or action has been taken to enforce such Lien or (3) with respect to which the failure to make payment would not reasonably be expected to have a Material Adverse Effect, or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review if adequate reserves with respect thereto are maintained on the books of such Person in accordance with GAAP;

(iii) Liens for taxes, assessments, or other governmental charges not yet overdue for a period of more than 60 days or, if more than 60 days (i) which are being contested in good faith by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of such Person in accordance with GAAP or are not required to be paid pursuant to Section 8.11, (ii) which are for property taxes on the property of the Parent Borrower or one of its Subsidiaries has determined to abandon if the sole recourse for such tax, assessment, charge, levy, or claim is to such property or (iii) with respect to which the failure to make payment would not reasonably be expected to have a Material Adverse Effect;

(iv) Liens incurred (A) in the ordinary course of business in connection with workers' compensation, unemployment insurance, health, disability or employee benefits and other types of social security laws and regulations, (B) in the ordinary course of business to secure the performance of tenders, statutory obligations, warranties, surety, stay, customs and appeal bonds, bids, leases, government contracts, trade contracts (including customer contracts), indemnitees, performance, completion and return-of-money bonds and other similar obligations (including those to secure (x) health, safety and environmental obligations and (y) letters of credit and bank guarantees required or requested by any Governmental Authority in connection with any contract or Requirement of Law) (exclusive of obligations for the payment of borrowed money), (C) pursuant to pledges and deposits of cash or Cash Equivalents or the granting of other security in the ordinary course of business securing (x) any liability for reimbursement (including in respect of deductibles, self-insurance retention amounts and premiums and adjustments related thereto), premium or indemnification obligations of insurance brokers or carriers providing property, casualty, liability or other insurance or self-insurance to Holdings, the Parent Borrower and its subsidiaries (including deductibles, self-insurance, co-payment, co-insurance and retentions) or (y) leases, subleases, licenses or sublicenses of property otherwise permitted by this Agreement and (D) to secure obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments posted with respect to the items described in clauses (A) through (C) above;

(v) Liens consisting of easements, covenants, conditions, site plan agreements, development agreements, operating agreements, cross-easement agreements, reciprocal easement agreements and encumbrances, applicable laws and municipal ordinances, rights-of-way, rights, waivers, reservations, restrictions, encroachments, servitudes for railways, sewers, drains, gas and oil and other pipelines, gas and water mains, electric light and power and telecommunication, telephone or telegraph or cable television conduits, poles, wires and cables and other similar protrusions or encumbrances, agreements and other similar matters of fact or record and matters that would be disclosed by a survey or inspection of any real property and other minor defects or irregularities in title, in each case (x) which do not, in the aggregate, materially interfere with the ordinary conduct of the business of the Parent Borrower and/or its Restricted Subsidiaries, taken as a whole, or (y) where the failure to have such title or having such Lien would not reasonably be expected to have a Material Adverse Effect;

(vi) Liens securing Indebtedness permitted to be outstanding pursuant to clause (a), (d), (m), (r), (v) or (y) of Section 10.1; provided that, (a) in the case of clause (d) of Section 10.1, any such Lien shall encumber only the assets (including Capital Stock) acquired, constructed, repaired, replaced or improved with the proceeds of such Indebtedness, or the assets subject to the Sale Leaseback, as applicable, and proceeds and products thereof, replacements, accessions or additions thereto and improvements thereon and customary security deposits with respect thereto (it being understood that individual financings of the type permitted thereunder provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates); (b) in the case of clause (m) of Section 10.1, (x) the applicable Refinancing Indebtedness is permitted to be secured pursuant to such clause (m) and (y) such new Lien shall be limited to all or part of the same property that secured or would have been subject to the original Lien (and additions thereto, improvements thereon and the proceeds thereof), (c) in the case of clause (r) of Section 10.1, such Lien may not extend to any assets other than the Capital Stock of, and the assets owned by, the Restricted Subsidiaries incurring or guaranteeing such Indebtedness; and (d) in the case of Liens on Collateral securing Permitted Debt Exchange Notes, the applicable secured parties (or a representative thereof on behalf of such holders) shall be subject to the Intercreditor Agreement Requirement;

(vii) subject to Section 9.14, Liens existing on the Closing Date; provided that any Lien securing Indebtedness or other obligations in excess of $10,000,000 individually (determined by reference to exchange rates as of the Closing Date) shall only be permitted if set forth on Schedule 10.2, and, in each case, any modifications, replacements, refinancing, renewals, or extensions thereof;

(viii) Liens on property or Equity Interests of a Person at the time such Person becomes a Subsidiary; provided that such Liens are not created or incurred in connection with, or in contemplation of, such other Person becoming a Subsidiary; provided, further, however, that such Liens may not extend to any other property owned by the Parent Borrower or any Restricted Subsidiary (other than, with respect to such Person, the proceeds or products of such property or assets, any replacements of such property or assets and additions and accessions thereto, any improvements thereon, after-acquired property subject to a Lien securing Indebtedness and other obligations incurred prior to such time and which Indebtedness and other obligations are permitted hereunder that require, pursuant to their terms at such time, a pledge of after-acquired property of such Person, and the proceeds and the products thereof and customary security deposits in respect thereof (it being understood that individual financings of the type permitted under Section 10.1(d) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates));

(ix) Liens on property at the time the Parent Borrower or a Restricted Subsidiary acquired the property, including any acquisition by means of a merger or consolidation with or into the Parent Borrower or any Restricted Subsidiary or the designation of an Unrestricted Subsidiary as a Restricted Subsidiary; provided that such Liens are not created or incurred in connection with, or in contemplation of, such acquisition, merger, consolidation, or designation; provided, further, however, that such Liens may not extend to any other property owned by the Parent Borrower or any Restricted Subsidiary (other than, with respect to such property, the proceeds or products of such property or assets, any replacements of such property or assets and additions and accessions thereto, any improvements thereon, after-acquired property subject to a Lien securing Indebtedness and other obligations incurred prior to such time and which Indebtedness and other obligations are permitted hereunder that require, pursuant to their terms at such time, a pledge of after-acquired property, and the proceeds and the products thereof and customary security deposits in respect thereof (it being understood that individual financings of the type permitted under Section 10.1(d) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates));

(x) Liens on assets and Capital Stock of Restricted Subsidiaries that are not Credit Parties securing Indebtedness or other obligations of Restricted Subsidiaries that are not Credit Parties permitted pursuant to Section 10.1;

(xi) Liens securing Hedging Obligations and Cash Management Services otherwise permitted hereunder; *provided* that, at the election of the Parent Borrower, the Collateral Agent and the Parent Borrower shall enter into an Acceptable Intercreditor Agreement providing for *pari passu* or junior Lien priority with respect to such Indebtedness or other obligations;

(xii) Liens on specific items of inventory or other goods and the proceeds thereof securing the relevant Person's obligations in respect of commercial letters of credit or bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment, or storage of such inventory or other goods;

(xiii) (A) leases, licenses, subleases, sublicenses or cross-licenses granted to others, (B) Liens (including, without limitation, negative pledges) on Intellectual Property arising from licenses or sublicenses of Intellectual Property and (C) assignments of Intellectual Property rights granted to a customer of the Parent Borrower or any Restricted Subsidiary in the ordinary course of business which do not secure any Indebtedness;

(xiv) Liens (A) that are precautionary or purported Liens evidenced by the filing of UCC financing statements or similar financing statements under applicable Requirements of Law relating solely to (1) operating leases or consignment or bailee arrangements entered into in the ordinary course of business, (2) the sale of accounts receivable in the ordinary course of business for which a UCC financing statement or similar financing statement under applicable Requirements of Law is required and/or (3) the sale of accounts receivable and related assets in connection with any Receivables Facility or (B) arising by operation of law under Article 2 of the UCC (or any similar Requirement of Law of any jurisdiction);

(xv) Liens in favor of any Credit Party or granted by any Restricted Subsidiary that is not a Credit Party in favor of any other Restricted Subsidiary that is not a Credit Party;

(xvi) Liens on equipment of the Parent Borrower or any Restricted Subsidiary granted in the ordinary course of business to the Parent Borrower's or such Restricted Subsidiary's client at which such equipment is located;

(xvii) Liens on Receivables Facility Assets, accounts receivable, related assets and other assets of a Receivables Subsidiary incurred in connection with a Receivables Facility;

(xviii) Liens to secure any refinancing, refunding, extension, renewal, or replacement (or successive refinancing, refunding, extensions, renewals, or replacements) as a whole, or in part, of any Indebtedness or other obligation secured by any Lien referred to in clauses (vi), (vii), (viii), (ix), and (xv) of this definition of Permitted Liens; provided that (a) such new Lien shall be limited to all or part of the same property that secured or would have been subject to the original Lien (and additions thereto, improvements thereon and the proceeds thereof), and (b) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (1) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clauses (vi), (vii), (viii), (ix), and (xv) at the time the original Lien became a Permitted Lien under this Agreement, and (2) an amount necessary to pay any fees and expenses, including premiums and accrued and unpaid interest, related to such refinancing, refunding, extension, renewal, or replacement;

(xix) [reserved];

(xx) other Liens securing obligations which do not exceed the sum of (a) the greater of $48,000,000 and 25.0% of Consolidated EBITDA for the most recently ended Test Period at the time of the incurrence of such Lien; *provided* that, at the election of the Parent Borrower, the Collateral Agent and the Parent Borrower shall enter into an Acceptable Intercreditor Agreement providing for junior Lien priority (but not *pari passu* priority) with respect to such obligations plus (b) the Available Amount; provided that the outstanding principal amount or liquidation preference of obligations secured by Liens pursuant to this clause (b) shall reduce the Available Amount accordingly;

(xxi) (i) Liens securing judgments not constituting an Event of Default under Section 11.5 or Section 11.10 and (ii) any cash deposits securing any settlement of litigation;

(xxii) 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;

(xxiii) Liens (A) that are contractual rights of set-off or netting relating to (1) the establishment of depositary relations with banks or other financial institutions not granted in connection with the issuance of Indebtedness, (2) pooled deposit or sweep accounts of the Parent Borrower and/or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Parent Borrower and/or any Restricted Subsidiary, (3) purchase orders and other agreements entered into with customers of the Borrower and/or any Restricted Subsidiary in the ordinary course of business or (4) trading or other brokerage accounts incurred in the ordinary course of business, (B) Liens encumbering reasonable customary initial deposits and margin deposits, (C) bankers Liens and rights and remedies as to deposit accounts or similar accounts, (D) Liens of a collection bank arising under Section 4-208 or Section 4-210 of the UCC (or any similar Requirement of Law of any jurisdiction) on items in the ordinary course of business or (E) Liens (including rights of set-off) in favor of banking or other financial institutions arising as a matter of law or under customary general terms and conditions encumbering deposits or other funds maintained with a financial institution and that are within the general parameters customary in the banking industry or arising pursuant to such banking institution's general terms and conditions;

(xxiv) Liens on securities or other assets that are the subject of repurchase agreements constituting Investments permitted under Section 10.5 arising out of such repurchase transaction;

(xxv) Liens (i) solely on any cash (or Cash Equivalent) earnest money deposits (including as part of any escrow arrangement) made by the Parent Borrower and/or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement with respect to any Investment permitted hereunder (or to secure letters of credit, bank guarantees or similar instruments posted in respect thereof), (ii) on advances of cash or Cash Equivalents in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 10.5 to be applied against the purchase price for such Investment or (iii) consisting of (A) an agreement to dispose of any property in a disposition permitted under Section 10.4 or otherwise not constituting an Asset Sale and/or (B) the pledge of Cash or Cash Equivalents as part of an escrow or similar arrangement required in any disposition permitted under Section 10.4 or otherwise not constituting an Asset Sale;

(xxvi) (A) the reservations, limitations, provisos and conditions, if any, expressed in any original grant from the Crown of any real property or any interest therein, (B) rights reserved or vested in any Person by the terms of any lease, license, franchise, grant, or permit held by the Parent Borrower or any of the Restricted Subsidiaries or by a statutory provision, to terminate any such lease, license, franchise, grant, or permit, or to require annual or periodic payments as a condition to the continuance thereof and (C) Liens consisting of any (1) interest or title of a lessor, sub-lessor, licensor or sub-licensor under any lease, sub-lease, license, sublicense or similar arrangement of real estate or other property (including any technology or intellectual property) permitted hereunder, (2) landlord lien arising by law or permitted by the terms of any lease, sub-lease, license, sublicense or similar arrangement, (3) restriction or encumbrance to which the interest or title of such lessor, sub-lessor, licensor or sub-licensor may be subject, (4) subordination of the interest of the lessee, sub-lessee, licensee or sub-licensee under such lease, sub-lease, license, sublicense or similar arrangement to any restriction or encumbrance referred to in the preceding clause (3) or (4) deposit of cash with the owner or lessor of premises leased and operated by the Parent Borrower or any Restricted Subsidiary in the ordinary course of business to secure the performance of obligations under the terms of the lease for such premises;

(xxvii) restrictive covenants affecting the use to which real property may be put;

(xxviii) security given to a public utility or any municipality or Governmental Authority when required by such utility or authority in connection with the operations of that Person in the ordinary course of business;

(xxix) Liens in connection with any zoning, building or similar Requirement of Law or right reserved to or vested in any Governmental Authority to control or regulate the use of any dimensions of real property or any structure thereon, including Liens in connection with any condemnation or eminent domain proceeding or compulsory purchase order;

(xxx) Liens arising out of conditional sale, title retention, consignment, or similar arrangements for sale of goods entered into by the Parent Borrower or any Restricted Subsidiary in the ordinary course of business;

(xxxi) Liens arising under the Security Documents;

(xxxii) Liens on goods purchased in the ordinary course of business the purchase price of which is financed by a commercial letter of credit issued for the account of the Parent Borrower, the Borrowers or any of their Subsidiaries;

(xxxiii) (a) Liens on Equity Interests in joint ventures, (b) Liens on Equity Interests in Unrestricted Subsidiaries, (c) purchase options, call, and similar rights of, and restrictions for the benefit of, a third party with respect to Equity Interests held by the Parent Borrower or any Restricted Subsidiary in joint ventures and (d) customary rights of first refusal and tag, drag and similar rights in joint venture agreements and agreements with respect to non-wholly-owned Subsidiaries;

(xxxiv) Liens on cash and Cash Equivalents that are earmarked to be used to satisfy or discharge Indebtedness; provided (a) 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, (b) 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 (c) the satisfaction or discharge of such Indebtedness is expressly permitted hereunder;

(xxxv) with respect to any Foreign Subsidiary, other Liens and privileges arising mandatorily by any Requirement of Law; *provided* that such Liens and privileges extend only to the assets or Capital Stock of such Foreign Subsidiary;

(xxxvi) Liens securing Secured Ratio Debt permitted under Section 10.1; provided that to the extent such Liens encumber any portion of the Collateral the Intercreditor Agreement Requirement shall be required to be satisfied;

(xxxvii) Liens securing Priority Obligations;

(xxxviii) receipt of progress payments and advances from customers in the ordinary course of business to the extent the same creates a Lien on the related inventory and proceeds thereof;

(xxxix) Liens under extended retention of title arrangements (verlängerter Eigentumsvorbehalt) under German law;

(xl) any statutory Lien (Gesetzliches Pfandrecht) arising by operation of law under the German Civil Code or the German Commercial Code (Handelsgesetzbuch), including without limitation under a lease agreement in favor of the relevant third party landlord (Vermieterpfandrecht) or under a warehousing agreement in favor of the relevant warehouse operator (Pfandrecht des Lagerhalters);

(xli) any Lien given in order to comply with the requirements under section 8a of the German Act on Partial Retirement (Alterszeitgesetz) or under section 7e of the Fourth Book of the German Social Code (Sozialgesetzbuch IV);

(xlii) with respect to any real estate located in Germany, any Lien to the extent that the granting of such Lien cannot be restricted pursuant to section 1136 (alone or in conjunction with section 119a paragraph 1) of the German Civil Code;

(xliii) Liens arising under the general terms and conditions of banks (Allgemeine Geschäftsbedingungen der Banken und Sparkassen) in relation to accounts in Germany;

(xliv) Liens (whether in the form of a pledge or contractual right of set-off) resulting from the general terms and conditions of any Belgian credit institution entered into by a Restricted Subsidiary in the framework of its ordinary banking arrangements;

(xlv) Liens on assets not constituting Collateral;

(xlvi) Liens on assets securing Indebtedness or other obligations in an aggregate principal amount not to exceed the greater of $67,000,000 and 35.0% of Consolidated EBITDA as of the last day of the most recently ended Test Period; *provided* that, at the election of the Parent Borrower, the Collateral Agent and the Parent Borrower shall enter into an Acceptable Intercreditor Agreement providing for *pari passu* or junior Lien priority with respect to such Indebtedness or other obligations;

(xlvii) Liens that are customary in the business of the Parent Borrower and its Restricted Subsidiaries and that do not secure Indebtedness for borrowed money;

(xlviii) Liens arising solely in connection with rights of dissenting equity holders pursuant to any Requirement of Law in respect of the Transactions, any Permitted Acquisition or other similar Investment;

(xlix) Liens arising out of Sale Leasebacks permitted under Section 10.4 (or otherwise not constituting an Asset Sale) provided any related Indebtedness is permitted under Section 10.1;

(l) Liens securing obligations (other than obligations representing Indebtedness for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Parent Borrower and/or its Restricted Subsidiaries;

(li) Liens disclosed in any Mortgage or Title Policy delivered pursuant to the Credit Documents with respect to any Mortgaged Property, and any replacement, extension or renewal of any such Lien; provided that no such replacement, extension or renewal Lien shall cover any property other than the property that was subject to such Lien prior to such replacement, extension or renewal (and additions thereto, improvements thereon and the proceeds thereof);

(lii) undetermined or inchoate Liens, rights of distress and charges incidental to current operations that have not at such time been filed or exercised, or which relate to obligations not due or payable or, if due, the validity of such Liens are being contested in good faith by appropriate actions diligently conducted, if adequate reserves with respect thereto are maintained on the books of such Person in accordance with GAAP;

(liii) ground leases or subleases in respect of real property on which facilities owned or leased by the Parent Borrower or any of its Restricted Subsidiaries are located;

(liv) security given to a public or private utility or any Governmental Authority as required in the ordinary course of business;

(lv) Liens arising pursuant to Section 107(l) of the Comprehensive Environmental Response, Compensation and Liability Act or similar provision of any applicable law;

(lvi) Liens granted pursuant to a security agreement between the Parent Borrower or any Restricted Subsidiary and a licensee of Intellectual Property rights to secure the damages, if any, incurred by such licensee resulting from the rejection of the license of such licensee in a bankruptcy, reorganization or similar proceeding with respect to the Parent Borrower or such Restricted Subsidiary; and

(lvii) Liens on the proceeds of any Indebtedness permitted hereunder incurred in connection with any transaction permitted hereunder, which proceeds have been deposited into an escrow account on customary terms to secure such Indebtedness pending the application of such proceeds to finance such transaction or on cash or Cash Equivalents set aside at the time of the incurrence of such Indebtedness to the extent such cash or Cash Equivalents prefund the payment of interest or fees on such Indebtedness and are held in escrow pending application for such purpose.

"**Permitted Reorganization**" shall mean any transaction or undertaking, including Investments, in connection with internal reorganizations and or restructurings (including in connection with tax planning and corporate reorganizations), so long as, after giving effect thereto, (a) the Credit Parties shall comply with the collateral and guarantee requirements and Section 9.11 and (b) the security interest of the Secured Parties in the Collateral, taken as a whole, is not materially impaired (including by a material portion of the assets that constitute Collateral immediately prior to such Permitted Reorganization no longer constituting Collateral) as a result of such Permitted Reorganization. "Permitted Reorganization" shall, subject to clauses (a) and (b) of the preceding sentence, include any "push down" of all or a portion of the Obligations hereunder, directly or indirectly, to a subsidiary of a Borrower reasonably acceptable to the Administrative Agent (by assignment, assumption, merger, novation or any other means reasonably acceptable to the Administrative Agent).

"**Permitted Sale Leaseback**" shall mean any Sale Leaseback consummated by the Parent Borrower or any of its Restricted Subsidiaries after the Closing Date; provided that any such Sale Leaseback not between the Parent Borrower and a Restricted Subsidiary is consummated for Fair Market Value (which such determination may take into account any retained interest or other Investment of the Parent Borrower or such Restricted Subsidiary in connection with, and any other material economic terms of, such Sale Leaseback).

"**Permitted Subordinated Shareholder Debt Payments**" shall mean cash payments with respect to shareholder loans owing to management of Holdings, the Parent Borrower or any Parent Entity not to exceed the greater of $3,000,000 and 1.5% of Consolidated EBITDA as of the last day of the most recently ended Test Period in any fiscal year of the Parent Borrower so long as no Default or Event of Default has occurred or is continuing (or would result therefrom).

"**Person**" shall mean any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust, or other enterprise or any Governmental Authority.

"**PIPE Financing**" shall have the meaning provided in the recitals to this Agreement.

"**Planned Expenditures**" shall have the meaning provided in the definition of Additional ECF Prepayment Reduction Amounts.

"**Platform**" shall have the meaning provided in Section 13.17(a).

"**Pledge Agreement**" shall mean the Pledge Agreement, entered into by Holdings and the Collateral Agent for the benefit of the Secured Parties, substantially in the form of Exhibit C.

"**Pounds Sterling**" and "**£**" means the lawful currency of the United Kingdom.

"**Prepayment Event**" shall mean any Asset Sale Prepayment Event, Debt Incurrence Prepayment Event, Casualty Event, or any Permitted Sale Leaseback.

"**Previously Designated Unrestricted Subsidiary**" shall have the meaning provided in Section 9.17.

"**primary obligor**" shall have the meaning provided such term in the definition of Contingent Obligations.

"**Principal Obligations**" shall have the meaning provided in Section 12.14(a).

"**Priority Obligation**" shall mean any obligation that is secured by a Lien on any Collateral in favor of a Governmental Authority, which Lien pursuant to applicable Requirement of Law ranks or is capable of ranking prior to or *pari passu* with the Liens thereon created by the applicable Security Documents, including any such Lien securing amounts owing for wages, vacation pay, severance pay, employee deductions, sales tax, excise tax, other Taxes, workers compensation, government royalties and stumpage or pension fund obligations.

"**Pro Forma Basis**," "**Pro Forma Compliance**," and "**Pro Forma Effect**" shall mean, with respect to compliance with any test, financial ratio, or covenant hereunder and any applicable period, that:

(i) (A) there shall be included in determining Consolidated EBITDA for the Parent Borrower and its Restricted Subsidiaries for such period, without duplication, the Acquired EBITDA of any Person or business, or attributable to any property or asset, acquired (including by way of merger) by the Parent Borrower or any Restricted Subsidiary during such period, or to any Person that became a Restricted Subsidiary of the Parent Borrower during such period, in each case to the extent not subsequently sold, transferred, abandoned, or otherwise disposed by the Parent Borrower or such Restricted Subsidiary during

such period (each such Person, business, property, or asset acquired and not subsequently so disposed of, an "**Acquired Entity or Business**") and the Acquired EBITDA of any Unrestricted Subsidiary that is converted into a Restricted Subsidiary during such period (each, a "**Converted Restricted Subsidiary**"), based on the actual Acquired EBITDA of such Acquired Entity or Business or Converted Restricted Subsidiary for such period (including the portion thereof occurring prior to such acquisition or conversion) and (B) income statement items (whether positive or negative) attributable to any Acquired Entity or Business or Converted Restricted Subsidiary shall be included throughout the applicable period;

(ii) (A) to the extent included in Consolidated Net Income for the Parent Borrower and its Restricted Subsidiaries, there shall be excluded in determining Consolidated EBITDA for the Parent Borrower and its Restricted Subsidiaries for such period the Disposed EBITDA of any Person, property, business, or asset sold, transferred, abandoned, or otherwise disposed of, closed or classified as discontinued operations by the Parent Borrower or any Restricted Subsidiary, or any Person that ceased to be a Restricted Subsidiary of the Parent Borrower, in each case during such period (each such Person, property, business, or asset so sold or disposed of, a "**Sold Entity or Business**"), and the Disposed EBITDA of any Restricted Subsidiary that is converted into an Unrestricted Subsidiary during such period (each, a "**Converted Unrestricted Subsidiary**") based on the actual Disposed EBITDA of such Sold Entity or Business or Converted Unrestricted Subsidiary for such period (including the portion thereof occurring prior to such sale, transfer, or disposition or conversion) and (B) income statement items (whether positive or negative) attributable to any Sold Entity or Business or Converted Unrestricted Subsidiary shall be excluded throughout the applicable period;

(iii) any retirement or repayment of Indebtedness (other than normal fluctuations in revolving Indebtedness incurred for working capital purposes) shall be deemed to have occurred as of the first day of the applicable period;

(iv) any Indebtedness incurred by the Parent Borrower or any of its Restricted Subsidiaries in connection with any Acquired Entity or Business or Sold Entity or Business shall be deemed to have occurred as of the first day of the applicable period; and

(v) Expected Cost Savings shall be given effect as though realized on the first day of such period;

provided, however, that the Parent Borrower may elect not to give Pro Forma Effect to the event resulting in an Acquired Entity or Business, Converted Restricted Subsidiary, Sold Entity or Business or Converted Unrestricted Subsidiary to the extent the aggregate consideration for the applicable Acquired Entity or Business or Sold Entity or Business, or the Fair Market Value of the net assets of the applicable Converted Restricted Subsidiary or Converted Unrestricted Subsidiary, as the case may be, is estimated in good faith by the Parent Borrower to not exceed $20,000,000.

If any Indebtedness bears a floating rate of interest and is being given Pro Forma Effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account for such entire period, any Hedging Obligation applicable to such Indebtedness with a remaining term of 12 months or longer, and in the case of any Hedging Obligation applicable to such Indebtedness with a remaining term of less than 12 months, taking into account such Hedging Obligation to the extent of its remaining term), or any reasonable approximation thereof as determined by the Parent Borrower. Interest on a Finance Lease Obligation shall be deemed to accrue at an interest rate as set forth in the definition of "Consolidated Interest Expense". For purposes of making the computation referred to above, interest on any revolving Indebtedness under a revolving credit facility computed on a Pro Forma Basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period (or, if lower, the greater of (i) maximum commitments under

such revolving credit facilities as of the date of determination and (ii) the aggregate principal amount of loans outstanding under such a revolving credit facilities on such date). Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Parent Borrower may designate.

"**Pro Forma Entity**" shall have the meaning provided in the definition of the term Acquired EBITDA.

"**PTE**" shall mean a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"**Public Company Costs**" shall mean costs relating to compliance with the provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and costs relating to the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended (and in each case, any similar Requirement of Law under any other applicable jurisdiction), as applicable to companies with equity or debt securities held by the public or companies with listed equity or debt securities, the rules of national securities exchanges, directors' or managers' compensation, fees and expense reimbursement, costs relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees, and listing fees.

"**Purchase Money Indebtedness**" shall mean and include (i) Indebtedness for borrowed money (other than the Obligations) of any Credit Party or Restricted Subsidiary thereof for the payment of all or any part of the purchase price of any equipment, real property or other fixed assets, (ii) any Indebtedness for borrowed money (other than the Obligations) of any Credit Party or Restricted Subsidiary incurred at the time of or within one-hundred and eighty (180) days prior to or one-hundred and eighty (180) days after the acquisition of any equipment, real property or other fixed assets for the purpose of financing all or any part of the purchase price thereof (whether by means of a loan agreement, capitalized lease or otherwise), and (iii) any renewals or extensions of the foregoing.

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

"**QFC Credit Support**" has the meaning provided in Section 13.24.

"**QofE**" shall mean those reports listed on Schedule1.1(g) prepared in connection with the Acquisition.

"**Qualified Stock**" of any Person shall mean Capital Stock of such Person other than Disqualified Stock of such Person; provided that Subordinated Shareholder Debt shall constitute Qualified Stock.

"**Ratio Debt**" shall have the meaning provided in Section 10.1.

"**Real Estate**" shall have the meaning provided in Section 9.1(f).

"**Receivables Facility**" shall mean any of one or more receivables financing facilities or securitization financing facilities (and any guarantee of such financing facility), as amended, supplemented, modified, extended, renewed, restated, or refunded from time to time, the obligations of which are non-recourse (except for customary representations, warranties, covenants, and indemnities made in connection

with such facilities) to the Parent Borrower and the Restricted Subsidiaries (other than a Receivables Subsidiary) pursuant to which the Parent Borrower or any Restricted Subsidiary sells, directly or indirectly, grants a security interest in or otherwise transfers its Receivables Facility Assets to either (i) a Person that is not a Restricted Subsidiary or (ii) a Receivables Subsidiary that in turn funds such purchase by purporting to sell its Receivables Facility Assets to a Person that is not a Restricted Subsidiary or by borrowing from such a Person or from another Receivables Subsidiary that in turn funds itself by borrowing from such a Person.

"**Receivables Facility Assets**" shall mean (a) any accounts receivable, revenue stream or other right of payment, real estate asset, mortgage receivable or related asset and (b) contract rights, lockbox accounts and records with respect to such assets customarily transferred therewith, in each case subject to a Receivables Facility.

"**Receivables Fee**" shall mean distributions or payments made directly or by means of discounts with respect to any accounts receivable or participation interest issued or sold in connection with, and other fees paid to a Person that is not a Restricted Subsidiary in connection with, any Receivables Facility.

"**Receivables Subsidiary**" shall mean any Subsidiary formed for the purpose of facilitating or entering into one or more Receivables Facilities, and in each case engages only in activities reasonably related or incidental thereto or another Person formed for the purposes of engaging in a Receivables Facility in which the Parent Borrower or any Subsidiary makes an Investment and to which the Parent Borrower or any Subsidiary transfers Receivables Facility Assets.

"**refinance**" shall have the meaning provided in Section 10.1(m)

"**Refinanced Term Loans**" shall have the meaning provided in Section 13.1(f).

"**Refinancing Indebtedness**" shall have the meaning provided in Section 10.1(m).

"**Refunding Capital Stock**" shall have the meaning provided in Section 10.5(b)(ii).

"**Register**" shall have the meaning provided in Section 13.6(b)(iv).

"**Regulated Bank**" shall have the meaning provided in Section 13.1(k)(iii).

"**Regulation U**" shall mean Regulation U of the Board as from time to time in effect and any successor to all or a portion thereof establishing margin requirements.

"**Regulation X**" shall mean Regulation X of the Board as from time to time in effect and any successor to all or a portion thereof establishing margin requirements.

"**Reimbursement Date**" shall have the meaning provided in Section 3.4(a).

"**Reimbursement Obligations**" shall mean the Borrowers' obligations to reimburse Unpaid Drawings pursuant to Section 3.4(a).

"**Reinvestment Period**" shall mean 18 months following the date of receipt of Net Cash Proceeds of an Asset Sale Prepayment Event, Casualty Event, or Permitted Sale Leaseback; *provided, however*, that such amount shall be extended to 24 months if during such 18 month period the subject Person shall have entered to a binding agreement to reinvest.

"**Reinvestment Right**" shall have the meaning provided in Section 5.2(a)(iii).

"**Rejection Notice**" shall have the meaning provided in Section 5.2(f).

"**Related Business Assets**" shall mean assets (other than cash or Cash Equivalents) used or useful in a Similar Business;provided that any assets received by the Parent Borrower or the Restricted Subsidiaries in exchange for assets transferred by the Parent Borrower or a Restricted Subsidiary shall not be deemed to be Related Business Assets if they consist of securities of a Person, unless upon receipt of the securities of such Person, such Person would become a Restricted Subsidiary.

"**Related Fund**" shall mean, with respect to any Lender that is a Fund, any other Fund that is advised or managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity or an Affiliate of such entity that administers, advises or manages such Lender.

"**Related Parties**" shall mean, with respect to any specified Person, such Person's Affiliates and the directors, officers, employees, agents, trustees, and advisors of such Person and any Person that possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise.

"**Release**" shall mean any release, spill, emission, discharge, disposal, escaping, leaking, pumping, pouring, dumping, emptying, injection, or leaching into the environment.

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

"**Repayment Amount**" shall mean the Initial Term Loan Repayment Amount, a New Term Loan Repayment Amount with respect to any Series, or an Extended Term Loan Repayment Amount with respect to any Extension Series, as applicable.

"**Replacement Term Loan Commitment**" shall mean the commitments of the Lenders to make Replacement Term Loans.

"**Replacement Term Loans**" shall have the meaning provided in Section 13.1(f).

"**Repricing Transaction**" shall mean (i) the incurrence by a Borrower of Indebtedness in the form of a broadly syndicated first-lien term loan (a) having an Effective Yield for the corresponding Type and currency of such Indebtedness that is less than the Effective Yield for the Initial Term Loans of the equivalent Type and currency and (b) the proceeds of which are used to prepay (or, in the case of a conversion, deemed to prepay or replace), in whole or in part, outstanding principal of Initial Term Loans of the equivalent currency, but excluding, for all purposes of this clause (i), Indebtedness incurred in connection with a dividend recapitalization, a transaction resulting in an upsizing of a Term Facility, a Change of Control or a Transformative Transaction or (ii) any effective reduction in the Effective Yield for the Initial Term Loans (e.g., by way of amendment, waiver or otherwise), except for a reduction in connection with a dividend recapitalization, a transaction resulting in an upsizing of a Term Facility, a Change of Control or a Transformative Transaction. Any determination by the Administrative Agent with respect to whether a Repricing Transaction shall have occurred shall be conclusive and binding on all Lenders holding the Initial Term Loans.

"**Required Facility Lenders**" means, with respect to any Class or Classes of Loans and/or Commitments, Lenders that would constitute Required Lenders if such Class or Classes of Loans and/or Commitments was the only Class, or were the only Classes, as the case may be, of Loans and Commitments hereunder.

"**Required Lenders**" shall mean, at any date, (i) Non-Defaulting Lenders having or holding a majority of the sum of (a) the Adjusted Total Revolving Credit Commitment at such date, (b) the Adjusted Total Term Loan Commitment at such date, (c) the Adjusted Total Ancillary Commitment at such date and (d) the outstanding principal amount of the Term Loans (excluding Term Loans held by Defaulting Lenders) at such date or (ii) if the Total Revolving Credit Commitment, the Total Term Loan Commitment and the Total Ancillary Commitment have been terminated or for the purposes of acceleration pursuant to Section 11, Non-Defaulting Lenders having or holding a majority of the outstanding principal amount of the Loans, Ancillary Outstandings and Letter of Credit Exposure (excluding the Loans, Ancillary Outstandings and Letter of Credit Exposure of Defaulting Lenders) in the aggregate at such date; provided, that Term Loan Commitments held by Affiliated Institutional Lenders shall not constitute more than 49.9% of the Term Loan Commitments in any calculation of the Required Lenders for the purpose of waivers or amendments under this Agreement.

"**Required Revolving Credit Lenders**" shall mean, at any date, Non-Defaulting Lenders holding a majority of the sum of (a) the Adjusted Total Revolving Credit Commitment at such date and (b) the Adjusted Total Ancillary Commitment at such date (or, if the Total Revolving Credit Commitment and the Total Ancillary Commitment have been terminated at such time, a majority of the Revolving Credit Exposure and Ancillary Outstandings (excluding Revolving Credit Exposure and Ancillary Outstandings of Defaulting Lenders) at such time).

"**Required Term Loan Lenders**" shall mean, at any date, Non-Defaulting Lenders having or holding a majority of the sum of (i) the Adjusted Total Term Loan Commitment at such date and (ii) the aggregate outstanding principal amount of the Term Loans (excluding Term Loans held by Defaulting Lenders) at such date.

"**Requirement of Law**" shall mean, as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule, or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or assets or to which such Person or any of its property or assets is subject.

"**Resignation Effective Date**" shall have the meaning provided in Section 12.9(a).

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

"**Restricted Debt Payments**" shall have the meaning provided in Section 10.5(a)(iii).

"**Restricted Investment**" shall mean an Investment other than a Permitted Investment.

"**Restricted Payments**" shall have the meaning provided in Section 10.5(a).

"**Restricted Persons**" shall have the meaning provided in Section 13.16.

"**Restricted Subsidiary**" shall mean any Subsidiary of the Parent Borrower other than an Unrestricted Subsidiary.

"**Retained Asset Sale Proceeds**" means, at any date of determination, an amount determined on a cumulative basis that is equal to the aggregate cumulative sum of all Net Cash Proceeds in respect of Asset Sale Prepayment Events and Casualty Events received by the Parent Borrower or any of its Restricted Subsidiaries that are not or were not required to be applied to prepay Term Loans pursuant to the proviso to the definition of "Asset Sale Prepayment Event" or the first proviso to Section 5.2(a)(i).

"**Retained Declined Proceeds**" shall have the meaning provided in Section 5.2(f).

"**Retired Capital Stock**" shall have the meaning provided in Section 10.5(b)(ii).

"**Revolving Credit Commitment**" shall mean, as to each Revolving Credit Lender, its obligation to make Revolving Credit Loans to the Borrowers pursuant to Section 2.1(b), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth, and opposite such Lender's name on Schedule 1.1(b) under the caption "Revolving Credit Commitment" or in the Assignment and Acceptance pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement (including Section 2.14 and Section 2.16(b)(i)). The aggregate Revolving Credit Commitments of all Revolving Credit Lenders as of the Closing Date is $90,000,000 (the "**Initial Revolving Credit Commitments**").

"**Revolving Credit Commitment Percentage**" shall mean at any time, for each Lender, the percentage obtained by dividing (i) such Lender's Revolving Credit Commitment at such time by (ii) the amount of the Total Revolving Credit Commitment at such time; provided that at any time when the Total Revolving Credit Commitment shall have been terminated, each Lender's Revolving Credit Commitment Percentage shall be the percentage obtained by dividing (a) such Lender's Revolving Credit Exposure at such time by (b) the Revolving Credit Exposure of all Lenders at such time.

"**Revolving Credit Exposure**" shall mean, with respect to any Lender at any time, the sum of (i) the Dollar Equivalent of the aggregate principal amount of Revolving Credit Loans of such Lender then outstanding and (ii) such Lender's Letter of Credit Exposure at such time.

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

"**Revolving Credit Lender**" shall mean, at any time, any Lender that has a Revolving Credit Commitment or Extended Revolving Credit Commitment at such time (and after the termination of all Revolving Credit Commitments, any Lender that holds any Revolving Credit Exposure and/or Ancillary Outstandings).

"**Revolving Credit Loans**" shall have the meaning provided in Section 2.1(b).

"**Revolving Credit Maturity Date**" shall mean October 20, 2026, or such earlier date on which the Revolving Credit Commitments shall terminate as provided herein (or if such date is not a Business Day, the immediately preceding Business Day).

"**Revolving Loan**" shall mean, collectively or individually as the context may require, any (i) Revolving Credit Loan, (ii) Extended Revolving Credit Loan, (iii) Incremental Revolving Credit Loan, and (iv) Additional Revolving Credit Loan, in each case made pursuant to and in accordance with the terms and conditions of this Agreement.

"**RFR Interest Day**" shall have the meaning provided in the definition of the term Daily Simple RFR.

"**RFR Loan**" means a Loan that bears interest at a rate based on Daily Simple RFR.

"**S&P**" shall mean Standard & Poor's Financial Services LLC, a subsidiary of S&P Global Inc. (or any successor thereto).

"**Sale Leaseback**" shall mean any arrangement with any Person providing for the leasing by the Parent Borrower or any Restricted Subsidiary of any real or tangible personal property, which property has been or is to be sold or transferred by the Parent Borrower or such Restricted Subsidiary to such Person in contemplation of such leasing.

"**Sanctions Laws**" shall mean any applicable law governing transactions in controlled goods or technologies or dealings with countries, entities, organizations, or individuals subject to economic sanctions and similar measures administered or enforced by the United States Government (including without limitation, the Office of Foreign Assets Control), the United Nations Security Council, the European Union or the government of the United Kingdom (including, without limitation, Her Majesty's Treasury).

"**SEC**" shall mean the Securities and Exchange Commission or any successor thereto.

"**Section 9.1 Financials**" shall mean the financial statements delivered, or required to be delivered, pursuant toSection 9.1(a) or (b) together with the accompanying officer's certificate delivered, or required to be delivered, pursuant to Section 9.1(d).

"**Secured Cash Management Agreement**" shall mean any Cash Management Agreement that is entered into by and between Holdings, the Parent Borrower or any of their Restricted Subsidiaries and any Cash Management Bank, other than any Cash Management Agreement which is specified in writing by the Parent Borrower to the Administrative Agent as not constituting a Secured Cash Management Agreement hereunder.

"**Secured Cash Management Obligations**" shall mean Obligations under Secured Cash Management Agreements.

"**Secured Hedge Agreement**" shall mean any Hedge Agreement that is entered into by and between Holdings, the Parent Borrower or any of their Restricted Subsidiaries and any Hedge Bank, other than any Secured Hedge Agreement which is specifically designated in writing by the Parent Borrower and the applicable Hedge Bank to the Administrative Agent as not constituting a Secured Hedge Agreement hereunder.

"**Secured Hedge Obligations**" shall mean Obligations under Secured Hedge Agreements.

"**Secured Net Leverage Ratio**" shall mean, as of any date of determination, the ratio of (i) Consolidated Secured Debt as of such date of determination, *minus* the Unrestricted Cash Amount to (ii) Consolidated EBITDA of the Parent Borrower and the Restricted Subsidiaries for the Test Period then last ended, in each case with such *pro forma* adjustments as are appropriate and consistent with the*pro forma* adjustment provisions set forth in Section 1.12.

"**Secured Parties**" shall mean the Administrative Agent, the Collateral Agent, each Letter of Credit Issuer, each Lender, each Ancillary Lender, each Hedge Bank that is party to any Secured Hedge Agreement, each Cash Management Bank that is party to a Secured Cash Management Agreement and each sub-agent pursuant to Section 12 appointed by the Administrative Agent with respect to matters relating to the Credit Facilities or the Collateral Agent with respect to matters relating to any Security Document.

"**Secured Ratio Debt**" shall have the meaning provided in Section 10.1.

"**Security Agreement**" shall mean the Security Agreement entered into by the U.S. Credit Parties party thereto, the other parties party thereto and the Collateral Agent for the benefit of the Secured Parties, substantially in the form of Exhibit D.

"**Security Documents**" shall mean, collectively, the Pledge Agreement, the Security Agreement, the Mortgages, and each other security agreement or other instrument or document executed and delivered pursuant to Sections 9.11 or 9.14 or pursuant to any other such Security Documents to secure the Obligations.

"**Series**" shall have the meaning provided in Section 2.14(a).

"**Shared Incremental Amount**" shall have the meaning provided in the definition of Maximum Incremental Facilities Amount.

"**Significant Subsidiary**" shall mean, at any date of determination, (a) any Borrower and (b) any Restricted Subsidiary whose gross revenues (when combined with the gross revenues of such Restricted Subsidiary's Subsidiaries after eliminating intercompany obligations) for the Test Period most recently ended on or prior to such date were equal to or greater than 10% of the consolidated gross revenues of the Parent Borrower and the Restricted Subsidiaries for such period, determined in accordance with GAAP.

"**Similar Business**" shall mean any business conducted or proposed to be conducted by Holdings, the Parent Borrower and the Restricted Subsidiaries on the Closing Date or any business that is similar, reasonably related, synergistic, incidental, or ancillary thereto.

"**SOFR**" shall mean a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

"**Sold Entity or Business**" shall have the meaning provided in the definition of the term Pro Forma Basis.

"**Solvent**" shall mean, after giving effect to the consummation of the Transactions, (i) the present fair saleable value of the assets of Holdings and its Subsidiaries, on a consolidated basis, is not less than the amount that will be required to pay the probable liability of Holdings and its Subsidiaries, on a consolidated basis, on their debts as they become absolute and matured; (ii) the fair value of the property of Holdings and its Subsidiaries, on a consolidated basis, is greater than the total amount of liabilities (including, without limitation, contingent liabilities) of Holdings and its Subsidiaries, on a consolidated basis; (iii) the capital of Holdings and its Subsidiaries, on a consolidated basis, is not unreasonably small in relation to their business as contemplated on the date hereof; and (iv) Holdings and its Subsidiaries, on a consolidated basis, do not intend to incur, or believe that they will incur, debts including current obligations beyond their ability to pay such debts as they mature in the ordinary course of business. For the purposes hereof, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"**SONIA**" means a rate equal to the Sterling Overnight Index Average as administered by the SONIA Administrator.

"**SONIA Administrator**" means the Bank of England (or any successor administrator of the Sterling Overnight Index Average).

"**SONIA Administrator's Website**" means the Bank of England's website, currently at http://www.bankofengland.co.uk, or any successor source for the Sterling Overnight Index Average identified as such by the SONIA Administrator from time to time.

"**Specified Existing Revolving Credit Commitment**" shall have the meaning provided in Section 2.14(g)(ii).

"**Specified Foreign Guarantor**" shall have the meaning provided in the definition of the term Excluded Subsidiary.

"**Specified Indebtedness**" shall have the meaning provided in Section 13.1(j).

"**Specified Representations**" shall mean means the representations and warranties set forth inSection 8.1 (as it relates to organizational existence), Section 8.2 (as it relates to the due authorization, execution, delivery and performance of the Credit Documents and the enforceability thereof),Section 8.3 (limited to the execution, delivery and performance of the Credit Documents, incurrence of the Indebtedness thereunder and the granting of Guarantees and Liens in respect thereof not contravening organizational documents), Section 8.5, Section 8.7, Section 8.17, Section 8.20 (with respect to the use of proceeds of the Loans and Letters of Credit), and Section 8.21 (as it relates to the creation, validity and perfection of the security interests in the Collateral, subject to the Limited Conditionality Provision).

"**Specified Transaction Agreement Representations**" means the representations and warranties made by or on behalf of the Target, its subsidiaries or their respective businesses in the Transaction Agreement which are material to the interests of the Lenders, but only to the extent that the Parent (or its applicable affiliate) has the right (taking into account any cure provisions) to terminate its obligations under the Transaction Agreement or to decline to consummate the Transaction as a result of a breach of such representations and warranties.

"**Spot Rate**" for any currency shall mean the rate determined by the Administrative Agent to be the rate quoted by the Administrative Agent as the spot rate for the purchase by the Administrative Agent of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. (New York City time) on the date two Business Days prior to the date as of which the foreign exchange computation is made; provided that the Administrative Agent may obtain such spot rate from another financial institution designated by the Administrative Agent if it does not have as of the date of determination a spot buying rate for any such currency.

"**SPV**" shall have the meaning provided in Section 13.6(g).

"**Stated Amount**" of any Letter of Credit shall mean the maximum amount available to be drawn thereunder during the remaining life thereof, determined without regard to whether any conditions to drawing could then be met.

"**Status**" shall mean the existence of Level I Status, Level II Status or Level III Status, as the case may be, on such date. Changes in Status resulting from changes in the First Lien Net Leverage Ratio shall become effective, commencing with the first full fiscal quarter ended after the Closing Date, as of the first day following each date that Section 9.1 Financials and the related Compliance Certificate are delivered to the Administrative Agent under Section 9.1 demonstrating a change in Status, and shall remain in effect until the next change to be effected pursuant to this definition;provided that each determination of the First Lien Net Leverage Ratio pursuant to this definition shall be made as of the end of the Test Period ending at the end of the fiscal period covered by the most recently delivered Section 9.1 Financials.

"**Stock Equivalents**" shall mean all securities convertible into or exchangeable for Capital Stock and all warrants, options, or other rights to purchase or subscribe for any Capital Stock, whether or not presently convertible, exchangeable, or exercisable.

"**Subject Subsidiary**" shall have the meaning provided in Section 9.17.

"**Subordinated Indebtedness**" shall mean Indebtedness of the Borrowers or any other Guarantor that is by its terms subordinated in right of payment to the obligations of the Borrowers, or such Guarantor, as applicable, under this Agreement or the Guarantee, as applicable.

"**Subordinated Shareholder Debt**" shall mean, collectively, any debt provided to Holdings and/or the Parent Borrower, by Holdings, any Parent Entity or any Permitted Holder and/or other shareholder in exchange for or pursuant to any security, instrument or agreement, other than Capital Stock, together with any such security, instrument or agreement and any other security or instrument, other than Capital Stock, issued in payment of any obligation under any Subordinated Shareholder Debt; provided that:

(a) such debt does not (including upon the happening of any event) mature or require any amortization or other payment of principal prior to the date that is six months after the latest Maturity Date as of the date of issuance (other than by way of conversion or exchange of any such security or instrument for Capital Stock of Holdings and/or any Parent Entity (other than Disqualified Stock) or for any other security or instrument meeting the requirements of the definition);

(b) other than with respect any Permitted Subordinated Shareholder Debt Payments, such debt does not (including upon the happening of any event) require the payment of cash interest or any other cash payment prior to the date that is six months after the latest Maturity Date as of the date of issuance;

(c) such debt does not (including upon the happening of any event) provide for the acceleration of its maturity nor confer on its shareholders any right (including upon the happening of any event) to declare a default or event of default or take any enforcement action, in each case, prior to the date that is six months after the latest Maturity Date as of the date of issuance;

(d) such debt is not secured by a Lien on any asset of Holdings, the Parent Borrower or any Restricted Subsidiary and is not guaranteed by Holdings, the Parent Borrower or any Restricted Subsidiary;

(e) such debt is expressly subordinated in right of payment to the prior payment in full in cash of the Obligations on terms reasonably satisfactory to the Administrative Agent;

(f) such debt does not (including upon the happening of any event) restrict the payment of amounts due in respect of this Agreement or compliance by any Credit Party with its obligations hereunder or under any other Credit Document; and

(g) such debt is not (including upon the happening of any event) mandatorily convertible or exchangeable, or convertible or exchangeable at the option of the holder, in whole or in part, prior to the date that is six months after the latest Maturity Date as of the date of issuance other than into or for Capital Stock of Holdings and/or the Parent Borrower or any Parent Entity (other than Disqualified Stock), or for any other security or instrument meeting the requirements of the definition;

provided that debt that would constitute Subordinated Shareholder Debt but for the provisions thereof giving holders thereof (or the holders of any security into which such debt is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such debt upon the occurrence of any change in control or any disposition occurring prior to the date that is six months after the latest Maturity Date as of the date of issuance shall constitute Subordinated Shareholder Debt if such debt provides that the issuer thereof will not redeem such debt pursuant to such provisions prior to such date.

"**Subsidiary**" of any Person shall mean and include (i) any corporation more than 50% of whose Capital Stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time Capital Stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person directly or indirectly through Subsidiaries or (ii) any limited liability company, partnership, association, joint venture, or other entity of which such Person directly or indirectly through Subsidiaries has more than a 50% equity interest at the time. Unless otherwise expressly provided, all references herein to a Subsidiary shall mean a Subsidiary of the Parent Borrower.

"**Subsidiary Ancillary Borrower**" shall mean a Restricted Subsidiary of the Parent Borrower which becomes a borrower with respect to an Ancillary Facility in accordance with Section 2.16(k) hereof.

"**Subsidiary Borrower**" shall have the meaning provided in the preamble to this Agreement.

"**Successor Borrower**" shall have the meaning provided in Section 10.3(a).

"**Successor Foreign Currency Benchmark**" shall have the meaning provided in Section 1.16(f)(i).

"**Supported QFC**" has the meaning specified in Section 13.24.

"**Swap Obligation**" shall mean, with respect to any Credit Party, any obligation to pay or perform under any agreement, contract, or transaction that constitutes a "swap" within the meaning of section 1(a)(47) of the Commodity Exchange Act.

"**Target**" shall have the meaning provided in the recitals of this Agreement.

"**TARGET Day**" shall mean any day on which the Trans-European Automated Realtime Gross Settlement Express Transfer (TARGET) payment system (or, if such payment system ceases to be operative, such other payment system (if any) determined by the Administrative Agent and the Parent Borrower to be a suitable replacement) is open for the settlement of payments in Euros.

"**Taxes**" shall mean any and all present or future taxes, duties, levies, imposts, assessments, deductions, withholdings (including backup withholding), fees, or other similar charges imposed by any Governmental Authority and any interest, fines, penalties, or additions to tax with respect to the foregoing.

"**Term Loan Commitment**" shall mean, with respect to each Lender, such Lender's Initial Term Loan Commitment, and, if applicable, New Term Loan Commitment with respect to any Series and Replacement Term Loan Commitment with respect to any Series.

"**Term Loan Extension Request**" shall have the meaning provided in Section 2.14(g)(i).

"**Term Loan Lender**" shall mean, at any time, any Lender that has a Term Loan Commitment or an outstanding Term Loan.

"**Term Loans**" shall mean the Initial Term Loans, any New Term Loans, any Replacement Term Loans, and any Extended Term Loans, collectively.

"**Term SOFR**" shall mean for the applicable corresponding tenor, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"**Termination Date**" shall mean the first date on which all Commitments and each Letter of Credit have terminated or been collateralized in accordance with the terms of this Agreement and the Loans and Unpaid Drawings, together with interest, Fees and all other Obligations (other than (x) contingent indemnity obligations, Secured Hedge Obligations and Secured Cash Management Obligations and (y) Letters of Credit collateralized in accordance with the terms of this Agreement), have been paid in full.

"**Test Period**" shall mean, (a) for purposes of determining actual compliance with Section 10.7, the period of four consecutive Fiscal Quarters then most recently ended and (b) for any other purpose under this Agreement, the four consecutive fiscal quarters of the Parent Borrower then last ended and for which Section 9.1 Financials shall have been delivered (or required to be delivered) to the Administrative Agent or, at the Parent Borrower's election, are internally available (or, before the first delivery of Section 9.1 Financials, the most recent period of four fiscal quarters at the end of which financial statements are available).

"**Threshold Amount**" shall mean the greater of $62,000,000 and 32.5% of Consolidated EBITDA as of the last day of the most recently ended Test Period.

"**Title Policy**" shall have the meaning provided in Section 9.11(b).

"**Total Ancillary Commitment**" shall mean the sum of the Ancillary Commitments of all Ancillary Lenders.

"**Total Credit Exposure**" shall mean, at any date, the sum, without duplication, of (i) the Total Revolving Credit Commitment at such date (or, if the Total Revolving Credit Commitment shall have terminated on such date, the aggregate Revolving Credit Exposure and Ancillary Outstandings of all Lenders at such date), (ii) the Total Term Loan Commitment at such date, and (iii) without duplication of clause (ii), the aggregate outstanding principal amount of all Term Loans at such date.

"**Total Initial Term Loan Commitment**" shall mean the sum of the Initial Term Loan Commitments of all Lenders.

"**Total Net Leverage Ratio**" shall mean, as of any date of determination, the ratio of (i) Consolidated Total Debt as of such date of determination, *minus* the Unrestricted Cash Amount to (ii) Consolidated EBITDA of the Parent Borrower and the Restricted Subsidiaries for the Test Period then last ended, in each case with such *pro forma* adjustments as are appropriate and consistent with the *pro forma* adjustment provisions set forth in Section 1.12.

"**Total Revolving Credit Commitment**" shall mean the sum of the Revolving Credit Commitments of all the Lenders.

"**Total Term Loan Commitment**" shall mean the sum of the Initial Term Loan Commitments, and the New Term Loan Commitments, if applicable, of all the Lenders.

"**Transaction Agreement**" shall mean that certain Business Combination Agreement, dated as of June 17, 2021, by and among the Parent, the Target, Charterhouse General Partners (IX) Limited and the other sellers named therein.

"**Transaction Expenses**" shall mean any fees, costs, or expenses (including original issue discount, upfront fees or closing payments) incurred or paid by any Parent Entity, Holdings, the Borrowers, or any of their respective Affiliates in connection with the Transactions, this Agreement, the other Credit Documents, and the transactions contemplated hereby and thereby.

"**Transactions**" shall mean, collectively, the transactions contemplated by this Agreement, the Transaction Agreement, the PIPE Financing, the Closing Date Refinancing, any other repayment, repurchase, prepayment, or defeasance of Indebtedness of Holdings, the Company or any of their Subsidiaries in connection therewith, the consummation of any other transactions in connection with the foregoing (including the payment of the fees and expenses incurred in connection with any of the foregoing (including the Transaction Expenses), including to fund any original issue discount, ticking or upfront fees).

"**Transferee**" shall have the meaning provided in Section 13.6(e).

"**Transformative Transaction**" shall mean any acquisition or Investment by the Parent Borrower or any other Restricted Subsidiary that is not permitted by the terms of the Credit Documents immediately prior to the consummation of such acquisition or Investment.

"**Type**" shall mean (i) as to any Term Loan, its nature as an ABR Loan or a Eurocurrency Loan and (ii) as to any Revolving Loan, its nature as an ABR Loan, a Eurocurrency Rate Revolving Credit Loan or a RFR Loan.

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

"**Unpaid Drawing**" shall have the meaning provided in Section 3.4(a).

"**Unrestricted Cash Amount**" means the lesser of (a) the sum of (i) the amount of unrestricted cash and Cash Equivalents of the Parent Borrower and the Restricted Subsidiaries and (ii) the amount of cash and Cash Equivalents of the Parent Borrower and the Restricted Subsidiaries restricted in favor of the Secured Parties or any other permitted pari passu, senior or junior secured Indebtedness (in each case, other than the proceeds of any Indebtedness being incurred and giving rise to the need to calculate the First Lien Net Leverage Ratio, Secured Net Leverage Ratio or Total Net Leverage Ratio, as the case may be) and (b) $75,000,000.

"**Unrestricted Subsidiary**" means each of the Subsidiaries set forth on Schedule 1.1(i) hereto and designated as an Unrestricted Subsidiary on such Schedule, and each other Subsidiary (other than a Borrower) designated by the Parent Borrower as an Unrestricted Subsidiary pursuant to Section 9.17 subsequent to the Closing Date.

"**Unsecured Ratio Debt**" shall have the meaning provided in Section 10.1.

"**U.S.**" and "**United States**" shall mean the United States of America.

"**U.S. Credit Parties**" shall mean the Parent Borrower, the Subsidiary Borrower and any other U.S. Subsidiaries that are Borrowers or Guarantors.

"**U.S. Lender**" shall have the meaning provided in Section 5.4(e)(ii)(A).

"**U.S. Person**" shall mean any Person that is a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"**U.S. Special Resolution Regimes**" shall have the meaning provided in Section 13.24.

"**U.S. Subsidiary**" shall mean any Subsidiary of the Parent Borrower that is organized under the laws of the United States, any state thereof, or the District of Columbia.

"**UK Financial Institution**" shall mean any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended form 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**" shall mean the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"**USD Benchmark**" shall mean initially, USD LIBOR; provided that if a replacement of the USD Benchmark has occurred pursuant toSection 1.16, then "USD Benchmark" means the applicable USD Benchmark Replacement to the extent that such USD Benchmark Replacement has replaced such prior benchmark rate. Any reference to "USD Benchmark" shall include, as applicable, the published component used in the calculation thereof.

"**USD Benchmark Early Opt-in Effective Date**" shall mean with respect to any USD Early Opt-in Election, the sixth (6th) Business Day after the date notice of such USD Early Opt-in Election is provided to the affected Lenders, so long as the Administrative Agent has not received, by 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such USD Early Opt-in Election is provided to the affected Lenders, written notice of objection to such USD Early Opt-in Election from Lenders comprising the Required Facility Lenders with respect to the affected Classes (taken collectively).

"**USD Benchmark Replacement**" shall mean for any Available Tenor:

(1) For purposes of clause (a), the first alternative set forth below that can be determined by the Administrative Agent:

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

(b) the sum of: (i) Daily Simple SOFR and (ii) the spread adjustment selected or recommended by the Relevant Governmental Body for the replacement of the tenor of USD LIBOR with a SOFR-based rate having approximately the same length as the interest payment period specified in clause (a); and

(2) For purposes of Section 1.16(b), the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Parent Borrower as the replacement for such Available Tenor of such USD Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for U.S. dollar-denominated syndicated credit facilities at such time;

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

"**USD Benchmark Replacement Conforming Changes**" shall mean with respect to any USD Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "ABR," the definition of "Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides in consultation with the Parent Borrower may be appropriate to reflect the adoption and implementation of such USD 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 USD Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Credit Documents).

"**USD Benchmark Transition Event**" shall mean with respect to any then-current USD Benchmark other than USD LIBOR, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current USD Benchmark, the regulatory supervisor for the administrator of such USD Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such USD Benchmark, a resolution authority with jurisdiction over the administrator for such USD Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such USD Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such USD Benchmark, 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 USD Benchmark or (b) all Available Tenors of such USD Benchmark are or will no longer be representative of the underlying market and economic reality that such USD Benchmark is intended to measure and that representativeness will not be restored.

"**USD Early Opt-in Election**" shall mean the occurrence of:

(1) a notification by the Administrative Agent to (or the request by the Parent Borrower to the Administrative Agent to notify) each of the other parties hereto that at least five currently outstanding U.S. dollar-denominated syndicated credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such syndicated credit facilities are identified in such notice and are publicly available for review), and

(2) the joint election by the Administrative Agent and the Parent Borrower to trigger a fallback from USD LIBOR and the provision by the Administrative Agent of written notice of such election to the affected Lenders.

"**USD LIBOR**" shall mean the London interbank offered rate for Dollars as described in clause (a) of the definition of the term Eurocurrency Rate.

"**Voting Stock**" shall mean, with respect to any Person as of any date, the Capital Stock of such Person that is at the time entitled to vote in the election of the board of directors of such Person.

"**Wholly-Owned Restricted Subsidiary**" of any Person shall mean a Restricted Subsidiary of such Person, 100% of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) shall at the time be owned by such Person or by such Person and/or one or more Wholly-Owned Subsidiaries of such Person.

"**Wholly-Owned Subsidiary**" of any Person shall mean a Subsidiary of such Person, 100% of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) shall at the time be owned by such Person or by such Person and/or one or more Wholly-Owned Subsidiaries of such Person.

"**Withdrawal Liability**" shall mean 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**" shall mean any Credit Party, the Administrative Agent and, in the case of any U.S. federal withholding Tax, any other applicable withholding agent.

"**Write-Down and Conversion Powers**" shall mean (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 such 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 Other Interpretive Provisions. With reference to this Agreement and each other Credit Document, unless otherwise specified herein or in such other Credit Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words "herein", "hereto", "hereof", and "hereunder" and words of similar import when used in any Credit Document shall refer to such Credit Document as a whole and not to any particular provision thereof.

(c) Section, Exhibit, and Schedule references are to the Credit Document in which such reference appears.

(d) The term "including" is by way of example and not limitation.

(e) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

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

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

(h) 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.

(i) The words "ordinary course of business" or "ordinary course" shall, with respect to any Person, be deemed to refer to items or actions that are consistent with industry practice or norms of such Person's industry or such Person's past practice (it being understood that the sale of accounts receivable (and related assets) pursuant to supply-chain, factoring or reverse factoring arrangements entered into by the Parent Borrower and the other Restricted Subsidiaries shall be deemed to be in the ordinary course of business so long as such accounts receivable (and related assets) are sold for cash in an amount not less than 95% of the face amount thereof) (but, for the avoidance thereof, this shall not preclude any sale for less than a price to be determined to be in the ordinary course so long as it is in the ordinary course of business)) (in each case, as determined by the Parent Borrower acting in good faith).

(j) All references to "knowledge" or "awareness" of any Credit Party or any Restricted Subsidiary thereof means the actual knowledge of an Authorized Officer of such Credit Party or such Restricted Subsidiary.

(k) The words "permitted" shall be construed to also refer to actions or undertakings that are "not prohibited".

1.3 Accounting Terms.

(a) Except as expressly provided herein, all accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, applied in a consistent manner.

(b) Unless otherwise specified or the context otherwise requires, any reference in any Credit Document to any consolidated financial metric (including Consolidated EBITDA, Consolidated Net Income, Consolidated Total Assets, the First Lien Net Leverage Ratio, the Secured Net Leverage Ratio, the Total Net Leverage Ratio and the Interest Coverage Ratio) shall refer to such metric calculated (i) for the Parent Borrower and its Restricted Subsidiaries and (ii) as of the last day of the most recently ended Test Period.

1.4 Rounding. Any financial ratios required to be maintained by any Credit Party pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under this Agreement) shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number.

1.5 References to Agreements Laws, Etc. Unless otherwise expressly provided herein, (a) references to Organizational Documents, agreements (including the Credit Documents), and other Contractual Requirements shall be deemed to include all subsequent amendments, restatements, amendments and restatements, extensions, supplements, modifications, replacements, refinancings, renewals, or increases, but only to the extent that such amendments, restatements, amendments and restatements, extensions, supplements, modifications, replacements, refinancings, renewals, or increases are permitted by (or not prohibited under) any Credit Document; and (b) references to any Requirement of Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting such Requirement of Law.

1.6 Exchange Rates.

(a) For purposes of any determination under Section 9, Section 10, Section 11 or Section 13.1 or any determination under any other provision of this Agreement expressly requiring the use of a current exchange rate, all amounts incurred, outstanding, or proposed to be incurred or outstanding in currencies other than Dollars shall be translated into Dollars at the rate of exchange quoted by the Bloomberg Foreign Exchange Rates & World Currencies Page (or any successor page thereto, or in the event such rate does not appear on any Bloomberg Page, by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Parent Borrower) for such foreign currency, as in effect at 11:00 a.m. (London time) on the applicable date of determination; provided, however, that for purposes of determining compliance with Section 10 with respect to the amount of any Indebtedness, Permitted Investment, Restricted Investment, Lien, Asset Sale or Restricted Payment in a currency other than Dollars, no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of exchange occurring after the time such Indebtedness, Lien, Permitted Investment or Restricted Investment is incurred or Asset Sale or Restricted Payment made; provided that, for the avoidance of doubt, the foregoing provisions of this Section 1.6 shall otherwise apply to such Sections, including with respect to determining whether any Indebtedness, Lien, or Investment may be incurred or Asset Sale or Restricted Payment made at any time under such Sections. For purposes of any determination of Consolidated Total Debt, Consolidated Secured Debt or Consolidated First Lien Secured Debt, amounts in currencies other than Dollars shall be translated into Dollars at the currency exchange rates used in preparing the most recently delivered Section 9.1 Financials.

(b) For purposes of any determination under Section 5.2 of the outstanding principal amount of any Term Loans or Other First Lien Obligations, amounts outstanding in currencies other than Dollars shall be translated into Dollars at the rate described in clause (a) above on a date reasonably determined by the Parent Borrower in connection with the relevant mandatory prepayment.

(c) Each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify with the Parent Borrower's consent (such consent not to be unreasonably withheld, delayed or conditioned) to appropriately reflect a change in currency of any country and any relevant market conventions or practices relating to such change in currency.

1.7 No Warranty With Respect to Rates. The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission, or any other matter related to the rates in the definition of Eurocurrency Rate or Daily Simple RFR or with respect to any comparable or successor rate thereto.

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

1.9 Timing of Payment or Performance. Except as otherwise 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 (or before) 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, and such extension of time shall be reflected in computing interest or fees, as the case may be.

1.10 Certifications. All certifications to be made hereunder by an officer or representative of a Credit Party shall be made by such a Person in his or her capacity solely as an officer or a representative of such Credit Party, on such Credit Party's behalf and not in such Person's individual capacity.

1.11 Classification and Reclassification; Certain Incurrences; Limited Condition Transactions

(a) In the event that any Indebtedness, Disqualified Stock,Non-Guarantor Subsidiary Preferred Stock, Lien, fundamental change, disposition, Investment, Restricted Payment, Restricted Debt Payment, Affiliate transaction or other transaction meets the criteria of one or more than one of the categories of transactions then permitted pursuant to any clause, subsection or other portion (including the definition of Permitted Investment, Permitted Lien or any other component definition) of Section 9.9 or Section 10.1, 10.2, 10.3, 10.4 or 10.5 then the Parent Borrower, in its sole discretion, may from time to time, classify or reclassify such item (or portion thereof) under one or more clauses, subsections or other portions of each such Section and will only be required to include the amount and type of such item (or portion thereof) in any one category; provided that, upon delivery or, at the election of the Parent Borrower, internal availability of any Section 9.1 Financials, if any such item (or portion thereof) could, based on such Section 9.1 Financials, have been incurred in reliance on an Incurrence-Based Provision thereof, such item (or portion thereof) shall, unless the Parent Borrower otherwise elects, automatically be reclassified as having been incurred under such Incurrence-Based Provision (in each case subject to the other requirements thereof); provided, further, that the Obligations outstanding under this Agreement shall be deemed to have been incurred in reliance onclause (a) of Section 10.1 (and the Liens securing the Obligations outstanding under this Agreement shall be deemed to have been incurred in reliance on clause (vi) of the definition of "Permitted Liens"), and in no event shall the Obligations outstanding under this Agreement (or the Liens securing the Obligations outstanding under this Agreement) be subject to reclassification contrary thereto.

(b) Notwithstanding anything to the contrary herein, unless the Parent Borrower otherwise notifies the Administrative Agent, with respect to any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that does not require compliance with a financial ratio or financial test (excluding any "grower" prong as a "financial test" for this purpose but including any incurrence of Indebtedness under a revolving credit facility, including hereunder) (any such amounts, the "**Fixed Amounts**") substantially concurrently with any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that requires compliance with a financial ratio or financial test (any such amounts or transactions, the "**Incurrence-Based Provision**"), it is understood and agreed that the Fixed Amounts shall be disregarded in the calculation of the financial ratio or test applicable to the Incurrence-Based Provision; provided that the incurrence of Indebtedness or Liens constituting Fixed Amounts shall be taken into account for purposes of Incurrence-Based Provisions under Section 10.5(b)(xviii) or clause (xxii) of "Permitted Investments"; provided further, that in calculating any Incurrence-Based Provision, the amount of any Revolving Loans borrowed substantially concurrently to fund upfront fees or original issue discount shall be disregarded.

(c) In connection with any action being taken 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 First Lien Net Leverage Ratio, Secured Net Leverage Ratio, Total Net Leverage Ratio or Interest Coverage Ratio;

(ii) testing availability under baskets set forth in this Agreement (including baskets measured as a percentage of Consolidated EBITDA or Consolidated Total Assets);

(iii) the absence of any Default or Event of Default; or

(iv) the accuracy of any representation and warranty;

in each case, at the option of the Parent Borrower (the Parent Borrower's election to exercise such option in connection with any Limited Condition Transaction, an "**LCT Election**"), the date of determination of whether any such action is permitted hereunder, shall be deemed to be (A) in the case of any acquisition or similar Investment or any disposition and any transaction related thereto, at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) either (x) the execution of the definitive agreement with respect to such acquisition, Investment or disposition (or, solely in connection with an acquisition, consolidation or business combination to which the United Kingdom City Code on Takeovers and Mergers applies, the date on which a "Rule 2.7 Announcement" of a firm intention to make an offer is made) or (y) the consummation of such acquisition, Investment or disposition, (B) in the case of any Restricted Payment, at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) (x) the declaration of such Restricted Payment or (y) the making of such Restricted Payment and (C) in the case of any Restricted Debt Payment, at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) (x) delivery of notice with respect to such Restricted Debt Payment or (y) the making of such Restricted Debt Payment (the applicable date so elected, the "**LCT Test Date**"), and, in each case if, after giving Pro Forma Effect to the 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 Test Period ending prior to the LCT Test Date, the Credit Parties 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, and if no such Default or Event of Default shall have occurred and be continuing on such date, and such representation and/or warranty shall be true and correct (giving effect to applicable qualifiers) at such time (or the applicable time for the determination thereof), then such requirement shall be deemed satisfied not withstanding any subsequent breach thereof. For the avoidance of doubt, if the Parent Borrower 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, including due to fluctuations in Consolidated EBITDA or Consolidated Total Assets of the Credit Parties or the Person subject to such Limited Condition Transaction, at or prior to the consummation of the relevant transaction or action, such baskets or ratios will not be deemed to have been exceeded as a result of such fluctuations. If the Parent Borrower has made an LCT Election for any Limited Condition Transaction, then in connection with any subsequent calculation of any ratio or basket availability with respect to the incurrence of Indebtedness or Liens, or the making of Restricted Payments, mergers, the conveyance, lease or other transfer of all or substantially all of the assets of the Credit Parties, the prepayment, redemption, purchase, defeasance or other satisfaction of Indebtedness, or the designation of an Unrestricted Subsidiary 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 date that the definitive agreement for such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, any such ratio or basket shall be calculated on a Pro Forma Basis assuming such Limited Condition Transaction and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated. For the avoidance of doubt, the provisions of this paragraph shall also apply in respect of the incurrence of any Incremental Facility.

1.12 Pro Forma and Other Calculations.

(a) Unless expressly provided otherwise or the context otherwise requires, the First Lien Net Leverage Ratio, the Secured Net Leverage Ratio, the Total Net Leverage Ratio, the Interest Coverage Ratio, Consolidated Net Income, Consolidated EBITDA and any similar financial metric or test hereunder shall be calculated on a Pro Forma Basis. In addition, except for purposes of (i) determining the Applicable Margin or the Commitment Fee Rate for any Test Period or (ii) determining actual compliance with Section 10.7 for any Test Period, any event or matter described in the definition of "Pro Forma Basis" occurring after the last day of the applicable Test Period and on or prior to the date of determination may, at the election of the Parent Borrower, also be given Pro Forma Effect.

(b) Whenever Pro Forma Effect is to be given to a transaction or any financial metric or test is to be calculated on a Pro Forma Basis, the *pro forma* calculations shall be made in good faith by a responsible financial or accounting officer of the Parent Borrower (and may include, for the avoidance of doubt and without duplication, cost savings, and operating expense reductions resulting from the Investment, acquisition, merger, or consolidation which is being given Pro Forma Effect that have been or are expected to be realized; provided that such cost savings and operating expense reductions are made in compliance with the definition of Consolidated EBITDA).

(c) Notwithstanding anything to the contrary in this Section 1.12 or in any classification under GAAP of any Person, business, assets or operations in respect of which a definitive agreement for the disposition thereof has been entered into as discontinued operations, no Pro Forma Effect shall be given to any discontinued operations (and the Consolidated EBITDA attributable to any such Person, business, assets or operations shall not be excluded for any purposes hereunder) until such disposition shall have been consummated.

1.13 Additional Borrowers.

(a) Notwithstanding anything in Section 13.1 to the contrary, following the Closing Date, the Parent Borrower may request that one or more of its Subsidiaries that is a Wholly-Owned Restricted Subsidiary and that is a U.S. Subsidiary be added as an additional Borrower (the "**Additional Revolving Borrower**") under the Revolving Credit Facility by delivering to the Administrative Agent an Additional Borrower Agreement executed by such Subsidiary and the Parent Borrower. Such Subsidiary shall for all purposes of this Agreement be a Borrower hereunder no earlier than the latest of (i) ten (10) Business Days (or such shorter period as the Administrative Agent may in its discretion agree) after delivery of such Additional Borrower Agreement; (ii) ten (10) Business Days after receipt by the Lenders and the Administrative Agent of such documentation and other information reasonably requested by the Lenders or the Administrative Agent for purposes of complying with all necessary "know your customer" or other similar checks under all applicable laws and regulations provided that there has been no written objection submitted by any of the Revolving Credit Lenders or the Administrative Agent within ten (10) Business Days of the date of receipt of such documentation and other information; and (iii) if the applicable Additional Revolving Borrower is organized or incorporated in or under the laws of, or for applicable Tax purposes is resident of or treated as engaged in a trade or business in, any jurisdiction other than a jurisdiction in or under the laws of which at least one then-existing Borrower is organized or incorporated as of the date the Additional Borrower Agreement is delivered to the Administrative Agent, the date of the effectiveness of an amendment of this Agreement, which amendment must be as mutually agreed by the Administrative Agent, the Parent Borrower, such Additional Revolving Borrower and each affected Lender (including any amendment to applicable Tax provisions); provided that (x) each Additional Revolving Borrower shall also be a Guarantor and (y) the Administrative Agent shall have received (A) all documents, updated schedules, instruments, certificates and agreements, and all other actions and information, then required by or in respect of such Additional Revolving Borrower by Section 9.11 or by

the Security Documents (without giving effect to any grace periods for delivery of such items, the updating of such information or the taking of such actions) and (B) documentation reasonably satisfactory to the Administrative Agent pursuant to which each then-existing Borrower and Guarantor unconditionally Guarantees the Borrowings of the Additional Revolving Borrower on terms substantially consistent with the Guarantors' Guarantee of the Parent Borrower's obligations hereunder. Any obligations in respect of borrowings by any Borrower under this Agreement will constitute "Obligations" for all purposes of the Credit Documents. Promptly following receipt of any Additional Borrower Agreement, the Administrative Agent shall send a copy thereof to each Lender. As set forth in Section 1.13, the foregoing procedures shall apply (*mutatis mutandis*) with respect to the addition of a "borrower" with respect to New Term Loans and New Term Loan Commitments, substituting such New Term Loan Lender and the Administrative Agent as the applicable consent parties for purposes of "know your customer" and similar checks.

(b) Each Credit Party hereby irrevocably appoints the Parent Borrower as the borrowing agent andattorney-in-fact for the Credit Parties, which appointment shall remain in full force and effect unless and until the Administrative Agent shall have received prior written notice signed by all of the Credit Parties that such appointment has been revoked and that another Borrower has been appointed in such capacity. Each Credit Party hereby irrevocably appoints and authorizes the Parent Borrower (or its successor) (i) to provide to the Administrative Agent and the Lenders and receive from the Administrative Agent and the Lenders all notices with respect to Loans or Letters of Credit obtained for the benefit of any Borrower or any other Restricted Subsidiary and all other notices and instructions under this Agreement and (ii) to take such action as the Parent Borrower deems appropriate on its behalf to obtain Loans and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement.

1.14 Additional Currencies.

(a) The Parent Borrower may from time to time request that Letters of Credit be issued in a currency other than those specifically referred to in the definition of Available Currencies; provided that such requested currency is a lawful currency that is readily available and freely transferable and convertible into Dollars. Such request shall be subject to the approval of the Administrative Agent and the applicable Letter of Credit Issuer in its sole discretion.

(b) Any such request shall be made to the Administrative Agent not later than 11:00 a.m. (New York City time), ten (10) Business Days prior to the issue date of the desired Letter of Credit (or such other time or date as may be agreed by the Administrative Agent and the applicable Letter of Credit Issuer in their sole discretion). The Administrative Agent shall promptly notify each Letter of Credit Issuer in the case of any such request. Each Letter of Credit Issuer shall notify the Administrative Agent, not later than 11:00 a.m. (New York City time) five (5) Business Days after receipt of such request whether it consents, in its sole discretion, to the issuance of Letters of Credit in such requested currency.

(c) Any failure by a Letter of Credit Issuer to respond to such request within the time period specified in the preceding sentence shall be deemed to be a refusal by such Letter of Credit Issuer to permit Letters of Credit to be issued in such requested currency. If the Administrative Agent and any Letter of Credit Issuer consent to the issuance of Letters of Credit in such requested currency, the Administrative Agent shall so notify the applicable Borrower and the Parent Borrower and such currency shall thereupon be deemed for all purposes to be a permitted currency for purposes of any Letter of Credit issuances by such Letter of Credit Issuer. If the Administrative Agent shall fail to obtain consent to any request for an additional currency under this Section 1.14, the Administrative Agent shall promptly so notify the Parent Borrower.

1.15 Divisions. For all purposes under the Credit 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.

1.16 Benchmark Replacements.

(a) Replacing USD LIBOR. On March 5, 2021 the Financial Conduct Authority ("**FCA**"), the regulatory supervisor of USD LIBOR's administrator ("**IBA**"), announced in a public statement the future cessation or loss of representativeness of overnight/Spot Next,1-month, 3-month, 6-month and 12-month USD LIBOR tenor settings. On the earlier of (i) the date that all Available Tenors of USD LIBOR have either permanently or indefinitely ceased to be provided by IBA or have been announced by the FCA pursuant to public statement or publication of information to be no longer representative and (ii) the USD Benchmark Early Opt-in Effective Date, if the then-current USD Benchmark is USD LIBOR, the USD Benchmark Replacement will replace such USD Benchmark for all purposes hereunder and under any Credit Document in respect of any setting of such USD Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to this Agreement or any other Credit Document. If the USD Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a quarterly basis.

(b) Replacing Future USD Benchmarks. Upon the occurrence of a USD Benchmark Transition Event, the USD Benchmark Replacement will replace the then-current USD Benchmark for all purposes hereunder and under any Credit Document in respect of any USD Benchmark setting at or after 5:00 p.m. on the fifth (5th) Business Day after the date notice of such USD Benchmark Replacement is provided to the affected Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document so long as the Administrative Agent has not received, by such time, written notice of objection to such USD Benchmark Replacement from Lenders comprising the Required Facility Lenders of the affected Classes (taken collectively). At any time that the administrator of the then-current USD Benchmark has permanently or indefinitely ceased to provide such USD Benchmark or such USD Benchmark has been announced by the regulatory supervisor for the administrator of such USD Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such USD Benchmark is intended to measure and that representativeness will not be restored, the Parent Borrower may revoke any request for a borrowing of, conversion to or continuation of Loans to be made, converted or continued that would bear interest by reference to such USD Benchmark until the Parent Borrower's receipt of notice from the Administrative Agent that a USD Benchmark Replacement has replaced such USD Benchmark, and, failing that, the Parent Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to ABR Loans. During the period referenced in the foregoing sentence, the component of ABR based upon the USD Benchmark will not be used in any determination of ABR.

(c) USD Benchmark Replacement Conforming Changes. In connection with the implementation and administration of a USD Benchmark Replacement, the Administrative Agent will have the right to make USD Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such USD Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

(d) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Parent Borrower and the affected Lenders of (i) the implementation of any USD Benchmark Replacement and (ii) the effectiveness of any USD Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) or the Parent Borrower pursuant to this Section 1.16, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 1.16.

(e) Unavailability of Tenor of USD Benchmark. At any time (including in connection with the implementation of a USD Benchmark Replacement), (i) if the then-current USD Benchmark is a term rate (including Term SOFR or USD LIBOR), then the Administrative Agent may remove any tenor of such USD Benchmark that is unavailable or non-representative for USD Benchmark (including USD Benchmark Replacement) settings and (ii) the Administrative Agent may reinstate any such previously removed tenor for USD Benchmark (including USD Benchmark Replacement) settings.

(f) Replacing Other Benchmarks.

(i) If at any time (1) the Administrative Agent determines in good faith (which determination shall be conclusive absent manifest error) or (2) the Parent Borrower or Required Facility Lenders with respect to the affected Classes (taken collectively) notify the Administrative Agent in writing (with, in the case of the Required Facility Lenders, a copy to the Parent Borrower) that the Parent Borrower or Required Facility Lenders (as applicable) have determined that a Foreign Currency Benchmark Discontinuance Event has occurred, then the Administrative Agent and Parent Borrower shall endeavor to establish an alternate benchmark rate to replace the affected benchmark rate under this Agreement, together with any spread or adjustment to be applied to such alternate benchmark rate to account for the effects of transition from the affected benchmark rate to such alternate benchmark rate, giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by any relevant governmental body, for New York law governed syndicated credit facilities at such time, provided that any such alternate benchmark rate and adjustments shall be required to be commercially practicable for the Administrative Agent to administer (as determined by the Administrative Agent in its sole discretion) (any such rate, the "**Successor Foreign Currency Benchmark**").

(ii) After such determination that a Foreign Currency Benchmark Discontinuance Event has occurred, promptly following the Foreign Currency Benchmark Discontinuance Time, the Administrative Agent and the Parent Borrower shall enter into an amendment to this Agreement to reflect such Successor Foreign Currency Benchmark and such other related changes to this Agreement as may be necessary or appropriate, as the Administrative Agent and the Parent Borrower may determine in good faith (which determination shall be conclusive absent manifest error), to implement and give effect to the Successor Foreign Currency Benchmark under this Agreement and, notwithstanding anything to the contrary in Section 13.1, such amendment shall become effective for each affected Class of Loans and Lenders without any further action or consent of any other party to this Agreement on the fifth (5th) Business Day after the Administrative Agent shall have posted such proposed amendment to all affected Lenders and the Parent Borrower unless, prior to such time, Lenders comprising the Required Facility Lenders with respect to the affected Classes (taken collectively) have delivered to the Administrative Agent written notice that such Required Facility Lenders do not accept such amendment; provided that if no Successor Foreign Currency Benchmark has been determined pursuant to the foregoing and the applicable Foreign Currency Benchmark Discontinuance Time has occurred, the Administrative Agent will promptly so notify the Parent Borrower and each affected Lender and thereafter, until such Successor Foreign Currency Benchmark has been determined pursuant to this paragraph, any request for a Borrowing of, the conversion of any Borrowing to, or continuation of any Borrowing as, a Loan of the affected currency and Type shall be ineffective.

1.17 Certain Principles Relating to Collateral. Notwithstanding anything in this Agreement or in any Credit Document to the contrary, the parties hereby agree that (1) none of Holdings, the Parent Borrower or any Restricted Subsidiary shall be required to enter into or obtain (a) any landlord, bailee or warehouseman waivers, consents or other letters, (b) any Security Document governed by the laws of any jurisdiction other than the United States, any State of the United States or the District of Columbia (other than as mutually agreed by the Parent Borrower and the Collateral Agent in the case of a Specified Foreign Guarantor), (c) control agreements with respect to any deposit accounts, securities accounts or commodities accounts or other Collateral requiring perfection through "control", but excluding by delivery of stock certificates and debt instruments representing Collateral, accompanied by instruments of transfer and undated stock powers or allonges, to the extent expressly required to be delivered hereunder or any other Credit Document or (d) in the case of Holdings, any guarantee or security document that is not limited in recourse to the Capital Stock of the Parent Borrower, (2) none of Holdings, the Parent Borrower or any Restricted Subsidiary shall be required to complete any registrations or filings or take other action with respect to the creation or perfection of security interests (a) in assets located or titled in, or security interests the perfection of which is governed by the law of, any jurisdiction outside of the United States, any State of the United States or the District of Columbia (other than as mutually agreed by the Parent Borrower and the Collateral Agent in the case of a Specified Foreign Guarantor) or (b) to the extent the cost, burden, difficulty or consequence (including any effect on the ability of the relevant Credit Party to conduct its operations and business in the ordinary course of business) of perfecting such security interests (including any mortgage, stamp, intangibles or other tax or expenses relating to such security interest) outweighs the benefit to the Lenders of the security afforded thereby as determined in good faith by the Parent Borrower, (3) none of Holdings, the Parent Borrower or any Restricted Subsidiary shall be required, and nor shall the Administrative Agent or the Collateral Agent be authorized, to (a) perfect any pledge, security interest or mortgage by any means other than through (x) any filing pursuant to the UCC in the office of the secretary of state (or similar central filing office) of the relevant State(s) and any filing in any applicable real estate records in the United States with respect to any mortgaged property or any fixture relating to any mortgaged property, (y) any filing in the U.S. Copyright Office or the U.S. Patent and Trademark Office with respect to Intellectual Property or (z) compliance with provisions of the Security Agreement requiring the delivery of certificated securities and instruments, (b) enter into any source code escrow arrangement or register any intellectual property or (c) take any action to create or perfect any Lien on Excluded Property and (4) the Collateral Agent may, without the consent or input of any other Secured Party, grant extensions of time for compliance with Sections 9.11 or 9.14 or any other provisions of any Credit Document pertaining to the Guarantees or Liens in respect of the Obligations (and any such extension may be retroactive). Notwithstanding anything else in the Credit Documents, for the avoidance of doubt, any reference in any of the Credit Documents to a Permitted Lien is not intended to subordinate or postpone, and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Lien created by any of the Credit Documents to any Permitted Lien. The principles set forth in this Section 1.17 are collectively referred to herein as the "**Collateral and Guarantee Principles**".

Section 2. Amount and Terms of Credit.

2.1 Commitments.

(a) Subject to and upon the terms and conditions herein set forth, each Lender having an Initial Term Loan Commitment severally agrees to make a loan to each of the Parent Borrower and the Subsidiary Borrower (each, an "**Initial Term Loan**" and, collectively, the "**Initial Term Loans**") on the Closing Date; provided that the Initial Term Loans shall not exceed for any such Lender the Initial Term Loan Commitment of such Lender and in the aggregate shall not exceed $830,000,000. Such Initial Term

Loans (i) may at the option of the Parent Borrower be incurred and maintained as, and/or converted into, ABR Loans or Eurocurrency Loans; provided that all Term Loans made by each of the Lenders pursuant to the same Borrowing shall, unless otherwise specifically provided herein, consist entirely of Term Loans of the same Type, (ii) may be repaid or prepaid (without premium or penalty other than as set forth in Section 5.1(b)) in accordance with the provisions hereof, but once repaid or prepaid, may not be reborrowed, (iii) shall not exceed for any such Lender the Initial Term Loan Commitment of such Lender, and (iv) shall not exceed in the aggregate the Total Initial Term Loan Commitment. The Initial Term Loan shall be available in Dollars and on the Initial Term Loan Maturity Date, all then unpaid Initial Term Loans shall be repaid in full in Dollars.

(b) Subject to and upon the terms and conditions set forth herein, each Revolving Credit Lender severally agrees to make Revolving Credit Loans denominated in Available Currencies to the Borrowers from its applicable lending office (each, a "**Revolving Credit Loan**" and, collectively, the "**Revolving Credit Loans**") in an aggregate principal amount not to exceed at any time outstanding the amount of such Revolving Credit Lender's Revolving Credit Commitment; provided that any of the foregoing such Revolving Credit Loans (i) shall be made at any time and from time to time on and after the Closing Date and prior to the Revolving Credit Maturity Date, (ii) may, at the option of the Parent Borrower be incurred and maintained as, and/or converted into, ABR Loans (solely in the case of Revolving Credit Loans denominated in Dollars) or Eurocurrency Loans that are Revolving Credit Loans; provided that all Revolving Credit Loans made by each of the Lenders pursuant to the same Borrowing shall, unless otherwise specifically provided herein, consist entirely of Revolving Credit Loans of the same Type, (iii) may be repaid (without premium or penalty) and reborrowed in accordance with the provisions hereof, (iv) shall not, for any Lender at any time, after giving effect thereto and to the application of the proceeds thereof, result in such Revolving Credit Lender's Revolving Credit Exposure in respect of any Class of Revolving Loans at such time exceeding such Revolving Credit Lender's Revolving Credit Commitment in respect of such Class of Revolving Loan at such time and (v) shall not, after giving effect thereto and to the application of the proceeds thereof, result at any time in the aggregate Dollar Equivalent amount of the Revolving Credit Lenders' Revolving Credit Exposures at such time exceeding the Total Revolving Credit Commitment then in effect or the aggregate amount of the Revolving Credit Lenders' Revolving Credit Exposures of any Class of Revolving Loans at such time exceeding the aggregate Revolving Credit Commitment with respect to such Class.

(c) Subject to the terms of this Agreement and the applicable Ancillary Documents, a Revolving Credit Lender (or an Affiliate thereof that qualifies as an Eligible Assignee) may make all or part of its Available Commitments available to any Borrower under the Revolving Credit Facility as an Ancillary Facility.

2.2 Minimum Amount of Each Borrowing; Maximum Number of Borrowings. The aggregate principal amount of each Borrowing of Term Loans or Revolving Credit Loans shall be in a minimum amount of at least the Minimum Borrowing Amount for such Type of Loans and in a multiple of the Borrowing Multiple for such Type of Loans in excess thereof (except Revolving Credit Loans to reimburse the Letter of Credit Issuer with respect to any Unpaid Drawing shall be made in the amounts required by Section 3.3 or Section 3.4, as applicable). More than one Borrowing may be incurred on any date; provided that at no time shall there be outstanding more than (i) three Borrowings of Eurocurrency Loans that are Term Loans, (ii) six Borrowings of Eurocurrency Loans that are Revolving Credit Loans and (iii) three Borrowings of Eurocurrency Loans for each additional Class of Loans; provided, further, that there shall be no more than fifteen Borrowings of Eurocurrency Loans in the aggregate under this Agreement.

2.3 Notice of Borrowing.

(a) The Parent Borrower shall give the Administrative Agent at the Administrative Agent's Office prior to 12:00 noon (New York City time) at least one Business Day's prior written notice in the case of a Borrowing of Initial Term Loans to be made on the Closing Date. Such notice (a "**Notice of Borrowing**") shall specify (i) the aggregate principal amount of the Term Loans to be made, (ii) the date of the Borrowing (which shall be the Closing Date), (iii) whether the Term Loans shall consist of ABR Loans and/or Eurocurrency Loans and, if the Term Loans are to include Eurocurrency Loans, the Interest Period to be initially applicable thereto and (iv) the identity of the applicable Borrower. If no election as to the Type of Borrowing is specified in any such notice, then the requested Borrowing shall be a Eurocurrency Borrowing and shall be made in Dollars. If no Interest Period with respect to any Borrowing of Eurocurrency Loans is specified in any such notice, then the Parent Borrower shall be deemed to have selected an Interest Period of one month's duration. The Administrative Agent shall promptly advise the applicable Lenders of any notice given pursuant to this Section 2.3(a) (and the contents thereof), and of each Lender's *pro rata* share of the requested Borrowing.

(b) Whenever any Borrower desires to incur Revolving Credit Loans (other than borrowings to repay Unpaid Drawings), the Parent Borrower shall give the Administrative Agent at the Administrative Agent's Office, (i) written notice prior to 12:00 noon (New York City Time) at least three Business Days prior thereto of each Borrowing of Eurocurrency Loans that are Revolving Credit Loans denominated in Dollars or Euros, (ii) written notice prior to 12:00 noon (New York City Time) at least four Business Days prior thereto of each Borrowing of Revolving Credit Loans denominated in Pounds Sterling and (iii) written notice prior to 12:00 noon (New York City time) on the Business Day of such Borrowing with respect to each Borrowing of Revolving Credit Loans that are ABR Loans. Each such Notice of Borrowing, except as otherwise expressly provided in Section 2.10, shall specify (A) the applicable Borrower that desires to incur such Revolving Credit Loans, (B) the aggregate principal amount of the Revolving Credit Loans to be made pursuant to such Borrowing, (C) the date of such Borrowing (which shall be a Business Day), (D) the currency in which such Borrowing is to be made (if no currency is specified the Revolving Credit Loans shall be deemed to have been requested in Dollars), and (E) whether such Borrowing shall consist of ABR Loans (in the case of Revolving Credit Loans denominated in Dollars), Eurocurrency Loans (other than in the case of Revolving Credit Loans denominated in Pounds Sterling) or RFR Loans (in the case of Revolving Credit Loans denominated in Pounds Sterling) and, in the case of Eurocurrency Loans that are Revolving Credit Loans, the Interest Period to be initially applicable thereto. If no election as to the Type of Borrowing is specified in any such notice with respect to Dollars, then the requested Borrowing shall be a Eurocurrency Borrowing and shall be made in Dollars. If no Interest Period with respect to any Borrowing of Eurocurrency Loans is specified in any such notice, then the Parent Borrower shall be deemed to have selected an Interest Period of one month's duration. The Administrative Agent shall promptly give each Revolving Credit Lender written notice of each proposed Borrowing of Revolving Credit Loans, of such Lender's Revolving Credit Commitment Percentage thereof, of the identity of the Borrowers, and of the other matters covered by the related Notice of Borrowing.

(c) Borrowings to reimburse Unpaid Drawings shall be made upon the notice specified inSection 3.4(a).

(d) Without in any way limiting the obligation of the Parent Borrower to confirm in writing any notice it shall give hereunder by telephone (which obligation is absolute), the Administrative Agent may act prior to receipt of written confirmation without liability upon the basis of such telephonic notice believed by the Administrative Agent in good faith to be from an Authorized Officer of the Parent Borrower. Any written notice described in this Section 2.3 may be conditioned on the occurrence of any specified transaction and, if such specified transaction does not occur as intended, such notice may be revoked or amended by the Parent Borrower.

2.4 Disbursement of Funds.

(a) No later than 1:00 p.m. (New York City time) with respect to a Borrowing denominated in Dollars and 8:00 a.m. (New York City time) with respect to a Borrowing denominated in a currency other than Dollars, in each case on the date specified in each Notice of Borrowing, each Lender shall make available its *pro rata* portion, if any, of each Borrowing requested to be made on such date in the manner provided below; provided that on the Closing Date, such funds may be made available at such earlier time as may be agreed among the Lenders, the Parent Borrower, and the Administrative Agent.

(b) Each Lender shall make available all amounts it is to fund to the applicable Borrower under any Borrowing for its applicable Commitments, and in immediately available funds, to the Administrative Agent at the Administrative Agent's Office and the Administrative Agent will (except in the case of Borrowings to repay Unpaid Drawings) make available to the applicable Borrower, by depositing to an account designated by the Parent Borrower to the Administrative Agent the aggregate of the amounts so made available in the applicable currency. Unless the Administrative Agent shall have been notified by any Lender prior to the date of any such Borrowing that such Lender does not intend to make available to the Administrative Agent its portion of the Borrowing or Borrowings to be made on such date, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such date of Borrowing, and the Administrative Agent, in reliance upon such assumption, may (in its sole discretion and without any obligation to do so) make available to the applicable Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Administrative Agent by such Lender and the Administrative Agent has made available such amount to the Borrowers, the Administrative Agent shall be entitled to recover such corresponding amount from such Lender. If such Lender does not pay such corresponding amount forthwith upon the Administrative Agent's demand therefor the Administrative Agent shall promptly notify the Parent Borrower, and the Borrowers shall immediately pay such corresponding amount to the Administrative Agent in the applicable currency. The Administrative Agent shall also be entitled to recover from such Lender or the Borrowers interest on such corresponding amount in respect of each day from the date such corresponding amount was made available by the Administrative Agent to the applicable Borrower to the date such corresponding amount is recovered by the Administrative Agent, at a rate *per annum* equal to (i) if paid by such Lender, the Overnight Rate or (ii) if paid by such Borrower, the then-applicable rate of interest or fees, calculated in accordance with Section 2.8, for the respective Loans.

(c) Nothing in this Section 2.4 shall be deemed to relieve any Lender from its obligation to fulfill its commitments hereunder or to prejudice any rights that a Borrower may have against any Lender as a result of any default by such Lender hereunder (it being understood, however, that no Lender shall be responsible for the failure of any other Lender to fulfill its commitments hereunder).

2.5 Repayment of Loans; Evidence of Debt

(a) The Borrowers shall repay to the Administrative Agent, for the benefit of the applicable Lenders, on the Initial Term Loan Maturity Date, the then outstanding Initial Term Loans in Dollars. The Borrowers shall repay to the Administrative Agent for the benefit of the Revolving Credit Lenders, on the Revolving Credit Maturity Date, the then outstanding Revolving Credit Loans made to such Borrower in the currency in which such Revolving Credit Loans are denominated.

(b) The Borrowers shall repay to the Administrative Agent for the benefit of the Revolving Credit Lenders, on each Extended Revolving Loan Maturity Date, the then outstanding amount of Extended Revolving Credit Loans made to the Borrowers in the currency in which such Extended Revolving Credit Loans are denominated. The Borrowers shall repay to the Administrative Agent, for the benefit of the Initial Term Loan Lenders, (x) on the last Business Day of each fiscal quarter of the Borrowers, commencing with the first full fiscal quarter ending after the Closing Date (each, an "**Initial Term Loan Repayment Date**"), a principal amount in respect of each of the Initial Term Loans equal to 0.25% of the outstanding principal amount of Initial Term Loans made on the Closing Date and (y) on the Initial Term Loan Maturity Date any remaining outstanding amount of Initial Term Loans (each, an "**Initial Term Loan Repayment Amount**").

(c) In the event that any New Term Loans are made, such New Term Loans shall, subject to Section 2.14(d), be repaid by the applicable Borrower in the amounts (each, a "**New Term Loan Repayment Amount**") and on the dates set forth in the applicable Joinder Agreement. In the event that any Incremental Revolving Credit Loans are made, such Incremental Revolving Credit Loans shall, subject to Section 2.14(e), be repaid by the Borrowers in the amounts and on the dates set forth in the applicable Joinder Agreement. In the event that any Extended Term Loans are established, such Extended Term Loans shall, subject to Section 2.14(g), be repaid by the applicable Borrower in the amounts (each such amount with respect to any Extended Repayment Date, an "**Extended Term Loan Repayment Amount**") and on the dates (each, an "**Extended Repayment Date**") set forth in the applicable Extension Amendment.

(d) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the applicable Borrower to the appropriate lending office of such Lender resulting from each Loan made by such lending office of such Lender from time to time, including the amounts of principal and interest payable and paid to such lending office of such Lender from time to time under this Agreement.

(e) The Administrative Agent shall maintain the Register pursuant to Section 13.6(a), and a subaccount for each Lender, in which Register and subaccounts (taken together) shall be recorded (i) the amount of each Loan made hereunder, whether such Loan is an Initial Term Loan, New Term Loan or Revolving Credit Loan, as applicable, the Type of each Loan made, the currency in which it is made, the name of the applicable Borrower and the Interest Period, if any, applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the applicable Borrower to each Lender hereunder, and (iii) the amount of any sum received by the Administrative Agent hereunder from the applicable Borrower and each Lender's share thereof.

(f) The entries made in the Register and accounts and subaccounts maintained pursuant to clauses (d) and (e) of this Section 2.5 shall, to the extent permitted by applicable law, be prima facie evidence of the existence and amounts of the obligations of the Borrowers therein recorded; provided, however, that in the event of any inconsistency between the Register and any such account or subaccount, the Register shall govern; provided, further, that the failure of any Lender or the Administrative Agent to maintain such account, such Register or subaccount, as applicable, or any error therein, shall not in any manner affect the obligation of the applicable Borrower to repay (with applicable interest) the Loans made to such Borrower by such Lender in accordance with the terms of this Agreement.

(g) Each Borrower hereby agrees that, upon request of any Lender at any time and from time to time after such Lender has made an initial Borrowing hereunder, such Borrower shall provide to such Lender, at the applicable Borrower's own expense, a promissory note, substantially in the form of Exhibit G-1 or Exhibit G-2, as applicable, for the sole purpose of evidencing the Initial Term Loans, New Term Loans and Revolving Loans, respectively, owing to such Lender. Thereafter, unless otherwise agreed to by the applicable Lender, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 13.6) be represented by one or more promissory notes in such form payable to such payee and its registered assigns.

2.6 Conversions and Continuations.

(a) Subject to the penultimate sentence of this clause (a), (x) the Borrowers shall have the option on any Business Day to convert all or a portion of the outstanding principal amount of Term Loans of one Type or Revolving Credit Loans of one Type into a Borrowing or Borrowings of another Type and (y) the Borrowers shall have the option on any Business Day to continue the outstanding principal amount of any Eurocurrency Loans as Eurocurrency Loans for an additional Interest Period; provided that (i) Type of Borrowing to which any Term Loan or Revolving Credit Loan will be converted must be available for a Borrowing in the applicable currency, (ii) RFR Loans may not be converted, (iii) no partial conversion of Eurocurrency Loans shall reduce the outstanding principal amount of Eurocurrency Loans made pursuant to a single Borrowing to less than the Minimum Borrowing Amount, (iv) ABR Loans may not be converted into Eurocurrency Loans if an Event of Default is in existence on the date of the conversion and the Administrative Agent has or the Required Lenders have determined in its or their sole discretion not to permit such conversion, (v) Eurocurrency Loans may not be continued as Eurocurrency Loans for an additional Interest Period if an Event of Default is in existence on the date of the proposed continuation and the Administrative Agent has or the Required Lenders have determined in its or their sole discretion not to permit such continuation and (vi) Borrowings resulting from conversions pursuant to this Section 2.6 shall be limited in number as provided in Section 2.2. Each such conversion or continuation shall be effected by the applicable Borrower or the Parent Borrower by giving the Administrative Agent notice at the Administrative Agent's Office prior to 12:00 noon (New York City time) at least (i) three Business Days prior, in the case of a continuation of or conversion to Eurocurrency Loans (other than in the case of a notice delivered on the Closing Date, which shall be deemed to be effective on the Closing Date), or (ii) prior to 10:00 a.m. (New York City time) on the Business Day in the case of a conversion into ABR Loans (each such notice, a "**Notice of Conversion or Continuation**" substantially in the form of Exhibit K) specifying the Loans to be so converted or continued, the Type of Loans to be converted or continued into and, if such Loans are to be converted into or continued as Eurocurrency Loans, the Interest Period to be initially applicable thereto. Any such notice may be conditioned on the occurrence of any specified transaction and, if such specified transaction does not occur as intended, such notice may be revoked or amended by the Parent Borrower. If no Interest Period is specified in any such notice with respect to any conversion to or continuation as a Eurocurrency Loan, the applicable Borrower shall be deemed to have selected an Interest Period of one month's duration. The Administrative Agent shall give each applicable Lender notice as promptly as practicable of any such proposed conversion or continuation affecting any of its Loans.

(b) If any Event of Default is in existence at the time of any proposed continuation of any Eurocurrency Loans denominated in Dollars and the Administrative Agent has or the Required Lenders have determined in its or their sole discretion not to permit such continuation, such Eurocurrency Loans shall be automatically converted on the last day of the current Interest Period into ABR Loans. If upon the expiration of any Interest Period in respect of Eurocurrency Loans, the applicable Borrower has failed to elect a new Interest Period to be applicable thereto as provided in clause (a), the applicable Borrower shall be deemed to have elected to continue such Borrowing of Eurocurrency Loans with an Interest Period of one month's duration, effective as of the expiration date of such current Interest Period.

2.7 Pro Rata Borrowings. Each Borrowing of Initial Term Loans under this Agreement shall be made by the Lenders *pro rata* on the basis of their then-applicable Initial Term Loan Commitments. Each Borrowing of Revolving Credit Loans under this Agreement shall be made by the Revolving Credit Lenders *pro rata* on the basis of their then-applicable Revolving Credit Commitment Percentages. Each Borrowing of New Term Loans under this Agreement shall be made by the Lenders *pro rata* on the basis of their then-applicable New Term Loan Commitments. Each Borrowing of Incremental Revolving Credit

Loans under this Agreement shall be made by the Revolving Credit Lenders *pro rata* on the basis of their then-applicable Incremental Revolving Credit Commitments. It is understood that (a) no Lender shall be responsible for any default by any other Lender in its obligation to make Loans hereunder and that each Lender severally but not jointly shall be obligated to make the Loans provided to be made by it hereunder, regardless of the failure of any other Lender to fulfill its commitments hereunder and (b) other than as expressly provided herein with respect to a Defaulting Lender, failure by a Lender to perform any of its obligations under any of the Credit Documents shall not release any Person from performance of its obligation, under any Credit Document.

2.8 Interest.

(a) The unpaid principal amount of each ABR Loan shall bear interest from the date of the Borrowing thereof until maturity (whether by acceleration or otherwise) at a rate *per annum* that shall at all times be the Applicable Margin for ABR Loans *plus* the ABR, in each case, in effect from time to time.

(b) The unpaid principal amount of each Eurocurrency Loan shall bear interest from the date of the Borrowing thereof until maturity thereof (whether by acceleration or otherwise) at a rate *per annum* that shall at all times be the Applicable Margin for Eurocurrency Loans *plus* the relevant Eurocurrency Rate. The unpaid principal amount of each RFR Loan shall bear interest from the date of Borrowing thereof until maturity thereof (whether by acceleration or otherwise) at a rate *per annum* that shall at all times be the Applicable Margin for RFR Loans *plus* the Daily Simple RFR.

(c) If all or a portion of (i) the principal amount of any Loan or (ii) any interest payable thereon or any other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), at the request of the Administrative Agent, during the continuance of an Event of Default under Section 11.1 or 11.5 (with respect to a Borrower), such overdue amount shall bear interest at a rate *per annum* that is (x) in the case of overdue principal, the rate that would otherwise be applicable thereto *plus* 2.00% or (y) in the case of any other overdue amount, including overdue interest, to the extent permitted by applicable law, the rate described in Section 2.8(a) for the applicable Class *plus* 2.00% from the date of such non-payment to the date on which such amount is paid in full (after as well as before judgment).

(d) Interest on each Loan shall accrue from and including the date of any Borrowing to but excluding the date of any repayment thereof and shall be payable in the same currency in which the Loan is denominated; provided that any Loan that is repaid on the same date on which it is made shall bear interest for one day. Except as provided below, interest shall be payable (i) in respect of each ABR Loan, quarterly in arrears on the last Business Day of each fiscal quarter of the Parent Borrower, (ii) in respect of each Eurocurrency Loan, on the last day of each Interest Period applicable thereto and, in the case of an Interest Period in excess of three months, on each date occurring at three-month intervals after the first day of such Interest Period, (iii) in respect of each RFR Loan, quarterly in arrears on the last Business Day of each fiscal quarter of the Parent Borrower and (iv) in respect of each Loan, (A) on any prepayment in respect thereof, (B) at maturity (whether by acceleration or otherwise), and (C) after such maturity, on demand.

(e) All computations of interest hereunder shall be made in accordance with Section 5.5.

(f) The Administrative Agent, upon determining the interest rate for any Borrowing of Eurocurrency Loans or RFR Loans, shall promptly notify the Parent Borrower and the relevant Lenders thereof. Each such determination shall, absent clearly demonstrable error, be final and conclusive and binding on all parties hereto.

2.9 Interest Periods. At the time a Borrower or the Parent Borrower gives a Notice of Borrowing or Notice of Conversion or Continuation in respect of the making of, or conversion into or continuation as, a Borrowing of Eurocurrency Loans in accordance with Section 2.6(a), the applicable Borrower or the Parent Borrower shall give the Administrative Agent written notice of the Interest Period applicable to such Borrowing, which Interest Period shall, at the option of such Borrower or the Parent Borrower be a one, three or six month period (or if agreed to by all the Lenders making such Eurocurrency Loans, a twelve month or such other period as selected by the Borrower).

Notwithstanding anything to the contrary contained above:

(a) the initial Interest Period for any Borrowing of Eurocurrency Loans shall commence on the date of such Borrowing (including the date of any conversion from a Borrowing of ABR Loans) and each Interest Period occurring thereafter in respect of such Borrowing shall commence on the day on which the next preceding Interest Period expires;

(b) if any Interest Period relating to a Borrowing of Eurocurrency Loans begins on the last Business Day of a calendar month or begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period, such Interest Period shall end on the last Business Day of the calendar month at the end of such Interest Period;

(c) if any Interest Period would otherwise expire on a day that is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; provided that if any Interest Period in respect of a Eurocurrency Loan would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the immediately preceding Business Day; and

(d) the Borrowers shall not be entitled to elect any Interest Period in respect of any Eurocurrency Loan if such Interest Period would extend beyond the Maturity Date of the Credit Facility under which such Loan applies.

2.10 Increased Costs, Illegality, Etc.

(a) In the event that (x) in the case of clause (i) below, the Administrative Agent and (y) in the case of clauses (ii) and (iii) below, the Required Term Loan Lenders (with respect to Term Loans) or the Required Revolving Credit Lenders (with respect to Revolving Credit Commitments) shall have reasonably determined (which determination shall, absent clearly demonstrable error, be final and conclusive and binding upon all parties hereto):

(i) on any date for determining the Eurocurrency Rate for any currency and any Interest Period that (x) deposits in the principal amounts and currencies of the Loans comprising such Eurocurrency Loan are not generally available in the relevant market or (y) by reason of any changes arising on or after the Closing Date affecting the applicable interbank market, adequate and fair means do not exist for ascertaining the applicable interest rate on the basis provided for in the definition of Eurocurrency Rate; or

(ii) at any time, that such Lenders shall incur increased costs or reductions in the amounts received or receivable hereunder with respect to any Loans (including any increased costs or reductions attributable to Taxes, other than any increase or reduction attributable to Indemnified Taxes, Excluded Taxes or Other Taxes) because of any Change in Law; or

(iii) at any time, that the making or continuance of any Eurocurrency Loan has become unlawful by compliance by such Lenders in good faith with any law, governmental rule, regulation, guideline or order (or would conflict with any such governmental rule, regulation, guideline or order not having the force of law even though the failure to comply therewith would not be unlawful), or has become impracticable as a result of a contingency occurring after the Closing Date that materially and adversely affects the applicable interbank market;

(the Loans affected by the foregoing, "**Impacted Loans**"), then, and in any such event, such Required Term Loan Lenders or Required Revolving Credit Lenders, as applicable (or the Administrative Agent, in the case of clause (i) above) shall within a reasonable time thereafter give notice (if by telephone, confirmed in writing) to the Parent Borrower and to the Administrative Agent of such determination (which notice the Administrative Agent shall promptly transmit to each of the other Lenders). Thereafter (x) in the case of clause (i) above, Eurocurrency Loans that are Impacted Loans shall no longer be available until such time as the Administrative Agent notifies the Parent Borrower and the Lenders that the circumstances giving rise to such notice by the Administrative Agent no longer exist (which notice the Administrative Agent agrees to give at such time when such circumstances no longer exist), and any Notice of Borrowing or Notice of Conversion given by a Borrower with respect to Eurocurrency Loans that are Impacted Loans that have not yet been incurred shall be deemed rescinded by a Borrower, (y) in the case of clause (ii) above, the applicable Borrower shall pay to such Lenders, promptly after receipt of written demand therefor such additional amounts (in the form of an increased rate of, or a different method of calculating, interest or otherwise as such Required Term Loan Lenders or Required Revolving Credit Lenders, as applicable, in their reasonable discretion shall determine) as shall be required to compensate such Lenders for such actual increased costs or reductions in amounts receivable hereunder (it being agreed that a written notice as to the additional amounts owed to such Lenders, showing in reasonable detail the basis for the calculation thereof, submitted to such Borrower by such Lenders shall, absent clearly demonstrable error, be final and conclusive and binding upon all parties hereto), and (z) in the case of subclause (iii) above, the Borrowers shall take one of the actions specified in subclause (x) or (y), as applicable, of Section 2.10(b) promptly and, in any event, within the time period required by law.

Notwithstanding the foregoing, if the Administrative Agent has made the determination described in Section 2.10(a)(i)(x), the Administrative Agent, in consultation with the Parent Borrower and the affected Lenders, may establish an alternative interest rate for the Impacted Loans, in which case, such alternative rate of interest shall apply with respect to the Impacted Loans until (1) the Administrative Agent revokes the notice delivered with respect to the Impacted Loans under clause (x) of the first sentence of the immediately preceding paragraph, (2) the Administrative Agent or the affected Lenders notify the Administrative Agent and the Parent Borrower that such alternative interest rate does not adequately and fairly reflect the cost to such Lenders of funding the Impacted Loans, or (3) any Lender determines that any law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for such Lender or its applicable lending office to make, maintain or fund Loans whose interest is determined by reference to such alternative rate of interest or to determine or charge interest rates based upon such rate or any Governmental Authority has imposed material restrictions on the authority of such Lender to do any of the foregoing and provides the Administrative Agent and the Parent Borrower written notice thereof.

(b) At any time that any Eurocurrency Loan is affected by the circumstances described in Section 2.10(a)(ii) or (iii), the applicable Borrower or the Parent Borrower may (and in the case of a Eurocurrency Loan affected pursuant to Section 2.10(a)(iii) shall) either (x) if a Notice of Borrowing or Notice of Conversion or Continuation with respect to the affected Eurocurrency Loan has been submitted pursuant to Section 2.3 but the affected Eurocurrency Loan has not been funded or continued, cancel such requested Borrowing by giving the Administrative Agent written notice thereof on the same date that the Parent Borrower was notified by Lenders pursuant to Section 2.10(a)(ii) or (iii) or (y) if the affected Eurocurrency Loan is then outstanding, upon at least three Business Days' notice to the Administrative Agent, require the affected Lender to convert each such Eurocurrency Loan into an ABR Loan; provided that if more than one Lender is affected at any time, then all affected Lenders must be treated in the same manner pursuant to this Section 2.10(b).

(c) If any Change in Law relating to capital adequacy or liquidity of any Lender or compliance by any Lender or its parent with any Change in Law relating to capital adequacy or liquidity occurring, has or would have the effect of reducing the actual rate of return on such Lender's or its parent's or its Affiliate's capital or assets as a consequence of such Lender's commitments or obligations hereunder to a level below that which such Lender or its parent or its Affiliate could have achieved but for such Change in Law (taking into consideration such Lender's or its parent's policies with respect to capital adequacy or liquidity), then from time to time, promptly after demand by such Lender (with a copy to the Administrative Agent), the applicable Borrower shall pay to such Lender such actual additional amount or amounts as will compensate such Lender or its parent for such actual reduction, it being understood and agreed, however, that a Lender shall not be entitled to such compensation to the extent such Lender is not imposing such charges on, or requesting such compensation from, borrowers (similarly situated to the applicable Borrower hereunder) under comparable syndicated credit facilities similar to the Credit Facilities. Each Lender, upon determining in good faith that any additional amounts will be payable pursuant to this Section 2.10(c), will give prompt written notice thereof to the applicable Borrower, which notice shall set forth in reasonable detail the basis of the calculation of such additional amounts, although the failure to give any such notice shall not, subject to Section 2.13, release or diminish such Borrower's obligations to pay additional amounts pursuant to this Section 2.10(c) promptly following receipt of such notice.

2.11 Compensation. If (a) any payment of principal of any Eurocurrency Loan is made by a Borrower to or for the account of a Lender other than on the last day of the Interest Period for such Eurocurrency Loan as a result of a payment or conversion pursuant to Sections 2.5, 2.6, 2.10, 5.1, 5.2 or 13.7, as a result of acceleration of the maturity of the Loans pursuant to Section 11 or for any other reason, (b) any Borrowing of Eurocurrency Loans is not made as a result of a withdrawn Notice of Borrowing or a failure to satisfy borrowing conditions, (c) any ABR Loan is not converted into a Eurocurrency Loan as a result of a withdrawn Notice of Conversion or Continuation, (d) any Eurocurrency Loan is not continued as a Eurocurrency Loan, as the case may be, as a result of a withdrawn Notice of Conversion or Continuation or (e) any prepayment of principal of any Eurocurrency Loan is not made as a result of a withdrawn notice of prepayment pursuant to Sections 5.1 or 5.2, the applicable Borrower shall, after receipt of a written request by such Lender (which request shall set forth in reasonable detail the basis for requesting such amount), promptly pay to the Administrative Agent for the account of such Lender any amounts required to compensate such Lender for any additional losses, costs or expenses that such Lender may reasonably incur as a result of such payment, failure to convert, failure to continue or failure to prepay, including any loss, cost or expense (excluding loss of anticipated profits) actually incurred by reason of the liquidation or reemployment of deposits or other funds acquired by any Lender to fund or maintain such Eurocurrency Loan. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender as specified in this Section 2.11 and setting forth in reasonable detail the manner in which such amount or amounts were determined shall be delivered to the applicable Borrower and shall be conclusive, absent manifest error.

2.12 Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Sections 2.10(a)(ii), 2.10(a)(iii), 2.10(b), 3.5 or 5.4 with respect to such Lender, it will, if requested by the Parent Borrower use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event; provided that such designation is made on such terms that such Lender and its lending office suffer no unreimbursed cost or other material economic, legal or regulatory disadvantage, with the object of avoiding the consequence of the event giving rise to the operation of any such Section. Nothing in this Section 2.12 shall affect or postpone any of the obligations of the Borrowers or the right of any Lender provided in Sections 2.10, 3.5 or 5.4.

2.13 Notice of Certain Costs. Notwithstanding anything in this Agreement to the contrary, to the extent any notice required by Sections 2.10, 2.11 or 3.5 is given by any Lender more than 180 days after such Lender has knowledge (or should have had knowledge) of the occurrence of the event giving rise to the additional cost, reduction in amounts, loss, or other additional amounts described in such Sections, such Lender shall not be entitled to compensation under Sections 2.10, 2.11 or 3.5, as the case may be, for any such amounts incurred or accruing prior to the 181st day prior to the giving of notice to the applicable Borrower; provided that, if the circumstances giving rise to such claim is retroactive, then such 180 day period referred to above shall be extended to include the period of retroactive effect thereof.

2.14 Incremental Facilities.

(a) The Parent Borrower may by written notice to Administrative Agent elect to request the establishment of one or more (x) additional tranches of term loans (including on a delayed draw basis) (the commitments thereto, the "**New Term Loan Commitments**"), (y) increases in Revolving Credit Commitments of any Class (the "**New Revolving Credit Commitments**"), and/or (z) additional tranches of Revolving Credit Commitments (the "**Additional Revolving Credit Commitments**" and, together with the New Revolving Credit Commitments, the "**Incremental Revolving Credit Commitments**"; together with the New Term Loan Commitments and the New Revolving Credit Commitments, the "**New Loan Commitments**"), by an aggregate amount not in excess of the Maximum Incremental Facilities Amount in the aggregate and not less than $10,000,000 (or the Dollar Equivalent thereof) individually (or such lesser amount as (x) may be approved by the Administrative Agent or (y) shall constitute the difference between the Maximum Incremental Facilities Amount and all such New Loan Commitments obtained on or prior to such date). Each such notice shall specify the date on which the Parent Borrower proposes that the New Loan Commitments shall be effective (the effective date, the "**Increased Amount Date**"), the Borrowers (including by appointing a Guarantor (other than Holdings) as a "Borrower", subject to customary "know your customer" and equivalent procedures and compliance with Section 1.13 (which shall be deemed to apply to New Term Loan Commitments, mutatis mutandis)) to which such New Loan Commitments will be available and the currency in which such New Loan Commitments will be borrowed. Subject to Section 1.11(c), in connection with the incurrence of any Indebtedness under this Section 2.14, at the request of the Administrative Agent, the Parent Borrower shall provide to the Administrative Agent a certificate certifying that the New Loan Commitments do not exceed the Maximum Incremental Facilities Amount, which certificate shall be in reasonable detail and shall provide the calculations and basis therefor. The Borrowers may approach any Lender or any Person (other than a natural Person) to provide all or a portion of the New Loan Commitments; provided that any Lender offered or approached to provide all or a portion of the New Loan Commitments may elect or decline, in its sole discretion, to provide a New Loan Commitment. In each case, such New Loan Commitments shall become effective as of the applicable Increased Amount Date; provided that (i) (A) subject to Section 1.11(c), no Event of Default under Section 11.1 or Section 11.5 (solely with respect to a Borrower) shall exist on such Increased Amount Date before or after giving effect to such New Loan Commitments, as applicable and (B) after giving effect to such New Loan Commitments, the condition in Section 7.1(b) shall be satisfied (it being understood that all references to "the date of such Credit Event" or similar language in such Section 7.1 shall be deemed to refer to the applicable date determined in accordance with Section 1.11(c)); provided, further, that the lenders providing such New Loan Commitments may modify and/or waive the requirement regarding the condition in Section 7.1(b) for all purposes hereunder, (ii) the New Loan Commitments shall be effected pursuant to one or more Joinder Agreements executed and delivered by the Parent Borrower and Administrative Agent, and each of which shall be recorded in the Register and shall be subject to the requirements set forth in Section 5.4(e), (iii) the New Loan Commitments (x) shall not be incurred or guaranteed by any Subsidiary other than any Credit Party and (y) if secured, shall not

be secured by any assets other than the Collateral and (iv) the Borrowers shall make any payments required pursuant to Section 2.11 in connection with the New Loan Commitments, as applicable. No Lender shall have any obligation to provide any Commitments pursuant to this Section 2.14(a). Any New Term Loans shall, at the election of the Parent Borrower and agreed to by Lenders providing such New Term Loan Commitments, be designated as (a) a separate series (a "**Series**") of New Term Loans for all purposes of this Agreement or (b) as part of a Series of existing Term Loans for all purposes of this Agreement. On and after the Increased Amount Date, Additional Revolving Credit Loans shall be designated a separate Series of Additional Revolving Credit Loans for all purposes of this Agreement.

(b) On any Increased Amount Date on which Incremental Revolving Credit Commitments are effected, subject to the satisfaction of the foregoing terms and conditions, (a) with respect to New Revolving Credit Commitments, each of the Lenders with Revolving Credit Commitments of such Class shall assign to each Lender with a New Revolving Credit Commitment (each, a "**New Revolving Loan Lender**") and each of the New Revolving Loan Lenders shall purchase from each of the Lenders with Revolving Credit Commitments of such Class, at the principal amount thereof, such interests in the Revolving Credit Loans outstanding on such Increased Amount Date as shall be necessary in order that, after giving effect to all such assignments and purchases, the Revolving Credit Loans of such Class will be held by existing Revolving Credit Lenders and New Revolving Loan Lenders ratably in accordance with their Revolving Credit Commitments of such Class after giving effect to the addition of such New Revolving Credit Commitments to the Revolving Credit Commitments, and (b) with respect to Incremental Revolving Credit Commitments, (i) each Incremental Revolving Credit Commitment shall be deemed for all purposes a Revolving Credit Commitment and, each Loan made under a New Revolving Credit Commitment (a "**New Revolving Credit Loan**") and each Loan made under an Additional Revolving Credit Commitment (an "**Additional Revolving Credit Loan**" and, together with New Revolving Credit Loans, the "**Incremental Revolving Credit Loan**") shall be deemed, for all purposes, Revolving Credit Loans and (ii) each New Revolving Loan Lender and each Lender with an Additional Revolving Credit Commitment (together with the New Revolving Loan Lenders, the "**Incremental Revolving Loan Lenders**") shall become a Lender with respect to the New Revolving Credit Commitment and all matters relating thereto; provided that the Administrative Agent and the Letter of Credit Issuer shall have consented (not to be unreasonably withheld, delayed or conditioned) to such Lender's or Incremental Revolving Loan Lender's providing such Incremental Revolving Credit Commitment to the extent such consent, if any, would be required under Section 13.6(a) for an assignment of Revolving Loans or Revolving Credit Commitments, as applicable, to such Lender or Incremental Revolving Loan Lender.

(c) On or after the date on which any New Term Loan Commitments of any Series are effective, subject to the satisfaction of the foregoing terms and conditions, (i) each Lender with a New Term Loan Commitment (each, a "**New Term Loan Lender**") of any Series shall make a Loan to the Borrowers, as specified in the applicable Notice of Borrowing, (a "**New Term Loan**" and, together with the Incremental Revolving Credit Loans, the "**Incremental Loans**") in an amount up to its New Term Loan Commitment of such Series, and (ii) each New Term Loan Lender of any Series shall become a Lender hereunder with respect to the New Term Loan Commitment of such Series and the New Term Loans of such Series made pursuant thereto.

(d) The terms and provisions of the New Term Loans and New Term Loan Commitments of any Series shall be on terms and documentation set forth in the Joinder Agreement as determined by the Parent Borrower; provided that (i) subject to the Inside Maturity Exceptions, the applicable New Term Loan Maturity Date of each Series shall be no earlier than the Initial Term Loan Maturity Date (as in effect at the time of such incurrence or obtaining of a commitment with respect thereto); (ii) subject to the Inside Maturity Exceptions, the weighted average life to maturity of all New Term Loans shall be no shorter than the remaining weighted average life to maturity of the then existing Initial Term Loans (calculated without giving effect to prepayments of the Term Loans) (as in effect at the time of such incurrence or obtaining

of a commitment with respect thereto), (iii) the mandatory prepayments of the New Term Loans shall be made on a *pro rata* basis (or less than *pro rata* basis) with all other Initial Term Loans in the case of mandatory prepayments applicable to the Initial Term Loans, (iv) the pricing, interest rate margins, discounts, premiums, rate floors, fees, and amortization schedule applicable to any New Term Loans shall be determined by the Borrower(s) and the Lenders thereunder; provided that in the case of broadly syndicated term loan "B" Dollar-denominated New Term Loans that are *pari passu* in right of payment and security with the then existing Initial Term Loans, if the Effective Yield for Eurocurrency Loans in respect of such New Term Loans exceeds the Effective Yield for Eurocurrency Loans in respect of the then existing Initial Term Loans by more than 0.75%, the Applicable Margin for Eurocurrency Loans in respect of the then existing Initial Term Loans shall be adjusted so that the Effective Yield in respect of the then existing Initial Term Loans is equal to the Effective Yield for Eurocurrency Loans in respect of the New Term Loans *minus* 0.75% (this proviso, the "**MFN Provision**") (provided, that to the extent such increase in Effective Yield is the result of a higher Eurocurrency floor with respect to such New Term Loans, the increase in Effective Yield for the existing Initial Term Loans shall take the form of an increase in the Eurocurrency floor for such Initial Term Loans to the extent of the Effective Yield differential); provided, further, that the MFN Provision shall not apply to (1) New Term Loans incurred on or after the date that is 6 months after the Closing Date, (2) New Term Loans scheduled to mature on or after the date that is one year after the Initial Term Loan Maturity Date, (3) any New Term Loans originally incurred in reliance upon the Shared Incremental Amount or the Prepayment and Extension Amount, (4) any New Term Loans incurred in connection with a Permitted Acquisition or other permitted Investment or to refinance Indebtedness incurred in connection with a Permitted Acquisition or other permitted Investment, (5) any New Term Loans having an aggregate principal amount not exceeding the greater of $191,000,000 and 100% of Consolidated EBITDA as of the last day of the most recently ended Test Period, as selected by the Parent Borrower and (6) any New Term Loans that constitutes a bridge facility (clauses (1), (2), (3), (4), (5) and (6), collectively, the "**MFN Exceptions**"); and (v) to the extent such terms and documentation are materially more favorable to the New Term Loan Lenders than the terms of the existing Initial Term Loans (except to the extent permitted by clause (i), (ii), (iii) or (iv) above), they shall be either (A) reasonably satisfactory to the Administrative Agent (provided that no consent shall be required by the Administrative Agent or any of the Lenders if any covenants or other provisions are only applicable after the Initial Term Loan Maturity Date or if such covenants or other provisions are added for the benefit of the Initial Term Loans), (B) then-current market terms (as determined by the Borrower in good faith at the time of incurrence or issuance (or the obtaining of a commitment with respect thereto)) for the applicable type of Indebtedness or (C) applicable only to periods after the Initial Term Loan Maturity Date.

(e) Incremental Revolving Credit Commitments and Incremental Revolving Credit Loans shall be identical to the Initial Revolving Credit Commitments and the related Revolving Credit Loans, other than the Maturity Date and as set forth in this Section 2.14(e); provided that notwithstanding anything to the contrary in this Section 2.14 or otherwise:

(i) any such Incremental Revolving Credit Commitments or Incremental Revolving Credit Loans shall rank *pari passu* in right of payment and of security with the Revolving Credit Loans and the Term Loans,

(ii) any such Incremental Revolving Credit Commitments or Incremental Revolving Credit Loans shall not mature earlier than the Initial Revolving Credit Commitments and related Revolving Credit Loans at the time of incurrence of such Incremental Revolving Credit Commitments,

(iii) the borrowing and repayment (except for (1) payments of interest and fees at different rates on Incremental Revolving Credit Commitments (and related outstandings), (2) repayments required upon the maturity date of the Incremental Revolving Credit Commitments, and (3) repayment made in connection with a permanent repayment and termination of commitments (subject to clause (v) below)) of Loans with respect to Incremental Revolving Credit Commitments after the associated Increased Amount Date shall be made on a *pro rata* basis with all other Revolving Credit Commitments on such Increased Amount Date,

(iv) subject to Section 3.12 to the extent dealing with Letters of Credit which mature or expire after a maturity date when there exists Incremental Revolving Credit Commitments with a longer maturity date, all Letters of Credit shall be participated on a *pro rata* basis by all Lenders with Revolving Credit Commitments of the same Series in accordance with their percentage of such Revolving Credit Commitments on the applicable Increased Amount Date (and except as provided in Section 3.12, without giving effect to changes thereto on an earlier maturity date with respect to Letters of Credit theretofore incurred or issued in respect of such Series),

(v) the permanent repayment of Revolving Credit Loans with respect to, and termination of, Incremental Revolving Credit Commitments after the associated Increased Amount Date shall be made on a *pro rata* basis with all other Revolving Credit Commitments on such Increased Amount Date, except that the Borrowers 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,

(vi) assignments and participations of Incremental Revolving Credit Commitments and Incremental Revolving Credit Loans shall be governed by the same assignment and participation provisions applicable to Revolving Credit Commitments and Revolving Credit Loans on the applicable Increased Amount Date,

(vii) any Incremental Revolving Credit Commitments may constitute a separate Class or Classes, as the case may be, of Commitments from the Classes constituting the applicable Revolving Credit Commitments prior to such Increased Amount Date, and

(viii) the pricing, fees, maturity and other terms and provisions (other than with respect to matters contemplated by clauses (i), (ii), (iii), (iv), (v), (vi) and (vii) of this Section 2.14(e), which shall be as set forth above) of the Additional Revolving Credit Loans may be different and shall be either (A) determined by the Parent Borrower and the Lenders thereunder so long as the final maturity date and the weighted average maturity of any Additional Revolving Credit Loans and Additional Revolving Credit Commitments, as applicable, shall not be earlier than, or shorter than, as the case may be, the maturity date or the weighted average life, as applicable, of the Initial Revolving Credit Commitments and related Revolving Credit Loans or (B) consistent with market terms and conditions, taken as a whole, at the time of incurrence or effectiveness of such Additional Revolving Credit Loans.

(f) [Reserved].

(g) (i) The Parent Borrower may at any time and from time to time request that all or a portion of the Term Loans of any Class (an "**Existing Term Loan Class**") be converted to extend the scheduled maturity date(s) of any payment of principal with respect to all or a portion of any principal amount of such Term Loans (any such Term Loans which have been so converted, "**Extended Term Loans**") and to provide for other terms consistent with this Section 2.14(g). In order to establish any Extended Term Loans, the Parent Borrower shall provide a notice to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders of the applicable Existing Term Loan Class which such request shall be offered equally to all such Lenders) (a "**Term Loan Extension Request**") setting forth the proposed terms of the Extended Term Loans to be established, which shall not be materially more restrictive to the

Credit Parties (as determined in good faith by the Parent Borrower), when taken as a whole, than the terms of the Term Loans of the Existing Term Loan Class unless (x) the Lenders of the Term Loans of such applicable Existing Term Loan Class receive the benefit of such more restrictive terms or (y) any such provisions apply after the Initial Term Loan Maturity Date; provided, however, that (x) 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 Class (with any such delay resulting in a corresponding adjustment to the scheduled amortization payments reflected in Section 2.5 or in the Joinder Agreement, as the case may be, with respect to the Existing Term Loan Class from which such Extended Term Loans were converted, in each case as more particularly set forth in paragraph (iv) of this Section 2.14(g) below), (y) (A) the interest margins with respect to the Extended Term Loans may be higher or lower than the interest margins for the Term Loans of such Existing Term Loan Class and/or (B) additional fees, premiums or AHYDO payments may be payable to the Lenders providing such Extended Term Loans in addition to or in lieu of any increased margins contemplated by the preceding clause (A), in each case, to the extent provided in the applicable Extension Amendment or (z) no consent of any Lender or any other Person shall be required to incorporate any more restrictive term for the benefit of the applicable Existing Term Loan Class. No Lender shall have any obligation to agree to have any of its Term Loans of any Existing Term Loan Class 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 Class from which they were converted.

(ii) The Parent Borrower may at any time and from time to time request that all or a portion of the Revolving Credit Commitments of any Class, any Extended Revolving Credit Commitments and/or any Incremental Revolving Credit Commitments, each existing at the time of such request (each, an "**Existing Revolving Credit Commitment**" and any related revolving credit 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 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 Loans, "**Extended Revolving Credit Loans**") and to provide for other terms consistent with this Section 2.14(g). In order to establish any Extended Revolving Credit Commitments, the Parent Borrower 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) setting forth the proposed terms of the Extended Revolving Credit Commitments to be established, which shall not be materially more restrictive to the Credit Parties (as determined in good faith by the Borrower), when taken as a whole, than the terms of the applicable 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 Revolving Credit Maturity Date, 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 with respect to the Extended Revolving Credit Commitments may be higher or lower than the interest margins 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 contemplated by the preceding clause (A) and (y) the revolving credit 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 2.14(g) 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 Original Revolving Credit Commitments shall be made on a *pro rata* basis with all other Original 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 and the Revolving Credit Loans related to such Commitments set forth in Section 13.6. No Lender shall have any obligation to agree to have any of its Revolving Credit Loans or Revolving Credit Commitments of any Existing Revolving Credit Class converted into Extended Revolving Credit Loans or Extended Revolving Credit Commitments pursuant to any Extension Request. Any Extended Revolving Credit Commitments of any Extension Series shall constitute a separate Class of revolving credit commitments from the Specified Existing Revolving Credit Commitments and from any other Existing Revolving Credit Commitments (together with any other Extended Revolving Credit Commitments so established on such date).

(iii) Any Lender (an "**Extending Lender**") wishing to have all or a portion of its Term Loans, Revolving Credit Commitments, Incremental Revolving Credit Commitment or Extended Revolving Credit Commitment of the Existing Class or Existing Classes subject to such Extension Request converted into Extended Term Loans or Extended Revolving Credit Commitments, as applicable, shall notify the Administrative Agent (an "**Extension Election**") on or prior to the date specified in such Extension Request of the amount of its Term Loans, Revolving Credit Commitments, Incremental Revolving Credit Commitment or Extended Revolving Credit Commitment of the Existing Class or Existing Classes subject to such Extension Request that it has elected to convert into Extended Term Loans or Extended Revolving Credit Commitments, as applicable. In the event that the aggregate amount of Term Loans, Revolving Credit Commitments, Incremental Revolving Credit Commitment or Extended Revolving Credit Commitment of the Existing Class or Existing Classes subject to Extension Elections exceeds the amount of Extended Term Loans or Extended Revolving Credit Commitments, as applicable, requested pursuant to the Extension Request, Term Loans or Revolving Credit Commitments, Incremental Revolving Credit Commitments or Extended Revolving Credit Commitments of the Existing Class or Existing Classes subject to Extension Elections shall be converted to Extended Term Loans or Extended Revolving Credit Commitments, as applicable, on a *pro rata* basis based on the amount of Term Loans, Revolving Credit Commitments, Incremental Revolving Credit Commitment or Extended Revolving Credit Commitment included in each such Extension Election. Notwithstanding the conversion of any Existing Revolving Credit Commitment into an Extended Revolving Credit Commitment, such Extended Revolving Credit Commitment shall be treated identically to all other Original Revolving Credit Commitments for purposes of the obligations of a Revolving Credit Lender in respect of Letters of Credit under Section 3, except that the applicable Extension Amendment may provide that the L/C Facility Maturity Date may be extended and the related obligations to make Revolving Credit Loans and issue Letters of Credit may be continued so long as the Extending Lender with Revolving Credit Commitments and/or the Letter of Credit Issuer, as applicable, have consented to such extensions in their sole discretion (it being understood that no consent of any other Lender shall be required in connection with any such extension).

(iv) Extended Term Loans or Extended Revolving Credit Commitments, as applicable, shall be established pursuant to an amendment (an "**Extension Amendment**") to this Agreement (which, except to the extent expressly contemplated by the penultimate sentence of this Section 2.14(g)(iii) and notwithstanding anything to the contrary set forth in Section 13.1, shall not require the consent of any Lender other than the Extending Lenders with respect to the Extended Term Loans or Extended Revolving Credit Commitments, as applicable, established thereby) executed by Holdings, the Borrowers, the Administrative Agent and the Extending Lenders. No Extension

Amendment shall provide for any tranche of Extended Term Loans or Extended Revolving Credit Commitments in an aggregate principal amount that is less than $10,000,000. In addition to any terms and changes required or permitted by Section 2.14(g)(i), each Extension Amendment (x) shall amend the scheduled amortization payments pursuant to Section 2.5 or the applicable Joinder Agreement with respect to the Existing Term Loan Class from which the Extended Term Loans were converted to reduce each scheduled Repayment Amount for the Existing Term Loan Class in the same proportion as the amount of Term Loans of the Existing Term Loan Class is to be converted pursuant to such Extension Amendment (it being understood that the amount of any Repayment Amount payable with respect to any individual Term Loan of such Existing Term Loan Class that is not an Extended Term Loan shall not be reduced as a result thereof) and (y) may, but shall not be required to, impose additional requirements (not inconsistent with the provisions of this Agreement in effect at such time) with respect to the final maturity and remaining weighted average life to maturity of New Term Loans incurred following the date of such Extension Amendment.

(v) Notwithstanding anything to the contrary contained in this Agreement, (A) on any date on which any Existing Class is converted to extend the related scheduled maturity date(s) in accordance with clauses (i) and/or (ii) above (an "**Extension Date**"), (I) in the case of the existing Term Loans of each Extending Lender, the aggregate principal amount of such existing Term Loans shall be deemed reduced by an amount equal to the aggregate principal amount of Extended Term Loans so converted by such Lender on such date, and the Extended Term Loans shall be established as a separate Class of Term Loans (together with any other Extended Term Loans so established on such date), and (II) in the case of the Specified Existing Revolving Credit Commitments of each Extending Lender, the aggregate principal amount of such Specified Existing Revolving Credit Commitments shall be deemed reduced by an amount equal to the aggregate principal amount of Extended Revolving Credit Commitments so converted by such Lender on such date, and such Extended Revolving Credit Commitments shall be established as a separate Class of revolving credit commitments from the Specified Existing Revolving Credit Commitments and from any other Existing Revolving Credit Commitments (together with any other Extended Revolving Credit Commitments so established on such date) and (B) if, on any Extension Date, any Loans of any Extending Lender are outstanding under the applicable Specified Existing Revolving Credit Commitments, such Loans (and any related participations) shall be deemed to be allocated as Extended Revolving Credit Loans (and related participations) and Existing Revolving Credit Loans (and related participations) in the same proportion as such Extending Lender's Specified Existing Revolving Credit Commitments to Extended Revolving Credit Commitments.

(h) The Administrative Agent and the Lenders hereby consent to the consummation of the transactions contemplated by this Section 2.14 (including, for the avoidance of doubt, payment of any interest, fees, or premium in respect of any Extended Term Loans and/or Extended Revolving Credit Commitments on such terms as may be set forth in the relevant Extension Amendment) and hereby waive the requirements of any provision of this Agreement (including, without limitation, any *pro rata* payment or amendment section) or any other Credit Document that may otherwise prohibit or restrict any such extension or any other transaction contemplated by this Section 2.14. In addition, the Lenders hereby irrevocably authorize the Administrative Agent to enter into any Joinder Agreement, Extension Amendment and/or amendment to any other Credit Documents with the Borrowers as may be necessary in order to establish new or any increases in any Classes or sub-Classes in respect of Loans or commitments pursuant to this Section 2.14 and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrowers in connection with the establishment or increase, as applicable, of such Classes or sub-Classes, in each case consistent with the terms of this Section 2.14 (including, for the avoidance of doubt, to establish any letter of credit or swingline facility in connection with the implementation of any New Revolving Credit Commitments). This Section 2.14 shall supersede any provision in Section 13.1 to the contrary.

2.15 Permitted Debt Exchanges.

(a) Notwithstanding anything to the contrary contained in this Agreement, pursuant to one or more offers (each, a "**Permitted Debt Exchange Offer**") made from time to time by the Parent Borrower, the Borrowers may from time to time following the Closing Date consummate one or more exchanges of Term Loans for Indebtedness in the form of notes (such notes, "**Permitted Debt Exchange Notes**," and each such exchange a "**Permitted Debt Exchange**"), so long as the following conditions are satisfied: (i) the amount of such Indebtedness that may be incurred by Restricted Subsidiaries that are not Guarantors shall not exceed the Non-Guarantor Ratio Debt Cap, (ii) subject to the Inside Maturity Exceptions, such Indebtedness shall not mature earlier than the Initial Term Loan Maturity Date or have a weighted average life to maturity shorter than the remaining weighted life to maturity of the Initial Term Loans (in each case as in effect at the time of incurrence or establishment of the commitment thereof) (as elected by the Parent Borrower)), (iii) if such Indebtedness is Indebtedness secured by Collateral, the Intercreditor Agreement Requirement shall apply, (iv) the aggregate principal amount (calculated on the face amount thereof) of Term Loans exchanged shall equal no more than the aggregate principal amount (calculated on the face amount thereof) of Permitted Debt Exchange Notes issued in exchange for such Term Loans; provided that the aggregate principal amount of the Permitted Debt Exchange Notes may include accrued interest and premium (if any) under the Term Loans exchanged and underwriting discounts, fees, commissions and expenses in connection with the issuance of such Permitted Debt Exchange Notes, (v) the aggregate principal amount (calculated on the face amount thereof) of all Term Loans exchanged under each applicable Class by the Borrowers pursuant to any Permitted Debt Exchange shall automatically be cancelled and retired by the applicable Borrower on the date of the settlement thereof (and, if requested by the Administrative Agent, any applicable exchanging Lender shall execute and deliver to the Administrative Agent an Assignment and Acceptance, or such other form as may be reasonably requested by the Administrative Agent, in respect thereof pursuant to which the respective Lender assigns its interest in the Term Loans being exchanged pursuant to the Permitted Debt Exchange to the applicable Borrower for immediate cancellation), (vi) if the aggregate principal amount of all Term Loans of a given Class (calculated on the face amount thereof) tendered by Lenders in respect of the relevant Permitted Debt Exchange Offer (with no Lender being permitted to tender a principal amount of Term Loans which exceeds the principal amount thereof of the applicable Class actually held by it) shall exceed the maximum aggregate principal amount of Term Loans of such Class offered to be exchanged by the applicable Borrower pursuant to such Permitted Debt Exchange Offer, then the applicable Borrower shall exchange Term Loans subject to such Permitted Debt Exchange Offer tendered by such Lenders ratably up to such maximum amount based on the respective principal amounts so tendered, (vii) all documentation in respect of such Permitted Debt Exchange shall be consistent with the foregoing, and all written communications generally directed to the Lenders in connection therewith shall be in form and substance consistent with the foregoing and made in consultation with the Parent Borrower and the Auction Agent, and (viii) any applicable Minimum Tender Condition shall be satisfied.

(b) With respect to all Permitted Debt Exchanges effected by any of the Borrowers pursuant to thisSection 2.15, (i) such Permitted Debt Exchanges (and the cancellation of the exchanged Term Loans in connection therewith) shall not constitute voluntary or mandatory payments or prepayments for purposes of Section 5.1 or 5.2, and (ii) such Permitted Debt Exchange Offer shall be made for not less than $10,000,000 in aggregate principal amount of Term Loans; provided that subject to the foregoing clause (ii) the Parent Borrower may at its election specify as a condition (a "**Minimum Tender Condition**") to consummating any such Permitted Debt Exchange that a minimum amount (to be determined and specified in the relevant Permitted Debt Exchange Offer in the Parent Borrower's discretion) of Term Loans of any or all applicable Classes be tendered.

(c) In connection with each Permitted Debt Exchange, the Parent Borrower and the Auction Agent shall mutually agree to such procedures as may be necessary or advisable to accomplish the purposes of this Section 2.15 and without conflict with Section 2.15(d); provided that the terms of any Permitted Debt Exchange Offer shall provide that the date by which the relevant Lenders are required to indicate their election to participate in such Permitted Debt Exchange shall be not less than a reasonable period (in the discretion of the Parent Borrower and the Auction Agent) of time following the date on which the Permitted Debt Exchange Offer is made.

(d) The Parent Borrower shall be responsible for compliance with, and hereby agrees to comply with, all applicable securities and other laws in connection with each Permitted Debt Exchange, it being understood and agreed that (x) none of the Auction Agent, the Administrative Agent nor any Lender assumes any responsibility in connection with the Borrowers' compliance with such laws in connection with any Permitted Debt Exchange and (y) each Lender shall be solely responsible for its compliance with any applicable "insider trading" laws and regulations to which such Lender may be subject under the Securities Exchange Act of 1934, as amended.

2.16 Ancillary Facilities.

(a) Type of Facility. An Ancillary Facility may be by way of an overdraft facility, a guarantee, bonding, documentary orstand-by letter of credit facility, a credit order, a derivatives facility or a foreign exchange facility or any other facility or accommodation required in conjunction with the business of the Credit Parties and which is agreed by the Parent Borrower with an Ancillary Lender.

(b) Execution of Credit Documents.

(i) If any Borrower and a Revolving Credit Lender agree, and except as otherwise provided in this Agreement, such Revolving Credit Lender may provide an Ancillary Facility on a bilateral basis in place of all or part of such Revolving Credit Lender's Revolving Credit Commitment (which shall be reduced by the amount of such Ancillary Commitment under such Ancillary Facility); provided that after giving effect to such Ancillary Facility, the aggregate Dollar Equivalent of the Ancillary Lenders' Ancillary Commitments shall not exceed the Ancillary Facility Sublimit.

(ii) An Ancillary Facility shall not be made available unless, not later than three Business Days prior to the Ancillary Commencement Date for such Ancillary Facility, the Administrative Agent has received:

(A) a notice from the Parent Borrower in writing of the establishment of an Ancillary Facility and specifying: (A) the proposed Borrower(s) (or Subsidiary Ancillary Borrower(s)) which may use the Ancillary Facility, (B) the proposed Ancillary Commencement Date and expiration date of the Ancillary Facility, (C) the proposed type of Ancillary Facility to be provided, (D) the proposed Ancillary Lender, (E) the proposed Ancillary Commitment, the maximum amount of the Ancillary Facility and, if the Ancillary Facility is an overdraft facility comprising more than one account its maximum Gross Outstandings (that amount being the "**Designated Gross Amount**") and its maximum Net Outstandings (that amount being the "**Designated Net Amount**"), and (F) the proposed currency of the Ancillary Facility;

(B) if the proposed Ancillary Lender is not already bound by the terms of this Agreement as an Ancillary Lender, a written notice from the Ancillary Lender agreeing to be bound by this Agreement as an Ancillary Lender in form and substance satisfactory to the Administrative Agent (acting reasonably);

(C) [reserved]; and

(D) any other information which the Administrative Agent may reasonably request in connection with the Ancillary Facility.

The Administrative Agent shall promptly notify the Parent Borrower, the Ancillary Lender and the other Lenders of the establishment of an Ancillary Facility. No amendment or waiver of a term of any Ancillary Facility shall require the consent of any Agent or Lender other than the relevant Ancillary Lender unless such amendment or waiver itself relates to or gives rise to a matter which would require an amendment or waiver of or under this Agreement (including, for the avoidance of doubt, under this Section 2.16(b)). In such a case, the provisions of this Agreement with regard to amendments and waivers will apply.

(iii) Subject to compliance with clauses (i) and (ii) of this Section 2.16(b) and the definition of "Ancillary Lender": (i) the proposed Ancillary Lender will become an Ancillary Lender; and (ii) the Ancillary Facility will be available, with the effect from the date agreed by the relevant Borrower and the proposed Ancillary Lender.

(c) Terms of Ancillary Facilities.

(i) Except as provided below, the terms of any Ancillary Facility will be those agreed by the relevant Borrower and the Ancillary Lender.

(ii) However, those terms: (i) must be based upon market commercial terms at that time (except as varied by this Agreement); (ii) may allow only Borrowers (or Subsidiary Ancillary Borrower(s) nominated pursuant to Section 2.16(k) hereof) to use such Ancillary Facility, (iii) may not allow the Ancillary Outstandings under such Ancillary Facility to exceed the Ancillary Commitment applicable to such Ancillary Facility, (iv) may not allow the Ancillary Commitment of a Revolving Credit Lender to exceed the Available Commitment of such Revolving Credit Lender; and (v) must require that the Ancillary Commitment be reduced to zero, and that all Ancillary Outstandings be repaid or prepaid not later than the Revolving Credit Maturity Date (or such earlier date as the Revolving Credit Commitment of the relevant Ancillary Lender (or its Affiliate) is reduced to zero).

(iii) If there is any conflict between any term of an Ancillary Facility and any term of this Agreement, this Agreement shall prevail except for (i) those terms relating to the calculating, and rate and time for payment, of fees, interest or commission and other remuneration relating to an Ancillary Facility, (ii) an Ancillary Facility comprising more than one account where the terms of the Ancillary Facility shall prevail (to the extent required to permit the netting of balances on those accounts) and (iii) where the relevant term of this Agreement would be contrary to, or inconsistent with, the law governing the relevant Ancillary Document, in which case that term of this Agreement shall not prevail.

(d) Repayment of an Ancillary Facility.

(i) An Ancillary Facility shall cease to be available on the Revolving Credit Maturity Date or such earlier date on which it expires or is cancelled in accordance with the terms of this Agreement (unless repaid or prepaid in accordance with paragraph (vii) below).

(ii) If an Ancillary Facility expires in accordance with its terms, the Ancillary Commitment of the applicable Ancillary Lender shall be reduced to zero (and the Available Commitment of such Ancillary Lender (or its Affiliate) shall be increased accordingly).

(iii) No Ancillary Lender may demand repayment or prepayment of any amounts for any Ancillary Outstandings (except in connection with Sections 5.1 and 5.2 hereof) unless:

(A) required to reduce the Gross Outstandings of an Ancillary Facility which is an overdraft facility comprising more than one account to or towards an amount equal to its Net Outstandings;

(B) the Revolving Credit Commitments have been cancelled in full, or all outstanding Obligations have become due and payable in accordance with the terms of this Agreement, or the Administrative Agent has declared all outstanding Obligations immediately due and payable, or the expiration date of the Ancillary Facility occurs;

(C) it becomes unlawful in any applicable jurisdiction for the Ancillary Lender to perform any of its obligations as contemplated by this Agreement or to fund, issue or maintain its participation in its Ancillary Facility (or it becomes unlawful for any Affiliate of the Ancillary Lender for the Ancillary Lender to do so); or

(D) the Ancillary Outstandings (if any) under such Ancillary Facility are refinanced in full by a Loan or Letter of Credit and the Ancillary Lender gives sufficient notice to enable a Loan or Letter of Credit to be made to refinance those Ancillary Outstandings in full.

(iv) For the purposes of determining whether or not the Ancillary Outstandings under an Ancillary Facility mentioned in paragraph (iii)(D) above can be refinanced by a Loan or Letter of Credit: (i) the Available Commitment of the applicable Ancillary Lender will be increased by the amount of its Ancillary Commitment and (ii) the Loan or Letter of Credit shall (so long as paragraph (iii)(B) above does not apply) be made so long as no Event of Default is outstanding or no other applicable condition precedent is not satisfied (but only to the extent that the proceeds are applied in refinancing those Ancillary Outstandings).

(v) On the making of a Loan and/or Letter of Credit to refinance in full the Ancillary Outstandings under an Ancillary Facility in accordance with paragraph (iii)(D) above: (i) each Lender will participate in such Loan and/or Letter of Credit in an amount (as determined by the Administrative Agent) which will result as nearly as possible in each Lender holding its *pro rata* share (after taking into account the expiration of the applicable Ancillary Commitment) of the Revolving Credit Exposure and other Ancillary Outstandings, if any; and (ii) the relevant Ancillary Facility shall be cancelled.

(vi) In connection with an Ancillary Facility which comprises an overdraft facility where a Designated Net Amount has been established, the Ancillary Lender providing such Ancillary Facility shall only be obliged to take into account for the purposes of calculating compliance with the Designated Net Amount those credit balances which it is permitted to take into account by the then current law and regulations with respect to its reporting of exposures to applicable regulatory authorities as netted for capital adequacy purposes.

(vii) A Borrower "repaying" or "prepaying" Ancillary Outstandings means (i) such Borrower providing cash collateral (on terms acceptable to the relevant Ancillary Lender and the Administrative Agent (in each case, acting reasonably)) in respect of the Ancillary Outstandings, (ii) the maximum amount payable under the Ancillary Facility being reduced or cancelled in accordance with its terms or (iii) the Ancillary Lender being satisfied that it has no further liability under such Ancillary Facility. The amount by which Ancillary Outstandings are, repaid or prepaid under clauses (i) and (ii) above is the amount of the relevant cash collateral, reduction or cancellation.

(viii) If the Ancillary Commitment under any Ancillary Facility is reduced or cancelled in whole or in part, the ratable share of each Lender and Letter of Credit Issuer in any payments to be made to or by such Lender or Letter of Credit Issuer under this Agreement and the other Credit Documents on or after the effective date of such reduction or cancellation may be reduced or increased by the Administrative Agent in an amount (as determined by the Administrative Agent) which will result as nearly as possible in each Lender holding its *pro rata* share (after taking into account the expiration of the applicable Ancillary Commitment) of the Revolving Credit Exposure and other Ancillary Outstandings, if any, after the making of such payment.

(e) Ancillary Outstandings. Each Borrower and each Ancillary Lender agrees with and for the benefit of each Lender that (a) the Ancillary Outstandings under any Ancillary Facility provided by such Ancillary Lender shall not exceed the Ancillary Commitment applicable to such Ancillary Facility and where the Ancillary Facility is an overdraft facility comprising more than one account, Ancillary Outstandings under such Ancillary Facility shall not exceed the Designated Net Amount in respect of such Ancillary Facility and (b) where all or part of the Ancillary Facility is an overdraft facility comprising more than one account, the Gross Outstandings shall not exceed the Designated Gross Amount applicable to such Ancillary Facility and the Net Outstandings shall not exceed the Designated Net Amount applicable to such Ancillary Facility.

(f) Adjustments for Ancillary Facilities upon Acceleration.

(i) As used in this Section 2.16(f):

"**Revolving Outstandings**" means, with respect to a Lender, the aggregate of (i) such Lender's Revolving Credit Exposure and (ii) if the Lender (or any of its Affiliates) is also an Ancillary Lender, the Ancillary Outstandings in respect of Ancillary Facilities provided by such Lender (or its Affiliates), together with, in each case, the aggregate amount of all accrued interest, fees and commission owed to it (or to its Affiliates) as a Lender.

"**Total Revolving Outstandings**" means the aggregate of all Revolving Outstandings.

(ii) After the maturity of the Obligations (or any portion thereof) has been accelerated pursuant to Section 11, each Lender and each Ancillary Lender shall promptly adjust (by making or receiving (as the case may be) corresponding transfers of rights and obligations under the Credit Documents relating to the Revolving Outstandings (to the extent necessary)) their claims in respect of amounts outstanding to them with respect to the Revolving Outstandings and each Ancillary Facility to ensure that after such transfers the Revolving Outstandings of each Lender bear the same proportion to the Total Revolving Outstandings as such Lender's Revolving Credit Commitment bears to the aggregate Revolving Credit Commitments, each as at such date.

(iii) If an amount outstanding under an Ancillary Facility is a contingent liability and that contingent liability becomes an actual liability or is reduced to zero after the original adjustment is made under paragraph (ii) above, then each Lender will make a further adjustment (by making or receiving (as the case may be) corresponding transfers of rights and obligations under the Credit Documents relating to the Revolving Outstandings (to the extent necessary)) to put themselves in the position they would have been in had the original adjustment been determined by reference to the actual liability or, as the case may be, zero liability and not the contingent liability.

(iv) Any transfer of rights and obligations relating to Revolving Outstandings made pursuant to this Section 2.16(f) shall be made for a purchase price in cash, payable at the time of transfer, in an amount equal to such Revolving Outstandings.

(v) Prior to the application of the provisions of paragraph (ii) of this Section 2.16(f), an Ancillary Lender that has provided an overdraft including more than one account under an Ancillary Facility shall set-off any Available Credit Balance on any account comprised in such overdraft facility.

(vi) All calculations to be made pursuant to this Section 2.16(f) shall be made by the Administrative Agent based upon information provided to it by the Lenders and Ancillary Lenders.

(g) Information. Each Borrower and each Ancillary Lender shall, promptly upon request by the Administrative Agent, supply the Administrative Agent with any information relating to the operation of an Ancillary Facility (including the Ancillary Outstandings) as the Administrative Agent may reasonably request from time to time. Each Borrower consents to all such information being released to the Administrative Agent and the other Agents and Lenders.

(h) Revolving Credit Commitment Amounts. Notwithstanding any other term of this Agreement, each Revolving Credit Lender shall ensure that at all times its Revolving Credit Commitment is not less than the aggregate of its Ancillary Commitment and/or (as applicable) the Ancillary Commitments of its Affiliates.

(i) Interest, Commission and Fees on Ancillary Facilities. Subject to Section 2.16(c), the rate and time of payment of interest, commission, fees and any other remuneration in respect of each Ancillary Facility shall be determined by agreement between the relevant Ancillary Lender and the Borrower of such Ancillary Facility based upon market rates and terms at the time entered into and taking into account the fees payable with respect to the Total Revolving Credit Commitments pursuant to Section 4.1(a).

(j) Affiliates of Lenders as Ancillary Lenders.

(i) Subject to the terms of this Agreement, an Affiliate of a Lender to which such Lender can assign its interests under Section 13.6 may become an Ancillary Lender. In such case, the Lender and its Affiliate shall be treated as a single Lender whose Revolving Credit Commitment is the amount set out opposite the relevant Lender's name on Schedule 1.1(b) under the caption "Revolving Credit Commitment" and/or the amount of any Revolving Credit Commitment transferred to or assumed by that Lender under this Agreement, to the extent (in each case) not cancelled, reduced or transferred by it under this Agreement. For the purposes of calculating any Revolving Credit Lender's Available Commitment, such Revolving Credit Lender's Revolving Credit Commitment shall be reduced by the aggregate amount of the Ancillary Commitments of such Lender and its Affiliates.

(ii) The Parent Borrower shall specify any relevant Affiliate of a Lender in any notice delivered by it to the Administrative Agent pursuant to Section 2.16(b)(ii)(A).

(iii) If a Revolving Credit Lender assigns all of its rights and benefits or transfers all of its rights and obligations pursuant toSection 13.6, its Affiliate shall cease to have any rights or obligations under this Agreement and any such Affiliate shall cease to be an Ancillary Lender or an Agent or Lender.

(iv) Where this Agreement or any other Credit Document imposes an obligation on an Ancillary Lender and the relevant Ancillary Lender is an Affiliate of a Lender which is not a party to that document, the relevant Lender shall ensure that the obligation is performed by its Affiliate.

(k) Affiliates of Borrowers.

(i) Subject to the terms of this Agreement, a Restricted Subsidiary that is an Affiliate of a Borrower may, with the approval of the relevant Ancillary Lender, become a borrower with respect to an Ancillary Facility.

(ii) The Parent Borrower shall specify any relevant Subsidiary Ancillary Borrower in any notice delivered by the Parent Borrower to the Administrative Agent pursuant to Section 2.16(b)(ii)(A) hereof.

(iii) Where this Agreement or any other Credit Document imposes an obligation on a Subsidiary Ancillary Borrower under an Ancillary Facility, the applicable Borrowers shall ensure that the obligation is performed by such Subsidiary Ancillary Borrower.

(iv) Any reference in this Agreement or any other Credit Document to a Borrower being under no obligations (whether actual or contingent) as a Borrower under such Credit Document shall be construed to include a reference to any Subsidiary Ancillary Borrower being under no obligations under any Credit Document or Ancillary Document.

2.17 [Reserved].

2.18 Defaulting Lenders.

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

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders and Section 13.1.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 11 or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 13.8 shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder;*second*, to the payment on a *pro rata* basis of any amounts owing by such Defaulting Lender to the Letter of Credit Issuer hereunder;*third*, to Cash Collateralize the Letter of Credit Issuer's Fronting Exposure with respect to such Defaulting Lender in accordance with Section 3.8; *fourth*, as the Parent Borrower may request (so long as no Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this

Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Parent Borrower, to be held in a deposit account and released *pro rata* in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize the Letter of Credit Issuer's future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with Section 3.8; *sixth*, to the payment of any amounts owing to the Borrowers, the Lenders or the Letter of Credit Issuer as a result of any judgment of a court of competent jurisdiction obtained by any Borrower, any Lender or the Letter of Credit Issuer against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the applicable Borrower or Borrowers as a result of any judgment of a court of competent jurisdiction obtained by the applicable Borrower or 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 (x) such payment is a payment of the principal amount of any Loans or L/C Borrowings in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 7 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Obligations owed to, all Non-Defaulting Lenders on a *pro rata* basis prior to being applied to the payment of any Loans of, or L/C Obligations owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in L/C Obligations are held by the Lenders *pro rata* in accordance with the Commitments hereunder without giving effect to Section 2.18(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 2.18(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees.

(A) No Defaulting Lender shall be entitled to receive any fee payable under Section 4 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 Letter of Credit Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its applicable percentage of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant to Section 3.8.

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

(iv) Reallocation of Applicable Percentages to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in L/C Obligations shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Revolving Credit Commitment Percentages (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that such reallocation does not cause the aggregate Revolving Credit Exposure of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's Commitment. Subject to Section 13.23, 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. If the reallocation described in clause (a)(iv) above cannot, or can only partially, be effected, the applicable Borrower shall, without prejudice to any right or remedy available to them hereunder or under applicable law, Cash Collateralize the Letter of Credit Issuers' Fronting Exposure in accordance with the procedures set forth in Section 3.8.

(b) Defaulting Lender Cure. If the Parent Borrower, the Administrative Agent, and the Letter of Credit Issuer agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Revolving Credit Loans and funded and unfunded participations in Letters of Credit to be held on a *pro rata* basis by the Lenders in accordance with their Revolving Credit Commitment Percentages (without giving effect to Section 2.18(a)(iv)), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the applicable Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

(c) New Letters of Credit. So long as any Lender is a Defaulting Lender, no Letter of Credit Issuer shall be required to issue, extend, renew or increase any Letter of Credit unless it is reasonably satisfied that it will have no Fronting Exposure after giving effect thereto.

Section 3. Letters of Credit

3.1 Letters of Credit.

(a) Subject to and upon the terms and conditions herein set forth, at any time and from time to time after the Closing Date and prior to the L/C Facility Maturity Date, the Letter of Credit Issuer agrees, in reliance upon the agreements of the Revolving Credit Lenders set forth in this Section 3, to issue from time to time from the Closing Date through the L/C Facility Maturity Date for the account of any Borrower (or, so long as a Borrower is the primary obligor, for the account of any Restricted Subsidiary (other than a Borrower)) letters of credit (the "**Letters of Credit**" and each, a "**Letter of Credit**") in such form as may be approved by the Letter of Credit Issuer in its reasonable discretion; provided that none of GS or JPM (or any of their respective Affiliates or branches) shall be under any obligation to issue trade or commercial Letters of Credit; provided further that Jefferies (or any of its respective Affiliates or branches) shall not be under any obligation to issue any Letter of Credit other than a standby Letter of Credit denominated in Dollars.

(b) Notwithstanding the foregoing, (i) no Letter of Credit shall be issued the Dollar Equivalent of the Stated Amount of which, when added to the Letters of Credit Outstanding at such time, would exceed the Letter of Credit Commitments then in effect (or with respect to any Letter of Credit Issuer, exceed such Letter of Credit Issuer's Letter of Credit Sublimit; provided that each Letter of Credit Issuer may elect, in its sole discretion, to agree to issue Letters of Credit in excess of such Letter of Credit Issuer's Letter of Credit Sublimit on terms and conditions as mutually agreed as between such Letter of Credit Issuer, the Administrative Agent and the Parent Borrower); (ii) no Letter of Credit shall be issued the Stated Amount of which would cause the aggregate amount of the Lenders' Revolving Credit Exposures at the time of the issuance thereof to exceed the Total Revolving Credit Commitment then in effect; (iii) each Letter of Credit shall have an expiration date occurring no later than one year after the date of issuance thereof (except as set forth in Section 3.2(d)); provided that in no event shall such expiration date occur later than the applicable L/C Facility Maturity Date; provided that in each case, Letters of Credit may be issued with an expiration date occurring after the applicable L/C Facility Maturity Date, to the extent that prior to (or concurrently with) the occurrence of the applicable L/C Facility Maturity Date, such Letter of Credit will be Cash Collateralized or backstopped (in the case of a backstop only, on terms reasonably satisfactory to such Letter of Credit Issuer); (iv) the Letter of Credit issued by any Letter of Credit Issuer shall be denominated in an Available Currency; (v) no Letter of Credit shall be issued if it would be illegal under any applicable law for the beneficiary of the Letter of Credit to have a Letter of Credit issued in its favor; and (vi) no Letter of Credit shall be issued by the Letter of Credit Issuer after it has received a written notice from any Credit Party or the Administrative Agent or the Required Revolving Credit Lenders stating that a Default or Event of Default has occurred and is continuing until such time as the Letter of Credit Issuer shall have received a written notice of (x) rescission of such notice from the party or parties originally delivering such notice or (y) the waiver of such Default or Event of Default in accordance with Section 13.1.

(c) Upon at least two Business Days' prior written notice to each of the Administrative Agent and the Letter of Credit Issuer (which notice the Administrative Agent shall promptly transmit to each of the Lenders), the Parent Borrower shall have the right, on any day, to request the Letter of Credit Issuer to issue an amendment to terminate permanently or to reduce the Letter of Credit Commitment in whole or in part; provided that, after giving effect to such termination or reduction, the Letters of Credit Outstanding shall not exceed the Letter of Credit Commitment (or with respect to a Letter of Credit Issuer, the Letters of Credit Outstanding with respect to Letters of Credit issued by such Letter of Credit Issuer shall not exceed such Letter of Credit Issuer's Letter of Credit Sublimit); provided, further, that any such reduction shall be applied to the Letter of Credit Sublimit of each Letter of Credit Issuer on a pro rata basis.

(d) [Reserved].

(e) The Letter of Credit Issuer shall not be under any obligation to issue any Letter of Credit if:

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

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

(iii) except as otherwise agreed by the Letter of Credit Issuer, such Letter of Credit is in an initial Stated Amount less than $50,000, in the case of a commercial Letter of Credit, or $10,000, in the case of a standby Letter of Credit;

(iv) such Letter of Credit is denominated in a currency other than an Available Currency;

(v) such Letter of Credit contains any provisions for automatic reinstatement of the Stated Amount after any drawing thereunder; or

(vi) a default of any Revolving Credit Lender's obligations to fund under Section 3.3 exists or any Revolving Credit Lender is at such time a Defaulting Lender hereunder, unless, in each case, the applicable Borrower has entered into arrangements reasonably satisfactory to the Letter of Credit Issuer to eliminate the Letter of Credit Issuer's risk with respect to such Revolving Credit Lender or such risk has been reallocated in accordance with Section 2.18.

(f) The Letter of Credit Issuer shall not increase the Stated Amount of any Letter of Credit if the Letter of Credit Issuer would not be permitted at such time to issue such Letter of Credit in its amended form under the terms hereof.

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

(h) The Letter of Credit Issuer shall act on behalf of the Revolving Credit Lenders with respect to any Letters of Credit issued by it and the documents associated therewith and the Letter of Credit Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Section 12.3 with respect to any acts taken or omissions suffered by the Letter of Credit Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Section 12.3 included the Letter of Credit Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to the Letter of Credit Issuer.

3.2 Letter of Credit Requests.

(a) Whenever a Borrower desires that a Letter of Credit be issued for its account or amended, such Borrower or the Parent Borrower shall give the Administrative Agent and the Letter of Credit Issuer a Letter of Credit Request by no later than 1:00 p.m. (New York City time) at least four Business Days (or such other period as may be agreed upon by the applicable Borrower or the Parent Borrower, the Administrative Agent and the Letter of Credit Issuer) prior to the proposed date of issuance or amendment. Each Letter of Credit Request shall be executed by the applicable Borrower or the Parent Borrower. Any Letter of Credit Request may be conditioned on the occurrence of any specified transaction and, if such specified transaction does not occur as intended, such notice may be revoked or amended by the Parent Borrower. Such Letter of Credit Request may be sent by facsimile, by United States mail, by overnight courier, by electronic transmission using the system provided by the Letter of Credit Issuer, by personal delivery or by any other means acceptable to the Letter of Credit Issuer.

(b) In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Request shall specify in form and detail reasonably satisfactory to the Letter of Credit Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the Stated Amount thereof in an Available Currency (and, if applicable, the Dollar Equivalent thereof); (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; (G) the identity of the applicant; and (H) such other matters as the Letter of Credit Issuer may reasonably require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Request shall specify in form and detail reasonably satisfactory to the Letter of Credit Issuer (I) the Letter of Credit to be amended; (II) the proposed date of amendment thereof (which shall be a Business Day); (III) the nature of the proposed amendment; and (IV) such other matters as the Letter of Credit Issuer may reasonably require. Additionally, the applicable Borrower or the Parent Borrower shall furnish to the Letter of Credit Issuer and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as the Letter of Credit Issuer or the Administrative Agent may reasonably require.

(c) Unless the Letter of Credit Issuer has received written notice from any Revolving Credit Lender, the Administrative Agent or any Credit Party, at least one Business Day prior to the requested date of issuance or amendment of the Letter of Credit, that one or more applicable conditions contained in Sections 6 (solely with respect to any Letter of Credit issued on the Closing Date) and7 shall not then be satisfied to the extent required thereby, then, subject to the terms and conditions hereof, the Letter of Credit Issuer shall, on the requested date, issue a Letter of Credit for the account of the applicable Borrower (or, so long as a Borrower is the primary obligor, for the account of any Restricted Subsidiary) or enter into the applicable amendment, as the case may be, in each case in accordance with the Letter of Credit Issuer's usual and customary business practices.

(d) If a Borrower or the Parent Borrower so requests in any Letter of Credit Request, the Letter of Credit Issuer shall agree to issue a Letter of Credit that has automatic extension provisions (each, an "**Auto-Extension Letter of Credit**"); provided that any such Auto-Extension Letter of Credit must permit the Letter of Credit Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof and the applicable Borrower not later than a day (the "**Non-Extension Notice Date**") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the Letter of Credit Issuer, the applicable Borrower shall not be required to make a specific request to the Letter of Credit Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Lenders shall be deemed to have authorized (but may not require) the Letter of Credit Issuer to permit the extension of such Letter of Credit at any time to an expiry date not later than the L/C Facility Maturity Date, unless otherwise agreed upon by the Administrative Agent and the Letter of Credit Issuer; provided, however, that the Letter of Credit Issuer shall not permit any such extension if (A) the Letter of Credit Issuer has reasonably determined that it would not be permitted at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of clause (b) of Section 3.1 or otherwise), or (B) it has received written notice on or before the day that is seven Business Days before the Non-Extension Notice Date from the Administrative Agent, any Lender or the applicable Borrower or the Parent Borrower that one or more of the applicable conditions specified in Sections 6 and 7 are not then satisfied, and in each such case directing the Letter of Credit Issuer not to permit such extension.

(e) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the Letter of Credit Issuer will also deliver to the applicable Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment. On the first Business Day of each month, the Letter of Credit Issuer shall provide the Administrative Agent a list of all Letters of Credit issued by it that are outstanding at such time.

(f) The making of each Letter of Credit Request shall be deemed to be a representation and warranty by the applicable Borrower that the Letter of Credit may be issued in accordance with, and will not violate the requirements of, Section 3.1(b).

3.3 Letter of Credit Participations.

(a) Immediately upon the issuance by the Letter of Credit Issuer of any Letter of Credit, the Letter of Credit Issuer shall be deemed to have sold and transferred to each Revolving Credit Lender (each such Revolving Credit Lender, in its capacity under this Section 3.3, an "**L/C Participant**"), and each such L/C Participant shall be deemed irrevocably and unconditionally to have purchased and received from the Letter of Credit Issuer, without recourse or warranty, an undivided interest and participation (each, an "**L/C Participation**"), to the extent of such L/C Participant's Revolving Credit Commitment Percentage in each Letter of Credit, each substitute therefor, each drawing made thereunder and the obligations of each Borrower under this Agreement with respect thereto, and any security therefor or guaranty pertaining thereto; provided that the Letter of Credit Fees will be paid directly to the Administrative Agent for the ratable account of the L/C Participants as provided in Section 4.1(b) and the L/C Participants shall have no right to receive any portion of any Fronting Fees.

(b) In determining whether to pay under any Letter of Credit, the relevant Letter of Credit Issuer shall have no obligation relative to the L/C Participants other than to confirm that any documents required to be delivered under such Letter of Credit have been delivered and that they appear to comply on their face with the requirements of such Letter of Credit. Any action taken or omitted to be taken by the relevant Letter of Credit Issuer under or in connection with any Letter of Credit issued by it, if taken or omitted in the absence of gross negligence or willful misconduct as determined in the final non-appealable judgment of a court of competent jurisdiction, shall not create for the Letter of Credit Issuer any resulting liability.

(c) In the event that the Letter of Credit Issuer makes any payment under any Letter of Credit issued by it and the applicable Borrower shall not have repaid such amount in full to the respective Letter of Credit Issuer through the Administrative Agent pursuant to Section 3.4(a), the Administrative Agent shall promptly notify each L/C Participant of such failure, and each L/C Participant shall promptly and unconditionally pay to the Administrative Agent for the account of the Letter of Credit Issuer, the amount of such L/C Participant's Revolving Credit Commitment Percentage of the Dollar Equivalent of such unreimbursed payment in Dollars and in immediately available funds. If and to the extent such L/C Participant shall not have so made its Revolving Credit Commitment Percentage of the amount of such payment available to the Administrative Agent for the account of the Letter of Credit Issuer, such L/C Participant agrees to pay to the Administrative Agent for the account of the Letter of Credit Issuer, forthwith on demand, such amount, together with interest thereon for each day from such date until the date such amount is paid to the Administrative Agent for the account of the Letter of Credit Issuer at a rate *per annum* equal to the Overnight Rate from time to time then in effect, *plus* any administrative, processing or similar fees that are reasonably and customarily charged by the Letter of Credit Issuer in connection with the foregoing. The failure of any L/C Participant to make available to the Administrative Agent for the account of the Letter of Credit Issuer its Revolving Credit Commitment Percentage of any payment under any Letter of Credit shall not relieve any other L/C Participant of its obligation hereunder to make available to the Administrative Agent for the account of the Letter of Credit Issuer its Revolving Credit Commitment Percentage of any payment under such Letter of Credit on the date required, as specified above, but no L/C Participant shall be responsible for the failure of any other L/C Participant to make available to the Administrative Agent such other L/C Participant's Revolving Credit Commitment Percentage of any such payment.

(d) Whenever the Administrative Agent receives a payment in respect of an unpaid reimbursement obligation as to which the Administrative Agent has received for the account of the Letter of Credit Issuer any payments from the L/C Participants pursuant to clause (c) above, the Administrative Agent shall promptly pay to each L/C Participant that has paid its Revolving Credit Commitment Percentage of such reimbursement obligation, in Dollars and in immediately available funds, an amount equal to such L/C Participant's share (based upon the proportionate aggregate amount originally funded by such L/C Participant to the aggregate amount funded by all L/C Participants) of the Dollar Equivalent of the amount so paid in respect of such reimbursement obligation and interest thereon accruing after the purchase of the respective L/C Participations at the Overnight Rate.

(e) The obligations of the L/C Participants to make payments to the Administrative Agent for the account of the Letter of Credit Issuer with respect to Letters of Credit shall be irrevocable and not subject to counterclaim, set-off or other defense or any other qualification or exception whatsoever and shall be made in accordance with the terms and conditions of this Agreement under all circumstances.

(f) If any payment received by the Administrative Agent for the account of the Letter of Credit Issuer pursuant toSection 3.3(c) is required to be returned under any of the circumstances described in Section 13.20 (including pursuant to any settlement entered into by the Letter of Credit Issuer in its discretion), each Lender shall pay to the Administrative Agent for the account of the Letter of Credit Issuer its Revolving Credit Commitment Percentage thereof on demand of the Administrative Agent, *plus* interest thereon from the date of such demand to the date such amount is returned by such Lender to the Administrative Agent for the account of the Letter of Credit Issuer pursuant to Section 3.3(c), at a rate*per annum* equal to the applicable Overnight Rate from time to time in effect. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

3.4 Agreement to Repay Letter of Credit Drawings.

(a) The Borrowers hereby agree to reimburse the Letter of Credit Issuer, by making payment with respect to any drawing under any Letter of Credit in the same currency in which such drawing was made unless the Letter of Credit Issuer (at its option) shall have specified in the notice of drawing that it will require reimbursement in Dollars. In the case of any reimbursement in Dollars of a drawing of a Letter of Credit denominated in an Available Currency, the Letter of Credit Issuer shall notify the Parent Borrower of the Dollar Equivalent of the amount of the drawing promptly following the determination thereof. Any such reimbursement shall be made by the Borrowers to the Administrative Agent in immediately available funds for any payment or disbursement made by the Letter of Credit Issuer under any Letter of Credit (each such amount so paid until reimbursed, an "**Unpaid Drawing**") no later than the date that is one Business Day after the date on which the Parent Borrower receives written notice of such payment or disbursement (the "**Reimbursement Date**"), with interest on the amount so paid or disbursed by the Letter of Credit Issuer, to the extent not reimbursed prior to 5:00 p.m. (New York City time) on the Reimbursement Date, from the Reimbursement Date to the date the Letter of Credit Issuer is reimbursed therefor at a rate *per annum* that shall at all times be (i) with respect to a Letter of Credit being reimbursed in Dollars, the Applicable Margin for ABR Loans that are Revolving Credit Loans *plus* the ABR as in effect from time to time, (ii) with respect to a Letter of Credit being reimbursed in Euro, the Applicable Margin for Eurocurrency Loans that are Revolving Credit Loans *plus* the Eurocurrency Rate (for the shortest available tenor) and (iii) with respect to a Letter of Credit being reimbursed in Pounds Sterling, the Applicable Margin for RFR Loans that are Revolving Credit Loans *plus* Daily Simple RFR; provided that, notwithstanding anything contained in this Agreement to the contrary, (i) unless the applicable Borrower or the Parent Borrower shall have notified the Administrative Agent and the relevant Letter of Credit Issuer prior to 1:00 p.m. (New York City time) on the Reimbursement Date that the applicable

Borrower intends to reimburse the relevant Letter of Credit Issuer on the Reimbursement Date for the amount of such drawing with funds other than the proceeds of Loans, the applicable Borrower shall be deemed to have given a Notice of Borrowing requesting that, with respect to Letters of Credit, the Revolving Credit Lenders make Revolving Credit Loans (which shall be denominated in Dollars and which shall be ABR Loans) on the Reimbursement Date in the amount, or Dollar Equivalent of the amount, as applicable, of such drawing and (ii) the Administrative Agent shall promptly notify each L/C Participant of such drawing and the amount of its Revolving Credit Loan to be made in respect thereof, and each L/C Participant shall be irrevocably obligated to make a Revolving Credit Loan to the applicable Borrower in Dollars in the manner deemed to have been requested in the amount of its Revolving Credit Commitment Percentage of the applicable Unpaid Drawing by 2:00 p.m. (New York City time) on such Reimbursement Date by making the amount of such Revolving Credit Loan available to the Administrative Agent. Such Revolving Credit Loans shall be made without regard to the Minimum Borrowing Amount or Borrowing Multiple. The Administrative Agent shall use the proceeds of such Revolving Credit Loans solely for purpose of reimbursing the Letter of Credit Issuer for the related Unpaid Drawing. In the event that a Borrower fails to Cash Collateralize any Letter of Credit that is outstanding on the L/C Facility Maturity Date, the full amount of the Letters of Credit Outstanding in respect of such Letter of Credit shall be deemed to be an Unpaid Drawing subject to this Section 3.4 except that the Letter of Credit Issuer shall hold the proceeds received from the L/C Participants as contemplated above as Cash Collateral for such Letter of Credit to reimburse any Unpaid Drawing under such Letter of Credit and shall use such proceeds first, to reimburse itself for any Unpaid Drawings made in respect of such Letter of Credit following the L/C Facility Maturity Date, second, to the extent such Letter of Credit expires with no pending drawings or is returned for cancellation while any such Cash Collateral remains, to the repayment of obligations in respect of any Revolving Credit Loans that have not been paid at such time and third, to the applicable Borrower or as otherwise directed by a court of competent jurisdiction. Nothing in this Section 3.4(a) shall affect the Borrowers' obligation to repay all outstanding Revolving Credit Loans when due in accordance with the terms of this Agreement.

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

(i) any lack of validity or enforceability of this Agreement or any of the other Credit Documents;

(ii) the existence of any claim, set-off, defense or other right that any Borrower may have at any time against a beneficiary named in a Letter of Credit, any transferee of any Letter of Credit (or any Person for whom any such transferee may be acting), the Administrative Agent, the Letter of Credit Issuer, any Lender or other Person, whether in connection with this Agreement, any Letter of Credit, the transactions contemplated herein or any unrelated transactions (including any underlying transaction between the applicable Borrower and the beneficiary named in any such Letter of Credit);

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) waiver by the Letter of Credit Issuer of any requirement that exists for the Letter of Credit Issuer's protection and not the protection of the Borrowers (or other Restricted Subsidiary) or any waiver by the Letter of Credit Issuer which does not in fact materially prejudice the applicable Borrower (or other Restricted Subsidiary);

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

(vi) any payment by the Letter of Credit Issuer under such Letter of Credit against presentation of a document that does not strictly comply with the terms of such Letter of Credit; or any payment made by the Letter of Credit Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under the Bankruptcy Code;

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

(viii) any adverse change in any relevant exchange rates or in the availability of any Available Currency to a Borrower (or Holdings or other Restricted Subsidiary) or in the relevant currency markets generally; or

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

(c) The Borrowers shall be obligated to reimburse the Letter of Credit Issuer for any wrongful payment made by the Letter of Credit Issuer under the Letter of Credit issued by it as a result of acts or omissions constituting willful misconduct, bad faith or gross negligence on the part of the Letter of Credit Issuer as determined in the final non-appealable judgment of a court of competent jurisdiction; provided that this clause (c) shall not preclude any Letter of Credit Issuer's incurring liability to the Borrowers for any wrongful payment made by such Letter of Credit Issuer under such Letter of Credit issued by it as a result of acts or omissions constituting willful misconduct, bad faith or gross negligence on the part of such Letter of Credit Issuer as determined in the final non-appealable judgment of a court of competent jurisdiction.

3.5 Increased Costs. If any Change in Law shall either (x) impose, modify or make applicable any reserve, deposit, capital adequacy or similar requirement against letters of credit issued by the Letter of Credit Issuer, or any L/C Participant's L/C Participation therein, or (y) impose on the Letter of Credit Issuer or any L/C Participant any other conditions or costs affecting its obligations under this Agreement in respect of Letters of Credit or L/C Participations therein or any Letter of Credit or such L/C Participant's L/C Participation therein, and the result of any of the foregoing is to increase the actual cost to the Letter of Credit Issuer or such L/C Participant of issuing, maintaining or participating in any Letter of Credit, or to reduce the actual amount of any sum received or receivable by the Letter of Credit Issuer or such L/C Participant hereunder (including any increased costs or reductions attributable to Taxes, other than any increase or reduction attributable to Indemnified Taxes, Excluded Taxes or Other Taxes) in respect of Letters of Credit or L/C Participations therein, then, promptly after receipt of written demand to the applicable Borrower by the Letter of Credit Issuer or such L/C Participant, as the case may be (a copy of which notice shall be sent by the Letter of Credit Issuer or such L/C Participant to the Administrative Agent

(with respect to a Letter of Credit issued on account of a Borrower (other Restricted Subsidiary))), the applicable Borrower shall pay to the Letter of Credit Issuer or such L/C Participant such actual additional amount or amounts as will compensate the Letter of Credit Issuer or such L/C Participant for such increased cost or reduction. A certificate submitted to the applicable Borrower by the relevant Letter of Credit Issuer or an L/C Participant, as the case may be (a copy of which certificate shall be sent by the Letter of Credit Issuer or such L/C Participant to the Administrative Agent), setting forth in reasonable detail the basis for the determination of such actual additional amount or amounts necessary to compensate the Letter of Credit Issuer or such L/C Participant as aforesaid shall be conclusive and binding on the applicable Borrower absent clearly demonstrable error.

3.6 New or Successor Letter of Credit Issuer.

(a) The Parent Borrower may replace the Letter of Credit Issuer for any reason upon written notice to the Administrative Agent and the Letter of Credit Issuer. A Letter of Credit Issuer may, in connection with a permitted assignment by it of a Revolving Credit Commitment hereunder, assign all or a portion of its obligations and related rights as Letter of Credit Issuer hereunder to the assignee of such Revolving Credit Commitment; provided that except during the continuance of an Event of Default under Section 11.1 or Section 11.5 (solely with respect to a Borrower), the prior written consent of the Parent Borrower (not to be unreasonably withheld, conditioned or delayed) shall be required; provided, further, that any such consent of the Parent Borrower may be conditioned on the assignor and assignee agreeing to "back-stop" any Letters of Credit issued by the assignor as described in clause (ii) below. The Parent Borrower may add Letter of Credit Issuers at any time upon notice to the Administrative Agent. If a Letter of Credit Issuer shall be replaced by the Parent Borrower, or if the Parent Borrower shall decide to add a new Letter of Credit Issuer under this Agreement, then the Parent Borrower may appoint from among the Lenders a successor issuer of Letters of Credit or a new Letter of Credit Issuer, as the case may be, or, with the consent of the Administrative Agent (such consent not to be unreasonably withheld, delayed or conditioned), another successor or new issuer of Letters of Credit. Upon any assignment, replacement or appointment contemplated hereby, the term Letter of Credit Issuer shall mean such successor or such new issuer of Letters of Credit effective upon such appointment. At the time such assignment, resignation or replacement shall become effective, the Borrowers shall pay to the replaced Letter of Credit Issuer all accrued and unpaid fees applicable to the Letters of Credit pursuant to Sections 4.1(b) and 4.1(d). The acceptance of any appointment as the Letter of Credit Issuer hereunder whether as a assignee issuer, successor issuer or new issuer of Letters of Credit in accordance with this Agreement, shall be evidenced by, and subject to the effectiveness of, an agreement entered into by such assignee or new or successor issuer of Letters of Credit, in a form reasonably satisfactory to the Parent Borrower and the Administrative Agent and, from and after the effective date of such agreement, such assignee or new or successor issuer of Letters of Credit shall become the Letter of Credit Issuer hereunder. After the replacement of a Letter of Credit Issuer hereunder, the replaced Letter of Credit Issuer shall remain a party hereto and shall continue to have all the rights and obligations of the Letter of Credit Issuer under this Agreement and the other Credit 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. In connection with any assignment or replacement pursuant to this clause (a), either (i) the Parent Borrower, the replaced Letter of Credit Issuer and the successor issuer of Letters of Credit shall arrange to have any outstanding Letters of Credit issued by the replaced Letter of Credit Issuer replaced with Letters of Credit issued by the successor issuer of Letters of Credit or (ii) the Parent Borrower shall cause the successor issuer of Letters of Credit, if such successor issuer is reasonably satisfactory to the replaced Letter of Credit Issuer, to issue "back-stop" Letters of Credit naming the replaced Letter of Credit Issuer as beneficiary for each outstanding Letter of Credit issued by the replaced Letter of Credit Issuer, which new Letters of Credit shall be denominated in the same currency as, and shall have an available amount equal to, the Letters of Credit being back-stopped and the sole requirement for drawing on such new Letters of Credit shall be a drawing on the corresponding backstopped Letters of Credit. After any replaced Letter of Credit Issuer's replacement as Letter of Credit Issuer, the provisions of this Agreement relating to the Letter of Credit Issuer shall inure to its benefit as to any actions taken or omitted to be taken by it (A) while it was the Letter of Credit Issuer under this Agreement or (B) at any time with respect to Letters of Credit issued by such Letter of Credit Issuer.

(b) To the extent there are, at the time of any replacement as set forth in clause (a) above, any outstanding Letters of Credit, nothing herein shall be deemed to impact or impair any rights and obligations of any of the parties hereto with respect to such outstanding Letters of Credit (including, without limitation, any obligations related to the payment of Fees or the reimbursement or funding of amounts drawn), except that the Borrowers, the replaced Letter of Credit Issuer and the successor issuer of Letters of Credit shall have the obligations regarding outstanding Letters of Credit described in clause (a) above.

3.7 Role of Letter of Credit Issuer. Each Lender and the Borrowers agree that, in paying any drawing under a Letter of Credit, the Letter of Credit Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the Letter of Credit Issuer, the Administrative Agent, any of their respective Affiliates nor any correspondent, participant or assignee of the Letter of Credit Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Required Revolving Credit Lenders; (ii) any action taken or omitted in the absence of gross negligence, bad faith or willful misconduct as determined in the final non-appealable judgment of a court of competent jurisdiction; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. The Borrowers hereby assume all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided that this assumption is not intended to, and shall not, preclude the Borrowers' pursuit of such rights and remedies as they may have against the beneficiary or transferee at law or under any other agreement. None of the Letter of Credit Issuer, the Administrative Agent, any of their respective Affiliates nor any correspondent, participant or assignee of the Letter of Credit Issuer shall be liable or responsible for any of the matters described in Section 3.3(b); provided that anything in such Section to the contrary notwithstanding, the applicable Borrower may have a claim against the Letter of Credit Issuer, and the Letter of Credit Issuer may be liable to the applicable Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the applicable Borrower which the applicable Borrower proves were caused by the Letter of Credit Issuer's willful misconduct, bad faith or gross negligence or the Letter of Credit Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of documents strictly complying with the terms and conditions of a Letter of Credit in each case as determined in the final non-appealable judgment of a court of competent jurisdiction. In furtherance and not in limitation of the foregoing, the Letter of Credit Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and the Letter of Credit Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

The Letter of Credit Issuer may send a Letter of Credit or conduct any communication to or from the beneficiary via the Society for Worldwide Interbank Financial Telecommunication message or overnight courier, or any other commercially reasonable means of communicating with a beneficiary.

3.8 Cash Collateral.

(a) Certain Credit Support Events. Upon the written request of the Administrative Agent or the Letter of Credit Issuer, if (i) as of the L/C Facility Maturity Date, any L/C Obligation for any reason remains outstanding, (ii) the applicable Borrower shall be required to provide Cash Collateral pursuant to Section 11.13, or (iii) Section 2.18(a)(v) is in effect, the applicable Borrower shall immediately (in the case ofclause (ii) above) or within one Business Day (in all other cases) following any written request by the Administrative Agent or the Letter of Credit Issuer, provide Cash Collateral in an amount not less than the applicable Minimum Collateral Amount (determined in the case of Cash Collateral provided pursuant to clause (iii) above, after giving effect to Section 2.18(a)(iv) and any Cash Collateral provided by the Defaulting Lender).

(b) Grant of Security Interest. The Borrowers, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grant to (and subject to the control of) the Administrative Agent, for the benefit of the Administrative Agent, the Letter of Credit Issuer and the Lenders, and agree to maintain, a first priority security interest in all such cash, deposit accounts and all balances therein as described in Section 3.8(a), and all other property so provided as Collateral pursuant hereto, and in all proceeds of the foregoing, all as security for the obligations to which such Cash Collateral may be applied pursuant to Section 3.8(c). If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent or the Letter of Credit Issuer as herein provided, other than Permitted Liens, or that the total amount of such Cash Collateral is less than the Minimum Collateral Amount (including, without limitation, as a result of exchange rate fluctuations), the Borrowers will, promptly upon written demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency. Cash Collateral shall be maintained in interest bearing deposit accounts with the Administrative Agent. The Borrowers shall pay on demand therefor from time to time all customary account opening, activity and other administrative fees and charges in connection with the maintenance and disbursement of Cash Collateral.

(c) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of thisSection 3.8 or Sections 2.18, 5.2, or 11.13 in respect of Letters of Credit shall be held and applied to the satisfaction of the specific L/C Obligations, obligations to fund participations therein (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations for which the Cash Collateral was so provided, prior to any other application of such property as may otherwise be provided for herein.

(d) Release. Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or to secure other obligations shall be released promptly following (i) the elimination of the applicable Fronting Exposure or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender (or, as appropriate, its assignee following compliance with Section 13.6(b)(ii)) or there is no longer existing an Event of Default) or (ii) the determination by the Administrative Agent and the Letter of Credit Issuer that there exists excess Cash Collateral.

3.9 Applicability of ISP and UCP. Unless otherwise expressly agreed by the Letter of Credit Issuer and the applicable Borrower when a Letter of Credit is issued, (i) the rules of the ISP shall be stated therein to apply to each standby Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce at the time of issuance, shall be stated therein to apply to each commercial Letter of Credit. Notwithstanding the foregoing, the Letter of Credit Issuer shall not be responsible to the Borrowers for, and the Letter of Credit Issuer's rights and remedies against the Borrowers shall not be impaired by, any action or inaction of the Letter of Credit Issuer required or permitted under any law, order, or practice that is required or permitted to be applied to any Letter of Credit or this Agreement, including the applicable law or any order of a jurisdiction where the Letter of Credit Issuer or the beneficiary is located, the practice stated in the ISP or UCP, as applicable, or in the decisions, opinions, practice statements, or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade (BAFT), or the Institute of International Banking Law & Practice, whether or not any Letter of Credit chooses such law or practice.

3.10 Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control and any grant of security interest in any Issuer Documents shall be void.

3.11 Letters of Credit Issued for Restricted 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 Restricted Subsidiary, the Borrowers shall be jointly and severally obligated to reimburse the Letter of Credit Issuer 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 any other Restricted Subsidiaries inures to the benefit of each Borrower and that each Borrower's business derives substantial benefits from the businesses of the Parent Borrower and the other Restricted Subsidiaries.

3.12 Provisions Related to Extended Revolving Credit Commitments. If the L/C Facility Maturity Date in respect of any tranche of Revolving Credit Commitments occurs prior to the expiry date of any Letter of Credit, then (i) if consented to by the Letter of Credit Issuer which issued such Letter of Credit, if one or more other tranches of Revolving Credit Commitments in respect of which the L/C Facility Maturity Date shall not have so occurred are then in effect, such Letters of Credit for which consent has been obtained shall 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 Sections 3.3 and 3.4) 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 amount of the unutilized Revolving Credit Commitments thereunder at such time (it being understood that no partial amount of any Letter of Credit may be so reallocated) and (ii) to the extent not reallocated pursuant to immediately preceding clause (i), the applicable Borrower shall Cash Collateralize any such Letter of Credit in accordance withSection 3.8. Upon the maturity date of any tranche of Revolving Credit Commitments, the sublimit for Letters of Credit may be reduced as agreed between the Letter of Credit Issuer and the Parent Borrower, without the consent of any other Person.

Section 4. Fees; Termination of Commitments

4.1 Fees.

(a) Without duplication, each Borrower agrees jointly and severally to pay to the Administrative Agent in Dollars, for the account of each Revolving Credit Lender (in each case *pro rata* according to the respective Revolving Credit Commitments of all such Lenders), a commitment fee equal to the Commitment Fee Rate of the Available Commitment (the "**Commitment Fee**"), for each day from the Closing Date to the Revolving Credit Maturity Date. The Commitment Fee shall be payable (x) quarterly in arrears on the last Business Day of each fiscal quarter of the Parent Borrower (for the quarterly period (or portion thereof) ended on such day for which no payment has been received) and (y) on the Revolving Credit Maturity Date (for the period ended on such date for which no payment has been received pursuant to clause (x) above), and shall be computed for each day during such period at a rate *per annum* equal to the Commitment Fee Rate in effect on such day on the Available Commitment in effect on such day.

(b) Without duplication, each Borrower jointly and severally agrees to pay to the Administrative Agent in Dollars for the account of the Revolving Credit Lenders *pro rata* on the basis of their respective Letter of Credit Exposure, a fee in respect of each Letter of Credit issued on the Borrowers' or any of the other Restricted Subsidiaries' behalf (the "**Letter of Credit Fee**"), for the period from the date of issuance of such Letter of Credit to the termination date of such Letter of Credit computed at the *per annum* rate for each day equal to the Applicable Margin for Eurocurrency Rate and Daily Simple RFR Revolving Credit Loans. Except as provided below, such Letter of Credit Fees shall be due and payable (x) quarterly in arrears on the last Business Day of each fiscal quarter of the Parent Borrower and (y) on the date upon which the Total Revolving Credit Commitment terminates and the Letters of Credit Outstanding shall have been reduced to zero.

(c) Without duplication, each Borrower jointly and severally agrees to pay to the Administrative Agent in Dollars, for its own account, administrative agent fees as have been previously agreed in writing or as may be agreed in writing from time to time.

(d) Without duplication, each Borrower jointly and severally agrees to pay to the Letter of Credit Issuer a fee in Dollars in respect of each Letter of Credit issued by it to or on behalf of the Parent Borrower or any Restricted Subsidiary (the "**Fronting Fee**") (i) with respect to each commercial Letter of Credit, at the rate of 0.125%, computed on the amount of such Letter of Credit, and (ii) with respect to each standby Letter of Credit, for the period from the date of issuance of such Letter of Credit to the termination date of such Letter of Credit, computed at the rate for each day equal to 0.125% *per annum* on the average daily Stated Amount of such Letter of Credit (or at such other rate *per annum* as agreed in writing between the Parent Borrower and the applicable Letter of Credit Issuer). Such Fronting Fees shall be due and payable (x) quarterly in arrears on the last Business Day of each fiscal quarter of the Parent Borrower and (y) on the date upon which the Total Revolving Credit Commitment terminates and the Letters of Credit Outstanding shall have been reduced to zero. In addition, each Letter of Credit Issuer shall be paid its customary administrative charges from time to time in connection with Letters of Credit issued by it.

(e) Without duplication, each Borrower jointly and severally agrees to pay directly to the Letter of Credit Issuer in Dollars upon each issuance or renewal of, drawing under, and/or amendment of, a Letter of Credit issued by it such amount as shall at the time of such issuance or renewal of, drawing under, and/or amendment be the processing charge that the Letter of Credit Issuer is customarily charging for issuances or renewals of, drawings under or amendments of, letters of credit issued by it.

(f) The rate and time of payment of interest, commission, fees and any other remuneration in respect of each Ancillary Facility shall be determined by agreement between the relevant Ancillary Lender and the Borrowers of that Ancillary Facility based upon normal market rates and terms.

(g) Notwithstanding the foregoing, the Borrowers shall not be obligated to pay any amounts to any Defaulting Lender pursuant to this Section 4.1, except as otherwise set forth in Section 2.18(a)(iii).

4.2 Voluntary Reduction of Revolving Credit Commitments. Upon at least three Business Days' prior written notice (which may be conditioned on the occurrence of any specified transaction and, if such specified transaction does not occur as intended, such notice may be revoked or amended by the Parent Borrower) to the Administrative Agent at the Administrative Agent's Office (which notice the Administrative Agent shall promptly transmit to each of the Lenders), the Parent Borrower shall have the right, without premium or penalty, on any day, permanently to terminate or reduce the Revolving Credit Commitments in whole or in part; provided that (a) any such reduction shall apply proportionately and permanently to reduce the Revolving Credit Commitment of each of the Lenders of any applicable Class, except that (i) notwithstanding the foregoing, in connection with the establishment on any date of any Extended Revolving Credit Commitments pursuant to Section 2.14(g), the Revolving Credit Commitments of any one or more Lenders providing any such Extended Revolving Credit Commitments on such date shall be reduced in an amount equal to the amount of Revolving Credit Commitments so extended on such date (provided that (x) after giving effect to any such reduction and to the repayment of any Revolving Credit Loans made on such date, the Revolving Credit Exposure of any such Lender does not exceed the Revolving Credit Commitment thereof and (y) for the avoidance of doubt, any such repayment of Revolving

Credit Loans contemplated by the preceding clause shall be made in compliance with the requirements of Section 5.3(a) with respect to the ratable allocation of payments hereunder, with such allocation being determined after giving effect to any conversion pursuant to Section 2.14(g) of Revolving Credit Commitments and Revolving Credit Loans into Extended Revolving Credit Commitments and Extended Revolving Credit Loans prior to any reduction being made to the Revolving Credit Commitment of any other Lender) and (ii) the Parent Borrower may at its election permanently reduce the Revolving Credit Commitment of a Defaulting Lender to $0 without affecting the Revolving Credit Commitments of any other Lender, (b) any partial reduction pursuant to this Section 4.2 shall be in the amount of at least $2,500,000, and (c) after giving effect to such termination or reduction and to any prepayments of the Loans made on the date thereof in accordance with this Agreement, the aggregate amount of the Lenders' Revolving Credit Exposures shall not exceed the Total Revolving Credit Commitment and the aggregate amount of the Lenders' Revolving Credit Exposures in respect of any Class shall not exceed the aggregate Revolving Credit Commitment of such Class. If after giving effect to any reduction or termination of Revolving Credit Commitments under this Section 4.2, the Ancillary Facility Sublimit exceeds the amount of the Total Revolving Credit Commitment at such time, the Ancillary Facility Sublimit shall be automatically reduced by the amount of such excess.

4.3 Mandatory Termination of Commitments.

(a) The Initial Term Loan Commitments shall terminate upon the earlier of the funding of the Initial Term Loans or at 5:00 p.m. (New York City time) on the Closing Date.

(b) The Revolving Credit Commitment shall terminate at 5:00 p.m. (New York City time) on the Revolving Credit Maturity Date.

(c) The Ancillary Commitments shall terminate in accordance with the terms of the relevant Ancillary Documents but in any event by no later than 5:00 p.m. (New York City time) on the Revolving Credit Maturity Date.

Section 5. Payments

5.1 Voluntary Prepayments.

(a) The Borrowers shall have the right to prepay Loans, including Term Loans and Revolving Credit Loans, as applicable, in each case, without premium or penalty (other than as set forth in Section 5.1(b)), in whole or in part from time to time on the following terms and conditions: (1) the Parent Borrower shall give the Administrative Agent at the Administrative Agent's Office written notice of its intent to make such prepayment (which may be conditioned on the occurrence of any specified transaction and, if such specified transaction does not occur as intended, such notice may be revoked or amended by the Parent Borrower), the amount of such prepayment and (in the case of Eurocurrency Loans) the specific Borrowing(s) pursuant to which they were made, which notice shall be given by the Parent Borrower no later than 12:00 Noon (New York City time) (i) in the case of Eurocurrency Loans denominated in Dollars or Euros, three Business Days prior to the date of such prepayment, (ii) in the case of RFR Loans denominated in Pounds Sterling, one Business Day prior to the date of such prepayment, or (iii) in the case of ABR Loans, on the Business Day of such prepayment; (2) each partial prepayment of any Borrowing shall be in a minimum amount of the Minimum Borrowing Amount and in multiples of the Borrowing Multiple in excess thereof, in each case for Loans of the applicable Type; provided that no partial prepayment of Eurocurrency Loans made pursuant to a single Borrowing shall reduce the outstanding Eurocurrency Loans made pursuant to such Borrowing to an amount less than the applicable Minimum Borrowing Amount for such Eurocurrency Loans; and (3) in the case of any prepayment of Eurocurrency Loans pursuant to this Section 5.1 on any day other than the last day of an Interest Period applicable

thereto, the applicable Borrower shall, promptly after receipt of a written request by any applicable Lender (which request shall set forth in reasonable detail the basis for requesting such amount), pay to the Administrative Agent for the account of such Lender any amounts required pursuant to Section 2.11. Each prepayment in respect of any Term Loans pursuant to this Section 5.1 shall be (a) applied to the Class or Classes of Term Loans, and individual Borrowings or Types, as the Parent Borrower may specify and (b) applied to reduce Initial Term Loan Repayment Amounts, any New Term Loan Repayment Amounts, and, subject to Section 2.14(g), Extended Term Loan Repayment Amounts, as the case may be, in each case, in such order as the Parent Borrower may specify, and absent any such direction, in direct order of maturity. Each prepayment in respect of any Revolving Credit Loans pursuant to this Section 5.1 shall be applied to the Class or Classes of Revolving Credit Loans, and individual Borrowings or Types, as the Parent Borrower may specify.

(b) In the event that, on or prior to the date that is twelve months after the Closing Date, the Borrowers (i) make any voluntary prepayment pursuant to this Section 5.1, or any mandatory prepayment in connection with a Debt Incurrence Prepayment Event, in each case, of Initial Term Loans in connection with any Repricing Transaction the primary purpose of which is to decrease the Effective Yield on such Initial Term Loans or (ii) effect any amendment of this Agreement resulting in a Repricing Transaction the primary purpose of which is to decrease the Effective Yield on such Initial Term Loans, then the Borrowers shall pay to the Administrative Agent, for the ratable account of each applicable Lender in respect of such Lender's Loans that are the subject of such Repricing Transaction, (x) in the case of clause (i), a prepayment premium of 1.00% of the principal amount of the Initial Term Loans prepaid in connection with such Repricing Transaction and (y) in the case of clause (ii), an amount equal to 1.00% of the aggregate amount of the Initial Term Loans outstanding immediately prior to such amendment that are subject to an effective pricing reduction pursuant to such Repricing Transaction.

5.2 Mandatory Prepayments.

(a) Term Loan Prepayments.

(i) On each occasion that a Prepayment Event occurs, subject to any Reinvestment Right, the Borrowers shall, within three Business Days after receipt of the Net Cash Proceeds of a Debt Incurrence Prepayment Event (other than one covered by clause (iii) below) and within ten Business Days after the occurrence of any other Prepayment Event, prepay, in accordance with clause (c) below, Term Loans with an equivalent principal amount equal to 100% of the Net Cash Proceeds from such Prepayment Event; provided that (A) the percentage in this Section 5.2(a)(i) shall be reduced to 50% if the First Lien Net Leverage Ratio on the date of prepayment (after giving Pro Forma Effect thereto) for the most recent Test Period ended prior to such prepayment date is less than or equal to 3.85 to 1.00 but greater than 3.35 to 1.00 and (B) no payment of any Term Loans shall be required under this Section 5.2(a)(i) if the First Lien Net Leverage Ratio on the date of prepayment (after giving Pro Forma Effect thereto) for the most recent Test Period ended prior to such prepayment date is less than or equal to 3.35 to 1.00; provided, further, that, with respect to the Net Cash Proceeds of an Asset Sale Prepayment Event, Casualty Event or Permitted Sale Leaseback, the Borrowers may use a portion of such Net Cash Proceeds to prepay or repurchase any Other First Lien Obligations (and with such prepaid or repurchased Other First Lien Obligations permanently extinguished) to the extent the terms governing such Other First Lien Obligations require the prepayment or making of an offer to purchase such Other First Lien Obligations with the proceeds of such Prepayment Event, in each case in an amount not to exceed the product of (x) the amount of such Net Cash Proceeds *multiplied* by (y) a fraction, the numerator of which is the outstanding principal amount of such Other First Lien Obligations and the denominator of which is the sum of the outstanding principal amount of such Other First Lien Obligations and the outstanding principal amount of Term Loans.

(ii) Not later than ten Business Days after the date on which financial statements are required to be delivered pursuant to Section 9.1(a) for any Excess Cash Flow Period after the Closing Date, the Borrowers shall prepay (or cause to be prepaid), in accordance with clause (c) below, Term Loans with a principal amount equal to (x) 50% of Excess Cash Flow for such fiscal year; provided that (A) the percentage in this Section 5.2(a)(ii) shall be reduced to 25% if the First Lien Net Leverage Ratio on the date of prepayment (after giving Pro Forma Effect thereto and after giving effect to any prepayment described in clause (y) below) for the most recent Test Period ended prior to such prepayment date is less than or equal to 3.85 to 1.00 but greater than 3.35 to 1.00 and (B) no payment of any Term Loans shall be required under this Section 5.2(a)(ii) if the First Lien Net Leverage Ratio on the date of prepayment (after giving Pro Forma Effect thereto and after giving effect to any prepayment described in clause (y) below) for the most recent Test Period ended prior to such prepayment date is less than or equal to 3.35 to 1.00, *minus*, at the option of the Parent Borrower, (y) (i) the principal amount of Term Loans voluntarily prepaid pursuant to Section 5.1 or Section 13.6(h)(x) (in each case, including purchases of the Loans by the Parent Borrower and its Subsidiaries at or below par pursuant to Section 13.6(h)(x), in which case credit shall be given to the principal amount purchased) (or committed to be so prepaid or purchased) during such fiscal year or after such fiscal year and prior to the date of the required Excess Cash Flow payment, (ii) to the extent accompanied by permanent optional reductions of Revolving Credit Commitments, Extended Revolving Credit Commitments or Incremental Revolving Credit Commitment, as applicable, the principal amount of Revolving Credit Loans, Extended Revolving Credit Loans and Incremental Revolving Credit Loans voluntarily prepaid pursuant to Section 5.1 (or committed to be so prepaid) during such fiscal year or after such fiscal year and prior to the date of the required Excess Cash Flow payment (in each case of clauses (i) and (ii), other than to the extent any such prepayment is funded with the proceeds of Funded Debt) and (iii) the aggregate amount of Additional ECF Prepayment Reduction Amounts during such fiscal year or after such fiscal year and prior to the date of the required Excess Cash Flow payment; provided, further, that any excess of the amounts described in clause (y) over the amount described in clause (x) may be carried forward, at the election of the Parent Borrower, to any future Excess Cash Flow Period; provided, further, that the Borrowers may use a portion of any required Excess Cash Flow prepayment to prepay or repurchase Other First Lien Obligations (and with such prepaid or repurchased Other First Lien Obligations permanently extinguished) to the extent the terms governing such Other First Lien Obligations require the prepayment or making of an offer to purchase such Other First Lien Obligations with the proceeds of Excess Cash Flow, in each case in an amount not to exceed the product of (x) the amount of required Excess Cash Flow prepayment *multiplied* by (y) a fraction, the numerator of which is the outstanding principal amount of such Other First Lien Obligations and the denominator of which is the sum of the outstanding principal amount of such Other First Lien Obligations and the outstanding principal amount of Term Loans.

(iii) Notwithstanding the preceding clause (i), within the Reinvestment Period after the Parent Borrower's or any Restricted Subsidiary's receipt of the Net Cash Proceeds of any Asset Sale Prepayment Event, Casualty Event or Permitted Sale Leaseback, the Parent Borrower or such Restricted Subsidiary may elect to use the Net Cash Proceeds thereof or any portion thereof to make investments in assets used or useful in the business of the Parent Borrower and its Subsidiaries or to make other Investments (including Permitted Acquisitions) and such Net Cash Proceeds or applicable portion thereof shall not be subject to mandatory prepayment prior to the expiration of the Reinvestment Period (this clause (iii), the "**Reinvestment Right**"). Upon expiration of the Reinvestment Period with respect to any such Net Cash Proceeds, the Borrowers shall comply with clause (i) above as if the last day of the Reinvestment Period was the date of the applicable Prepayment Event with respect to any Net Cash Proceeds that have not been applied in accordance with the previous sentence.

(iv) Notwithstanding any other provisions of this Section 5.2, (A) to the extent that any or all of the Net Cash Proceeds of any Prepayment Event by a Foreign Subsidiary giving rise to a prepayment pursuant to clause (i) above (a "**Foreign Prepayment Event**") or Excess Cash Flow are prohibited or delayed by any Requirement of Law (including rules relating to financial assistance, corporate benefit, thin capitalization, capital maintenance, restrictions on repatriation and statutory or similar duties of directors or officers) from being repatriated to the Credit Parties, an amount equal to the portion of such Net Cash Proceeds or Excess Cash Flow so affected will not be required to be applied to repay Loans at the times provided in clauses (i) and (ii) above, as the case may be, but only so long, as the applicable Requirement of Law will not permit repatriation to the Credit Parties (the Credit Parties hereby agreeing to use commercially reasonable efforts for a period not exceeding 360 days to cause the applicable Foreign Subsidiary to promptly take all actions reasonably required by the applicable Requirement of Law to permit repatriation), and once a repatriation of any of such affected Net Cash Proceeds or Excess Cash Flow is permitted under the applicable Requirement of Law, an amount equal to such Net Cash Proceeds or Excess Cash Flow will be promptly (and in any event not later than ten Business Days after such repatriation is permitted) applied (net of any taxes that would be payable or reserved against if such amounts were actually repatriated whether or not they are repatriated) to the repayment of the Loans pursuant to clauses (i) and (ii) above, as applicable, (B) to the extent that the Parent Borrower has determined in good faith that repatriation of any of or all the Net Cash Proceeds of any Foreign Prepayment Event or Excess Cash Flow would have a non-de minimis adverse tax consequence (including any withholding tax) to Holdings or any of its Subsidiaries, Affiliates or direct or indirect equityholders with respect to such Net Cash Proceeds or Excess Cash Flow, an amount equal to the Net Cash Proceeds or Excess Cash Flow so affected may be retained by the applicable Foreign Subsidiary until such time as it may repatriate such Net Cash Proceeds without incurring a non-de minimis adverse tax consequence and (C) to the extent that the distribution to the Borrowers of any or all of the relevant Excess Cash Flow or the relevant Net Cash Proceeds is prohibited, restricted or delayed by reason of any Organizational Documents (including any relevant shareholders' or similar agreement) or any other material contract with a Person other than Holdings, the Parent Borrower or a Restricted Subsidiary, then for so long as the Parent Borrower determines in good faith that such impairment exists, an amount equal to the portion of such Net Cash Proceeds or Excess Cash Flow so affected will not be required to be applied to repay Loans at the times provided in clauses (i) and (ii) above, as the case may be, but only so long, as the applicable Organizational Document (including any relevant shareholders' or similar agreement) or other material contract will not permit distribution to the Borrowers (the Parent Borrower hereby agreeing to use commercially reasonable efforts for a period not exceeding 360 days to cause the applicable Person to promptly take all actions reasonably required to permit the distribution), and once a distribution of any of such affected Net Cash Proceeds or Excess Cash Flow is permitted, an amount equal to such Net Cash Proceeds or Excess Cash Flow will be promptly (and in any event not later than ten Business Days after such distribution is permitted) applied (net of any taxes that would be payable or reserved against if such amounts were actually repatriated whether or not they are repatriated) to the repayment of the Loans pursuant to clauses (i) and (ii) above, as applicable.

(b) Repayment of Revolving Credit Loans. If the aggregate amount of the Lenders' Revolving Credit Exposures in respect of any Class of Revolving Loans for any reason exceeds 100% of the aggregate Revolving Credit Commitments of such Class then in effect, the Borrowers shall repay on such date (or, in the case of an excess resulting solely from the fluctuation of exchange rates, within five (5) Business Days of such date) Revolving Loans of such Class in an amount necessary to eliminate such excess. If after giving effect to the prepayment of all outstanding Revolving Loans of such Class, the Revolving Credit Exposures of such Class exceed 100% of the aggregate Revolving Credit Commitments of such Class then in effect, the Borrowers shall Cash Collateralize the Letters of Credit Outstanding in relation to such Class to the extent of such excess. On any date on which the Ancillary Outstandings under any Ancillary Facility exceeds 100% of the aggregate Ancillary Commitments applicable to such Ancillary Facility, the applicable Borrower or Borrowers shall promptly repay or prepay such Ancillary Outstandings in an aggregate amount such that, after giving effect to such repayments or prepayments, the Ancillary Outstandings under such Ancillary Facility shall not exceed the applicable Ancillary Commitment.

(c) Application to Repayment Amounts. Subject to Section 5.2(f), each prepayment of Term Loans required by Section 5.2(a)(i) or (ii) shall be allocated *pro rata* among the Initial Term Loans, the New Term Loans and the Extended Term Loans based on the applicable remaining Repayment Amounts due thereunder (except in the case of a Debt Incurrence Prepayment Event with respect to Replacement Term Loans, in which case such prepayment shall be allocated to the Class or Classes of Term Loans intended to be replaced thereby) and shall be applied within each applicable Class of Term Loans in direct order of maturity of remaining installments of principal or as otherwise directed by the Parent Borrower. Subject to Section 5.2(f), with respect to each such prepayment, the Parent Borrower will, not later than the date specified in Section 5.2(a) for making such prepayment, give the Administrative Agent written notice of such prepayment, which shall be substantially in the form of Exhibit O and which shall include a calculation of the amount of such prepayment to be applied to each Class of Term Loans requesting that the Administrative Agent provide notice of such prepayment to each Initial Term Loan Lender, New Term Loan Lender, or Lender of Extended Term Loans, as applicable.

(d) Application to Term Loans. With respect to each prepayment of Term Loans required by Section 5.2(a), the Parent Borrower may, if applicable, designate the Types of Loans that are to be prepaid and the specific Borrowing(s) pursuant to which such Loans were made; provided that if any Lender has provided a Rejection Notice in compliance with Section 5.2(e), such prepayment shall be applied with respect to the Term Loans to be prepaid on a *pro rata* basis across all outstanding Types of such Term Loans in proportion to the percentage of such outstanding Term Loans to be prepaid represented by each such Class. In the absence of a Rejection Notice or a designation by the Parent Borrower as described in the preceding sentence, the Administrative Agent shall, subject to the above, make such designation in its reasonable discretion with a view, but no obligation, to minimize breakage costs owing under Section 2.11.

(e) Application to Revolving Credit Loans. With respect to each prepayment of Revolving Credit Loans pursuant to Section 5.2(b), the Parent Borrower may designate (i) the Types of Loans that are to be prepaid and the specific Borrowing(s) pursuant to which they were made and (ii) the Revolving Loans to be prepaid; provided that each prepayment of any Loans made pursuant to a Borrowing shall be applied *pro rata* among such Loans, except that no prepayment of Revolving Loans shall be applied to the Revolving Credit Loans of any Defaulting Lender unless otherwise agreed in writing by the Parent Borrower and any prepayments shall be applied pursuant to Section 2.18(a)(ii). In the absence of a designation by the Parent Borrower as described in the preceding sentence, the Administrative Agent shall, subject to the above, make such designation in its reasonable discretion with a view, but no obligation, to minimize breakage costs owing under Section 2.11.

(f) Rejection Right. The Parent Borrower shall notify the Administrative Agent in writing of any mandatory prepayment of Term Loans required to be made pursuant to Section 5.2(a) at least three Business Days prior to the date of such prepayment. Each such notice shall specify the date of such prepayment and provide a reasonably detailed calculation of the amount of such prepayment. The Administrative Agent will promptly notify each Lender holding Term Loans of the contents of such prepayment notice and of such Lender's *pro rata* share of the prepayment. If the Parent Borrower so elects, each Term Loan Lender may at its option reject all (but not less than all) of its *pro rata* share of any mandatory prepayment other than any such mandatory prepayment with respect to a Debt Incurrence Prepayment Event under Section 5.2(a)(i) (such declined amounts, the "**Declined Proceeds**") of Term Loans required to be made pursuant to Section 5.2(a) by providing written notice (each, a "**Rejection Notice**") to the Administrative Agent no later than 5:00 p.m. (New York City time) one Business Day after the date of such Lender's receipt of notice from the Administrative Agent regarding such prepayment. If a Lender fails to deliver a Rejection Notice to the Administrative Agent within the time frame specified above, any such failure will be deemed an acceptance of the total amount of such mandatory prepayment of Term Loans. Any Declined Proceeds shall be retained by the Borrowers (the "**Retained Declined Proceeds**").

5.3 Method and Place of Payment.

(a) Except as otherwise specifically provided herein, all payments under this Agreement shall be made by the Borrowers, withoutset-off, counterclaim or deduction of any kind, to the Administrative Agent for the ratable account of the Lenders entitled thereto or the Letter of Credit Issuer entitled thereto, as the case may be, not later than 2:00 p.m. (New York City time) in the case of payments denominated in Dollars and 8:00 a.m. (New York City time) in the case of payments denominated in a currency other than Dollars, in each case, on the date when due and shall be made in immediately available funds at the Administrative Agent's Office or at such other office as the Administrative Agent shall specify for such purpose by notice to the Parent Borrower, it being understood that written or facsimile notice by the Parent Borrower to the Administrative Agent to make a payment from the funds in the Borrowers' account at the Administrative Agent's Office shall constitute the making of such payment to the extent of such funds held in such account. All repayments or prepayments of any Loans (whether of principal, interest or otherwise) hereunder shall be made in the currency in which such Loans are denominated and all other payments under each Credit Document shall, unless otherwise specified in such Credit Document, be made in Dollars. The Administrative Agent will thereafter cause to be distributed on the same day (if payment was actually received by the Administrative Agent prior to 2:00 p.m. (New York City time) in the case of payments denominated in Dollars and 8:00 a.m. (New York City time) in the case of payments denominated in a currency other than Dollars or, otherwise, on the next Business Day in the Administrative Agent's sole discretion) like funds relating to the payment of principal or interest or Fees ratably to the Lenders entitled thereto.

(b) Any payments under this Agreement that are made later than 2:00 p.m. (New York City time) in the case of payments denominated in Dollars or 8:00 a.m. (New York City time) in the case of payments denominated in a currency other than Dollars may be deemed to have been made on the next succeeding Business Day in the Administrative Agent's sole discretion for purposes of calculating interest thereon. Except as otherwise provided herein, whenever any payment to be made hereunder shall be stated to be due on a day that is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest shall be payable during such extension at the applicable rate in effect immediately prior to such extension.

5.4 Net Payments.

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

(i) Any and all payments by or on account of any obligation of any Credit Party hereunder or under any other Credit Document shall to the extent permitted by applicable laws be made free and clear of, and without reduction or withholding for, any Taxes.

(ii) If any Credit Party, the Administrative Agent or any other applicable Withholding Agent shall be required by applicable law to withhold or deduct any Taxes from any payment, then (A) such Withholding Agent shall withhold or make such deductions as are reasonably determined by such Withholding Agent to be required by applicable law, (B) such Withholding Agent shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with applicable law and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes or Other Taxes, the sum payable by the applicable Credit Party shall be increased as necessary so that after such required withholding or deductions have been made (including any such withholding or deductions applicable to additional sums payable under this Section 5.4) each Lender (or, in the case of a payment to the Administrative Agent for its own account, the Administrative Agent) receives an amount equal to the sum it would have received had no such withholding or deductions been made.

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

(c) Tax Indemnifications. Without limiting clause (a) or (b) above, the Borrowers shall indemnify the Administrative Agent and each Lender, and shall make payment in respect thereof within 15 days after demand therefor, for the full amount of Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 5.4) payable by the Administrative Agent or such Lender, as the case may be, and any reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of any such payment or liability (along with a written statement setting forth in reasonable detail the basis and calculation of such amounts) delivered to the Parent Borrower by a Lender, or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Taxes by any Credit Party to a Governmental Authority as provided in this Section 5.4, the Parent Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by laws to report such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders and Tax Documentation.

(i) Each Lender shall deliver to the Parent Borrower (on behalf of each Borrower that is a U.S. Person) and to the Administrative Agent, at such time or times reasonably requested by the Parent Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable laws or by the taxing authorities of any jurisdiction and such other reasonably requested information as will permit the Parent Borrower or the Administrative Agent, as the case may be, to determine (A) whether or not any payments made hereunder or under any other Credit Document are subject to withholding Taxes, (B) if applicable, the required rate of withholding or deduction and (C) such Lender's entitlement to any available exemption from, or reduction of, applicable Taxes in respect of any payments to be made to such Lender by any Credit Party pursuant to any Credit Document or otherwise to establish such Lender's status for withholding tax purposes in the applicable jurisdiction. Any documentation and information required to be delivered by a Lender pursuant to this Section 5.4(e) (including any specific documentation set forth in clause (ii) below) shall be delivered by such Lender (i) on or prior to the Closing Date (or on or prior to the date it becomes a party to this Agreement), (ii) whenever a lapse of time or change in circumstances renders such documentation obsolete, expired or inaccurate in any respect and (iii) from time to time thereafter if reasonably requested by the Parent Borrower or the Administrative Agent, and each such Lender shall promptly notify in writing the Parent Borrower and the Administrative Agent if such Lender is no longer legally eligible to provide any documentation previously provided. Notwithstanding anything to the contrary in this Section 5.4, no Lender or the Administrative Agent shall be required to deliver any documentation (i) that it is not legally eligible to deliver and (ii) (other than with respect to such documentation set forth in paragraphs (ii)(A), (ii)(B)(i) through (ii)(B)(iv) and (ii)(c) of this Section) 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 (a "**U.S. Lender**") shall deliver to the Parent Borrower (on behalf of each Borrower that is a U.S. Person) and the Administrative Agent executed originals, facsimiles, or PDF scans transmitted via email of U.S. Internal Revenue Service Form W-9 or such other documentation or information prescribed by applicable laws or reasonably requested by the Parent Borrower or the Administrative Agent certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) each Non-U.S. Lender that is entitled under the Code or any applicable treaty to an exemption from or reduction of U.S. federal withholding tax with respect to any payments hereunder or under any other Credit Document shall deliver to the Parent Borrower (on behalf of each Borrower that is a U.S. Person) and the Administrative Agent (in such number of copies as shall be reasonably requested by the recipient) whichever of the following is applicable:

i. executed originals, facsimiles, or PDF scans transmitted via email of U.S. Internal Revenue Service FormW-8BEN or W-8BEN-E (in each case, or any successor form thereto) claiming eligibility for benefits of an income tax treaty to which the United States is a party;

ii. executed originals, facsimiles, or PDF scans transmitted via email of U.S. Internal Revenue Service FormW-8ECI (or any successor form thereto);

iii. in the case of a Non-U.S. Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate, substantially in the form of Exhibit J-1, J-2, J-3 or J-4, as applicable, (a "**Non-Bank Tax Certificate**"), to the effect that such Non-U.S. Lender is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10-percent shareholder" of the applicable Borrower within the meaning of Section 871(h)(3)(B) of the Code, or (C) a "controlled foreign corporation" related to the Borrower, as described in Section 881(c)(3)(C) of the Code and (y) executed originals, facsimiles, or PDF scans transmitted via email of U.S. Internal Revenue Service Form W-8BEN or W-8BEN-E (in each case, or any successor thereto);

iv. where such Lender is a partnership (for U.S. federal income tax purposes) or otherwise not a beneficial owner (e.g., where such Lender has sold a participation), U.S. Internal Revenue Service Form W-8IMY (or any successor thereto), accompanied, as applicable, by U.S. Internal Revenue Service Form W-8ECI, U.S. Internal Revenue Service FormW-8BEN or W-8BEN-E and/or U.S. Internal Revenue Service Form W-9 (in each case, or any successor thereto), and all required supporting documentation (including, where one or more of the underlying beneficial owner(s) is claiming the benefits of the portfolio interest exemption, a Non-Bank Tax Certificate of such beneficial owner(s)) (provided that, if the Non-U.S. Lender is a partnership and not a participating Lender, the Non-Bank Tax Certificate(s) may be provided by the Non-U.S. Lender on behalf of the direct or indirect partner(s)); or

v. executed originals, facsimiles, or PDF scans transmitted via email of any other form prescribed by applicable laws as a basis for claiming exemption from or a reduction in U.S. federal withholding tax together with such supplementary documentation as may be prescribed by applicable laws to permit any Borrower that is a U.S. Person or the Administrative Agent to determine the withholding or deduction required to be made;

(C) if a payment made to a Lender or the Administrative Agent under any Credit Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender or the Administrative Agent 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 or the Administrative Agent shall deliver to the Parent Borrower (on behalf of each Borrower that is a U.S. Person) and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Parent Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Parent Borrower or the Administrative Agent as may be necessary for any Borrower that is a U.S. Person and the Administrative Agent to comply with their obligations under FATCA, to determine whether such Lender or the Administrative Agent has complied with such Lender's or the Administrative Agent's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (C), "FATCA" shall include any amendments made to FATCA after the date of this Agreement; and

(D) in the case of Citi (or any successor or replacement Administrative Agent), duly executed copies of either (i) IRS FormW-9 or (ii) a U.S. branch withholding certificate on IRS Form W-8IMY evidencing its agreement with the Borrowers to be treated as a U.S. Person (with respect to amounts received on account of any Lender) and IRS Form W-8ECI (with respect to amounts received on its own account), with the effect that, in either case, any Borrower that is a U.S. Person will be entitled to make payments hereunder to the Administrative Agent without withholding or deduction on account of U.S. federal withholding Tax.

(iii) Each Lender hereby authorizes the Administrative Agent to deliver to the Credit Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to this Section 5.4(e).

(f) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by any Credit Party or with respect to which any Credit Party has paid additional amounts pursuant to this Section 5.4, the Administrative Agent or such Lender (as applicable) shall promptly pay to the applicable Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Credit Parties under this Section 5.4 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of allout-of-pocket expenses (including any Taxes) incurred by the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with

respect to such refund); provided that the applicable Borrower, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to such Borrower pursuant to this paragraph (f) (*plus* any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (f), in no event will the Administrative Agent or any Lender be required to pay any amount to an indemnifying party pursuant to this paragraph (f) the payment of which would place the Administrative Agent or any Lender in a less favorable net after-Tax position than the Administrative Agent or any Lender would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This subsection shall not be construed to require the Administrative Agent or any Lender to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to any Credit Party or any other Person.

(g) For the avoidance of doubt, for purposes of this Section 5.4, the term "Lender" includes any Letter of Credit Issuer.

(h) Each party's obligations under this Section 5.4 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under the Credit Documents.

5.5 Computations of Interest and Fees.

(a) Except as provided in the next succeeding sentence, interest on Eurocurrency Loans shall be calculated on the basis of a360-day year for the actual days elapsed. Interest on ABR Loans and RFR Loans shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed.

(b) Fees and the average daily Stated Amount of Letters of Credit shall be calculated on the basis of a360-day year for the actual days elapsed.

5.6 Limit on Rate of Interest.

(a) No Payment Shall Exceed Lawful Rate. Notwithstanding any other term of this Agreement, no Borrower shall be obliged to pay any interest or other amounts under or in connection with this Agreement or otherwise in respect of the Obligations in excess of the amount or rate permitted under or consistent with any applicable law, rule or regulation.

(b) Payment at Highest Lawful Rate. If a Borrower is not obliged to make a payment that it would otherwise be required to make, as a result of Section 5.6(a), such Borrower shall make such payment to the maximum extent permitted by or consistent with applicable laws, rules, and regulations (the "**Maximum Rate**").

(c) Adjustment if Any Payment Exceeds Lawful Rate. If any provision of this Agreement or any of the other Credit Documents would obligate a Borrower to make any payment of interest or other amount payable to any Lender in an amount or calculated at a rate that would be prohibited by any applicable law, rule or regulation, then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law, such adjustment to be effected, to the extent necessary, by reducing the amount or rate of interest required to be paid by such Borrower to the affected Lender

under Section 2.8; provided that to the extent lawful, the interest or other amounts that would have been payable but were not payable as a result of the operation of this Section shall be cumulated and the interest payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

Notwithstanding the foregoing, and after giving effect to all adjustments contemplated thereby, if any Lender shall have received from a Borrower an amount in excess of the maximum permitted by any applicable law, rule or regulation, then such Borrower shall be entitled, by notice in writing to the Administrative Agent to obtain reimbursement from that Lender in an amount equal to such excess, and pending such reimbursement, such amount shall be deemed to be an amount payable by that Lender to such Borrower.

Section 6. Conditions Precedent to Initial Borrowing

The initial Borrowings under this Agreement are subject to the satisfaction of the following conditions precedent, except as otherwise agreed between the Parent Borrower and the Administrative Agent.

6.1 Credit Documents. The Administrative Agent (or its counsel) shall have received:

(a) this Agreement, executed and delivered by an Authorized Officer of Holdings, each Borrower, the Administrative Agent, the Collateral Agent, the Lenders and the other financial institutions party hereto;

(b) the Guarantee, executed and delivered by an Authorized Officer of each Original Guarantor;

(c) the Pledge Agreement, executed and delivered by an Authorized Officer of Holdings and the Collateral Agent; and

(d) the Security Agreement, executed and delivered by an Authorized Officer of each Original Credit Party and the Collateral Agent;

6.2 Collateral. Except for any items referred to onSchedule 9.14:

(a) All outstanding Equity Interests in whatever form of the Parent Borrower and each Restricted Subsidiary of a Credit Party that is directly owned by or on behalf of any Original Credit Party and required to be pledged pursuant to the Security Documents shall have been pledged pursuant thereto;

(b) The Collateral Agent shall have received the certificates representing the Equity Interests of each Original Credit Party (other than Holdings) and each Original Credit Party's material Wholly-Owned Subsidiaries to the extent directly owned by an Original Credit Party and required to be delivered under the Security Documents (subject to any grace periods set out therein) and pledged under the Security Documents to the extent certificated, accompanied by instruments of transfer and undated stock powers or allonges endorsed in blank (to the extent customary);

(c) All Uniform Commercial Code filings and Intellectual Property security agreements with the United States Patent and Trademark Office and the United States Copyright Office, or required to be filed, registered or recorded to create the Liens intended to be created by any Security Document and perfect such Liens to the extent required by such Security Document shall have been delivered to the Collateral Agent, and shall be in proper form, for filing, registration or recording; and

(d) All other documents and instruments and actions required to create and perfect the Collateral Agent's security interest in the Collateral shall have been executed, delivered or taken, as applicable, to the extent required by the Security Documents, in form and substance reasonably satisfactory to the Collateral Agent.

6.3 Legal Opinions. The Administrative Agent (or its counsel) shall have received the executed legal opinion, in customary form and reasonably satisfactory to the Administrative Agent, of (i) Davis Polk & Wardwell LLP, special New York counsel to the Credit Parties, (ii) Morris, Nichols, Arsht & Tunnell LLP, special Delaware counsel to the Credit Parties and (iii) Gordon Rees Scully Mansukhani, LLP, special Florida counsel to the Credit Parties. Holdings, the Parent Borrower and the Company hereby instruct and agree to instruct the other Credit Parties to cause such counsel to deliver such legal opinions.

6.4 Closing Certificates. The Administrative Agent (or its counsel) shall have received (i) a certificate of the Parent Borrower, dated the Closing Date, substantially in the form of Exhibit E, with appropriate insertions, executed by any Authorized Officer and the Secretary or any Assistant Secretary of the Parent Borrower, attaching the documents referred to in Section 6.5 and (ii) a certificate of the Parent Borrower, dated the Closing Date, certifying as to the satisfaction of the conditions precedent set forth in Sections 6.7(ii) and 6.13.

6.5 Authorization of Proceedings of Original Credit Parties; Corporate Documents. The Administrative Agent shall have received (i) a copy of the resolutions of the board of directors, other managers or of the shareholders, as applicable, of each Original Credit Party (or a duly authorized committee thereof) authorizing (a) the execution, delivery, and performance of the Credit Documents (and any agreements relating thereto) to which it is a party and (b) in the case of the Borrowers, the extensions of credit contemplated hereunder, (ii) if required under applicable law, a copy of the resolution of the holders of the issued shares in each Borrower and Guarantor, approving the terms of and the transactions contemplated by the Credit Documents, (iii) the Certificate of Incorporation and By-Laws, Certificate of Formation and Operating Agreement, Articles of Association or other comparable organizational documents, as applicable, of each Original Credit Party, (iv) signature and incumbency certificates (to the extent applicable) (or other comparable documents evidencing the same) of the Authorized Officers of each Original Credit Party executing the Credit Documents to which it is a party and (v) good standing certificates of each Original Credit Party.

6.6 Fees. The Agents and Lenders shall have received, substantially simultaneously with the funding of the Initial Term Loans, fees and, to the extent invoiced at least three Business Days prior to the Closing Date (except as otherwise reasonably agreed by the Parent Borrower) reasonable out-of-pocket expenses in the amounts previously agreed in writing to be received on the Closing Date (which amounts may, at the Parent Borrower's option, be offset against the proceeds of the Initial Term Loans).

6.7 Representations and Warranties. On the Closing Date, all (i) Specified Transaction Agreement Representations shall be true and correct to the extent required by the definition thereof and (ii) all Specified Representations made by any Credit Party contained herein or in the other Credit Documents shall be true and correct in all material respects (provided that any Specified Representations which are qualified by materiality, material adverse effect or similar language shall be true and correct in all respects) with the same effect as though such Specified Representations had been made on and as of the date of such Credit Event (except where such Specified Representations expressly relate to an earlier date, in which case such Specified Representations shall have been true and correct in all material respects (provided that any such representations and warranties which are qualified by materiality, material adverse effect or similar language shall be true and correct in all respects after giving effect to such qualifiers) as of such earlier date).

6.8 Solvency Certificate. On the Closing Date, the Administrative Agent (or its counsel) shall have received a certificate from the Chief Financial Officer, Chief Accounting Officer, the Treasurer, the Vice President-Finance, a Director, a Manager, or any other senior financial officer of Holdings to the effect that after giving effect to the consummation of the Transactions, Holdings and its Subsidiaries, on a consolidated basis, are Solvent.

6.9 Patriot Act. (a) The Administrative Agent (or its counsel) shall have received at least three Business Days prior to the Closing Date such documentation and information as is reasonably requested in writing at least ten Business Days prior to the Closing Date by the Administrative Agent about the Credit Parties under applicable "know your customer" and anti-money laundering laws, rules and regulations, including, without limitation, the Patriot Act and (b) to the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, at least three Business Days prior to the Closing Date, any Lender that has requested, in a written notice to the Borrower at least ten Business Days prior to the Closing Date, a Beneficial Ownership Certification in relation to the Borrower shall have received such Beneficial Ownership Certification.

6.10 Historical Financial Statements; Pro Forma Financial Statements. The Joint Lead Arrangers shall have received (a) the Historical Financial Statements and (b) an unaudited pro forma consolidated balance sheet of, at the election of Holdings, Mirion Technologies (HoldingRep), Ltd. or the Target, as of March 31, 2021, prepared after giving effect to the Transactions as if the Transactions had occurred as of such date, which need not be prepared in compliance with Regulation S-X of the Securities Act of 1933, as amended, or 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), tax adjustments, deferred taxes or similar pro forma adjustments) (it being understood that any purchase accounting adjustments may be preliminary in nature and be based only on estimates and allocations determined by the Parent Borrower).

6.11 Refinancing. Substantially simultaneously with the funding of the Initial Term Loans, the Closing Date Refinancing shall be consummated (or, with respect to the release and termination of all security and guarantees in respect thereof, arrangements reasonably acceptable to the Administrative Agent for such termination and release shall have been made) and, after giving effect to the consummation of the Transactions, Holdings, the Parent Borrower and their Restricted Subsidiaries shall have no third party Indebtedness for borrowed money other than the obligations hereunder and Indebtedness permitted hereunder.

6.12 Notice of Borrowing. The Administrative Agent (or its counsel) shall have received a Notice of Borrowing meeting the requirements of Section 2.3.

6.13 Acquisition. The Acquisition shall have been, or substantially concurrently with the initial fundings of the Initial Term Loans shall be, consummated in all material respects in accordance with the terms of the Transaction Agreement, after giving effect to any modifications, amendments, consents or waivers thereto, other than those modifications, amendments, consents or waivers by the Parent that are materially adverse to the interests of the Lenders in their capacities as such, unless consented to in writing by the Joint Lead Arrangers (such consent not to be unreasonably withheld, delayed or conditioned; provided that the Joint Lead Arrangers shall be deemed to have consented to such modification, amendment, consent or waiver (whether proposed or executed) unless they object thereto in writing within 2 Business Days of receipt of written notice of such modification, amendment, consent or waiver); it being understood

and agreed that (a) any substantive change to the definition of Material Adverse Effect (as defined in the Transaction Agreement) shall be deemed materially adverse, (b) any reduction in the Total Consideration (as defined in the Transaction Agreement) of less than 15% or in accordance with the Transaction Agreement (including pursuant to any purchase price and/or working capital (or similar) adjustment provision set forth in the Transaction Agreement) shall be deemed not to be materially adverse, (c) any other reduction in the Total Consideration (as defined in the Transaction Agreement) shall be deemed not to be materially adverse so long as such decrease is allocated to reduce the Equity Financing and the Initial Term Loans on a pro rata, dollar-for-dollar basis and (d) any increase in the Total Consideration (as defined in the Transaction Agreement) shall be deemed not to be materially adverse so long as such increase is funded by cash of the Target, the proceeds of Permitted Equity or amounts available to be drawn under the Revolving Credit Facility on the Closing Date or such increase is pursuant to any working capital and/or purchase price (or similar) adjustment provision set forth in the Transaction Agreement. For the avoidance of doubt, it is acknowledged and agreed that a waiver of the Minimum Cash Condition (as set forth in Section 11.03(d) of the Transaction Agreement) is permitted.

6.14 Closing Date Material Adverse Effect. No "Material Adverse Effect" (as defined in the Transaction Agreement) shall have occurred since the date of the Transaction Agreement that is continuing and that results in a failure of a condition precedent to the Parent's obligation to consummate the Transaction pursuant to the terms of the Transaction Agreement.

Notwithstanding the foregoing, to the extent any Lien search or Collateral (including the creation or perfection of any security interest) is not or cannot be provided on the Closing Date (other than (i) a Lien on Collateral of any Credit Party that may be perfected solely by the filing of a financing statement under the UCC and (ii) a pledge of the Capital Stock of the Parent Borrower, to the extent certificated, with respect to which a Lien may be perfected on the Closing Date by the delivery of a stock or equivalent certificate, together with a related stock or equivalent power executed in blank) after the Parent Borrower's use of commercially reasonable efforts to do so without undue burden or expense, then the provision of any such Lien search and/or the provision and/or perfection of such Collateral shall not constitute a condition precedent to the availability and initial funding of the Loans on the Closing Date but may, if required, instead be delivered and/or perfected 90 days (or, in the case of real property and related fixtures, 120 days) after the Closing Date (or, in the case of any possessory collateral, the date upon which stay at home, social distancing and other COVID-19 related measures limiting physical interaction are lifted (including taking into account any quarantine, "shelter in place," "stay at home," workforce reduction, facility capacity limitation, social distancing, shut down, closure, sequester, safety or similar applicable law, directive, guidelines or recommendations promulgated by any governmental authority, including the Centers for Disease Control and Prevention and the World Health Organization, in each case, in connection with or in response to the disease known as "COVID-19", including the CARES Act and Families First Act) which in any event shall not exceed 180 days after the Closing Date; provided that if such measures are lifted and later reinstated, they will be deemed to not have been lifted for purposes hereof) pursuant to arrangements to be mutually agreed between the Parent Borrower and the Collateral Agent and subject to extensions as are reasonably agreed by the Administrative Agent. This paragraph is referred to herein as the "**Limited Conditionality Provision**".

Section 7. Conditions Precedent to All Credit Events after the Closing Date

The agreement of each Lender to make any Loan requested to be made by it on any date (excluding Revolving Credit Loans required to be made by the Revolving Credit Lenders in respect of Unpaid Drawings pursuant to Sections 3.3 and 3.4) and the obligation of the Letter of Credit Issuer to issue Letters of Credit, in each case on any date after the Closing Date is subject to the satisfaction (or waiver) of the following conditions precedent:

7.1 No Default; Representations and Warranties. At the time of each Credit Event and also after giving effect thereto: (a) no Default or Event of Default shall have occurred and be continuing and (b) all representations and warranties made by any Credit Party contained herein or in the other Credit Documents shall be true and correct in all material respects (provided that any such representations and warranties which are qualified by materiality, material adverse effect or similar language shall be true and correct in all respects) with the same effect as though such representations and warranties had been made on and as of the date of such Credit Event (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects (provided that any such representations and warranties which are qualified by materiality, material adverse effect or similar language shall be true and correct in all respects) as of such earlier date).

7.2 Notice of Borrowing; Letter of Credit Request.

(a) Prior to the making of each Term Loan after the Closing Date, the Administrative Agent shall have received a Notice of Borrowing meeting the requirements of Section 2.3.

(b) Prior to the making of each Revolving Credit Loan (other than any Revolving Credit Loan made pursuant to Section 3.4(a)), the Administrative Agent shall have received a Notice of Borrowing meeting the requirements of Section 2.3.

(c) Prior to the issuance of each Letter of Credit, the Administrative Agent and the Letter of Credit Issuer shall have received a Letter of Credit Request meeting the requirements of Section 3.2(a).

Notwithstanding the foregoing, nothing in this Section 7 shall apply with respect to any Credit Event with respect to Incremental Loans, New Loan Commitments, Extended Term Loans, Extended Revolving Credit Loans, Extended Revolving Credit Commitments or Replacement Term Loans, each of which shall be governed by the applicable Joinder Agreement, Extension Amendment or amendment with respect to Replacement Term Loans, as the case may be.

The acceptance of the benefits of each Credit Event shall constitute a representation and warranty by each Credit Party to each of the Lenders that all the applicable conditions specified in Section 7 above have been satisfied as of that time.

Section 8. Representations and Warranties

In order to induce the Lenders to enter into this Agreement, to make the Loans and issue or participate in Letters of Credit as provided for herein, Holdings and the Borrowers make the following representations and warranties to the Lenders, but solely as and when required to be accurate as a condition precedent to a Credit Event as set forth in Section 6 or Section 7 hereof, all of which shall survive the execution and delivery of this Agreement and the making of the Loans and the issuance of the Letters of Credit (it being understood that the following representations and warranties shall be deemed made with respect to any Foreign Subsidiary only to the extent relevant under applicable law):

8.1 Corporate Status. Each Credit Party and each other Restricted Subsidiary (a) is a duly organized (or incorporated) and validly existing corporation, limited liability company or other entity in good standing (if applicable) under the laws of the jurisdiction of its organization (or incorporation) and has the corporate, limited liability company or other organizational power and authority to own its property and assets and to transact the business in which it is engaged and (b) has duly qualified and is authorized to do business and is in good standing (if applicable) in all jurisdictions where it is required to be so qualified, except where the failure to be so qualified or authorized would not reasonably be expected to result in a Material Adverse Effect.

8.2 Corporate Power and Authority. Each Credit Party has the corporate or other organizational power and authority to execute, deliver and carry out the terms and provisions of the Credit Documents to which it is a party and has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of the Credit Documents to which it is a party. Each Credit Party has duly executed and delivered each Credit Document to which it is a party and each such Credit Document constitutes the legal, valid, and binding obligation of such Credit Party enforceable in accordance with its terms (provided that, with respect to the creation and perfection of security interests with respect to Capital Stock and Stock Equivalents of Foreign Subsidiaries, only to the extent enforceability of such obligation with respect to which Capital Stock and Stock Equivalents of Foreign Subsidiaries is governed by the laws of any State of the United States or the District of Columbia), subject to the Legal Reservations and, in the case of the Security Documents, the Perfection Requirements.

8.3 No Violation. Neither the execution, delivery or performance by any Credit Party of the Credit Documents to which it is a party nor compliance with the terms and provisions thereof nor the consummation of the transactions contemplated hereby will (a) contravene any applicable provision of any material law, statute, rule, regulation, order, writ, injunction or decree of any court or governmental instrumentality, (b) result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Lien upon any of the property or assets of such Credit Party or any of the Restricted Subsidiaries (other than Liens created under the Credit Documents or Permitted Liens) pursuant to, the terms of any material indenture, loan agreement, lease agreement, mortgage, deed of trust, agreement or other material instrument to which such Credit Party or any of the Restricted Subsidiaries is a party or by which it or any of its property or assets is bound (any such term, covenant, condition or provision, a "**Contractual Requirement**") or (c) violate any provision of the certificate of incorporation, by-laws, articles or other organizational documents of such Credit Party or any of the Restricted Subsidiaries, in each case of this Section 8.3, except as would not reasonably be expected to result in a Material Adverse Effect.

8.4 Litigation. Except as set forth of Schedule 8.4, there are no actions, suits or proceedings pending or, to the knowledge of the Parent Borrower, threatened in writing against any Credit Party or any other Restricted Subsidiary that would reasonably be expected to result in a Material Adverse Effect.

8.5 Margin Regulations. No part of the proceeds of any Loan or any Letter of Credit will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that results in a violation of the provisions of Regulation U and/or Regulation X.

8.6 Governmental Approvals. The execution, delivery and performance of each Credit Document does not require any consent or approval of, registration or filing with, or 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, consents, approvals, registrations and recordings in respect of the Liens created pursuant to the Security Documents (and to release existing Liens), and (iii) such licenses, approvals, authorizations, registrations, filings or consents the failure of which to obtain or make would not reasonably be expected to result in a Material Adverse Effect.

8.7 Investment Company Act. No Credit Party is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

8.8 True and Complete Disclosure.

(a) As of the Closing Date, none of the written information and written data (taken as a whole) heretofore or contemporaneously furnished by or on behalf of any Credit Party, any of the other Restricted Subsidiaries or any of their respective authorized representatives to the Administrative Agent, any Joint Lead Arranger and/or any Lender on or before the Closing Date (including all such written information and data contained in the Credit Documents) for purposes of or in connection with this Agreement or any transaction contemplated herein, contained any untrue statement of any material fact or omitted to state any material fact necessary to make such information and data (taken as a whole) not materially misleading at such time in light of the circumstances under which such information or data was furnished (after giving effect to all supplements and updates), it being understood and agreed that for purposes of this Section 8.8(a), such factual information and data shall not include *pro forma* financial information, projections, estimates (including financial estimates, forecasts, and other forward-looking information) or other forward looking information and information of a general economic or general industry nature (including all third party memos or reports).

(b) The projections (including financial estimates, forecasts, and other forward-looking information) contained in the information and data referred to in paragraph (a) above were based on good faith estimates and assumptions believed by such Persons to be reasonable at the time made, it being recognized by the Lenders that such projections as to future events are not to be viewed as facts and that actual results during the period or periods covered by any such projections may differ from the projected results and such differences may be material.

(c) As of the Closing Date, the information included in the Beneficial Ownership Certification, if applicable, is true and correct in all respects.

8.9 Financial Condition; Financial Statements.

(a) The Historical Financial Statements present fairly in all material respects the consolidated financial position of the Persons covered thereby at the respective dates of said information, statements and results of operations for the respective periods covered thereby. The financial statements referred to in clause (a) of this Section 8.9 have been prepared in accordance with GAAP consistently applied except to the extent provided in the notes to said financial statements and, in the case of interim financial statements, with respect to the absence of footnotes.

(b) There has been no Material Adverse Effect since the Closing Date.

Each Lender and the Administrative Agent hereby acknowledges and agrees that Holdings and its Subsidiaries may be required to restate historical financial statements as the result of the implementation of changes in GAAP or IFRS, or the respective interpretation thereof, and that such restatements will not result in a Default or an Event of Default under the Credit Documents.

8.10 Compliance with Laws. Each Credit Party and each other Restricted Subsidiary is in compliance with all Requirements of Law applicable to it or its property, except where the failure to be so in compliance would not reasonably be expected to result in a Material Adverse Effect.

8.11 Tax Matters. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (a) each Credit Party and each other Restricted Subsidiary has filed all Tax returns required to be filed by it (including in its capacity as withholding agent) and has timely paid all Taxes payable by it that have become due, and (b) there is no current or proposed Tax assessment, deficiency or other claim against any Credit Party or any other Restricted Subsidiary.

8.12 Compliance with ERISA. Except as would not reasonably be expected to have a Material Adverse Effect, no ERISA Event has occurred.

8.13 Subsidiaries. Schedule 8.13 lists each Subsidiary of Holdings, in each case existing on the Closing Date after giving effect to the Transactions. Schedule 8.13 sets forth, as of the Closing Date, after giving effect to the Transactions, the name and the jurisdiction of organization (or incorporation) of each such Subsidiary and, as to each Subsidiary, the percentage of each class of Capital Stock owned by any Credit Party and the designation of such Subsidiary as a Guarantor, a Restricted Subsidiary or an Unrestricted Subsidiary.

8.14 Intellectual Property. Each Credit Party and each other Restricted Subsidiary owns or has the right to use all Intellectual Property that is used in or otherwise necessary for the operation of their respective businesses as currently conducted, except where the failure of the foregoing would not reasonably be expected to have a Material Adverse Effect.

8.15 Environmental Laws.

(a) Except as would not reasonably be expected to have a Material Adverse Effect: (i) each Credit Party and each other Restricted Subsidiary and their respective operations and properties are in compliance with all applicable Environmental Laws; (ii) no Credit Party or Restricted Subsidiary has received written notice of any Environmental Claim; and (iii) no Credit Party or Restricted Subsidiary is conducting any investigation, removal, remedial or other corrective action pursuant to any Environmental Law at any location.

(b) Except as in compliance with applicable Environmental Laws, no Credit Party or Restricted Subsidiary has treated, stored, transported, Released or arranged for disposal or transport for disposal or treatment of Hazardous Materials at, on, under or from any currently or, formerly owned or operated property nor, to the knowledge of the Parent Borrower, has there been any other Release of Hazardous Materials at, on, under or from any such properties, in each case, in a manner that would reasonably be expected to have a Material Adverse Effect.

8.16 Properties.

(a) Each Credit Party and each Restricted Subsidiary has good and valid record title to, valid leasehold interests in, or rights to use, all properties that are necessary for the operation of their respective businesses as currently conducted and as proposed to be conducted (except where the failure to have such good title or interest would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect), free and clear of all Liens (other than any Liens permitted by this Agreement) and no Mortgage encumbers improved Real Estate that is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards within the meaning of the National Flood Insurance Act of 1968, as amended, unless flood insurance available under such Act has been obtained in accordance with Section 9.3(b).

(b) Set forth on Schedule 1.1(c) is a list of each item of fee-owned real property located in the United States owned by any U.S. Credit Party as of the Closing Date having a Fair Market Value (or, if Fair Market Value is not determinable by the Parent Borrower, book value) in excess of $10,000,000.

8.17 Solvency. On the Closing Date (after giving effect to the Transactions) immediately following the making of the Loans and after giving effect to the application of the proceeds of such Loans, Holdings and its Subsidiaries, on a consolidated basis, are Solvent.

8.18 [Reserved].

8.19 [Reserved].

8.20 Sanctions and Anti-Corruption.

(a) The use of proceeds of the Loans will not directly or indirectly violate Sanctions Laws.

(b) To the extent applicable, each Credit Party and other Restricted Subsidiary is in compliance, in all material respects, with (A) Sanctions Laws, (B) the PATRIOT Act and (C) applicable Anti-Corruption Laws.

(c) No part of the proceeds of the Loans will be used for any payments, directly or indirectly, to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of applicable Anti-Corruption Laws.

(d) No Credit Party or Restricted Subsidiary (i) is currently the target of any Sanctions Laws or (ii) is located, organized or residing in any Designated Jurisdiction. No Loan, nor the proceeds from any Loan, has been or will be used by any Credit Party, directly or indirectly, to fund any activity or business in any Designated Jurisdiction or to fund any activity or business of any Person located, organized or residing in any Designated Jurisdiction or who is the target of any Sanctions Laws in each case in any manner that will result in any violation by any Person (including any Lender, the Joint Lead Arrangers, the Administrative Agent or the Letter of Credit Issuer) of Sanctions Laws.

(e) The representations and warranties given in this Section 8.20 shall not be made by, or sought by, as applicable, (i) any Credit Party or any of its Subsidiaries, or any Lender, insofar as they would violate or expose any such Person or any director, officer or employee thereof to any liability under any anti-boycott or blocking law, regulation or statute that is in force from time to time and applicable to such entity (including without limitation EU Regulation (EC) 2271/96 and Section 4 of the German Foreign Trade Ordinance (Verordnung zur Durchführung des Außenwirtschaftsgesetzes (Außenwirtschaftsverordnung)) or (ii) any Credit Party or any of its Subsidiaries, or any Lender, insofar as such representation would result in a violation of or conflict with the Foreign Extraterritorial Measures Act (Canada).

8.21 Security Interest in Collateral. Except to the extent otherwise contemplated by Schedule 9.14 and subject to the terms of the Legal Reservations, the Perfection Requirements, the provisions of this Agreement and the other relevant Credit Documents, the Security Documents create legal, valid and enforceable Liens on all of the Collateral in favor of the Collateral Agent, for the benefit of itself and the other Secured Parties, and such Liens constitute perfected Liens (with the priority such Liens are expressed to have within the relevant Security Documents) on the Collateral (to the extent such Liens are required to be perfected under the terms of the Credit Documents) securing the Obligations, in each case as and to the extent set forth therein.

Section 9. Affirmative Covenants.

The Borrowers hereby covenant and agree that on the Closing Date and thereafter, until the Termination Date:

9.1 Information Covenants. The Parent Borrower will furnish to the Administrative Agent (which shall promptly make such information available to the Lenders in accordance with its customary practice):

(a) Annual Financial Statements. Commencing with the first fiscal year ending after the Closing Date, promptly once available and in any event on or before the date that is 120 days after the end of each such fiscal year, the consolidated balance sheet of the Parent Borrower and its Restricted Subsidiaries, as at the end of each fiscal year, and the related consolidated statements of operations and cash flows for such fiscal year, and setting forth comparative consolidated and/or combined figures for the preceding fiscal year, all in reasonable detail and prepared in accordance with GAAP, and, in each case, certified by independent certified public accountants of recognized national standing whose opinion shall not be qualified as to the scope of audit or as to the status of the Parent Borrower or any of the Material Subsidiaries (or group of Subsidiaries that together would constitute a Material Subsidiary) as a going concern (other than any exception, explanatory paragraph or qualification, that is expressly solely with respect to, or expressly resulting solely from, (A) an upcoming maturity date under Loans hereunder occurring within one year from the time such opinion is delivered or (B) any breach or anticipated breach of a financial maintenance covenant on a future date or in a future period), together with a management's discussion and analysis of financial information.

(b) Quarterly Financial Statements. Promptly once available and in any event on or before the date that is 45 days after the end of each quarterly accounting period (or 60 days for the first fiscal quarter of the Parent Borrower ending after the Closing Date) of the Parent Borrower ending after the Closing Date, with respect to each of the first three quarterly accounting periods in each fiscal year, the consolidated balance sheet of the Parent Borrower and its Restricted Subsidiaries as at the end of such quarterly period and the related consolidated statements of operations for such quarterly accounting period and for the elapsed portion of the fiscal year ended with the last day of such quarterly period, and the related consolidated statement of cash flows for the elapsed portion of the fiscal year ended with the last day of the applicable quarterly period, and setting forth comparative consolidated and/or combined figures for the related periods in the prior fiscal year or, in the case of such consolidated balance sheet, for the last day of the related period in the prior fiscal year, all of which shall be certified by an Authorized Officer of the Parent Borrower as fairly presenting in all material respects the financial condition, results of operations and cash flows of the Parent Borrower and its Restricted Subsidiaries in accordance with GAAP (except as noted therein), subject to changes resulting from normal year-end adjustments and the absence of footnotes, as required by GAAP, together with a management's discussion and analysis of financial information.

(c) [Reserved].

(d) Officer's Certificates. Not later than five days after the delivery of the financial statements provided for in Sections 9.1(a) and (b), a certificate of an Authorized Officer of the Parent Borrower to the effect that no Default or Event of Default exists or, if any Default or Event of Default does exist, specifying the nature and extent thereof, as the case may be, which certificate shall set forth (i) a specification of any change in the identity of the Restricted Subsidiaries and Unrestricted Subsidiaries as at the end of such fiscal year or period, as the case may be, from the Restricted Subsidiaries and Unrestricted Subsidiaries, respectively, provided to the Lenders on the Closing Date or the most recent fiscal year or period, as the case may be and (ii) evidence demonstrating compliance with Section 10.7 (if then in effect) in reasonable detail, the then applicable Status and underlying calculations in connection therewith.

(e) Notice of Default or Litigation. Promptly after an Authorized Officer of any Credit Party obtains knowledge thereof, notice of (i) the occurrence of any event that constitutes a Default or Event of Default, which notice shall specify the nature thereof, the period of existence thereof and what action any such Credit Party proposes to take with respect thereto (provided that subsequent delivery of a notice of Default or Event of Default shall cure such Event of Default for failure to provide notice, unless an Authorized Officer of the Parent Borrower had actual knowledge that such Default or Event of Default had occurred and was continuing and should have reasonably known in the course of his or her duties that failure to provide such notice would constitute an Event of Default) and (ii) any litigation or governmental proceeding pending against the Parent Borrower or any of the Restricted Subsidiaries that would reasonably be expected to be determined adversely and, if so determined, to result in a Material Adverse Effect.

(f) Notice of Environmental Matters. Promptly after an Authorized Officer of any Credit Party obtains knowledge of any one or more of the following environmental matters, unless such environmental matters would not reasonably be expected to result in a Material Adverse Effect, notice of:

(i) any pending or threatened Environmental Claim against any Credit Party; and

(ii) the conduct of any investigation, or any removal, remedial or other corrective action in response to the actual or alleged presence, Release or threatened Release of any Hazardous Material on, at, under or from any Real Estate.

All such notices shall describe in reasonable detail the nature of the claim, investigation or removal, remedial or other corrective action in response thereto. The term "**Real Estate**" shall mean land, buildings, facilities and improvements owned or leased by any Credit Party or any Restricted Subsidiary.

(g) Other Information. Promptly upon filing thereof, copies of any filings (including on Form10-K, 10-Q or 8-K) or registration statements with, and reports to, the SEC or any analogous Governmental Authority in any relevant jurisdiction by Holdings, the Parent Borrower (or any Parent Entity) or any of the Restricted Subsidiaries (other than amendments to any registration statement (to the extent such registration statement, in the form it becomes effective, is delivered to the Administrative Agent), exhibits to any registration statement and, if applicable, any registration statements on Form S-8) and copies of all financial statements, proxy statements, notices, and reports that Holdings, the Parent Borrower or any other Restricted Subsidiaries shall send to the holders of any publicly issued debt of Holdings, the Parent Borrower and/or any other Restricted Subsidiaries, in their capacity as such holders, lenders or agents (in each case to the extent not theretofore delivered to the Administrative Agent pursuant to this Agreement) and, with reasonable promptness, such other information (financial or otherwise) as the Administrative Agent on its own behalf or on behalf of any Lender (acting through the Administrative Agent) may reasonably request in writing from time to time (including, without limitation, information and documentation for purposes of compliance with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the Patriot Act and the Beneficial Ownership Regulation); provided that none of Holdings, the Parent Borrower nor any other Restricted Subsidiary will be required to disclose or permit the inspection or discussion of, any document, information or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective contractors) is prohibited by law, or any binding agreement or (iii) that is subject to attorney client or similar privilege or constitutes attorney work product.

Notwithstanding the foregoing, the obligations in clauses (a) and (b) of this Section 9.1 may be satisfied with respect to financial information of the Parent Borrower and its Restricted Subsidiaries by furnishing the applicable financial statements of Holdings or any Parent Entity (including by way of the filing of Form 10-K or 10-Q or any similar form with the SEC); provided that, to the extent such information relates to a Parent Entity, such information is accompanied by consolidating or other information (which need not be audited) that explains in reasonable detail the differences between the information relating to such Parent Entity, on the one hand, and the information relating to the Parent Borrower and the Restricted Subsidiaries on a consolidated basis, on the other hand, but only in the event that such differences are, when taken as a whole, material (it being understood and agreed that (i) differences in stockholders' equity, (ii) differences as a result of the adjustment of warrant or similar liabilities to fair value, (iii) differences as a result of equity compensation expense and (iv) differences as a result of customary corporate and public company overheads shall, in each case, be deemed not to be material).

Documents required to be delivered pursuant toclauses (a), (b), and (g) of this Section 9.1 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the earliest date on which (i) the Parent Borrower posts such documents, or provides a link thereto on the Parent Borrower's or a Parent Entity's website on the Internet; (ii) such documents are posted on Parent Borrower's behalf on IntraLinks/IntraAgency or another website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent), or (iii) such financial statements and/or other documents are posted on the SEC's website on the internet at www.sec.gov; provided that (A) the Parent Borrower shall, at the request of the Administrative Agent, continue to deliver copies (which delivery may be by electronic transmission) of such documents to the Administrative Agent and (B) the Parent Borrower shall in any event notify (which notification may be by facsimile or electronic transmission) the Administrative Agent of the posting of any such documents on any website described in this paragraph. Each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such documents from the Administrative Agent and maintaining its copies of such documents.

No financial statement required to be delivered pursuant toSection 9.1(a) or 9.1(b) shall be required to include acquisition or purchase accounting adjustments relating to the Transactions or any Permitted Acquisition or other Investment to the extent it is not practicable to include any such adjustments in such financial statement.

9.2 Books, Records, and Inspections.

(a) Holdings and the Parent Borrower will, and will cause each Restricted Subsidiary to, permit officers and designated representatives of the Administrative Agent or the Required Lenders to visit and inspect any of the properties or assets of Holdings, the Parent Borrower and any such Restricted Subsidiary in whomsoever's possession to the extent that it is within such party's control to permit such inspection (and shall use commercially reasonable efforts to cause such inspection to be permitted to the extent that it is not within such party's control to permit such inspection), and to examine the books and records of Holdings, the Parent Borrower and any such Restricted Subsidiary and discuss the affairs, finances and accounts of Holdings, the Parent Borrower and of any such Restricted Subsidiary with, and be advised as to the same by, its and their officers and independent accountants, all at such reasonable times and intervals and to such reasonable extent as the Administrative Agent or the Required Lenders may desire (and subject, in the case of any such meetings or advice from such independent accountants, to such accountants' customary policies and procedures); provided that, excluding any such visits and inspections during the continuation of an Event of Default, (a) only the Administrative Agent on behalf of the Required Lenders may exercise rights of the Administrative Agent and the Lenders under this Section 9.2, (b) the Administrative Agent shall not exercise such rights more than one time in any calendar year, which visit will be at the Parent Borrower's expense, and (c) notwithstanding anything to the contrary in

this Section 9.2, none of Holdings, the Parent Borrower or any of their Restricted Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by law or any agreement binding on a third-party or (iii) is subject to attorney-client or similar privilege or constitutes attorney work product; provided, further, that when an Event of Default exists, the Administrative Agent (or any of its respective representatives or independent contractors) or any representative of the Required Lenders may do any of the foregoing at the expense of the Parent Borrower at any time during normal business hours and upon reasonable advance notice without limitation on frequency. The Administrative Agent and the Required Lenders shall give Holdings and the Parent Borrower the opportunity to participate in any discussions with Holdings' and the Parent Borrower's independent public accountants.

(b) Holdings and the Parent Borrower will, and will cause each Restricted Subsidiary to maintain proper books of record and account, in which entries that are full, true and correct in all material respects and which are in conformity with GAAP consistently applied shall be made of all material financial transactions and matters involving the assets and business of Holdings, the Parent Borrower and any such Restricted Subsidiary, as the case may be.

9.3 Maintenance of Insurance. (a) Holdings and the Parent Borrower will, and will cause each Material Subsidiary that is a Restricted Subsidiary to, at all times maintain in full force and effect, pursuant to self-insurance arrangements or with insurance companies that the Parent Borrower believes (in the good faith judgment of the management of the Parent Borrower) are financially sound and responsible at the time the relevant coverage is placed or renewed, insurance in at least such amounts (after giving effect to any self-insurance which the Parent Borrower believes (in the good faith judgment of management of the Parent Borrower) is reasonable and prudent in light of the size and nature of its business and the availability of insurance on a cost-effective basis) and against at least such risks (and with such risk retentions) as the Parent Borrower believes (in the good faith judgment of management of the Parent Borrower) is reasonable and prudent in light of the size and nature of their business and the availability of insurance on a cost-effective basis; and will furnish to the Administrative Agent, promptly following written request from the Administrative Agent, information presented in reasonable detail as to the insurance so carried, (b) if (x) any improved portion of any Mortgaged Property is at any time located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a special flood hazard area with respect to which flood insurance has been made available under the National Flood Insurance Act of 1968 (as now or hereafter in effect or successor act thereto) and (y) the Collateral Agent shall have delivered a notice to the Parent Borrower stating that such Mortgaged Property is located in such special flood hazard area with respect to which such flood insurance has been made available, then the applicable Credit Party shall (i) obtain flood insurance in such total amount and in such form as the Administrative Agent or the Lenders may from time to time reasonably require, and otherwise comply with the Flood Insurance Laws, (ii) deliver to the Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent, including, without limitation, a copy of the flood insurance policy and a declaration page relating to the insurance policies required by this Section 9.3 which shall (1) identify the addresses of each property located in a special flood hazard area, (2) indicate the applicable flood zone designation, the flood insurance coverage and the deductible relating thereto, (3) provide that the insurer will give the Administrative Agent 45 days written notice of cancellation or non-renewal and shall include evidence of annual renewals of such insurance and (4) be otherwise in form and substance satisfactory to the Administrative Agent and each Revolving Credit Lender and (c) the Credit Parties shall, subject to Schedule 9.14, in the case of each liability policy, cause such policy to contain an additional insured clause or endorsement that names the Collateral Agent for the benefit of the Secured Parties as additional insured thereunder and, in the case of each casualty insurance policy, such policy to contain a loss payable clause or endorsement that names the Collateral Agent, for the benefit of the Secured Parties as the loss payee thereunder.

9.4 Payment of Taxes. Each Credit Party will pay and discharge, and will cause each of the Restricted Subsidiaries to pay and discharge, all Taxes imposed upon it (including in its capacity as a withholding agent) or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims in respect of any Taxes imposed, assessed or levied that, if unpaid, would reasonably be expected to become a Lien (other than a Permitted Lien) upon any properties of Holdings, the Parent Borrower or any of their Restricted Subsidiaries; provided that none of Holdings, the Parent Borrower or any of their Restricted Subsidiaries shall be required to pay any such Tax for which the failure to pay would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Each Credit Party shall collect all goods and services, harmonized sales, sales, value added and other turn-over taxes payable on the supply by it of goods and/or services to the extent required by any Requirement of Law and remit those amounts so collected to the appropriate Governmental Authority before they are delinquent, except to the extent that the failure to do so would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

9.5 Preservation of Existence; Consolidated Corporate Franchises. Except as the result of a consummation of a Permitted Reorganization, Holdings and the Parent Borrower will, and will cause each Material Subsidiary that is a Restricted Subsidiary to, take all actions necessary (a) to preserve and keep in full force and effect its existence, organizational rights and authority and (b) to maintain its rights, privileges (including its good standing (if applicable)), permits, licenses and franchises necessary in the normal conduct of its business, in each case (other than with respect to the presentation of the existence, organizational rights and authority of Holdings and any Borrower), in each case of clauses (a) and (b), except to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect; provided, however, that Holdings, the Parent Borrower and their Subsidiaries may consummate any transaction permitted under Permitted Investments (including any Permitted Reorganization) and Sections 10.2, 10.3, 10.4, or 10.5.

9.6 Compliance with Statutes, Regulations, Etc. Holdings and the Parent Borrower will, and will cause each Restricted Subsidiary to, (a) comply with all applicable laws, rules, regulations, and orders applicable to it or its property, including, without limitation, applicable Sanctions Laws, applicable Anti-Corruption Laws and the rules and regulations promulgated thereunder, and all governmental approvals or authorizations required to conduct its business, and to maintain all such governmental approvals or authorizations in full force and effect, (b) comply with, and use commercially reasonable efforts to ensure compliance by all tenants and subtenants, if any, with, all Environmental Laws, and obtain and comply with and maintain, and use commercially reasonable efforts to ensure that all tenants and subtenants obtain and comply with and maintain, any and all licenses, approvals, notifications, registrations or permits required by Environmental Laws, and (c) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions required under Environmental Laws and promptly comply with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws, other than such orders and directives which are being timely contested in good faith by proper proceedings, except in each case of (a), (b), and (c) of this Section 9.6, where the failure to do so would not reasonably be expected to result in a Material Adverse Effect; provided that (i) the covenant in Section 9.6(a) shall not be made by or apply to any Credit Party or any of their Subsidiaries or any director, officer or employee thereof insofar as such covenant would result in a violation or conflict with any anti-boycott or blocking law, regulation or statute that is in force from time to time and applicable to such entity (including without limitation EU Regulation (EC) 2271/96 and Section 7 of the German Foreign Trade Ordinance (Verordnung zur Durchführung des Außenwirtschaftsgesetzes (Außenwirtschaftsverordnung)) and (ii) the covenant in Section 9.6(a) shall not be made by or apply to any Credit Party insofar as such covenant would result in a violation of or conflict with the Foreign Extraterritorial Measures Act (Canada).

9.7 Employee Benefit Matters. (i) The Parent Borrower will notify the Administrative Agent promptly following the occurrence of any ERISA Event that would reasonably be expected to result in liability of any Credit Party that would reasonably be expected to have a Material Adverse Effect.

9.8 Maintenance of Properties. Holdings and the Parent Borrower will, and will cause each of the Restricted Subsidiaries to, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear, casualty, and condemnation excepted, except to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect.

9.9 Transactions with Affiliates. The Parent Borrower will conduct, and cause each of the Restricted Subsidiaries to conduct, all transactions with any of its Affiliates (other than Holdings, the Parent Borrower and the Restricted Subsidiaries) involving aggregate payments or consideration in excess of (i) the greater of $2,000,000 and 1.0% of Consolidated EBITDA for the most recently ended Test Period for any individual transaction and (ii) in the case of any transactions not excluded pursuant to the preceding clause (i), the greater of $5,000,000 and 2.5% of Consolidated EBITDA for the most recently ended Test Period in the aggregate, in each case, on terms that are at least substantially as favorable to the Parent Borrower or such Restricted Subsidiary as it would obtain in a comparable arm's-length transaction with a Person that is not an Affiliate, as determined by the Parent Borrower or such Restricted Subsidiary in good faith; provided that the foregoing restrictions shall not apply to:

(a) [reserved];

(b) transactions permitted by Section 10.5;

(c) consummation of the Transactions and the payment of the Transaction Expenses;

(d) (i) any issuance, sale or grant of Capital Stock, Stock Equivalents or other securities, (ii) any subscription agreement or similar agreement pertaining to the repurchase of Capital Stock pursuant to put/call rights and (iii) payments or other transactions pursuant to any management equity plan, employee compensation, benefit plan, stock option plan or arrangement, equity holder arrangement, supplemental executive retirement benefit plan, any health, disability or similar insurance plan, or any employment contract or arrangement and payments pursuant thereto;

(e) any loan or other transaction between or among Holdings, the Parent Borrower and/or one or more Restricted Subsidiaries and/or joint ventures (or any entity that becomes a Restricted Subsidiary or joint venture as a result of such transaction) to the extent not otherwise restricted by this Agreement;

(f) collective bargaining, indemnification, expense reimbursement, employment or severance arrangements or compensatory (including profit sharing) arrangements between Holdings, the Parent Borrower and the Restricted Subsidiaries and their respective officers, employees or consultants (including management and employee benefit plans or agreements, stock option plans and other compensatory arrangements) (including loans and advances in connection therewith);

(g) any Permitted Reorganization and any transaction for the forming of a holding company or reincorporation of a Borrower or a Restricted Subsidiary in a new jurisdiction;

(h) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, members of the board of directors (or similar governing body), officers, employees, members of management, managers, consultants and independent contractors of Holdings, any Parent Entity, the Parent Borrower and/or any of its Restricted Subsidiaries in the ordinary course of business and, in the case of payments to such Person in such capacity on behalf of any Parent Entity, to the extent attributable to the ownership or operations of the Parent Borrower or its subsidiaries or joint ventures;

(i) transactions undertaken pursuant to membership in a purchasing consortium;

(j) transactions pursuant to any agreement or arrangement as in effect as of the Closing Date, or any amendment, modification, supplement or replacement thereto (so long as any such amendment, modification, supplement or replacement is not disadvantageous in any material respect to the Lenders when taken as a whole as compared to the applicable agreement as in effect on the Closing Date as determined by the Parent Borrower in good faith);

(k) the existence and performance of agreements and transactions with any Unrestricted Subsidiary that were entered into prior to the designation of a Restricted Subsidiary as such Unrestricted Subsidiary to the extent that the transaction was permitted at the time that it was entered into with such Restricted Subsidiary and transactions entered into by an Unrestricted Subsidiary with an Affiliate prior to the redesignation of any such Unrestricted Subsidiary as a Restricted Subsidiary; provided that such transaction was not entered into in contemplation of such designation or redesignation, as applicable;

(l) Affiliate repurchases of the Loans or Commitments to the extent permitted hereunder and the holding of such Loans or Commitments and the payments and other transactions contemplated herein in respect thereof;

(m) any customary transactions with a Receivables Subsidiary effected as part of a Receivables Facility;

(n) any Subordinated Shareholder Debt provided to any of Holdings, the Parent Borrower or any Restricted Subsidiary;

(o) (i) transactions with a Person that is an Affiliate (other than an Unrestricted Subsidiary) solely because the Parent Borrower or any Restricted Subsidiary owns Capital Stock in such Person and (ii) transactions with any Person that is an Affiliate solely because a director or officer of such Person is a director or officer of the Parent Borrower, any Restricted Subsidiary or any Parent Entity;

(p) any transaction or transactions approved by a majority of the members of the board of directors (or similar governing body) of the Parent Borrower or a Parent Entity at such time;

(q) guarantees not otherwise restricted by Section 10.1 or Section 10.5;

(r) transactions with customers, clients, suppliers, licensees, joint ventures, purchasers or sellers of goods or services or providers of employees or other labor entered into in the ordinary course of business, which are (i) fair to the Parent Borrower and/or its applicable Restricted Subsidiary in the good faith determination of the board of directors (or similar governing body) of the Parent Borrower or a Parent Entity or, in either case, the senior management thereof or (ii) on terms not substantially less favorable to the Parent Borrower and/or its applicable Restricted Subsidiary as might reasonably be obtained from a Person other than an Affiliate;

(s) the payment of reasonable out-of-pocket costs and expenses related to registration rights and indemnities provided to shareholders under any shareholder agreement and the existence or performance by the Parent Borrower or any Restricted Subsidiary of its obligations under any such registration rights or shareholder agreement;

(t) any transaction in respect of which the Parent Borrower delivers to the Administrative

Agent a letter addressed to the board of directors (or equivalent governing body) of the Parent Borrower or a Parent Entity from an accounting, appraisal or investment banking firm of nationally recognized standing stating that such transaction is fair to the Parent Borrower or such Restricted Subsidiary from a financial point of view or stating that the terms, when taken as a whole, are not substantially less favorable to the Parent Borrower or the applicable Restricted Subsidiary than might be obtained at the time in a comparable arm's length transaction from a Person who is not an Affiliate;

(u) (i) Investments by Affiliates in securities or other Indebtedness of the Parent Borrower or any Restricted Subsidiary (and payment of reasonable out-of-pocket expenses incurred by such Affiliates in connection therewith) so long as the Investment is being offered by the Parent Borrower or such Restricted Subsidiary generally to other investors on the same or more favorable terms and (ii) payments to Affiliates in respect of securities or other Indebtedness of the Parent Borrower or any Restricted Subsidiary contemplated in the foregoing sub-clause (i) or that were acquired from third parties, in each case, in accordance with the terms of such securities or other Indebtedness;

(v) payments to or from, and transactions with, an Unrestricted Subsidiary in the ordinary course of business (including, any cash management or administrative activities related thereto);

(w) any lease entered into between the Parent Borrower or any Restricted Subsidiary, as lessee, and any Affiliate of the Parent Borrower, as lessor, and any transaction(s) pursuant to that lease, which lease is approved by the board of directors or senior management of the Parent Borrower in good faith; and

(x) transactions undertaken in the ordinary course of business pursuant to membership in a purchasing consortium.

9.10 End of Fiscal Years. Holdings and the Parent Borrower will maintain their fiscal year as in effect on the Closing Date; provided, however, that (a) the Parent Borrower may, upon written notice to the Administrative Agent, change its fiscal year end to another date and (b) any Restricted Subsidiary may change its fiscal year to the same fiscal year as the Parent Borrower, and, in each such case of (a) and (b), the Parent Borrower and the Administrative Agent will, and are hereby authorized by the Lenders and all other Persons party hereto to (without requiring the consent of any other Person, including any Lender), make any adjustments to this Agreement that are necessary to reflect such change in fiscal year, including a deferral or other adjustment of the first Excess Cash Flow prepayment date and period following such change to the applicable date and period with respect to such new fiscal year end and adjustments to the financial reporting requirements hereunder.

9.11 Additional Borrowers and Guarantors; Additional Real Estate.

(a) Subject to the Collateral and Guarantee Principles and any applicable limitations set forth in the Security Documents, Holdings, the Parent Borrower and each other Borrower will cause each direct or indirect Restricted Subsidiary (other than any Excluded Subsidiary) formed or otherwise purchased or acquired after the Closing Date (including pursuant to a Permitted Acquisition), and each other Restricted Subsidiary that ceases to constitute an Excluded Subsidiary or that becomes a Borrower, by the date on which Section 9.1 Financials are required to be delivered for the Test Period in which the requirement to comply arose, (a) to execute and deliver a joinder, supplement or substantially similar counterpart to each of the Guarantee and, in the case of a Borrower or Guarantor organized pursuant to the laws of the United States, a State thereof or the District of Columbia, the Security Agreement and (b) if such Restricted Subsidiary owns fee-owned real estate located in the United States (other than Excluded Property or any real estate which such Restricted Subsidiary intends to dispose of pursuant to a Sale Leaseback so long as actually disposed of within 270 days of acquisition (or such longer period as the Administrative Agent may reasonably agree)), to comply with the requirements of Section 9.11(b) as if such real estate had been acquired by a Credit Party.

(b) Subject to the Collateral and Guarantee Principles and any applicable limitations set forth in the Security Documents, if any fee-owned real estate located in the United States (other than Excluded Property or any real estate which the Parent Borrower or applicable Credit Party intends to dispose of pursuant to a Sale Leaseback so long as actually disposed of within 270 days of acquisition (or such longer period as the Administrative Agent may reasonably agree)) is acquired by the Parent Borrower or any other Credit Party organized under the laws of the United States, any State thereof or the District of Columbia after the Closing Date, the Parent Borrower will notify the Collateral Agent in writing by the date on which Section 9.1 Financials are required to be delivered for the Test Period in which the requirement to comply arose and, if requested by the Collateral Agent, the Parent Borrower will cause such assets to be subjected to a Lien securing the Obligations by delivery of a Mortgage. Any Mortgage delivered to the Administrative Agent in accordance with the foregoing shall, if requested by the Collateral Agent, be received by the date that is 120 days after receipt by the Parent Borrower of the request for delivery of a Mortgage and accompanied by (w) to the extent available in the applicable jurisdiction, a policy or policies (or an unconditional binding commitment therefor to be replaced by a final title policy) of title insurance issued by a title insurance company or similar insurer recognized in such jurisdiction, in such amounts as reasonably acceptable to the Administrative Agent not to exceed the Fair Market Value of the applicable Mortgaged Property, insuring the Lien of each Mortgage as a valid first Lien on the Mortgaged Property described therein, free of any other Liens except Permitted Liens and as expressly permitted by Section 10.2 or as otherwise permitted by the Administrative Agent and otherwise in form and substance reasonably acceptable to the Administrative Agent and the Parent Borrower (the "**Title Policy**"), together with (x) such endorsements, coinsurance and reinsurance as the Administrative Agent may reasonably request but only to the extent such endorsements are (i) available in the relevant jurisdiction (provided, in no event shall the Administrative Agent request a creditors' rights endorsement and Borrower may provide a PZR-type zoning report rather than a zoning endorsement) and (ii) available at commercially reasonable rates, (y) with respect to property located in the United States, a completed "Life-of-Loan" Federal Emergency Management Agency Standard Flood Hazard Determination, and if any improvements on such Mortgaged Property are located in a special flood hazard area, (1) a notice about special flood hazard area status and flood disaster assistance duly executed by the applicable Credit Parties and (2) evidence of the insurance required by Section 9.3 in form and substance reasonably satisfactory to the Administrative Agent, and (z) an ALTA survey in a form and substance reasonably acceptable to the Collateral Agent or such existing survey together with a no-change affidavit sufficient for the title company to issue the survey related endorsements and to remove all standard survey exceptions from the Title Policy related to such Mortgaged Property and issue the endorsements required in clause (x) above.

9.12 [Reserved].

9.13 Use of Proceeds.

(a) On the Closing Date, the Borrowers will use (i) the proceeds of the Initial Term Loans to effect the Transactions and for general corporate purposes of the Parent Borrower and its Subsidiaries and (ii) the proceeds of borrowings under the Revolving Credit Facility to (A) effect all or a portion of the Closing Date Refinancing, (B) to replace, backstop or cash collateralize existing letters of credit, bank guarantees, bankers' acceptances and similar documents and instruments, (C) for purchase price and/or working capital adjustments, if any, under the Transaction Agreement, (D) for working capital purposes and (E) in an amount not to exceed $45,000,000, to pay Transaction Expenses.

(b) After the Closing Date, the Borrowers will use Letters of Credit and Revolving Loans for working capital and general corporate purposes (including any transaction not prohibited by the Credit Document).

(c) The Borrowers shall not use the proceeds of any Loans or Letters of Credit in a manner that would result in the representation and warranties set forth in Section 8.20 being inaccurate; provided that this covenant shall not be made by, or sought by, as applicable, (i) any Credit Party or any of its Subsidiaries, or any Lender, insofar as they would violate or expose any such Person or any director, officer or employee thereof to any liability under any anti-boycott or blocking law, regulation or statute that is in force from time to time and applicable to such entity (including without limitation EU Regulation (EC) 2271/96 and Section 4 of the German Foreign Trade Ordinance (Verordnung zur Durchführung des Außenwirtschaftsgesetzes (Außenwirtschaftsverordnung)) or (ii) any Credit Party or any of its Subsidiaries, or any Lender, insofar as such representation would result in a violation of or conflict with the Foreign Extraterritorial Measures Act (Canada).

9.14 Further Assurances.

(a) Subject to the Collateral and Guarantee Principles and the terms of Sections 9.11, this Section 9.14 and the Security Documents, Holdings, the Parent Borrower and each other Borrower will, and will cause each other Credit Party to, execute any and all further documents, financing statements, agreements, and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust, and other documents) that may be required under any applicable law, or that the Collateral Agent or the Required Lenders may reasonably request, in order to grant, preserve, protect, and perfect the validity and priority of the security interests created or intended to be created by the applicable Security Documents, all at the expense of Holdings, the Parent Borrower and the Restricted Subsidiaries (provided that, for the avoidance of doubt, no action shall be required to be taken with respect to any Excluded Property).

(b) Post-Closing Covenant. Holdings and the Parent Borrower agree that they will, or will cause their relevant Subsidiaries to, take the actions described on Schedule 9.14, in each case, as soon as commercially reasonable and by no later than the date set forth in Schedule 9.14 with respect to such action or such later date as the Administrative Agent may reasonably agree.

9.15 Maintenance of Ratings. Holdings will use commercially reasonable efforts to obtain and maintain a public corporate family and/or corporate credit rating, as applicable, and the Parent Borrower and the Subsidiary Borrower will use commercially reasonable efforts to obtain and maintain ratings in respect of the Term Loans (but not maintain any specific rating), in each case, from each of S&P and Moody's.

9.16 Lines of Business. Holdings, the Parent Borrower and the Restricted Subsidiaries, taken as a whole, will not fundamentally and substantively alter the character of their business, taken as a whole, from the business conducted by Holdings and the Parent Borrower and their Subsidiaries, taken as a whole, on the Closing Date and other business activities that are extensions thereof or otherwise incidental, synergistic, reasonably related, or ancillary to any of the foregoing (and non-core incidental businesses acquired in connection with any Permitted Acquisition or other permitted Investment).

9.17 Designation of Subsidiaries. The Parent Borrower may at any time after the Closing Date designate (or subsequently re-designate) any Restricted Subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that immediately before and after giving effect to such designation on a Pro Forma Basis, no Event of Default under Section 11.1 or 11.5 (with respect to a Borrower) shall have occurred and be continuing. The designation of any Restricted Subsidiary as an

Unrestricted Subsidiary after the Closing Date shall constitute an Investment by each relevant Borrower or Restricted Subsidiary therein at the date of designation in an amount equal to the Fair Market Value of the net assets of such Subsidiary attributable to each such Person's equity Investment therein as determined by the Borrower in good faith; provided that if any subsidiary (a "**Subject Subsidiary**") being designated as an Unrestricted Subsidiary has a subsidiary that was previously designated as an Unrestricted Subsidiary (the "**Previously Designated Unrestricted Subsidiary**") in compliance with the provisions of this Agreement, the Investment of such Subject Subsidiary in such Previously Designated Unrestricted Subsidiary shall not be taken into account, and shall be excluded, in determining whether the Subject Subsidiary may be designated as an Unrestricted Subsidiary hereunder. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute (i) the incurrence at the time of designation of any Indebtedness or Liens of such Subsidiary existing at such time (as applicable), (ii) a return on any Investment by each relevant Restricted Subsidiary in such Subsidiary pursuant to the preceding sentence in an amount equal to the Fair Market Value as of the date of such designation of the net assets of such Subsidiary attributable to each such Person's equity Investment in such Subsidiary as determined by the Parent Borrower in good faith and (iii) the formation or acquisition of a Restricted Subsidiary for purposes of Section 9.11. Notwithstanding anything to the contrary in this Agreement, (x) the Parent Borrower shall not designate as an Unrestricted Subsidiary any Restricted Subsidiary that owns Material IP at the time of designation and (y) the Parent Borrower and its Restricted Subsidiaries shall not consummate any transfer of title (or transfer of similar effect) of Material IP to any Unrestricted Subsidiary. For purposes of the preceding sentence, any transfer of title (or transfer of similar effect) with respect to Material IP shall not be deemed or interpreted to include a transfer in the form of a non-exclusive intellectual property license or any intellectual property license that is only exclusive with respect to a particular type or field (or types or fields) of usage or a certain territory or group of territories.

Section 10. Negative Covenants

Each of Holdings (solely with respect to Section 10.9) and the Borrowers hereby covenants and agrees that on the Closing Date (immediately after consummation of the Acquisition) and thereafter until the Termination Date:

10.1 Limitation on Indebtedness. The Parent Borrower will not, and will not permit any Restricted Subsidiary to, create, incur, issue, assume, guarantee or otherwise become liable, contingently or otherwise (collectively, "**incur**" and collectively, an "**incurrence**"), with respect to any Indebtedness (including Acquired Indebtedness), and the Parent Borrower will not issue any shares of Disqualified Stock and will not permit any Restricted Subsidiary to issue any shares of Disqualified Stock or, in the case of Restricted Subsidiaries that are not Guarantors or Borrowers, preferred stock that are not otherwise pledged as Collateral (the "**Non-Guarantor Subsidiary Preferred Stock**"); provided that the Parent Borrower and/or any Restricted Subsidiary may incur Indebtedness (including Acquired Indebtedness) or issue shares of Disqualified Stock or Non-Guarantor Subsidiary Preferred Stock in an aggregate amount up to the Maximum Incremental Facilities Amount (any such obligations that are secured, "**Secured Ratio Debt**" and any such obligations that are not Indebtedness or not secured, "**Unsecured Ratio Debt**", and collectively, "**Ratio Debt**"); provided that (i) the amount of Indebtedness (other than Acquired Indebtedness) and Disqualified Stock and Non-Guarantor Subsidiary Preferred Stock that may be incurred pursuant to the foregoing by Restricted Subsidiaries that are not Guarantors shall not exceed the greater of $67,000,000 and 35.0% of Consolidated EBITDA for the most recently ended Test Period; (ii) subject to the Inside Maturity Exceptions and other than in the case of Acquired Indebtedness, Ratio Debt shall not mature earlier than the Initial Term Loan Maturity Date or have a weighted average life to maturity shorter than the remaining weighted life to maturity of the Initial Term Loans (in each case as in effect at the time of incurrence or establishment of the commitment thereof) and (iii) if such Ratio Debt is Indebtedness secured by Collateral, the Intercreditor Agreement Requirement shall apply.

The foregoing limitations will not apply to:

(a) Indebtedness arising under the Credit Documents;

(b) [reserved];

(c) (i) Indebtedness (including any unused commitment) outstanding or contemplated on the Closing Date and, in the case of any item of Indebtedness individually in excess of $10,000,000 (determined by reference to exchange rates as of the Closing Date), listed on Schedule 10.1 and (ii) intercompany Indebtedness among Holdings, the Parent Borrower and/or any Restricted Subsidiary (including any unused commitment) outstanding on the Closing Date;

(d) Indebtedness (including Finance Lease Obligations and Purchase Money Indebtedness) and Disqualified Stock and preferred stock incurred by the Parent Borrower or any Restricted Subsidiary to finance the purchase, lease, construction, installation, maintenance, replacement or improvement of property (real or personal) or equipment that is used or useful in a Similar Business, whether through the direct purchase of assets or the Capital Stock of any Person owning such assets and Indebtedness arising from the conversion of the obligations of the Parent Borrower or any Restricted Subsidiary under or pursuant to any "synthetic lease" transactions to on-balance sheet Indebtedness of the Parent Borrower or such Restricted Subsidiary, in an aggregate principal amount which, when aggregated with the principal amount of all other Indebtedness, Disqualified Stock and Non-Guarantor Subsidiary Preferred Stock then outstanding and incurred pursuant to this clause (d) and all Refinancing Indebtedness incurred to refinance any other Indebtedness, Disqualified Stock and Non-Guarantor Subsidiary Preferred Stock incurred pursuant to this clause (d), does not exceed the greater of $96,000,000 and 50.0% of Consolidated EBITDA for the most recently ended Test Period; provided that Finance Lease Obligations incurred by the Parent Borrower or any Restricted Subsidiary pursuant to this clause (d) in connection with a Permitted Sale Leaseback shall not be subject to the foregoing limitation so long as the Net Cash Proceeds of such Permitted Sale Leaseback are used by the Parent Borrower or such Restricted Subsidiary to permanently repay outstanding Term Loans, other Indebtedness secured by a Lien on the assets subject to such Permitted Sale Leaseback (excluding any Lien ranking junior to the Lien securing the Obligations) or Other First Lien Obligations;

(e) Indebtedness incurred by the Parent Borrower or any Restricted Subsidiary (including obligations with respect to letters of credit, bank guarantees, surety bonds, performance bonds or similar instruments) in respect of workers' compensation claims (or in respect of reimbursement type obligations regarding workers' compensation claims), performance or surety bonds, health, disability or other employee benefits or property (including unemployment insurance and premiums related thereto), other types of social security, pension obligations, vacation pay, health, disability or other benefits, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement or indemnification type obligations regarding workers' compensation claims, performance or surety bonds, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance;

(f) Indebtedness arising from any agreement providing for indemnification, adjustment of purchase price or similar obligations (including contingent earn-out or similar obligations), or payment obligations in respect of any non-compete, consulting or similar arrangements, in each case incurred in connection with any disposition permitted hereunder, any acquisition or other Investment permitted hereunder or consummated prior to the Closing Date or any other purchase of assets or Capital Stock, and Indebtedness arising from guaranties, letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments securing the performance of the Borrower or any such Restricted Subsidiary pursuant to any such agreement;

(g) Indebtedness of the Parent Borrower owing to Holdings or a Restricted Subsidiary; provided that any such Indebtedness owing to a Restricted Subsidiary that is not a Credit Party or to Holdings is subordinated (within 120 days of the Closing Date for such Indebtedness existing or created on the Closing Date (or such later date as the Administrative Agent may agree)) in right of payment to the Obligations on terms reasonably satisfactory to the Administrative Agent; provided, further, that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such Indebtedness (except to another Credit Party or another Restricted Subsidiary) shall be deemed, in each case to be an incurrence of such Indebtedness not permitted by this clause (g);

(h) Indebtedness of a Restricted Subsidiary owing to the Parent Borrower or another Restricted Subsidiary; provided that (i) if a Credit Party incurs such Indebtedness owing to a Restricted Subsidiary that is not a Credit Party, such Indebtedness is subordinated (within 120 days of the Closing Date for such Indebtedness existing or created on the Closing Date (or such later date as the Administrative Agent may agree)) in right of payment to the Obligations of such Credit Party on terms reasonably satisfactory to the Administrative Agent and (ii) if a Restricted Subsidiary that is not a Credit Party incurs such Indebtedness owing to a Credit Party, such Indebtedness is a Permitted Investment; provided, further, that any subsequent transfer of any such Indebtedness (except to the Parent Borrower or another Restricted Subsidiary) shall be deemed, in each case to be an incurrence of such Indebtedness not permitted by this clause (h);

(i) shares of Disqualified Stock or preferred stock of a Restricted Subsidiary issued to the Parent Borrower or another Restricted Subsidiary; provided that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such shares of Disqualified Stock or preferred stock (except to the Parent Borrower or another Restricted Subsidiary) shall be deemed in each case to be an issuance of such shares of Disqualified Stock or preferred stock not permitted by this clause (i);

(j) Hedging Obligations (excluding Hedging Obligations entered into for speculative purposes);

(k) obligations in respect of self-insurance, tenders, statutory obligations (including health, safety and environmental obligations), bids, leases, governmental contracts, trade contracts, surety, indemnity, stay, customs, judgment, appeal, performance, completion and/or return of money bonds or guaranties or other similar obligations incurred in the ordinary course of business, or obligations in respect of letters of credit, bank guarantees, surety bonds or similar instruments related thereto;

(l) Indebtedness or Disqualified Stock of the Parent Borrower or any Restricted Subsidiary, or Non-Guarantor Subsidiary Preferred Stock, in an aggregate principal amount or liquidation preference, which when aggregated with the principal amount and liquidation preference of all other Indebtedness, Disqualified Stock or Non-Guarantor Subsidiary Preferred Stock then outstanding and incurred pursuant to this clause (l), does not at any one time outstanding exceed the sum of (i) the greater of $67,000,000 and 35.0% of Consolidated EBITDA for the most recently ended Test Period, *plus* (ii) clause (d) of the definition of Available Amount *plus* (iii) clause (j) of the Available Amount (solely as it relates to clause (d) of the "Available Amount" set forth in the Existing Debt Facilities as of the Closing Date); provided that the outstanding principal amount or liquidation preference of such Indebtedness, Disqualified Stock or Non-Guarantor Subsidiary Preferred Stock pursuant to clause (ii) and clause (iii) shall reduce the Available Amount accordingly *minus* (iv) any portion of the basket set forth in this clause (l) that the Parent Borrower elects to instead apply to clause (y) of the Shared Incremental Amount, to the extent and for the duration of such application;

(m) the incurrence or issuance by the Parent Borrower or any Restricted Subsidiary of Indebtedness or Disqualified Stock or preferred stock (the "**Refinancing Indebtedness**") which serves to refinance, replace, refund, extend, renew, defease, restructure, amend, restate or otherwise modify (collectively, "**refinance**") any Indebtedness or Disqualified Stock incurred as permitted under the first paragraph of this Section 10.1 or clause (c), (d), this clause (m) or clause (y) or (z) of this Section 10.1 or any Indebtedness or Disqualified Stock or preferred stock issued to so refinance such Indebtedness, Disqualified Stock or preferred stock prior to its respective maturity; provided, that (1) the aggregate principal amount or liquidation preference of such Refinancing Indebtedness does not exceed (x) the aggregate principal amount or liquidation preference of the Indebtedness or Disqualified Stock or preferred stock being refinanced, plus (y) the aggregate amount of fees, underwriting discounts, premiums, and other costs and expenses and accrued and unpaid interest incurred in connection with such refinancing, (2) in the case of Refinancing Indebtedness with respect to Ratio Debt or Indebtedness pursuant to clause (y) or (z) of this Section 10.1, subject to the Inside Maturity Exceptions, such Refinancing Indebtedness has a weighted average life to maturity at the time such Refinancing Indebtedness is incurred which is not less than the remaining weighted average life to maturity of the Indebtedness or Disqualified Stock or preferred stock being refinanced (in each case, as in effect at the time thereof), (3) to the extent such Refinancing Indebtedness refinances (i) Indebtedness that is unsecured or secured by a Lien ranking junior to the Liens securing the Obligations, such Refinancing Indebtedness is unsecured or secured by a Lien ranking junior to the Liens securing the Obligations, (ii) Disqualified Stock or preferred stock, such Refinancing Indebtedness must be Disqualified Stock or preferred stock, respectively, and (iii) Indebtedness subordinated to the Obligations, such Refinancing Indebtedness is subordinated to the Obligations at least to the same extent as the Indebtedness being refinanced and (4) such Refinancing Indebtedness shall not include Indebtedness, Disqualified Stock or preferred stock of a Subsidiary of the Parent Borrower that is not a Borrower or a Guarantor that refinances Indebtedness, Disqualified Stock or preferred stock of a Borrower or a Guarantor;

(n) Indebtedness in connection with bankers' acceptances, discounted bills of exchange or the discounting or factoring of receivables for credit management purposes, in each case incurred or undertaken in the ordinary course of business on arm's-length commercial terms and (ii) the incurrence of Indebtedness attributable to the exercise of appraisal rights or the settlement of any claims or actions (whether actual, contingent or potential) with respect to the Transactions or any other acquisition (by merger, consolidation or amalgamation or otherwise) in accordance with the terms hereof;

(o) Indebtedness arising from 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;

(p) (i) Indebtedness of the Parent Borrower or any Restricted Subsidiary supported by a letter of credit, to the extent of the stated amount of such letter of credit, so long as such letter of credit is otherwise permitted to be incurred pursuant to this Section 10.1 or (ii) obligations in respect of letters of support, guarantees or similar obligations issued, made or incurred for the benefit of any Subsidiary of the Parent Borrower to the extent required by law or in connection with any statutory filing or the delivery of audit opinions performed in jurisdictions other than within the United States;

(q) (i) any guarantee by the Parent Borrower or a Restricted Subsidiary of Indebtedness or other obligations of any Restricted Subsidiary so long as in the case of a guarantee of Indebtedness by a Restricted Subsidiary that is not a Guarantor, such Indebtedness could have been incurred directly by the Restricted Subsidiary providing such guarantee and (ii) any guarantee by a Credit Party or Restricted Subsidiary of Indebtedness or other obligations of any Credit Party;

(r) Indebtedness of Restricted Subsidiaries that are not Guarantors in an amount not to exceed, in the aggregate at any one time outstanding, the greater of $67,000,000 and 35.0% of Consolidated EBITDA for the most recently ended Test Period;

(s) Indebtedness of the Parent Borrower or any Restricted Subsidiary consisting of (i) the financing of insurance premiums, (ii) take or pay obligations contained in supply arrangements, (iii) obligations to reacquire assets or inventory in connection with customer financing arrangements or (iv) obligations in respect of any incentive, supplier finance, license, sublicense or similar programs, in each case in the ordinary course of business;

(t) Indebtedness of the Parent Borrower or any Restricted Subsidiary undertaken in connection with cash management and related activities with respect to any Subsidiary or joint venture in the ordinary course of business, including with respect to financial accommodations of the type described in the definition of Cash Management Services;

(u) Indebtedness consisting of Indebtedness issued by the Parent Borrower or any Restricted Subsidiary to future, current or former officers, directors, managers and employees thereof, their respective estates, spouses or former spouses, in each case to finance the purchase or redemption of Equity Interests of the Parent Borrower or any Parent Entity of the Parent Borrower to the extent described in clause (iv) of Section 10.5(b);

(v) Indebtedness of the Parent Borrower or any Restricted Subsidiary in respect of lines of credit secured by inventory (and customary related assets, as determined by the Parent Borrower in good faith) in an aggregate principal amount not to exceed the greater of $43,000,000 and 22.5% of Consolidated EBITDA for the most recently ended Test Period at any time outstanding;

(w) Indebtedness of any joint venture or Indebtedness of the Parent Borrower or any Restricted Subsidiary incurred on behalf of any joint venture or any guarantees by the Parent Borrower or any Restricted Subsidiary of Indebtedness of any joint venture in an aggregate outstanding principal amount for all such Indebtedness not to exceed at any time the greater of $80,000,000 and 40.0% of Consolidated EBITDA as of the last day of the most recently ended Test Period;

(x) Indebtedness in connection with Receivables Facilities;

(y) Indebtedness in respect of Permitted Debt Exchange Notes incurred pursuant to a Permitted Debt Exchange in accordance with Section 2.15;

(z) Indebtedness of a Person or acquired assets that is the subject of a Permitted Acquisition or other permitted acquisition or Investment, which Indebtedness was in existence at the time of such Permitted Acquisition or other permitted acquisition or Investment and not incurred in contemplation thereof, and extensions, renewals and replacements of any such Indebtedness that do not increase the principal amount thereof (except to the extent such increased principal amount would otherwise be permitted pursuant to this Agreement);

(aa) Indebtedness arising under any bank guarantee, surety (Bürgschaft) or any other instrument issued by a bank or financial institution upon request of a Restricted Subsidiary in order to comply with the requirements under section 8a of the German Act on Partial Retirement (Altersteilzeitgesetz) or under section 7e of the Fourth Book of the German Social Code (Sozialgesetzbuch IV) or any guarantee given pursuant to the aforementioned sections;

(bb) Indebtedness representing deferred compensation or similar arrangements to any future, present or former employees, directors, officers, managers, members, partners, independent contractors or consultants of the Parent Borrower (or any Parent Entity) or any of the Restricted Subsidiaries, including such obligations incurred in connection with any Permitted Acquisition or other Investment permitted hereby;

(cc) (i) guarantees by the Parent Borrower and/or any Restricted Subsidiary of the obligations of suppliers, customers, franchisees, licensees, sublicensees and cross-licensees in the ordinary course of business, (ii) Indebtedness (A) incurred in the ordinary course of business in respect of obligations of the Parent Borrower and/or any Restricted Subsidiary to pay the deferred purchase price of property or services or progress payments in connection with such property and services or (B) consisting of obligations under deferred purchase price or other similar arrangements incurred in connection with Permitted Acquisitions or any other Investment expressly permitted hereunder and (iii) Indebtedness in respect of letters of credit, bankers' acceptances, bank guaranties or similar instruments supporting trade payables, warehouse receipts or similar facilities entered into in the ordinary course of business;

(dd) endorsement of instruments or other payment items for collection or deposit in the ordinary course of business;

(ee) Indebtedness of the Parent Borrower and/or any Restricted Subsidiary incurred in connection with Sale Leasebacks permitted pursuant toclause (aa)(iii) of the definition of "Asset Sale";

(ff) Indebtedness of the Parent Borrower and/or any Restricted Subsidiary in respect of any letter of credit or bank guarantee issued in favor of any issuing bank or swingline lender to support any defaulting lender's participation in letters of credit issued, or swingline loans made, hereunder or under any other letter of credit facility;

(gg) customer deposits and advance payments received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business;

(hh) [reserved];

(ii) Indebtedness that constitutes Disqualified Stock in an aggregate outstanding principal amount not to exceed the greater of $67,000,000 and 35.0% of Consolidated EBITDA as of the last day of the most recently ended Test Period; and

(jj) obligations in respect of letters of support, guarantees or similar obligations issued, made or incurred for the benefit of any subsidiary of the Parent Borrower to the extent required by law or in connection with any statutory filing or the delivery of audit opinions performed in jurisdictions other than within the United States.

Accrual of interest or dividends, the accretion of accreted value, the accretion or amortization of original issue discount and the payment of interest or dividends in the form of additional Indebtedness, Disqualified Stock or preferred stock will not be deemed to be an incurrence of Indebtedness, Disqualified Stock or preferred stock for purposes of this covenant. Any Refinancing Indebtedness and any Indebtedness incurred to refinance Indebtedness incurred pursuant to clause (a) above shall be permitted to include additional Indebtedness, Disqualified Stock or preferred stock incurred to pay premiums (including reasonable tender premiums), defeasance costs, fees, and expenses in connection with such refinancing. If any Indebtedness is denominated in a currency other than Dollars or incurred to refinance Indebtedness denominated in a currency other than Dollars, no Dollar-denominated restriction hereunder shall be deemed to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed (x) the principal amount of such Indebtedness being refinanced, *plus* (y) the aggregate amount of fees, underwriting discounts, premiums, and other costs and expenses and accrued and unpaid interest incurred in connection with such refinancing, based on exchange rates determined in accordance with Section 1.6(a) on the date of refinancing or the date of determination pursuant to section 1.11(c).

10.2 Limitation on Liens. The Parent Borrower will not, and will not permit any of the Restricted Subsidiaries to, create, incur, assume or suffer to exist any Lien upon any property or assets of any kind (real or personal, tangible or intangible) of the Parent Borrower or any Restricted Subsidiary, whether now owned or hereafter acquired, except if such Lien is a Permitted Lien. No Lien shall be deemed to be created, incurred, assumed or suffered to exist solely by reason of the accretion of interest, liquidation preference, premium or any other similar accrual with respect to Indebtedness or any other obligation.

10.3 Limitation on Fundamental Changes. The Parent Borrower will not, and will not permit any of the Restricted Subsidiaries to, consummate any merger, consolidation or amalgamation, or divide, liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or convey, sell, lease, assign, transfer or otherwise dispose of, all or substantially all its business units, assets or other properties, except that:

(a) so long as no Event of Default has occurred and is continuing or would result therefrom, any Subsidiary of the Parent Borrower or any other Person may be merged, amalgamated or consolidated with or into the Parent Borrower or any other Borrower; provided that (A) the Parent Borrower or such other Borrower shall be the continuing or surviving Person or (B) if the Person formed by or surviving any such merger, amalgamation or consolidation is not a Borrower (such other Person, the "**Successor Borrower**"), (1) the Successor Borrower shall be an entity organized, incorporated or existing under the laws of the United States, any state thereof, the District of Columbia or any other jurisdiction reasonably acceptable to the Administrative Agent, (2) the Successor Borrower shall expressly assume all the obligations of the Parent Borrower or such other Borrower under this Agreement and the other Credit Documents pursuant to a supplement hereto or thereto in a form reasonably satisfactory to the Administrative Agent, (3) each Guarantor, unless it is the other party to such merger, amalgamation or consolidation, shall have by a supplement to the Guarantee confirmed that its guarantee thereunder shall apply to any Successor Borrower's obligations under this Agreement, (4) each Subsidiary grantor and each Subsidiary pledgor, unless it is the other party to such merger, amalgamation or consolidation, shall have by a supplement to any applicable Security Document affirmed that its obligations thereunder shall apply to its Guarantee as reaffirmed pursuant to clause (3), (5) each mortgagor of a Mortgaged Property, unless it is the other party to such merger, amalgamation or consolidation, shall have affirmed that its obligations under the applicable Mortgage shall apply to its Guarantee as reaffirmed pursuant to clause (3), and (6) the Successor Borrower shall have delivered to the Administrative Agent an officer's certificate stating that such merger, amalgamation, or consolidation and such supplements preserve the enforceability of the Guarantee and the perfection and priority of the Liens under the applicable Security Documents (it being understood that if the foregoing are satisfied, the Successor Borrower will succeed to, and be substituted for, the applicable Borrower under this Agreement);

(b) so long as no Event of Default has occurred and is continuing or would result therefrom, any Subsidiary of the Parent Borrower or any other Person (in each case, other than any Borrower) may be merged, amalgamated or consolidated with or into any one or more Subsidiaries of the Parent Borrower; provided that (i) in the case of any merger, amalgamation or consolidation involving one or more Restricted Subsidiaries, (A) a Restricted Subsidiary shall be the continuing or surviving Person or (B) the Parent Borrower, as applicable, shall cause the Person formed by or surviving any such merger, amalgamation or consolidation (if other than a Restricted Subsidiary) to become a Restricted Subsidiary and (ii) in the case of any merger, amalgamation or consolidation involving one or more Guarantors, either

(A) a Guarantor shall be the continuing or surviving Person or the Person formed by or surviving any such merger, amalgamation or consolidation shall execute a supplement to the Guarantee and the relevant Security Documents in form and substance reasonably satisfactory to the Administrative Agent in order to become a Guarantor and pledgor, mortgagor and grantor, as applicable, thereunder for the benefit of the Secured Parties or (B) such transaction shall be treated as resulting in an Investment in an amount equal to the Fair Market Value of the net assets ceasing to be owned by a Guarantor as a result thereof;

(c) the Transactions may be consummated;

(d) (i) any Restricted Subsidiary that is not a Credit Party may convey, sell, lease, assign, transfer or otherwise dispose of any or all of its assets (upon voluntary liquidation or dissolution or otherwise) to the Parent Borrower or any other Restricted Subsidiary or (ii) any Credit Party may convey, sell, lease, assign, transfer or otherwise dispose of any or all of its assets (upon voluntary liquidation or dissolution or otherwise) to any other Credit Party or any other Restricted Subsidiary (provided that in respect of any such conveyance, sale, lease, assignment, transfer or other disposition from a Credit Party to a non-Credit Party, such transfer is a Permitted Investment or would qualify as such if structured as an Investment);

(e) any Subsidiary may convey, sell, lease, assign, transfer or otherwise dispose of any or all of its assets (upon voluntary liquidation or dissolution or otherwise) to a Restricted Subsidiary; provided that the consideration for any such disposition received by any Person other than a Guarantor shall not exceed the fair value of such assets;

(f) any Restricted Subsidiary (other than a Borrower) may liquidate or dissolve if the Parent Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Parent Borrower and is not materially disadvantageous to the Lenders;

(g) the Parent Borrower and the Restricted Subsidiaries may consummate a merger, dissolution, liquidation, consolidation, investment or conveyance, sale, lease, assignment or disposition, the purpose of which is to effect a transaction permitted by Section 10.4, a disposition or issuance of Equity Interests that is not an Asset Sale, a transaction permitted pursuant to Section 10.5 or an investment that constitutes a Permitted Investment; and

(h) any Restricted Subsidiary (excluding any Borrower unless consented to by the Administrative Agent, such consent not to be unreasonably withheld, delayed or conditioned) may (1) change its legal form, (2) reincorporate into or reorganize pursuant to the laws of a state, commonwealth or territory of the United States or (3) reincorporate into or reorganize pursuant to the laws of any other jurisdiction (provided in the case of this clause (3) that either such reincorporation or reorganization does not disadvantage the Secured Parties in respect of any Guarantees or the Collateral or is treated by the Parent Borrower as an Investment to the extent of the Fair Market Value of the net assets of such Restricted Subsidiary that cease to be owned by a Credit Party as a result thereof).

10.4 Limitation on Sale of Assets. The Parent Borrower will not, and will not permit any Restricted Subsidiary to, consummate an Asset Sale, unless:

(a) the Parent Borrower or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the Fair Market Value (determined at the time of contractually agreeing to such Asset Sale) of the assets sold or otherwise disposed of; and

(b) except in the case of a Permitted Asset Swap, if the property or assets sold or otherwise disposed of have a Fair Market Value in excess of (i) the greater of $19,000,000 and 10.0% of Consolidated EBITDA for the most recently ended Test Period in the case of any individual transaction or series of related transactions and (ii) in the case of any transactions not excluded pursuant to the preceding clause (i), the greater of $29,000,000 and 15.0% of Consolidated EBITDA for the most recently ended Test Period in any fiscal year of the Parent Borrower, at least 75.0% of the consideration therefor received by the Parent Borrower or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; provided that the amount of:

(i) any liabilities (as reflected on the Parent Borrower's most recent consolidated balance sheet or in the footnotes thereto, or if incurred or accrued subsequent to the date of such balance sheet, such liabilities that would have been reflected on the Parent Borrower's consolidated balance sheet or in the footnotes thereto if such incurrence or accrual had taken place on or prior to the date of such balance sheet, as determined in good faith by the Parent Borrower) of the Parent Borrower, any other Borrower or any Restricted Subsidiary, other than liabilities that are by their terms Junior Debt, that are assumed by the transferee of any such assets (or are otherwise extinguished in connection with the transactions relating to such Asset Sale) and for which the Parent Borrower, other Borrowers and all such Restricted Subsidiaries have been validly released by all applicable creditors in writing;

(ii) any securities, notes or other obligations or assets received by the Parent Borrower or such Restricted Subsidiary from such transferee that are converted by the Parent Borrower or such Restricted Subsidiary into cash or Cash Equivalents, or by their terms are required to be satisfied for cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received), in each case, within 180 days following the closing of such Asset Sale;

(iii) Indebtedness, other than liabilities that are by their terms Junior Debt, that are of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Sale, to the extent that the Parent Borrower and all Restricted Subsidiaries have been validly released from any Guarantee of payment of such Indebtedness in connection with such Asset Sale; and

(iv) any Designated Non-Cash Consideration received by the Parent Borrower or such Restricted Subsidiary in such Asset Sale having an aggregate Fair Market Value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (iv) that is at that time outstanding, not to exceed the greater of $48,000,000 and 25.0% of Consolidated EBITDA for the most recently ended Test Period, with the Fair Market Value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value,

shall be deemed to be cash for purposes of this Section 10.4 of this provision and for no other purpose.

(c) Pending the final application of any Net Cash Proceeds pursuant to Section 5.2, the Parent Borrower or the applicable Restricted Subsidiary may apply such Net Cash Proceeds to temporarily reduce Indebtedness outstanding under the Revolving Credit Facility or any other revolving credit facility or otherwise invest such Net Cash Proceeds in any manner not prohibited by this Agreement.

To the extent that any Collateral is disposed of as permitted by this Section 10.4 to any Person other than a Credit Party, such Collateral shall automatically be sold free and clear of the Liens created by the Credit Documents (which Liens shall be automatically released upon the consummation of such disposition) and the Administrative Agent shall be authorized to take, and shall take, any actions reasonably requested by the Parent Borrower or otherwise deemed appropriate in order to effect the foregoing.

10.5 Limitation on Restricted Payments.

(a) The Parent Borrower will not, and solely in the case of clauses (iii) and (iv) below, will not permit any Restricted Subsidiary to:

(i) declare or pay any dividend or make any payment or distribution on account of the Parent Borrower's Equity Interests, including any dividend or distribution payable in connection with any merger or consolidation, other than:

(A) dividends or distributions by the Parent Borrower payable in Equity Interests (other than Disqualified Stock) of the Parent Borrower or in options, warrants or other rights to purchase such Equity Interests, or

(B) [reserved];

(ii) purchase, redeem, defease or otherwise acquire or retire for value any Equity Interests of the Parent Borrower or any Parent Entity of the Parent Borrower, including in connection with any merger or consolidation;

(iii) make any voluntary cash principal payment on, or voluntarily redeem, repurchase, defease or otherwise acquire or retire for cash, in each case, prior to any scheduled repayment, sinking fund payment or maturity, the principal of any Junior Debt with an aggregate principal amount in excess of the Threshold Amount of the Parent Borrower or any Restricted Subsidiary, other than (A) Indebtedness permitted under clauses (g) and (h) of Section 10.1 or (B) the purchase, repurchase or other acquisition of Junior Debt with an aggregate principal amount in excess of the Threshold Amount purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of purchase, repurchase or acquisition ("**Restricted Debt Payments**"); or

(iv) make any Restricted Investment;

(all such payments and other actions set forth in clauses (i) through (iv) above (other than any exception thereto) being collectively referred to as "**Restricted Payments**").

(b) The foregoing provisions of Section 10.5(a) will not prohibit:

(i) the payment of any dividend or distribution or the consummation of any irrevocable redemption within 60 days after the date of declaration thereof or the giving of such irrevocable notice, as applicable, if at the date of declaration or the giving of such notice such payment would have complied with the provisions of this Agreement;

(ii) the redemption, repurchase, retirement or other acquisition of any Equity Interests ("**Retired Capital Stock**") or Junior Debt of the Parent Borrower or any Restricted Subsidiary, or any Equity Interests or any Subordinated Shareholder Debt of any Parent Entity of the Parent Borrower, in exchange for, or out of the proceeds of the substantially concurrent sale (other than to a Restricted Subsidiary) of, Equity Interests or any Subordinated Shareholder Debt of the Parent Borrower or any Parent Entity of the Parent Borrower to the extent contributed to the Parent

Borrower, as applicable (in each case, other than any Disqualified Stock) ("**Refunding Capital Stock**"), including the payment any dividends or other distributions out of the proceeds of such Refunding Capital Stock and the payment of any dividends or other distributions on Refunding Capital Stock that would have been permitted to be paid pursuant to this clause (ii) on the Retired Capital Stock so redeemed, repurchased, retired or acquired;

(iii) the prepayment, redemption, defeasance, repurchase or other acquisition or retirement for value of Junior Debt of the Parent Borrower or a Restricted Subsidiary made by exchange for, or out of the proceeds of the substantially concurrent sale of, new Indebtedness of the Parent Borrower or a Restricted Subsidiary, as the case may be, which is incurred in compliance with Section 10.1 so long as: (A) the principal amount (or accreted value, if applicable) of such new Indebtedness does not exceed the principal amount of (or accreted value, if applicable), *plus* any accrued and unpaid interest on the Junior Debt being so redeemed, defeased, repurchased, exchanged, acquired or retired for value, *plus* the amount of any premium (including reasonable tender premiums), defeasance costs and any reasonable fees and expenses incurred in connection with the issuance of such new Indebtedness, (B) if such Junior Debt is subordinated to the Obligations, such new Indebtedness is subordinated to the Obligations or the applicable Guarantee at least to the same extent as such Junior Debt so purchased, exchanged, redeemed, defeased, repurchased, acquired or retired for value, (C) such new Indebtedness has a final scheduled maturity date equal to or later than the final scheduled maturity date of the Junior Debt being so redeemed, defeased, repurchased, exchanged, acquired or retired, (D) if such Junior Debt so purchased, exchanged, redeemed, repurchased, acquired or retired for value is unsecured then such new Indebtedness shall be unsecured, and (E) such new Indebtedness has a weighted average life to maturity equal to or greater than the remaining weighted average life to maturity of the Junior Debt being so redeemed, defeased, repurchased, exchanged, acquired or retired;

(iv) a Restricted Payment to pay for the repurchase, retirement or other acquisition or retirement for value of Equity Interests or Subordinated Shareholder Debt of the Parent Borrower or any Parent Entity of the Parent Borrower held by any future, present or former employee, director, manager or consultant of the Parent Borrower, any of their Subsidiaries or any Parent Entity of the Parent Borrower, or their estates, descendants, family, spouse or former spouse pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement, or any stock subscription or shareholder agreement (including, for the avoidance of doubt, any principal and interest payable on any notes issued by the Parent Borrower, any Subsidiary or any Parent Entity of the Parent Borrower in connection with such repurchase, retirement or other acquisition), including any Equity Interests or Subordinated Shareholder Debt rolled over by management of the Parent Borrower or any Parent Entity of the Parent Borrower in connection with the Transactions; provided that, except with respect to non-discretionary purchases, the aggregate Restricted Payments made under this clause (iv) subsequent to the Closing Date do not exceed in any fiscal year the greater of $48,000,000 and 25.0% of Consolidated EBITDA for the most recently ended Test Period (with unused amounts in any fiscal year being carried over to the following fiscal years); provided, further, that such amount in any fiscal year may be increased by an amount not to exceed: (A) the cash proceeds from the sale of Equity Interests (other than Disqualified Stock) of the Parent Borrower and, to the extent contributed to the Parent Borrower, the cash proceeds from the sale of Equity Interests or Subordinated Shareholder Debt of any Parent Entity of the Parent Borrower, in each case to any future, present or former employees, directors, managers or consultants of the Parent Borrower, any of their Subsidiaries or any Parent Entity of the Parent Borrower that occurs after the Closing Date, to the extent the cash proceeds from the sale of such Equity Interests have not otherwise been applied to the payment of Restricted Payments, *plus* (B) the cash proceeds of key man life insurance policies received by the Parent Borrower and the Restricted Subsidiaries after the Closing Date, *plus* (C)

the amount of any cash bonuses otherwise payable to any permitted payee that are foregone in exchange for the receipt of Capital Stock of the Parent Borrower or any Parent Entity pursuant to any compensation arrangement, including any deferred compensation plan *less* (D) the amount of any Restricted Payments previously made pursuant to clauses (A), (B) and (C) of this clause (iv); and provided, further, that cancellation of Indebtedness owing to the Parent Borrower or any Subsidiary from any future, present or former employees, directors, managers or consultants of the Parent Borrower, any Parent Entity of the Parent Borrower or any Subsidiary, or their estates, descendants, family, spouse or former spouse pursuant in connection with a repurchase of Equity Interests or Subordinated Shareholder Debt of the Parent Borrower or any Parent Entity of the Parent Borrower will not be deemed to constitute a Restricted Payment for purposes of this Section 10.5 or any other provision of this Agreement;

(v) any Permitted Subordinated Shareholder Debt Payments;

(vi) payments or distributions constituting any part of a Permitted Reorganization;

(vii) [reserved];

(viii) (A) payments made or expected to be made by the Parent Borrower or any Restricted Subsidiary in respect of withholding or similar taxes payable upon exercise of Equity Interests by any future, present or former employee, director, manager, or consultant and repurchases of Equity Interests 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 and (B) payments or other adjustments to outstanding Equity Interests in accordance with any management equity plan, stock option plan or any other similar employee benefit plan, agreement or arrangement in connection with any Restricted Payment;

(ix) Restricted Payments up to the sum of (A) up to 6.00% *per annum* of the net cash proceeds received by or contributed to the Parent Borrower in connection with the Transactions or in connection with any public offering of the common stock of the Parent Borrower or any applicable Parent Entity after the Closing Date, other than public offerings with respect to the Parent Borrower's common stock registered on Form S-8 and other than any public sale constituting an Excluded Contribution and (B) up to 7.00% *per annum* of the Market Capitalization;

(x) Restricted Payments in an amount that does not exceed the amount of Excluded Contributions made since the Closing Date *plus* the amount determined pursuant to the definition of "Excluded Contributions" set forth in the Existing Debt Facilities as of the Closing Date;

(xi) other Restricted Payments not to exceed the greater of $67,000,000 and 35.0% of Consolidated EBITDA as of the last day of the most recently ended Test Period;

(xii) distributions or payments of Receivables Fees;

(xiii) any Restricted Payment (A) made in connection with the Transactions and the fees and expenses related thereto, (B) used to fund amounts owed to Affiliates (including dividends to any Parent Entity of the Parent Borrower to permit payment by such parent of such amount) to the extent permitted by Section 9.9 (other than clause (b) thereof), or (C) in respect of working capital adjustments or purchase price adjustments pursuant to any Permitted Acquisition or other Permitted Investment and to satisfy indemnity and other similar obligations under any Permitted Acquisitions or other Permitted Investments;

(xiv) Restricted Payments using the Available Amount; provided that, in the case of Restricted Payments pursuant to clauses (1) or (2) of the definition thereof made using clause (b) of the definition of Available Amount, at the applicable time set forth in Section 1.11(c), no Event of Default under Section 11.1 or Section 11.5 (solely with respect to a Borrower) shall have occurred and be continuing or would result from the consummation of such Restricted Payment;

(xv) the declaration and payment of dividends by the Parent Borrower to, or the making of loans to, Holdings or any Parent Entity of the Parent Borrower in amounts required for any Parent Entity or direct or indirect equityholder to pay: (A) franchise, excise and similar taxes, and other fees and expenses, required to maintain its organizational existence, (B) (1) if the Parent Borrower is a flow-through entity for tax purposes, the tax liabilities of any direct or indirect owner of all or any part of the Parent Borrower's equity (including amounts determined by reference to an assumed tax rate), to the extent such tax liabilities are attributable to the activities of, or such person's ownership of, the Parent Borrower or its Subsidiaries and joint ventures and (2) for any taxable period for which the Parent Borrower and/or any of their Subsidiaries are members of a consolidated, combined, unitary or similar group for U.S. federal, state, or local or non-U.S. income tax purposes, any U.S. federal, state or local ornon-U.S. income taxes, or any franchise taxes imposed in lieu thereof, owed by any parent of any consolidated, combined, unitary or similar group that includes the Parent Borrower or any of its Subsidiaries or joint ventures in respect of any consolidated, combined, unitary or similar income tax return that includes the Parent Borrower or any of its Subsidiaries or joint ventures to the extent attributable to the taxable income of the Parent Borrower and/or its Subsidiaries or joint ventures, determined as if the Parent Borrower and its Subsidiaries or joint ventures filed a consolidated, combined, unitary or similar return separately from any other members of the group, (C) customary salary, bonus, and other benefits payable to officers, employees, directors, and managers of any Parent Entity of the Parent Borrower to the extent such salaries, bonuses, and other benefits are attributable to the ownership or operation of the Parent Borrower and the Restricted Subsidiaries, including the Parent Borrower's proportionate share of such amount relating to such parent entity being a public company, (D) general corporate or other operating (including, without limitation, expenses related to auditing, accounting and reporting matters, and payment of insurance premiums) and overhead costs and expenses of any Parent Entity of the Parent Borrower to the extent such costs and expenses are attributable to the ownership or operation of the Parent Borrower and the Restricted Subsidiaries, including the Parent Borrower's proportionate share of such amount relating to such Parent Entity being a public company, (E) amounts required for any Parent Entity of the Parent Borrower to pay fees and expenses incurred by any Parent Entity of the Parent Borrower related to (1) the maintenance by such parent entity of its corporate or other entity existence and (2) transactions of such parent entity of the Parent Borrower of the type described in clause (x) of the definition of Consolidated Net Income, (F) amounts due in respect of convertible Indebtedness in accordance with its terms, (G) repurchases deemed to occur upon the cashless exercise of stock options, (H) Taxes and fees and out of pocket expenses paid or estimated to be payable by Holdings or any Parent Entity or direct or indirect equityholder thereof in connection with any prepayment event or any Restricted Payment pursuant to any of the preceding clauses of this clause (xv) or clause (iv) or (xiii)(B) above;

(xvi) the repurchase, redemption or other acquisition for value of Equity Interests of the Parent Borrower in connection with paying cash in lieu of fractional shares of such Equity Interests in connection with a share dividend, distribution, share split, reverse share split, merger, consolidation, amalgamation or other business combination of the Parent Borrower, or in connection with the exercise of warrants, options or other securities that are convertible or exchangeable, or in connection with the conversion of any convertible Indebtedness, in each case, in a manner otherwise permitted under this Agreement;

(xvii) the distribution, by dividend or otherwise, of shares of Capital Stock of, or Indebtedness owed to the Parent Borrower or a Restricted Subsidiary by, Unrestricted Subsidiaries (other than Unrestricted Subsidiaries, the primary assets of which are cash and/or Cash Equivalents);

(xviii) additional Restricted Payments; provided that after giving Pro Forma Effect to such Restricted Payments, the Total Net Leverage Ratio is equal to or less than 3.60 to 1.00;

(xix) Restricted Payments to pay Public Company Costs;

(xx) Restricted Payments to pay any "AHYDO catch-up" payment that may be required to be made in respect of any Indebtedness;

(xxi) additional Restricted Debt Payments or Permitted Investments in an aggregate amount not to exceed the greater of $48,000,000 and 25.0% of Consolidated EBITDA as of the last day of the most recently ended Test Period;

(xxii) the Parent Borrower may make payments and distributions to satisfy dissenters' rights (including in connection with, or as a result of, the exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential)), pursuant to or in connection with any acquisition, merger, consolidation, amalgamation or disposition that complies with Section 10.4 or any other transaction permitted hereunder;

(xxiii) the Parent Borrower may make a Restricted Payment in respect of payments made for the benefit of the Parent Borrower or any Restricted Subsidiary to the extent such payments could have been made by the Parent Borrower or any Restricted Subsidiary because such payments (A) would not otherwise be Restricted Payments and (B) would be permitted by Section 9.9;

(xxiv) the Parent Borrower may make a Restricted Payment to holders of any class or series of Disqualified Stock of the Parent Borrower that is issued in accordance with Section 10.1;

(xxv) Restricted Debt Payments consisting of the payment of regularly scheduled principal or interest (including any penalty interest, if applicable) and payments of fees, expenses and indemnification obligations as and when due; and

(xxvi) Restricted Debt Payments in respect of Junior Debt permitted to be assumed in connection with an acquisition or similar Investment permitted hereunder pursuant to Section 10.1.

10.6 Negative Pledge Provisions. The Parent Borrower will not permit any of the Restricted Subsidiaries to enter into any agreement prohibiting in any material respect the creation or assumption of any Lien upon any of its properties (other than Excluded Property or properties of non-Credit Parties), whether now owned or hereafter acquired, for the benefit of the Lenders with respect to the Obligations under the Credit Documents, except with respect to:

(a) contractual encumbrances or restrictions in effect on the Closing Date, including pursuant to this Agreement and the related documentation and related Hedging Obligations;

(b) [reserved];

(c) purchase money obligations for property acquired in the ordinary course of business or consistent with past practice and Finance Lease Obligations;

(d) any Requirement of Law or any applicable rule, regulation or order, or any term of any license, authorization, concession or permit issued by or granted by any Governmental Authority;

(e) any agreement or other instrument of a Person acquired by or merged, amalgamated or consolidated with or into the Parent Borrower or any Restricted Subsidiary, or of an Unrestricted Subsidiary that is designated a Restricted Subsidiary, or that is assumed in connection with the acquisition of assets from such Person, in each case that is in existence at the time of such transaction (but not created in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person and its Subsidiaries, or the property or assets of the Person and its Subsidiaries, so acquired or designated;

(f) (i) restrictions relating to any asset (or all of the assets) of and/or the Capital Stock of the Parent Borrower and/or any Restricted Subsidiary which are imposed pursuant to an agreement entered into in connection with any disposition or other transfer, lease, sub-lease, license or sublicense of such asset (or assets) and/or all or a portion of the Capital Stock of the relevant Person that is not otherwise prohibited by this Agreement and (ii) restrictions on transfer of assets subject to Permitted Liens;

(g) (x) secured Indebtedness otherwise permitted to be incurred pursuant to Sections 10.1 and 10.2 that limit the right of the debtor to dispose of the assets securing such Indebtedness and (y) restrictions on transfers of assets subject to Permitted Liens (but, with respect to any such Permitted Lien, only to the extent that such transfer restrictions apply solely to the assets that are the subject of such Permitted Lien);

(h) restrictions on cash or other deposits and any net worth or similar requirements, including such restrictions or requirements imposed by Persons under contracts entered into in the ordinary course of business or for whose benefit such cash or other deposits or net worth requirements exist;

(i) restrictions pursuant to the terms of other Indebtedness, Disqualified Stock or preferred stock of Restricted Subsidiaries permitted to be incurred subsequent to the Closing Date pursuant to Section 10.1;

(j) provisions limiting the disposition, distribution or encumbrance of assets or property in joint venture agreements, sale and lease-back agreements, stock sale agreements and other similar agreements, which limitation is applicable only to the assets that are the subject of such agreements (or the Persons the Capital Stock of which is the subject of such agreement (or any "shell company" parent with respect thereto));

(k) customary provisions contained in leases, sub-leases, licenses, sub-licenses, joint venture agreements, asset sale agreements, trading, netting, operating, construction, service, supply, purchase, sale or other agreements, in each case, entered into in the ordinary course of business;

(l) restrictions created in connection with any Receivables Facility that, in the good faith determination of the Parent Borrower are necessary or advisable to effect such Receivables Facility;

(m) restrictions imposed by customary provisions in partnership agreements, limited liability company organizational governance documents, joint venture agreements and other similar agreements (i) relating to the transfer of the assets of, or ownership interests in, the relevant partnership, limited liability company, joint venture or any similar Person (or any "shell company" parent with respect thereto), (ii) relating to such joint venture or its members and/or (iii) otherwise entered into in the ordinary course of business;

(n) restrictions in any Hedge Agreement and/or any agreement relating to Cash Management Services;

(o) provisions restricting the granting of a security interest in Intellectual Property rights contained in licenses, sublicenses or cross-licenses by the Parent Borrower and its Restricted Subsidiaries of such Intellectual Property rights, which licenses, sublicenses and cross-licenses were entered into in the ordinary course of business (in which case such restriction shall relate only to such Intellectual Property rights); and

(p) other restrictions or encumbrances imposed by any amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing of the contracts, instruments or obligations referred to in the preceding clauses of this Section; provided that no such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing is, in the good faith judgment of the Borrower, materially more restrictive with respect to such encumbrances and other restrictions, taken as a whole, than those in effect prior to the relevant amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

10.7 First Lien Net Leverage Ratio. Solely with respect to the Revolving Credit Facility, on the last day of any Test Period ending on or after the second full fiscal quarter ending after the Closing Date on which the Compliance Condition is then satisfied, the Parent Borrower will not permit the First Lien Net Leverage Ratio to be greater than 7.00 to 1.00.

10.8 Amendment of Junior Debt Documents. The Parent Borrower will not, and will not permit any of the Restricted Subsidiaries to, amend the terms of any Junior Debt with an aggregate principal amount in excess of the Threshold Amount to the extent the terms of such amendment would be contrary to the terms of any binding intercreditor or subordination agreement.

10.9 Passive Holdings Covenant. Holdings shall not conduct, transact or otherwise engage in any material business activity or operations or own any material assets other than (i) the ownership and/or acquisition of the Capital Stock of the Parent Borrower (or any Parent Entity thereof) or contribution to the capital of the Parent Borrower (or such other Parent Entity), (ii) the maintenance of its legal existence, including the ability to incur fees, costs and expenses relating to such maintenance, holding director and shareholder meetings, preparing organizational records and other organizational activities required to maintain its separate organizational structure or to comply with applicable Requirements of Law, (iii) the performance of its obligations under and in connection with the Transactions, Credit Documents, any documentation governing any Indebtedness of Holdings, the Parent Borrower or any Restricted Subsidiary not otherwise prohibited hereunder and the other agreements contemplated hereby (including any guarantees and any obligations in connection with the Transactions or any Investment not prohibited under this Agreement), (iv) any public offering of its common stock or any other issuance or registration of its Capital Stock for sale or resale not prohibited by Section 10, including the costs, fees and expenses related thereto, (v) the making of any dividend or the holding of any cash, Cash Equivalents or other assets received in connection with dividends made by the Parent Borrower in accordance with Section 10.5 pending application thereof or in connection with any permitted Investments or dispositions made by any of its subsidiaries, (vi) incurring fees, costs and expenses relating to overhead and general operating, including professional fees for legal, tax and accounting matters, (vii) filing Tax reports and paying Taxes, including Tax distributions made pursuant to Section 10.5(b)(xv) and other customary obligations in the ordinary course and filing tax returns and paying or contesting taxes, and participating in accounting and other administrative matters as a member of the consolidated group of Holdings, (viii) preparing reports to Governmental Authorities and to its shareholders, (ix) providing indemnification to officers, directors, members of management, employees, advisors and consultants and as otherwise permitted hereunder, (x) repurchases of Indebtedness through open market purchases and/or Dutch auctions permitted hereunder, (xi) any transactions contemplated or otherwise permitted under Section 10 and any transaction by Holdings

incidental thereto, (xii) providing guarantees in respect of obligations of the Parent Borrower and any Restricted Subsidiary in connection with commercial contracts, banking services and any other activities in the ordinary course of business that are not otherwise precluded by this Agreement, (xiii) activities in connection with a Permitted Reorganization and (xiv) activities incidental to the businesses or activities described in clauses (i) through (xiii) of this Section 10.9.

Section 11. Events of Default

Each of the following specified events referred to in Sections 11.1 through 11.11 shall constitute an "**Event of Default**":

11.1 Payments. Any Credit Party shall (a) default in the payment when due of any principal of the Loans, (b) default, and such default shall continue for five or more Business Days, in the payment when due of any interest on the Loans or any Fees or any Unpaid Drawings or (c) default, and such default shall continue for ten or more Business Days, in the payment when due of any other amounts owing hereunder or under any other Credit Document; or

11.2 Representations, Etc. Any representation, warranty or statement made or deemed made by any Credit Party herein or in any other Credit Document or any certificate delivered or required to be delivered pursuant hereto or thereto shall prove to be untrue in any material respect on the date as of which made or deemed made and, other than in the case of the Specified Representations made on the Closing Date, such untrue representation, warranty or certification shall remain untrue for a period of 30 days after notice from the Administrative Agent to the Parent Borrower (which notice shall only be given at the direction of the Required Lenders); it being understood and agreed that any breach of representation, warranty or statement resulting from the failure of the Administrative Agent or Collateral Agent to file any Uniform Commercial Code continuation statement (or other similar statement) shall not result in an Event of Default under this Section 11.2 or any other provision of any Credit Document; or

11.3 Covenants. Any Credit Party shall:

(a) default in the due performance or observance by it of any term, covenant or agreement contained in Section 9.1(e)(i) (provided that (x) the delivery of a notice of Default or Event of Default at any time or (y) the curing of the underlying Default or Event of Default with respect to which notice is required to be given will, in each case, cure an Event of Default arising from the failure to timely delivery such notice of Default or Event of Default, as applicable, unless an Authorized Officer of the Parent Borrower and/or Holdings had actual knowledge that such Default or Event of Default had occurred and was continuing and should have reasonably known in the course of his or her duties that failure to provide such notice would constitute an Event of Default), Section 9.5 (solely with respect to a Borrower), Section 9.14(b) or Section 10; provided that any default under Section 10.7 shall not constitute an Event of Default with respect to the Term Loans and the Term Loans may not be accelerated as a result thereof until the date on which the Revolving Credit Loans (if any) have been accelerated or the Revolving Credit Commitments have been terminated, in each case, by the Required Revolving Credit Lenders (such period commencing with a default under Section 10.7 and ending on the date on which the Required Revolving Credit Lenders with respect to the Revolving Credit Facility terminate and accelerate the Revolving Loans); provided, further, that any Default or Event of Default under Section 10.7 is subject to cure as provided in Section 11.14; or

(b) default in the due performance or observance by it of any term, covenant or agreement (other than those referred to in Section 11.1 or 11.2 or clause (a) of this Section 11.3) contained in this Agreement or any Security Document and such default shall continue unremedied for a period of at least 30 days after receipt of written notice by the Parent Borrower from the Administrative Agent (which notice shall only be given at the direction of the Required Lenders) or the Required Lenders; or

11.4 Default Under Other Agreements. (a) Holdings, the Parent Borrower or any of their Restricted Subsidiaries shall (i) default in any payment with respect to any Indebtedness (other than the Obligations) in excess of the Threshold Amount in the aggregate, beyond the period of grace and following all required notices, if any, provided in the instrument or agreement under which such Indebtedness was created or (ii) default in the observance or performance of any agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist (after giving effect to all applicable grace period and delivery of all required notices) (other than, with respect to Indebtedness consisting of any Hedge Agreements, termination events or equivalent events pursuant to the terms of such Hedge Agreements (it being understood that clause (i) shall apply to any failure to make any payment in excess of the Threshold Amount that is required as a result of any such termination or similar event and that is not otherwise being contested in good faith)), the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, any such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; provided that this clause (a)(ii) shall not apply to secured Indebtedness that becomes due as a result of the sale, transfer or other disposition (including as a result of a casualty or condemnation event) of the property or assets securing such Indebtedness (to the extent such sale, transfer or other disposition is not prohibited under this Agreement and such Indebtedness is satisfied upon such sale, transfer or other disposition), or (b) without limiting the provisions of clause (a) above, any such Indebtedness shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment or as a mandatory prepayment (and, with respect to Indebtedness consisting of any Hedge Agreements, other than due to a termination event or equivalent event pursuant to the terms of such Hedge Agreements (it being understood that clause (a)(i) above shall apply to any failure to make any payment in excess of the Threshold Amount that is required as a result of any such termination or equivalent event and that is not otherwise being contested in good faith)), prior to the stated maturity thereof; provided that this clause (b) shall not apply to (x) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness and to the extent such Indebtedness is satisfied upon such sale or transfer, (y) Indebtedness which is convertible into Qualified Stock and converts to Qualified Stock in accordance with its terms and such conversion is not prohibited hereunder, or (z) any breach or default that is (I) remedied by Holdings, the Parent Borrower or the applicable Restricted Subsidiary or (II) waived in writing (including in the form of amendment) by the required holders of the applicable item of Indebtedness, in either case, prior to the acceleration of Loans pursuant to this Section 11; or

11.5 Bankruptcy, Etc. (a) Holdings, the Parent Borrower or any Significant Subsidiary shall commence a voluntary case, proceeding or action (including filing any proposal or notice of intent to file a proposal) concerning itself under Title 11 of the United States Code entitled "Bankruptcy" or any other Debtor Relief Laws as now or hereafter in effect, or any successor thereto (collectively, the "**Bankruptcy Code**") or any other similar law of any jurisdiction; or an involuntary case, proceeding or action is commenced against Holdings, the Parent Borrower or any Significant Subsidiary; or a custodian (as defined in the Bankruptcy Code), judicial manager, compulsory manager, receiver, interim-receiver, receiver and manager, trustee, trustee-in-bankruptcy, liquidator, administrator, administrative receiver, monitor, examiner or similar Person is appointed for, or takes charge of, all or substantially all of the property of Holdings, the Parent Borrower or any Significant Subsidiary; or Holdings, the Parent Borrower or any Significant Subsidiary commences any other voluntary proceeding or action under any reorganization,

arrangement, compromise, adjustment of debt, relief of debtors, dissolution, insolvency, winding-up, administration, receivership, administrative receivership, examinership or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to Holdings, the Parent Borrower or any Significant Subsidiary; or Holdings, the Parent Borrower or any Significant Subsidiary is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding or action is entered; or Holdings, the Parent Borrower or any Significant Subsidiary suffers any appointment of any custodian receiver, interim-receiver, receiver and manager, administrative receiver, trustee, trustee-in-bankruptcy, administrator, examiner or the like for it or any substantial part of its property; or Holdings, the Parent Borrower or any Significant Subsidiary makes a general assignment, compromise, arrangement or proposal for the benefit of creditors or files a notice of intent to file a proposal by reason of actual or anticipated financial difficulties of Holdings, the Parent Borrower or any Significant Subsidiary.

(b) Paragraph (a) above shall not apply (i) to any involuntary proceeding, appointment, step or other matter which is discharged, stayed or dismissed within 60 days of commencement or (ii) if the relevant proceeding, appointment, step or other matter is made to effect a transaction permitted under this Agreement.

11.6 ERISA and Other Employee Benefit Matters. (a) Any ERISA Event shall have occurred or (b) any Credit Party or any of their respective ERISA Affiliates shall have been notified by the sponsor of a Multiemployer Plan that it has incurred or will be assessed Withdrawal Liability with respect to such Multiemployer Plan and such entity does not have reasonable grounds for contesting such Withdrawal Liability or is not contesting such Withdrawal Liability in a timely and appropriate manner; and in each case in clauses (a) and (b), such event or condition, together with all other such events or conditions, if any, would reasonably be expected to result in a Material Adverse Effect and the same shall remain undischarged and uncured for a period of 30 consecutive days; or

11.7 Guarantee. Any Guarantee provided by any Credit Party that is not an Excluded Subsidiary or any material provision thereof shall cease to be in full force or effect (other than pursuant to the terms hereof and thereof) or any such Guarantor thereunder or any other Credit Party shall deny or disaffirm in writing any such Guarantor's obligations under such Guarantee; or

11.8 Pledge Agreement. Subject to the Legal Reservations, the Pledge Agreement or any other Security Document pursuant to which the Capital Stock or Stock Equivalents of the Parent Borrower is pledged or any material provision thereof shall cease to be in full force or effect or for any reason cease to create a valid and (to the extent required thereby) perfected Lien in favor of the Collateral Agent for the benefit of the Secured Parties with the priority required thereby on a material portion of the Collateral purported to be covered thereby (other than pursuant to the terms hereof or thereof, as a result of acts or omissions of the Collateral Agent in respect of the Collateral Agent's failure to maintain possession of any Capital Stock or Stock Equivalents that have been previously delivered to it or failure to file a Uniform Commercial Code or any comparable filing in any applicable jurisdiction) or any grantor thereunder or any Credit Party shall deny or disaffirm in writing its obligations thereunder; or

11.9 Security Agreement. Subject to the Legal Reservations, the Security Agreement or any other Security Document pursuant to which the material assets of any Credit Party are pledged as Collateral or any material provision thereof shall cease to be in full force or effect or for any reason cease to create a valid and (to the extent required thereby) perfected Lien in favor of the Collateral Agent for the benefit of the Secured Parties with the priority required thereby on a material portion of the Collateral purported to be covered thereby (other than pursuant to the terms hereof or thereof or, as a result of acts or omissions of the Collateral Agent in respect of certificates, promissory notes or instruments actually delivered to it or as a result of the Collateral Agent's failure to file a Uniform Commercial Code or any comparable filing in any applicable jurisdiction) or any grantor thereunder or any Credit Party shall deny or disaffirm in writing its obligations thereunder; or

11.10 Judgments. One or more final money judgments or decrees shall be entered against Holdings, the Parent Borrower or any of their Restricted Subsidiaries involving a liability in excess of the Threshold Amount in the aggregate for all such judgments and decrees for the Parent Borrower and the Restricted Subsidiaries (to the extent not covered by insurance or indemnities as to which the applicable insurance company or third party has not denied coverage) and any such judgments or decrees shall remain unsatisfied, unvacated, undischarged, unstayed and unbonded pending appeal within 60 days after the entry thereof; or

11.11 Change of Control. A Change of Control shall occur.

11.12 Remedies Upon Event of Default. If an Event of Default occurs and is continuing (other than in the case of an Event of Default under Section 11.3(a) with respect to any default of performance or compliance with the covenant under Section 10.7), the Administrative Agent may, at the written request of the Required Lenders, by written notice to the Parent Borrower, take any or all of the following actions, without prejudice to the rights of the Administrative Agent or any Lender to enforce its claims against Holdings and the Borrowers, except as otherwise specifically provided for in this Agreement (provided that, if an Event of Default specified in Section 11.5 (solely with respect to a Borrower) shall occur with respect to the Parent Borrower or the Subsidiary Borrower, the result that would occur upon the giving of written notice by the Administrative Agent as specified in clauses (1), (2), (3), and (4) below shall occur automatically without the giving of any such notice): (1) declare the Total Revolving Credit Commitment terminated, whereupon the Revolving Credit Commitment, if any, of each Lender shall forthwith terminate immediately and any Fees theretofore accrued shall forthwith become due and payable without any other notice of any kind; (2) declare the principal of and any accrued interest and fees in respect of all Loans and all Obligations to be, whereupon the same shall become, forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers to the extent permitted by applicable law; (3) terminate any Letter of Credit that may be terminated in accordance with its terms; and/or (4) direct the Parent Borrower to pay (and each Borrower agrees that upon receipt of such notice, or upon the occurrence of an Event of Default specified in Section 11.5 with respect to such Borrower, it will pay) to the Administrative Agent at the Administrative Agent's Office such additional amounts of cash, to be held as security for the Borrowers' respective reimbursement obligations for Unpaid Drawings that may subsequently occur thereunder, equal to the aggregate Stated Amount of all Letters of Credit issued and then outstanding. In the case of an Event of Default under Section 11.3(a) in respect of a failure to observe or perform the covenant under Section 10.7 (provided that during the pendency of any right of the Parent Borrower to exercise a Cure Right meeting the requirements of Section 11.4 the actions described in this sentence may not be taken), and at any time thereafter during the continuance of such event, the Administrative Agent may, at the written request of the Required Revolving Credit Lenders, by written notice to the Parent Borrower, take either or both of the following actions, at the same or different times: (i) declare the Total Revolving Credit Commitment terminated, whereupon the Revolving Credit Commitment, if any, of each Lender shall forthwith terminate immediately and any Fees theretofore accrued shall forthwith become due and payable without any other notice of any kind; (ii) declare the Revolving 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, during the continuance of such event, be declared to be due and payable), and thereupon the principal of the Revolving Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers (to the extent permitted by applicable law); (iii) terminate any Letter of Credit that may be terminated in accordance with its terms; and/or (iv) direct the Parent Borrower to pay (and each Borrower agrees that upon receipt of such notice, it will pay) to the Administrative Agent at the Administrative Agent's Office such additional amounts of cash, to be held as security for the Borrowers' respective reimbursement obligations for Unpaid Drawings that may subsequently occur thereunder, equal to the aggregate Stated Amount of all Letters of Credit issued and then outstanding.

Notwithstanding the foregoing, in no event shall the Administrative Agent, the Collateral Agent or any Secured Party be permitted to terminate any commitment, accelerate any obligation or take any other enforcement or remedial step described in this Section 11.12 with respect to any event or circumstance either publicly reported, or reported to the Administrative Agent or the Lenders, more than two years prior to such proposed termination, acceleration or other enforcement or remedial step.

11.13 Application of Proceeds. Subject to, if executed, the terms of any Acceptable Intercreditor Agreement, any amount received by the Administrative Agent or the Collateral Agent from any Credit Party (or from proceeds of any Collateral) following any acceleration of the Obligations under this Agreement or any Event of Default with respect to the Borrowers under Section 11.4 shall be applied:

(a) *first*, to the payment of all reasonable and documented costs and expenses incurred by the Administrative Agent or the Collateral Agent in connection with any collection or sale of the Collateral or otherwise in connection with any Credit Document, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Administrative Agent or the Collateral Agent hereunder or under any other Credit Document on behalf of any Credit Party and any other reasonable and documented costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Credit Document to the extent reimbursable hereunder or thereunder;

(b) *second*, to the Secured Parties, an amount (x) equal to all Obligations owing to them on the date of any distribution and (y) sufficient to Cash Collateralize all Letters of Credit Outstanding on the date of any distribution, and, if such moneys shall be insufficient to pay such amounts in full and Cash Collateralize all Letters of Credit Outstanding, then ratably (without priority of any one over any other) to such Secured Parties in proportion to the unpaid amounts thereof and to Cash Collateralize the Letters of Credit Outstanding; and

(c) *third*, after all Obligations have been paid in full or otherwise backstopped to the extent required hereby, any surplus then remaining shall be paid to the applicable Credit Parties or their successors or assigns or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct;

provided that any amount applied to Cash Collateralize any Letters of Credit Outstanding that has not been applied to reimburse the Borrowers for Unpaid Drawings under the applicable Letters of Credit at the time of expiration of all such Letters of Credit shall be applied by the Administrative Agent in the order specified in clauses (a) through (c) above. Notwithstanding the foregoing, amounts received from any Guarantor that is not an "Eligible Contract Participant" (as defined in the Commodity Exchange Act) shall not be applied to its Obligations that are Excluded Swap Obligations.

11.14 Equity Cure. Notwithstanding anything to the contrary contained in this Section 11, in the event that the Parent Borrower fails to comply (or if the Parent Borrower expects it will fail to comply) with the requirement of the financial covenant set forth in Section 10.7, at any time during the relevant fiscal period until the expiration of the 15th Business Day following the date Section 9.1 Financials are required to be delivered in respect of such fiscal period for which such financial covenant is being measured, any holder of Capital Stock or Stock Equivalents of Holdings or any Parent Entity shall have the right to cure such failure (the "**Cure Right**") by causing cash net equity proceeds derived from an issuance of Capital

Stock or Stock Equivalents (other than Disqualified Stock, unless reasonably satisfactory to the Administrative Agent) by the Parent Borrower (or from a contribution to the equity capital of the Parent Borrower in the form of Qualified Stock or of Disqualified Stock having terms reasonably satisfactory to the Administrative Agent) to be contributed (directly or indirectly) as cash common equity to the Parent Borrower, in an amount (the "**Cure Amount**") equal to the amount by which Consolidated EBITDA would need to be increased in order for the Parent Borrower to have been in compliance with the financial covenant set forth in Section 10.7 for the relevant Test Period and, upon receipt by the Parent Borrower of such Cure Amount pursuant to the exercise of such Cure Right, such financial covenant shall be recalculated giving effect to the following *pro forma* adjustments:

(a) Consolidated EBITDA shall be increased, solely for the purpose of determining the existence of an Event of Default resulting from a breach of the financial covenant set forth in Section 10.7 with respect to any period of four consecutive fiscal quarters that includes the fiscal quarter for which the Cure Right was exercised and not for any other purpose under this Agreement, by an amount equal to the Cure Amount;

(b) there shall be no *pro forma* reduction in Consolidated First Lien Secured Debt with the Cure Amount for determining compliance with such financial covenant in the Test Period with respect to which such Cure Right is exercised (provided that, to the extent that the proceeds of such Cure Amount are actually applied to prepay indebtedness, such *pro forma* reduction may be credited in any subsequent fiscal quarter); and

(c) if, after giving effect to the foregoing recalculations, the Parent Borrower shall then be in compliance with the requirements of the financial covenant set forth in Section 10.7, the Parent Borrower shall be deemed to have satisfied the requirements of the financial covenant set forth in Section 10.7 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 such financial covenants that had occurred shall be deemed cured for the purposes of this Agreement; provided that (i) in each period of four consecutive fiscal quarters there shall be at least two fiscal quarters in which no Cure Right is exercised, (ii) there shall be a maximum of five Cure Rights exercised during the term of this Agreement, (iii) each Cure Amount shall be no greater than the amount required to cause the Company to be in compliance with the financial covenant set forth in Section 10.7; (iv) all Cure Amounts shall be disregarded for the purposes of any financial ratio determination or for determining pricing, or the availability or amount of any covenant basket under the Credit Documents other than for determining compliance with Section 10.7; and (v) no Lender or Letter of Credit Issuer shall be required to make any extension of credit hereunder during the fifteen day period referred to above, unless the Parent Borrower shall have received the Cure Amount.

Section 12. The Agents

12.1 Appointment.

(a) Each Lender hereby irrevocably designates and appoints the Administrative Agent as the agent of such Lender under this Agreement and the other Credit Documents and irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Credit Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Credit Documents, together with such other powers as are reasonably incidental thereto. This Section 12 (other than Sections 12.1, 12.9, 12.11, 12.12 with respect to Credit Parties and Section 12.16 to the extent expressed to be for the benefit of the Credit Parties) is solely for the benefit of the Agents and the Lenders,

and none of Holdings, the Borrowers or any other Credit Party shall have rights as third party beneficiary of any such provision. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Credit Document or otherwise exist against the Administrative Agent. In performing its functions and duties hereunder, each Agent shall act solely as an agent of Lenders and does not assume and shall not be deemed to have assumed any obligation towards or relationship of agency or trust with or for Holdings, the Borrowers or any of their respective Subsidiaries.

(b) The Administrative Agent, each Lender and the Letter of Credit Issuer hereby irrevocably designate and appoint the Collateral Agent as the agent with respect to the Collateral, and each of the Administrative Agent, each Lender and the Letter of Credit Issuer irrevocably authorizes the Collateral Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Credit Documents and to exercise such powers and perform such duties as are expressly delegated to the Collateral Agent by the terms of this Agreement and the other Credit Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Collateral Agent shall not have any duties or responsibilities except those expressly set forth herein, or any fiduciary relationship with any of the Administrative Agent, the Lenders or the Letter of Credit Issuers, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Credit Document or otherwise exist against the Collateral Agent.

(c) The Collateral Agent declares that it holds any property secured by any Security Document on trust for the Secured Parties on the terms contained in this agreement, excluding any Mortgaged Property located in the United States, any state thereof, or the District of Columbia. The Collateral Agent holds any Mortgaged Property located in the United States, any state thereof or the District of Columbia as Collateral Agent for the benefit of the Secured Parties, without any fiduciary relationship with any of the Secured Parties. Each of the Administrative Agent, each Joint Lead Arranger, each Lender and the Letter of Credit Issuer, authorizes the Collateral Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Collateral Agent under or in connection with this Agreement or the Security Documents together with any other incidental rights, powers and discretions.

(d) Each of the Joint Lead Arrangers, each in its capacity as such, shall not have any obligations, duties or responsibilities under this Agreement but shall be entitled to all benefits of this Section 12.

12.2 Delegation of Duties. The Administrative Agent and the Collateral Agent may each execute any of its duties under this Agreement and the other Credit Documents by or through agents, sub-agents, employees or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Neither the Administrative Agent nor the Collateral Agent shall be responsible for the negligence or misconduct of any agents, subagents or attorneys-in-fact selected by it in the absence of its gross negligence or willful misconduct (as determined in the final non-appealable judgment of a court of competent jurisdiction).

12.3 Exculpatory Provisions. No Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates shall be (a) liable for any action lawfully taken or omitted to be taken by any of them under or in connection with this Agreement or any other Credit Document (except for its or such Person's own gross negligence or willful misconduct, as determined in the final non-appealable judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein) or (b)

responsible in any manner to any of the Lenders or any participant for any recitals, statements, representations or warranties made by any Credit Party or any officer thereof contained in this Agreement or any other Credit Document or in any certificate, report, statement or other document referred to or provided for in, or received by such Agent under or in connection with, this Agreement or any other Credit Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Credit Document, or the creation, perfection or priority of any Lien or security interest created or purported to be created under the Security Documents or the value or sufficiency of the Collateral, or for any failure of any Credit Party to perform its obligations hereunder or thereunder. No Agent shall be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Credit Document, or to inspect the properties, books or records of any Credit Party or any Affiliate thereof. The Collateral Agent shall not be under any obligation to the Administrative Agent or any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Credit Document, or to inspect the properties, books or records of any Credit Party.

12.4 Reliance by Agents. The Administrative Agent and the Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other document or instruction believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to Holdings and the Borrowers), independent accountants and other experts selected by the Administrative Agent or the Collateral Agent. The Administrative Agent may deem and treat the Lender specified in the Register with respect to any amount owing hereunder as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent and the Collateral Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Credit Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent and the Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Credit Documents in accordance with a request of the Required Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans; provided that the Administrative Agent and the Collateral Agent shall not be required to take any action that, in its opinion or in the opinion of its counsel, may expose it to liability or that is contrary to any Credit Document or applicable law.

12.5 Notice of Default. Neither the Administrative Agent nor the Collateral Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Administrative Agent or the Collateral Agent has received written notice from a Lender or Holdings or the Parent Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default." In the event that the Administrative Agent receives such a notice, it shall give notice thereof to the Lenders and the Collateral Agent. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders; provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders except to the extent that this Agreement requires that such action be taken only with the approval of the Required Lenders or each of the Lenders, as applicable.

12.6 Non-Reliance on Administrative Agent, Collateral Agent, and Other Lenders. Each Lender expressly acknowledges that neither the Administrative Agent nor the Collateral Agent nor any of their respective officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Administrative Agent or the Collateral Agent hereinafter taken, including any review of the affairs of any Credit Party, shall be deemed to constitute any representation or warranty by the Administrative Agent or the Collateral Agent to any Lender or any Letter of Credit Issuer. Each Lender and the Letter of Credit Issuer represents to the Administrative Agent and the Collateral Agent that it has, independently and without reliance upon the Administrative Agent, the Collateral Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of an investigation into the business, operations, property, financial and other condition and creditworthiness of the Borrowers and each other Credit Party and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Administrative Agent, the Collateral Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Credit Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of any of the Credit Parties. Except for notices, reports, and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, neither the Administrative Agent nor the Collateral Agent shall have any duty or responsibility to provide any Lender with any credit or other information concerning the business, assets, operations, properties, financial condition, prospects or creditworthiness of any Credit Party that may come into the possession of the Administrative Agent or the Collateral Agent any of their respective officers, directors, employees, agents, attorneys-in-fact or Affiliates.

12.7 Indemnification. The Lenders agree to severally indemnify each Agent and each Letter of Credit Issuer, in their respective capacities as such (to the extent not reimbursed by the Credit Parties and without limiting any express obligation of the Credit Parties to do so pursuant to the terms of the Credit Documents), ratably according to their respective portions of the Total Credit Exposure in effect on the date on which indemnification is sought (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with their respective portions of the Total Credit Exposure in effect immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind whatsoever that may at any time (including at any time following the payment of the Loans) be imposed on, incurred by or asserted against an Agent or Letter of Credit Issuer, as the case may be, in any way relating to or arising out of the Commitments, this Agreement, any of the other Credit 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 the Administrative Agent or the Collateral Agent or a Letter of Credit Issuer, as the case may be, under or in connection with any of the foregoing; provided that no Lender shall be liable to an Agent or Letter of Credit Issuer for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's or such Letter of Credit Issuer's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction; provided, further, that no action taken by the Administrative Agent in accordance with the directions of the Required Lenders (or such other number or percentage of the Lenders as shall be required by the Credit Documents) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 12.7. In the case of any investigation, litigation or proceeding giving rise to any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time occur (including at any time following the payment of the Loans), this Section 12.7 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limitation of the foregoing, each Lender shall reimburse each Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including attorneys' fees) incurred by

such Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice rendered in respect of rights or responsibilities under, this Agreement, any other Credit Document, or any document contemplated by or referred to herein, to the extent that such Agent is not reimbursed for such expenses by or on behalf of Holdings or the Borrowers; provided that such reimbursement by the Lenders shall not affect Holdings' or the Borrowers' continuing reimbursement obligations with respect thereto. If any indemnity furnished to any Agent for any purpose shall, in the opinion of such Agent, be insufficient or become impaired, such Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is furnished; provided, further, this sentence shall not be deemed to require any Lender to indemnify any Agent against any liability, obligation, loss, damage, penalty, action, judgment, suit, cost, expense or disbursement resulting from such Agent's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction. The agreements in thisSection 12.7 shall survive the payment of the Loans and all other amounts payable hereunder. The indemnity provided to each Agent under this Section 12.7 shall also apply to such Agent's respective Affiliates, directors, officers, members, partners, representatives, assigns, controlling persons, employees, trustees, investment advisors and agents and successors.

12.8 Agents in Their Individual Capacities. The agency hereby created shall in no way impair or affect any of the rights and powers of, or impose any duties or obligations upon, any Agent in its individual capacity as a Lender hereunder. Each Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Credit Party as though such Agent were not an Agent hereunder and under the other Credit Documents. With respect to the Loans made by it, each Agent shall have the same rights and powers under this Agreement and the other Credit Documents as any Lender and may exercise the same as though it were not an Agent, and the terms Lender and Lenders shall include each Agent in its individual capacity.

12.9 Successor Agents.

(a) Each of the Administrative Agent and the Collateral Agent may at any time give notice of its resignation to the Lenders, the Letter of Credit Issuer and the Parent Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, subject to the consent of the Parent Borrower (not to be unreasonably withheld, delayed or conditioned) so long as no Event of Default under Sections 11.1 or 11.5 (solely with respect to a Borrower) is continuing, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation (the "**Resignation Effective Date**"), then the retiring Agent may on behalf of the Lenders, appoint a successor Agent meeting the qualifications set forth above (including receipt of the Parent Borrower's consent); provided that, if the Administrative Agent or the Collateral Agent shall notify the Parent Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective at the expiration of such 30 day period.

(b) With effect from the Resignation Effective Date, (1) the retiring agent shall be discharged from its duties and obligations hereunder and under the other Credit Documents (except that in the case of any Collateral held by the Collateral Agent on behalf of the Lenders or the Letter of Credit Issuer under any of the Credit Documents, the retiring Collateral Agent shall continue to hold such Collateral as nominee until such time as a successor Collateral Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through the retiring Administrative Agent shall instead be made by or to each Lender and the Letter of Credit Issuer directly, until such time as the Required Lenders appoint a successor Agent as provided for above. Upon the acceptance of a successor's appointment as the Administrative Agent or the Collateral Agent, as the case may be,

hereunder, and upon the execution and filing or recording of such financing statements, or amendments thereto, and such amendments or supplements to the Mortgages, and such other instruments or notices, as may be necessary or desirable, or as the Required Lenders may request, in order to continue the perfection of the Liens granted or purported to be granted by the Security Documents, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Credit Documents (if not already discharged therefrom as provided above in this Section 12.9). Except as provided above, any resignation of Citi as the Administrative Agent pursuant to this Section 12.9 shall also constitute the resignation of Citi as the Collateral Agent. The fees payable by Holdings or the Borrowers (following the effectiveness of such appointment) to such Agent shall be the same as those payable to its predecessor unless otherwise agreed between Holdings or the Borrowers and such successor. After the retiring Agent's resignation hereunder and under the other Credit Documents, this Section 12 (including Section 12.7) and Section 13.5 shall continue in effect for the benefit of such retiring 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 Agent was acting as an Agent.

12.10 Withholding Tax. To the extent required by any applicable law, the Administrative Agent may withhold from any payment to any Lender under any Credit Document an amount equivalent to any applicable withholding Tax. If the U.S. Internal Revenue Service or any authority of the United States or other jurisdiction asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including because the appropriate form was not delivered, was not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstances that rendered the exemption from, or reduction of, withholding Tax ineffective) or if the Administrative Agent reasonably determines that a payment was made to a Lender pursuant to this Agreement without deduction of applicable withholding Tax from such payment, such Lender shall indemnify the Administrative Agent (to the extent that the Administrative Agent has not already been reimbursed by any applicable Credit Party and without limiting the obligation of any applicable Credit Party to do so) fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, including penalties, additions to Tax and interest, together with all expenses incurred, including legal expenses, allocated staff costs and any out of pocket expenses. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Credit Document against any amount due to the Administrative Agent under this Section 12.10. The agreements in Section 12.10 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations. For the avoidance of doubt, for purposes of this Section 12.10, the term Lender includes the Letter of Credit Issuer.

12.11 Agents Under Security Documents and Guarantee. Each Secured Party hereby further authorizes the Administrative Agent or the Collateral Agent, as applicable, on behalf of and for the benefit of the Secured Parties, to be the agent for and representative of the Secured Parties with respect to the Collateral and the Security Documents.

12.12 Right to Realize on Collateral and Enforce Guarantee. Anything contained in any of the Credit Documents to the contrary notwithstanding, the Borrowers, the Agents, and each Secured Party hereby agree that (i) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce the Guarantee, it being understood and agreed that all powers, rights, and remedies hereunder may be exercised solely by the Administrative Agent, on behalf of the Secured Parties in accordance with the terms hereof and all powers, rights, and remedies under the Security Documents may be exercised solely by the Collateral Agent, and (ii) in the event of a foreclosure by the Collateral Agent on any of the Collateral

pursuant to a public or private sale or other disposition, the Collateral Agent or any Lender may be the purchaser or licensor of any or all of such Collateral at any such sale or other disposition and the Collateral Agent, as agent for and representative of the Secured Parties (but not any Lender or Lenders in its or their respective individual capacities unless Required Lenders shall otherwise agree in writing) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale or other disposition. No holder of Secured Hedge Obligations or Secured Cash Management Obligations in its capacity as a counterparty thereunder shall have any rights in connection with the management or release of any Guarantees or Collateral or of the obligations of any Credit Party under this Agreement. No holder of Secured Hedge Obligations or Secured Cash Management Obligations that obtains the benefits of any Guarantee or any Collateral by virtue of the provisions hereof or of any other Credit Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Credit Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender or Agent and, in such case, only to the extent expressly provided in the Credit Documents. Notwithstanding any other provision of this Agreement to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Secured Hedge Agreements and Secured Cash Management Agreements, unless the Administrative Agent has received written notice of such Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank or Hedge Bank, as the case may be. For the avoidance of doubt, nothing in this Section 12.12 shall be construed to limit the right of any Lender from (1) exercising setoff rights in accordance with Section 13.8, or (2) filing proofs of claim or appearing on its own behalf during the pendency of a proceeding relative to any Credit Party under any Debtor Relief Law.

12.13 Intercreditor Agreement Governs. The Administrative Agent, the Collateral Agent, each Lender, each Letter of Credit Issuer and each other Secured Party hereby (a) authorizes the Administrative Agent and the Collateral Agent to enter into any Acceptable Intercreditor Agreement and any other intercreditor, subordination, collateral trust or similar agreement contemplated hereby with respect to any Indebtedness (A) that is required or permitted to be subordinated hereunder or pari passu with or senior to the Liens securing the Obligations and/or secured by Liens and (B) with respect to which Indebtedness and/or Liens, this Agreement contemplates an intercreditor, subordination, collateral trust or similar agreement (any such other intercreditor, subordination, collateral trust and/or similar agreement, an "**Additional Agreement**"), (b) acknowledges that any Acceptable Intercreditor Agreement and any Additional Agreement is binding upon them, and (c) agrees that it will be bound by, and will not take any action contrary to, the provisions of any Acceptable Intercreditor Agreement or any Additional Agreement and authorizes and instructs the Administrative Agent to enter into any Additional Agreement (including any other Acceptable Intercreditor Agreement) and to subject the Liens on the Collateral securing the Obligations to the provisions thereof. The foregoing provisions are intended as an inducement to the Secured Parties to extend credit to the Borrowers, and the Secured Parties are intended third-party beneficiaries of such provisions and the provisions of any Acceptable Intercreditor Agreement and/or any other Additional Agreement.

12.14 Parallel Debt(a) . (a) Each Credit Party hereby irrevocably and unconditionally agrees and undertakes (by way of an abstract acknowledgement of debt as a new, independent payment obligation to the Collateral Agent as a creditor in its own right and not as representative of the Secured Parties) to pay to the Collateral Agent sums equal to and in the currency of the total amount of its Obligations as and when such amount falls due for payment under the Credit Documents (such Obligations being the "**Principal Obligations**") (such payment undertaking and the obligations and liabilities which are the result thereof, hereinafter being the "**Parallel Debt**"). The amount owed by a Credit Party under its Parallel Debt shall be reduced to the extent that its Principal Obligations are discharged and shall be increased to the extent that

the Principal Obligations are increased. Vice versa the Principal Obligations of any Credit Party towards the Secured Parties under the Credit Documents or otherwise shall be reduced to the extent that the liabilities of such Credit Party towards the Collateral Agent under this Parallel Debt are discharged provided that no Principal Obligation shall be discharged by a discharge of Parallel Debt if such discharge of the Parallel Debt is effected by virtue of any setoff, counterclaim or similar defense invoked by Credit party vis-à-vis the Collateral Agent. The Collateral Agent shall have its own independent right to demand payment of the amounts payable by each Credit Party under this Section 12.14.

(b) The parties to this Agreement hereby acknowledge and agree that (i) each Parallel Debt constitutes undertakings, obligations and liabilities of the relevant Credit Party to the Collateral Agent which are separate and independent from, and without prejudice to, the Principal Obligations which that Credit Party owes to any Secured Party, and (ii) that each Parallel Debt represents the Collateral Agent's own claim to receive payment of such Parallel Debt from the relevant Credit Party; provided that the total amount which may become due under the Parallel Debt of a Credit Party under this clause (b) shall never exceed the total amount which may become due under the Principal Obligations of that Credit Party to the Secured Parties.

(c) For the purpose of this Section 12.14, the Collateral Agent acts in its own name and on behalf of itself and not as agent, representative or trustee of any other Secured Party and its claims in respect of a Parallel Debt shall not be held on trust.

(d) Without limiting or affecting the Collateral Agent's rights against any Credit Party (whether under this Section 12.14 or under any other provision of the Credit Documents), each Credit Party acknowledges that:

(i) nothing in this Section 12.14 shall impose any obligation on the Collateral Agent to advance any sum to an Borrower or otherwise under any Credit Document, except in its capacity as a Lender; and

(ii) for the purpose of any vote taken under any Credit Document, the Collateral Agent shall not be regarded as having any participation or commitment other than those which it has in its capacity as a Lender.

12.15 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE84-14 (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), PTE91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined byin-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Credit Document or any documents related hereto or thereto).

12.16 Erroneous Payments

(a) If the Administrative Agent (x) notifies a Lender, Letter of Credit Issuer or Secured Party, or any Person who has received funds on behalf of a Lender, Letter of Credit Issuer or Secured Party (any such Lender, Letter of Credit Issuer, Secured Party or other recipient, a "**Payment Recipient**") that the Administrative Agent has determined in its reasonable discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds (as set forth in such notice from the Administrative Agent) received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, Letter of Credit Issuer, Secured Party or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "**Erroneous Payment**") and (y) demands in writing the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent pending its return or repayment as contemplated below in this Section 12.16 and held in trust for the benefit of the Administrative Agent, and such Lender, Letter of Credit Issuer or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in

same day funds (in the currency so received), together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such written demand was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Overnight Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Each Lender, Letter of Credit Issuer or Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender, Letter of Credit Issuer or Secured Party under any Credit Document, or otherwise payable or distributable by the Administrative Agent to such Lender, Letter of Credit Issuer or Secured Party under any Credit Document with respect to any payment of principal, interest, fees or other amounts, against any amount that the Administrative Agent has demanded to be returned under immediately preceding clause (a).

(c) (i) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor in accordance with the preceding clause (a), from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "**Erroneous Payment Return Deficiency**"), other than with respect to the Revolving Credit Facility, upon the Administrative Agent's notice to such Lender at any time, then effective immediately (with the consideration therefor being acknowledged by the parties hereto), (A) such Lender shall be deemed to have assigned its Loans (but not its Commitments) of the relevant Class with respect to which such Erroneous Payment was made (the "**Erroneous Payment Impacted Class**") in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Class, the "**Erroneous Payment Deficiency Assignment**") (on a cashless basis and such amount calculated at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance)), and is hereby (together with the Parent Borrower) deemed to execute and deliver an Assignment and Acceptance with respect to such Erroneous Payment Deficiency Assignment, and such Lender shall deliver any promissory notes evidencing such Loans to the Parent Borrower or the Administrative Agent (but the failure of such Person to deliver any such promissory notes shall not affect the effectiveness of the foregoing assignment), (B) the Administrative Agent as the assignee Lender shall be deemed to have acquired the Erroneous Payment Deficiency Assignment, (C) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender, (D) the Administrative Agent and the Parent Borrower shall each be deemed to have waived any consents required under this Agreement to any such Erroneous Payment Deficiency Assignment and (E) the Administrative Agent will reflect in the Register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement.

(ii) Subject to Section 13.6 (but excluding, in all events, any assignment consent or approval requirements (whether from the Parent Borrower or otherwise)), the Administrative Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such

Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). In addition, an Erroneous Payment Return Deficiency owing by the applicable Lender (x) shall be reduced by the proceeds of prepayments or repayments of principal and interest, or other distribution in respect of principal and interest, received by the Administrative Agent on or with respect to any such Loans acquired from such Lender pursuant to an Erroneous Payment Deficiency Assignment (to the extent that any such Loans are then owned by the Administrative Agent) and (y) may, in the sole discretion of the Administrative Agent, be reduced by any amount specified by the Administrative Agent in writing to the applicable Lender from time to time.

(d) The parties hereto agree that (x) irrespective of whether the Administrative Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender, Letter of Credit Issuer or Secured Party, to the rights and interests of such Lender, Letter of Credit Issuer or Secured Party, as the case may be) under the Credit Documents with respect to such amount (the "**Erroneous Payment Subrogation Rights**") (*provided* that the Credit Parties' Obligations under the Credit Documents in respect of the Erroneous Payment Subrogation Rights shall not be duplicative of such Obligations in respect of Loans that have been assigned to the Administrative Agent under an Erroneous Payment Deficiency Assignment) and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by any Borrower or any other Credit Party; *provided*, for the benefit of the Credit Parties, that this Section 12.16 shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Obligations of the Borrowers or the other Credit Parties relative to the amount (and/or timing for payment) of the Obligations that would have been payable had such Erroneous Payment not been made by the Administrative Agent and in no event shall Holdings, any Borrowers or any other Subsidiary be liable in respect of any amounts attributable to an Erroneous Payment; *provided*, *further*, that for the avoidance of doubt, immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from a Credit Party for the purpose of making such Erroneous Payment.

(e) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including, without limitation, any defense based on "discharge for value" or any similar doctrine.

(f) Each party's obligations, agreements and waivers under this Section 12.16 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender or Letter of Credit Issuer, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Credit Document.

Section 13. Miscellaneous

13.1 Amendments, Waivers, and Releases.

(a) General. Neither this Agreement nor any other Credit Document, nor any terms hereof or thereof, may be amended, supplemented or modified except in accordance with this Section 13.1. Except as provided to the contrary pursuant to the definition of "GAAP",Sections 1.13, 1.16, 2.14, 2.15, 3.6 and 9.10 and the subsequent provisions of this Section 13.1 or any other express provision of this Agreement

(which shall only require the consent of the Persons expressly set forth therein), the Required Lenders may, or, with the written consent of the Required Lenders, the Administrative Agent and/or the Collateral Agent may, from time to time, (A) enter into with the relevant Credit Party or Credit Parties written amendments, supplements or modifications hereto and to the other Credit Documents for the purpose of adding any provisions to this Agreement or the other Credit Documents or changing in any manner the rights of the Lenders or of the Credit Parties hereunder or thereunder or (B) waive in writing, on such terms and conditions as the Required Lenders or the Administrative Agent and/or the Collateral Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Credit Documents or any Default or Event of Default and its consequences; provided, however, that each such waiver and each such amendment, supplement or modification shall be effective only in the specific instance and for the specific purpose for which given; provided, further, that no such waiver and no such amendment, supplement or modification shall (x) (i) forgive or reduce any portion of any Loan or extend the scheduled maturity date of any Loan or reduce the stated rate of interest, premium or fees (it being understood that only the consent of the Required Lenders shall be necessary to waive any obligation of the Borrowers to pay interest at the "default rate" or amend Section 2.8(c)), or forgive any portion thereof, or extend the date for the payment of any interest, premium or fee payable hereunder (other than as a result of waiving the applicability of any post-default increase in interest rates), or amend or modify any provisions of Sections 5.3(a) (with respect to the ratable allocation of any payments among the Lenders only), 11.13 (with respect to the ratable allocation of any payments among the Lenders only),13.8(a) or 13.20, or make any Loan, interest, Fee or other amount payable in any currency other than expressly provided herein, in each case without the written consent of each Lender directly and adversely affected thereby; provided that a waiver of any condition precedent in Section 6 or 7 of this Agreement, the waiver of any Default, Event of Default, default interest, mandatory prepayment or reductions, any modification or waiver of the MFN Provision, any modification, waiver or amendment to the financial covenant definitions or financial ratios or any component thereof or the waiver of any other covenant shall not constitute an increase of any Commitment of a Lender, a reduction or forgiveness in the interest rates or the fees or premiums or a postponement of any date scheduled for the payment of principal, premium, interest or fees or an extension of the final maturity of any Loan or the scheduled termination date of any Commitment, in each case for purposes of this clause (i), (ii) consent to the assignment or transfer by a Borrower of its rights and obligations under any Credit Document to which it is a party (except as permitted pursuant to Section 10.3), in each case without the written consent of each Lender directly and adversely affected thereby, (iii) amend, modify or waive any provision of Section 12 without the written consent of the then-current Administrative Agent and Collateral Agent in a manner that directly and adversely affects such Person, (iv) amend, modify or waive any provision of Section 3 with respect to any Letter of Credit without the written consent of the Letter of Credit Issuer to the extent such amendment, modification or waiver directly and adversely affects the Letter of Credit Issuer, (v) change any Revolving Credit Commitment to a Term Loan Commitment, or change any Term Loan Commitment to a Revolving Credit Commitment, in each case without the prior written consent of each Lender directly and adversely affected thereby, (vi) release all or substantially all of the value of the Guarantees of the Guarantors (except as expressly permitted by the Guarantees, this Agreement or the other Credit Documents) or release all or substantially all of the Collateral under the Security Documents (except as expressly permitted by the Security Documents, this Agreement or the other Credit Documents) without the prior written consent of each Lender, (vii) decrease the Initial Term Loan Repayment Amount applicable to Initial Term Loans or extend any scheduled Initial Term Loan Repayment Date applicable to Initial Term Loans, in each case without the written consent of each Lender directly and adversely affected thereby, (viii) reduce the percentages specified in the definitions of the terms Required Lenders or Required Revolving Credit Lenders or amend, modify or waive any provision of this Section 13.1 that has the effect of decreasing the number of Lenders that must approve any amendment, modification or waiver, without the written consent of each Lender or (ix) subordinate (A) Liens with respect to all or substantially all of the value of the Collateral under the Security Documents (other than as expressly permitted by the Security Documents, this Agreement or the other Credit Documents and other than in connection with any debtor-in-possession

(or equivalent) financing or use of Collateral in any proceeding under any Debtor Relief Law) to any Lien securing other third party Indebtedness for borrowed money with an aggregate principal amount in excess of the Threshold Amount or (B) payment obligations of all or substantially all of the Loan Parties under this Agreement or the other Credit Documents to any other third party Indebtedness for borrowed money with an aggregate principal amount in excess of the Threshold Amount (other than as expressly permitted by this Agreement or the other Credit Documents and other than in connection with any debtor-in-possession (or equivalent) financing or use of Collateral in any proceeding under any Debtor Relief Law), in each case of this clause (ix), without the written consent of each Lender directly and adversely affected thereby, unless such directly and adversely affected Lender is offered the opportunity to participate on at least a pro rata basis in such other Indebtedness or (y) notwithstanding anything to the contrary in clause (x) above, (i) extend the final expiration date of any Lender's Commitment or (ii) increase the aggregate amount of the Commitments of any Lender, in each case, without the written consent of such Lender. With respect to the aforementioned amendments or waivers requiring the consent of any adversely affected Lender, for the avoidance of doubt, such amendment or waiver shall not additionally require the consent of the Required Lenders or Required Revolving Credit Lenders, as the case may be. Furthermore, in connection with an amendment that addresses solely a repricing transaction in which any Class of Term Loans is refinanced with a replacement Class of Term Loans bearing (or is modified in such a manner such that the resulting Term Loans bear) a lower Effective Yield, only the consent of each Lender holding Term Loans subject to such permitted repricing transaction that will continue as a Lender in respect of the repriced tranche of Term Loans or modified Term Loans shall be required.

(b) Defaulting Lenders. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except (x) that the Commitment of such Lender may not be increased or extended without the consent of such Lender, (y) for any such amendment, waiver or consent that treats such Defaulting Lender disproportionately from the other Lender of the same Class (other than because of its status as a Defaulting Lender), and (z) that the principal amount of any Loan owed to such Lender may not be decreased or reduced without the consent of such Lender.

(c) Revolving Credit Facility. Notwithstanding the foregoing, (i) only the Required Revolving Credit Lenders shall have the ability to waive, amend, supplement or modify the covenant set forth in Section 10.7 (or the defined terms to the extent used therein but not as used in any other Section of this Agreement) or Section 11 (solely as such provisions relate to Section 10.7), and, after the Closing Date, any condition precedent in Section 7 of this Agreement with respect to the funding of any Revolving Loans or waive any Default or Event of Default that results from any representations made or deemed made by any Credit Party in any Credit Document in connection with any credit extension under the Revolving Credit Facility being untrue in any material respect as of the date made or deemed made, (ii) only the consent of the affected Letter of Credit Issuers and, in the case of clause (x), the Administrative Agent, shall be required to (x) increase or decrease the Letter of Credit Commitment or any Letter of Credit Issuer's Letter of Credit Sublimit or (y) waive, amend or modify any condition precedent set forth in Section 7.2 as it pertains to the issuance of any Letter of Credit by such Letter of Credit Issuer and (iii) only the consent of the Parent Borrower and applicable Class or Classes of Revolving Credit Lenders and/or, if applicable, the Letter of Credit Issuer, subject to the provisions of Section 1.14, shall be required to amend or otherwise modify this Agreement to permit the availability of Revolving Loans and/or Letters of Credit denominated in a currency other than an Available Currency and to make technical changes to this Agreement and any other Credit Document to accommodate the inclusion of any such new currency.

(d) Binding Effect of Waivers. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the affected Lenders and shall be binding upon Holdings, the Borrowers, such Lenders, the Letter of Credit Issuer, the Administrative Agent and all future holders of the affected Loans. In the case of any waiver of any Default or Event of Default, Holdings, the Borrowers,

the Lenders and the Administrative Agent shall be restored to their former positions and rights hereunder and under the other Credit Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing, it being understood that no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon. In connection with the foregoing provisions, the Administrative Agent may, but shall have no obligations to, with the concurrence of any Lender, execute amendments, modifications, waivers or consents on behalf of such Lender.

(e) [Reserved].

(f) Replacement Term Loans. In addition, notwithstanding the foregoing, this Agreement may be amended with the written consent of the Administrative Agent, Holdings, the Borrowers and the Lenders providing the relevant Replacement Term Loans to permit the refinancing of all outstanding Term Loans of any Class ("**Refinanced Term Loans**") with a replacement term loan tranche ("**Replacement Term Loans**") hereunder; provided that (a) the aggregate principal amount of such Replacement Term Loans shall not exceed the aggregate principal amount of such Refinanced Term Loans (*plus* an amount equal to all accrued but unpaid interest, fees, premiums, and expenses incurred in connection therewith), (b) [reserved], (c) subject to the Inside Maturity Exceptions, the final maturity date of such Replacement Term Loans shall not be earlier than the final maturity date of such Refinanced Term Loans and the weighted average life to maturity of such Replacement Term Loans shall not be shorter than the remaining weighted average life to maturity of such Refinanced Term Loans at the time of such refinancing (except to the extent of nominal amortization for periods where amortization has been eliminated as a result of prepayment of the applicable Term Loans), and (d) the covenants, events of default and guarantees shall be not materially more beneficial (taken as a whole) (as determined in good faith by the Parent Borrower) to the Lenders providing such Replacement Term Loans than the covenants, events of default and guarantees applicable to such Refinanced Term Loans, except to the extent (A) reasonably satisfactory to the Administrative Agent (provided that no consent shall be required by the Administrative Agent or any of the Lenders if any covenants, events of default and guarantees are added for the benefit of any Refinanced Term Loans outstanding after giving effect to the funding of the Replacement Term Loans), (B) reflecting then-current market terms (as determined by the Parent Borrower in good faith at the time of incurrence or issuance (or the obtaining of a commitment with respect thereto)) for the applicable type of Indebtedness or (C) applicable to any period after the maturity date in respect of the Refinanced Term Loans in effect immediately prior to such refinancing.

(g) Automatic Release of Guarantees and Liens.

(i) Release of Liens. The Lenders and Secured Parties hereby irrevocably agree that the Liens granted to the Collateral Agent by the Credit Parties on any Collateral shall be automatically released (A) in full, upon the occurrence of the Termination Date, (B) upon the sale or other disposition of such Collateral (including as part of or in connection with any other sale or other disposition permitted hereunder) to any Person other than another Credit Party, to the extent such sale or other disposition is made in compliance with the terms of this Agreement (and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by any Credit Party upon its reasonable request without further inquiry), (C) to the extent such Collateral is comprised of property leased to a Credit Party, upon termination or expiration of such lease, (D) if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders (or such other percentage of the Lenders whose consent may be required in accordance with this Section 13.1), (E) to the extent the property constituting such Collateral is owned by any Guarantor, upon the release of such Guarantor from its obligations under the applicable Guarantee (in accordance with the second following sentence), (F) as required to effect any sale or other disposition of Collateral in connection with any exercise of remedies of the Collateral Agent pursuant to the Security Documents, (G) if such assets constitute Excluded Property or Excluded

Stock or Stock Equivalents and (H) to the extent approved, authorized or ratified in writing in accordance with Section 13.1. Any such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those being released) upon (or obligations (other than those being released) of the Credit Parties in respect of) all interests retained by the Credit Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral except to the extent otherwise released in accordance with the provisions of the Credit Documents. In addition, the Lenders and the Secured Parties hereby irrevocably agree that the Collateral Agent shall, at the request of the Parent Borrower, subordinate any Lien on any property granted to or held by the Collateral Agent under any Credit Document to the holder of any Lien permitted under clause (ii), (vi) (solely with respect to Section 10.1(d) and/or 10.1(v)), (viii), (ix) and/or (xlix) of the definition of Permitted Lien.

(ii) Release of Guarantees. The Lenders and Secured Parties hereby irrevocably agree that any Restricted Subsidiary that is a Guarantor shall be automatically released from the Guarantees upon consummation of any transaction not prohibited hereunder resulting in such Subsidiary ceasing to constitute a Restricted Subsidiary or becoming an Excluded Subsidiary; provided that no Loan Party shall be automatically released from its Guarantee solely as a result of it ceasing to be a Wholly-Owned Subsidiary unless either (x) it is no longer a direct or indirect Subsidiary of the Parent Borrower or (y) such Loan Party ceases to be a Wholly-Owned Subsidiary in connection with a transaction with (A) a Person that is not an Affiliate of the Parent Borrower or (B) an Affiliate of the Parent Borrower if, in the case of this clause (B), such transaction is made for a bona fide business purpose, as determined by the Parent Borrower in good faith.

(iii) Authorization; Evidence of Release. The Lenders and Secured Parties hereby authorize and direct the Administrative Agent and the Collateral Agent, as applicable, to execute and deliver, and the Administrative Agent and the Collateral Agent shall, at the request and expense of the Parent Borrower, execute and deliver, any instruments, documents or agreements necessary or desirable to evidence and confirm the release of any Guarantor or Collateral pursuant to the foregoing provisions of this clause (g), all without the further consent or joinder of any Secured Party.

(h) [Reserved].

(i) Technical Amendments; Intercreditor Agreements; Security Documents; Class Voting. Notwithstanding anything in this Agreement (including, without limitation, this Section 13.1) or any other Credit Document to the contrary, (i) this Agreement and the other Credit Documents may be amended (A) to effect an incremental facility or extension facility pursuant to Section 2.14 (and the Administrative Agent and the Parent Borrower may effect such amendments to this Agreement and the other Credit Documents without the consent of any other party as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Parent Borrower, to effect the terms of any such incremental facility or extension facility) or (B) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Credit Documents with the Term Loans and the Revolving Credit Loans and the accrued interest and fees in respect thereof and to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders, Required Facility Lenders, Required Revolving Credit Lenders, Required Term Loan Lenders (as the case may be) and other definitions related to such new Term Loans and Revolving Credit Loans, in each case with the consent solely of the Administrative Agent and the Parent Borrower; (ii) no Lender consent is required to effect any amendment or supplement to any Acceptable Intercreditor Agreement or other intercreditor agreement or arrangement permitted under this Agreement that is for the purpose of adding the holders of any Indebtedness as expressly contemplated by the terms of such Acceptable

Intercreditor Agreement or such other intercreditor agreement or arrangement permitted under this Agreement, as applicable (it being understood that any such amendment or supplement may make such other changes to the applicable intercreditor agreement as, in the good faith determination of the Administrative Agent, are required to effectuate the foregoing; provided that such other changes are not adverse, in any material respect, to the interests of the Lenders taken as a whole); provided, further, that no such agreement shall amend, modify or otherwise directly and adversely affect the rights or duties of the Administrative Agent hereunder or under any other Credit Document without the prior written consent of the Administrative Agent; (iii) any provision of this Agreement or any other Credit Document may be amended by an agreement in writing entered into by the Parent Borrower and the Administrative Agent to (x) cure any ambiguity, omission, mistake, defect, obvious or technical error, inconsistency or to fix any cross-reference (as reasonably determined by the Administrative Agent and the Parent Borrower) and (y) effect administrative changes of a technical or immaterial nature (including to effect changes to the terms and conditions applicable solely to the Letter of Credit Issuer in respect of Issuances of Letters of Credit); (iv) guarantees, collateral documents and related documents executed by Credit Parties in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be, together with any other Credit Document, entered into, amended, supplemented or waived, without the consent of any other Person, by the applicable Credit Party or Credit Parties and the Administrative Agent or the Collateral Agent in its or their respective sole discretion, to (A) effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties, (B) as required by local law or advice of counsel to give effect to, or protect any security interest for the benefit of the Secured Parties, in any property or so that the security interests therein comply with applicable requirements of law, or (C) to cure ambiguities, omissions, mistakes or defects (as reasonably determined by the Administrative Agent and the Parent Borrower) or to cause such guarantee, collateral security document or other document to be consistent with this Agreement and the other Credit Documents; (v) the Borrower and the Administrative Agent may amend, amend and restate or otherwise modify any Acceptable Intercreditor Agreement as provided for therein or to give effect thereto or to carry out the purpose hereof or thereof without the input or consent of any Lender; (vi) any amendment, waiver or modification of any term or provision that directly affects Lenders of one or more Classes and does not directly affect Lenders under one or more other Classes may be affected with the consent of Lenders constituting Required Facility Lenders of such directly affected Class or Classes in lieu of Required Lenders; (vii) this Agreement may be amended by the Administrative Agent and the Parent Borrower without the consent of any other party as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Parent Borrower, to effect the provisions of Section 1.16 and (viii) the Credit Documents may be amended to add syndication or documentation agents and make customary changes and references related thereto with the consent of only the Parent Borrower and the Administrative Agent.

(j) Net Short Lenders. Notwithstanding anything to the contrary in any Credit Document (including this Section 13.1), in connection with any determination as to whether the requisite Lenders have (A) consented (or not consented) to any waiver, amendment or modification of any provision of this Agreement or any other Credit Document or any departure by any Credit Party therefrom, (B) otherwise acted on any matter related to this Agreement or any Credit Document or (C) directed or required the Administrative Agent, the Collateral Agent or any Lender to undertake any action (or refrain from taking any action) with respect to, or under, this Agreement or any other Credit Document, any Lender (other than an Excluded Lender) that, as a result of its interest (or its and its Covered Affiliates' collective interests) in any total return swap, total rate of return swap, credit default swap or other derivative contract (other than any such total return swap, total rate of return swap, credit default swap or other derivative contract entered into pursuant to bona fide market making activities), has a net short position with respect to any of the Loans or Commitments hereunder or with respect to any other tranche, class or series of Indebtedness for borrowed money incurred or issued by Holdings, the Parent Borrower or any of its Subsidiaries or Parent Entities at such time of determination (including commitments with respect to any

revolving credit facility) (each such item of Indebtedness, including the Loan and Commitments, "**Specified Indebtedness**" and each such Lender, a "**Net Short Lender**") shall have no right to vote with respect to any waiver, amendment or modification of this Agreement or any other Credit Documents and shall be deemed to have voted its interest as a Lender without discretion in the same proportion as the allocation of voting with respect to such matter by Lenders who are not Net Short Lenders. In connection with any waiver, amendment or modification of this Agreement or the other Credit Documents, each Lender (other than any Excluded Lender) will be deemed to have represented to Holdings, the Borrowers and the Administrative Agent that it does not constitute a Net Short Lender, in each case, unless such Lender shall have notified Holdings, the Parent Borrower and the Administrative Agent prior to the requested response date with respect to such waiver, amendment or modification that it constitutes a Net Short Lender (it being understood and agreed that Holdings, the Borrowers and the Administrative Agent shall be entitled to rely on each such representation and deemed representation). The Administrative Agent (and its subagents) shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, any Lender's compliance with the provisions hereof relating to Net Short Lenders. Without limiting the generality of the foregoing, the Administrative Agent (and its subagents), in such capacity and not in its capacity as a Lender, if applicable, shall not be obligated to ascertain, monitor or inquire as to whether any Lender is a Net Short Lender.

(k) For purposes of the preceding clause (j):

(i) "**Covered Affiliate**" means in connection with the determination of a Lender's net short position at the time of any determination, any Affiliate of such Lender that, at the time of such determination, is intentionally coordinating or acting in concert with such Lender with respect to its interest in any Specified Indebtedness and/or any derivative instrument referencing Holdings, any Borrower, any Subsidiary or any Parent Entity or any Specified Indebtedness.

(ii) "**Excluded Lender**" means (A) any Regulated Bank and (B) any Revolving Credit Lender as of the Closing Date.

(iii) "**Regulated Bank**" means (a) a swap dealer registered with the U.S. Commodity Futures Trading Commission or security-based swap dealer registered with the U.S. Securities and Exchange Commission, as applicable or (b) a commercial bank with a consolidated combined capital surplus of at least $5,000,000,000 that is (i) a U.S. depository institution the deposits of which are insured by the Federal Deposit Insurance Corporation; (ii) a corporation organized under section 25A of the U.S. Federal Reserve Act of 1913; (iii) a branch, agency or commercial lending company of a foreign bank operating pursuant to approval by and under the supervision of the Board under 12 CFR part 211; (iv) a non-U.S. branch of a foreign bank managed and controlled by a U.S. branch referred to in clause (iii); or (v) any other U.S. or non-U.S. depository institution or any branch, agency or similar office thereof supervised by a bank regulatory authority in any jurisdiction.

(iv) For purposes of determining whether a Lender (alone or together with its Covered Affiliates) has a "**net short position**" on any date of determination: (i) derivative contracts with respect to any Specified Indebtedness and such contracts that are the functional equivalent thereof shall be counted at the notional amount of such contract in Dollars, (ii) notional amounts in other currencies shall be converted to the Dollar equivalent thereof by such Lender in a commercially reasonable manner consistent with generally accepted financial practices and based on the prevailing conversion rate (determined on a mid-market basis) on the date of determination, (iii) derivative contracts in respect of an index that includes Holdings, any Borrower, any Parent Entity or any Subsidiary or any instrument issued or guaranteed by Holdings, any Borrower, any Parent Entity or any Subsidiary shall not be deemed to create a short position with respect to such

Specified Indebtedness, so long as (x) such index is not created, designed, administered or requested by such Lender or its Covered Affiliates and (y) Holdings, the Borrowers, their Parent Entities and the other Subsidiaries and any instrument issued or guaranteed by such persons, collectively, shall represent less than 5% of the components of such index, (iv) derivative transactions that are documented using either the 2014 ISDA Credit Derivatives Definitions or the 2003 ISDA Credit Derivatives Definitions (collectively, the "**ISDA CDS Definitions**") shall be deemed to create a short position with respect to the relevant Specified Indebtedness if such Lender or its Covered Affiliates is a protection buyer or the equivalent thereof for such derivative transaction and (x) the relevant Specified Indebtedness is a "Reference Obligation" under the terms of such derivative transaction (whether specified by name in the related documentation, included as a "Standard Reference Obligation" on the most recent list published by Markit, if "Standard Reference Obligation" is specified as applicable in the relevant documentation or in any other manner), (y) the relevant Specified Indebtedness would be a "Deliverable Obligation" under the terms of such derivative transaction or (z) Holdings, any Borrower, any Parent Entity or any Subsidiary is designated as a "Reference Entity" under the terms of such derivative transaction and (v) credit derivative transactions or other derivatives transactions not documented using the ISDA CDS Definitions shall be deemed to create a short position with respect to any Specified Indebtedness if such transactions offer the Lender or its Covered Affiliates protection against a decline in the value of such Specified Indebtedness, or in the credit quality of Holdings, any Borrower, any Parent Entity or any Subsidiary, in each case, other than as part of an index so long as (x) such index is not created, designed, administered or requested by such Lender or its Covered Affiliates and (y) Holdings, any Parent Entity, the Borrowers and the Subsidiaries, and any instrument issued or guaranteed by such persons, collectively, shall represent less than 5% of the components of such index.

(v) For the avoidance of doubt, the determination of whether a Lender has a "net short position" shall take into account both the long positions (i.e., a position (whether as an investor, lender or holder of Specified Indebtedness and/or derivative instruments) where the holder is exposed to the credit risk of debt obligations issued or guaranteed by any of Holdings, the Borrowers, their Parent Entities and the Subsidiaries) and the short positions (i.e., a position as described above, but where the holder is instead protected from the credit risk described above) held by such Lender.

13.2 Notices. Unless otherwise expressly provided herein, all notices and other communications provided for hereunder or under any other Credit Document shall be in writing (including by facsimile transmission). All such written notices shall be mailed, faxed or delivered to the applicable address, facsimile number or electronic mail address, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(a) if to Holdings, the Parent Borrower, the Administrative Agent, the Collateral Agent, or the Letter of Credit Issuer, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 13.2 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties; and

(b) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the Parent Borrower, the Administrative Agent, the Collateral Agent and the Letter of Credit Issuer.

All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt by the relevant party hereto and (ii) (A) if delivered by hand or by courier, when signed for by or on behalf of the relevant party hereto; (B) if delivered by mail, three Business Days after deposit in the mails, postage prepaid; (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (D) if delivered by electronic mail, when delivered; provided that notices and other communications to the Administrative Agent or the Lenders pursuant to Sections 2.3, 2.6, 2.9, 4.2 and 5.1 shall not be effective until received.

13.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Administrative Agent, the Collateral Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Credit Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers, and privileges provided by law.

13.4 Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Credit Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans hereunder.

13.5 Payment of Expenses; Indemnification.

(a) Each Borrower, jointly and severally, agrees (i) to pay or reimburse each of the Agents for all their reasonable and documentedout-of-pocket costs and expenses (without duplication) incurred in connection with the development, preparation, negotiation, execution and delivery of, and any amendment, supplement, modification to, waiver and/or enforcement of this Agreement and the other Credit Documents and any other documents prepared in connection herewith or therewith (in the case of any amendment, supplement, modification or waiver, whether or not effective), and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable fees, disbursements and other charges of (x) Milbank LLP (or such other counsel as may be agreed by the Administrative Agent and the Parent Borrower), (y) one counsel in each relevant jurisdiction and (z) other advisors and consultants to the Agents to the extent the Parent Borrower provides written consent thereto, (ii) to pay or reimburse each Agent for all their reasonable and documented out-of-pocket costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Credit Documents and any such other documents, including the reasonable fees, disbursements and other charges of one firm of counsel to the Administrative Agent and the Collateral Agent, and, to the extent required, one firm of local counsel in each relevant jurisdiction with the Parent Borrower's consent (such consent not to be unreasonably withheld, delayed or conditioned) (which may include a single special counsel acting in multiple jurisdictions), and (iii) to pay, indemnify and hold harmless each Lender, each Agent, the Letter of Credit Issuer and their respective Related Parties (without duplication) (the "**Indemnified Persons**") from and against any and all losses, claims, damages, liabilities, obligations, demands, actions, judgments, suits, costs, expenses, disbursements or penalties of any kind or nature whatsoever (and the reasonable and documented out-of-pocket fees, expenses, disbursements and other charges of one firm of counsel for all Indemnified Persons, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnified Person affected by such conflict notifies the Parent Borrower of any existence of such conflict and in connection with the investigating or defending any of the foregoing (including the reasonable fees), of another firm of counsel for all similarly affected Indemnified Persons), and to the extent required, one firm of local counsel in each relevant jurisdiction (which may include a single special counsel acting in multiple jurisdictions)) of any such Indemnified Person arising out of or relating to any action, claim, litigation, investigation or other proceeding

(regardless of whether such Indemnified Person is a party thereto), arising out of (x) any Commitment, Loan or the use or proposed use of the proceeds therefrom, arising out of, or with respect to the Transactions or to the execution, delivery, performance, administration and enforcement of this Agreement, the other Credit Documents and any such other documents, agreements, letters or instruments delivered in connection with the transactions contemplated thereby or the consummation of the transactions contemplated thereby or (y) the violation of, noncompliance with or liability under, any Environmental Law or any actual or alleged presence, Release or threatened Release of Hazardous Materials attributable to Holdings, the Parent Borrower or any of their Subsidiaries (all the foregoing in this clause (iii), regardless of whether brought by Holdings, the Parent Borrower, any of their subsidiaries or any other Person collectively, the "**Indemnified Liabilities**"); provided that Holdings and the Borrowers shall have no obligation hereunder to any Indemnified Person with respect to the Indemnified Liabilities to the extent arising from (i) the gross negligence, bad faith or willful misconduct of such Indemnified Person or any of its Related Parties as determined in a final and non-appealable judgment of a court of competent jurisdiction, (ii) a material breach of the obligations of such Indemnified Person or any of its Related Parties under the terms of this Agreement by such Indemnified Person or any of its Related Parties as determined in a final and non-appealable judgment of a court of competent jurisdiction, or (iii) any proceeding between and among Indemnified Persons that does not involve an act or omission by Holdings, the Parent Borrower or any of their respective Subsidiaries; provided that the Agents, to the extent acting in their capacity as such, shall remain indemnified in respect of such proceeding. The agreements in this Section 13.5 shall survive repayment of the Loans and all other amounts payable hereunder. This Section 13.5 shall not apply with respect to Taxes, other than any Taxes that represent losses, claims, damages, liabilities, obligations, penalties, actions, judgments, suits, costs, expenses or disbursements arising from any non-Tax claim. Holdings, the Borrowers and their Subsidiaries shall not be liable for any settlement of any proceeding effected without the Parent Borrower's written consent (which consent shall not be unreasonably withheld, delayed or conditioned), but if such proceeding is settled with the written consent of the Parent Borrower or if there is a final judgment in such proceeding, the Borrowers shall, jointly and severally, indemnify and hold harmless such Indemnified Person to the extent specified in this paragraph (a). Holdings, the Borrowers and their Subsidiaries shall not, without the prior written consent of any Indemnified Person (which consent shall not be unreasonably withheld, delayed or conditioned), effect any settlement of any pending or threatened proceedings in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (i) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability or claims that are the subject matter of such proceedings and (ii) does not include any statement as to or any admission of fault, culpability, wrongdoing or a failure to act by or on behalf of any Indemnified Person.

(b) Each Indemnified Person agrees (x) that the Borrowers shall have no obligation to reimburse such Indemnified Person for fees and expenses and (y) to return and refund any and all amounts paid by the Borrowers pursuant to this Section 13.5, in the case of each of clauses (x) and (y), to the extent such Indemnified Person is not entitled to payment of such amounts in accordance with the terms of the Credit Documents.

(c) No Credit Party, Initial Investor or Indemnified Person (or any Related Party of an Indemnified Person) shall have any liability for any special, punitive, indirect or consequential damages resulting from this Agreement or any other Credit Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date); provided that the foregoing shall not limit the Borrowers' indemnification obligations to the Indemnified Persons pursuant to Section 13.5(a) or under any other provision of this Agreement or any of the other Credit Documents. No Indemnified Person (or any Related Party of an Indemnified Person) shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Credit Documents or the transactions contemplated hereby or thereby, except to the extent that such damages have resulted from the willful misconduct, bad faith or gross negligence of any Indemnified Person or any of its Related Parties as determined by a final and non-appealable judgment of a court of competent jurisdiction.

13.6 Successors and Assigns; Participations and Assignments.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) except as expressly permitted by Section 10.3, no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender (and any attempted assignment or transfer by any Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 13.6. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in clause (c) of this Section 13.6) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Collateral Agent, the Letter of Credit Issuer and the Lenders and each other Person entitled to indemnification under Section 13.5) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in clause (b)(ii) below and Section 13.7, 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 Commitments under any Credit Facility (which shall be assigned with the same ratable amount of outstanding Loans (including participations in L/C Obligations) under such Credit Facility at the time owing to it)) with the prior written consent (such consent not to be unreasonably withheld, delayed or conditioned) of

(A) the Parent Borrower; provided that no consent of the Parent Borrower shall be required for (1) an assignment of Loans or Commitments to a Lender, an Affiliate of a Lender (if, in respect of the Revolving Credit Facility, such Lender is a Revolving Credit Lender), or an Approved Fund thereof or (2) an assignment of Loans or Commitments to any assignee if an Event of Default under Section 11.1 or Section 11.5 (solely with respect to a Borrower) has occurred and is continuing;

(B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required for an assignment of Loans or Commitments to a Lender, an Affiliate of a Lender (if, in respect of the Revolving Credit Facility, such Lender is a Revolving Credit Lender), or an Approved Fund thereof; and

(C) the Letter of Credit Issuer at the time of such assignment;provided that no consent of such Letter of Credit Issuer shall be required for any assignment of any Term Loan;

The Parent Borrower's consent shall be deemed to have been given in respect of any assignment of Term Loans if the Parent Borrower has not responded within 10 Business Days after having received a written assignment request. Notwithstanding the foregoing, no such assignment shall be made to (i) a natural Person, Disqualified Institution (provided that assignments may be made to Disqualified Institutions unless a list of Disqualified Institutions has been made available to the assignor upon request) or Defaulting Lender and (ii) with respect to the Revolving Credit Commitments, Holdings, a Borrower or any of their Subsidiaries or any Affiliated Lender (other than an Affiliated Institutional Lender). For the avoidance of doubt, the Administrative Agent shall bear no responsibility or liability for monitoring and enforcing the list of Persons who are Disqualified Institutions at any time.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than $2,500,000 in the case of Revolving Credit Commitments and $1,000,000 in the case of Term Loans (and shall, in each case be in an integral multiple thereof), unless each of the Parent Borrower and the Administrative Agent otherwise consents (which consents shall not be unreasonably withheld, delayed or conditioned); provided that no such consent of the Parent Borrower shall be required if an Event of Default under Section 11.1 or Section 11.5 (solely with respect to a Borrower) has occurred and is continuing;provided, further, that contemporaneous assignments by a Lender and its Affiliates or Approved Funds shall be aggregated for purposes of meeting the minimum assignment amount requirements stated above (and simultaneous assignments to or by two or more Related Funds shall be treated as one assignment), if any;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement; provided that this clause shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance via an electronic settlement system or other method reasonably acceptable to the Administrative Agent, together with a processing and recordation fee in the amount of $3,500; provided that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment; provided, further, that such recordation fee shall not be payable in the case of assignments by any Affiliate of the Joint Lead Arrangers or any assignment to Holdings, any Borrower, any Subsidiary or any Affiliated Lender or Affiliated Institutional Lender;

(D) the assignee shall represent that it is not a Disqualified Institution or an Affiliate of a Disqualified Institution and, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire in a form approved by the Administrative Agent (the "**Administrative Questionnaire**") and applicable tax forms (as required underSection 5.4(e)); and

(E) any assignment to Holdings, a Borrower, any Subsidiary or an Affiliated Lender (other than an Affiliated Institutional Lender) shall also be subject to the requirements of Section 13.6(h).

For the avoidance of doubt, the Administrative Agent bears no responsibility for tracking or monitoring assignments to or participations by any Affiliated Lender.

(iii) Subject to acceptance and recording thereof pursuant to clause (b)(v) of this Section 13.6, from and after the effective date specified in each Assignment and Acceptance, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement and the other Credit Documents, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.10, 2.11, 3.5, 5.4 and 13.5). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 13.6 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with clause (c) of this Section 13.6. For the avoidance of doubt, in case of an assignment to a new Lender pursuant to this Section 13.6, (i) the Administrative Agent, the new Lender and other Lenders shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the new Lender been an original Lender signatory to this Agreement with the rights and/or obligations acquired or assumed by it as a result of the assignment and to the extent of the assignment the assigning Lender shall each be released from further obligations under the Credit Documents and (ii) the benefit of each Security Document shall be maintained in favor of the new Lender.

(iv) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrowers, shall maintain at the Administrative Agent's Office a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount of the Loans (and stated interest amounts thereon) and any payment made by the Letter of Credit Issuer under any Letter of Credit owing to each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive, absent manifest error, and the Borrowers, the Administrative Agent, the Collateral Agent, the Letter of Credit Issuer and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers, the Collateral Agent, the Letter of Credit Issuer, the Administrative Agent and its Affiliates and, with respect to itself, any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire and applicable tax forms (as required under Section 5.4(e) unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in clause (b) of this Section 13.6 and any written consent to such assignment required by clause (b) of this Section 13.6, the Administrative Agent shall promptly accept such Assignment and Acceptance and record the information contained therein in the Register. No assignment, whether or not evidenced by a promissory note, shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this clause (b)(v).

(c) (i) Any Lender may, without the consent of, or notice to the Parent Borrower or the Administrative Agent or the Letter of Credit Issuer, sell participations to one or more banks or other Persons (other than (x) a natural person, (y) Holdings, a Borrower or any of their Subsidiaries and (z) any Disqualified Institution; provided, however, that participations may be sold to Disqualified Institutions

unless a list of Disqualified Institutions has been made available to the grantor of the participation upon its request) (each, a "**Participant**") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (C) the Borrowers, the Administrative Agent, the Letter of Credit Issuer, 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, the Administrative Agent shall bear no responsibility or liability for monitoring and enforcing the list of Disqualified Institutions or the sales of participations thereto at any time. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement or any other Credit Document; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in clauses (i) and (vi) of the third proviso to Section 13.1 that affects such Participant. Subject to clause (c)(ii) of this Section 13.6, the Borrowers agree that each Participant shall be entitled to the benefits of Sections 2.10, 2.11, 3.5, and 5.4 to the same extent as if it were a Lender (subject to the limitations and requirements of those Sections as though it were a Lender and had acquired its interest by assignment pursuant to clause (b) of this Section 13.6, including the requirements of clause (e) of Section 5.4) (it being agreed that any documentation required under Section 5.4(e) shall be provided to the participating Lender)). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 13.8(b) as though it were a Lender; provided that such Participant shall be subject to Section 13.8(a) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.10, 2.11, 3.5 or 5.4 than the applicable Lender would have been entitled to receive absent the sale of such the participation sold to such Participant, except to the extent such entitlement to a greater payment results from a Change in Law after the sale of participations takes place. 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 of (and stated interest amounts on) each Participant's interest in the Loans or other obligations under this Agreement (the "**Participant Register**"). 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. No Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Credit Document) except to the extent that such disclosure is necessary in connection with a tax audit or other proceeding 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 and Section 1.163-5(b) of the proposed United States Treasury Regulations.

(d) Any Lender may, without the consent of, or notice to, the Parent Borrower or the Administrative Agent, at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, or other central bank having jurisdiction over such Lender, and this Section 13.6 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Subject to Section 13.16, the Borrowers authorize each Lender to disclose to any Participant, secured creditor of such Lender or assignee (each, a "**Transferee**") and any prospective Transferee any and all financial information in such Lender's possession concerning the Borrowers and their Affiliates that has been delivered to such Lender by or on behalf of the Borrowers and their Affiliates pursuant to this Agreement or that has been delivered to such Lender by or on behalf of the Borrowers and their Affiliates in connection with such Lender's credit evaluation of the Borrowers and their Affiliates prior to becoming a party to this Agreement.

(f) The words "execution," "signed," "signature," and words of like import in any Assignment and Acceptance 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.

(g) Notwithstanding anything to the contrary contained herein, any Lender (a "**Granting Lender**") may grant to a special purpose funding vehicle (an "**SPV**"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Parent Borrower, the option to provide to the Borrowers all or any part of any Loan that such Granting Lender would otherwise be obligated to make the Borrowers pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPV to make any Loan, (ii) such SPV and the applicable Loan or any applicable part thereof shall be appropriately reflected in the Participant Register and (iii) if an SPV elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan by an SPV hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that no SPV shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPV, it shall not institute against, or join any other Person in instituting against, such SPV any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any State thereof. In addition, notwithstanding anything to the contrary contained in this Section 13.6, any SPV may (i) with notice to, but without the prior written consent of, the Parent Borrower and the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Lender or to any financial institutions (consented to by the Parent Borrower and the Administrative Agent) other than a Disqualified Institution providing liquidity and/or credit support to or for the account of such SPV to support the funding or maintenance of Loans and (ii) subject to Section 13.16, disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPV. This Section 13.6(g) may not be amended without the written consent of the SPV. Notwithstanding anything to the contrary in this Agreement but subject to the following sentence, each SPV shall be entitled to the benefits of Sections 2.10, 2.11, 3.5 and 5.4 to the same extent as if it were a Lender (subject to the limitations and requirements of those Sections as though it were a Lender and had acquired its interest by assignment pursuant to clause (b) of this Section 13.6, including the requirements of clause (e) of Section 5.4 (it being agreed that any documentation required under Section 5.4(e) shall be provided to the Granting Lender)). Notwithstanding the prior sentence, an SPV shall not be entitled to receive any greater payment under Section 2.10, 2.11, 3.5 or 5.4 than its Granting Lender would have been entitled to receive absent the grant to such SPV, unless such grant to such SPV is made with the Parent Borrower's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned).

(h) Notwithstanding anything to the contrary contained herein and so long as no Event of Default (solely with respect to the Parent Borrower) is then continuing, (x) any Lender may, at any time, assign all or a portion of its rights and obligations under this Agreement in respect of its Term Loans to Holdings, a Borrower, any Subsidiary, any Affiliated Lender or any Affiliated Institutional Lender and (y) Holdings, the Borrowers and any Subsidiary may, from time to time, purchase or prepay Term Loans, in each case, on a non-*pro rata* basis through (x) Dutch auction procedures open to all applicable Lenders on a *pro rata* basis in accordance with customary procedures to be agreed between the Parent Borrower and the Auction Agent or (y) open market purchases; provided that:

(i) any Loans or Commitments acquired by Holdings, any Borrower or any other Subsidiary shall be retired and cancelled promptly upon the acquisition thereof;

(ii) by its acquisition of Loans or Commitments, an Affiliated Lender shall be deemed to have acknowledged and agreed that:

(A) it shall not have any right to (I) attend or participate in (including, in each case, by telephone) any meeting (including "Lender only" meetings) or discussions (or portion thereof) among the Administrative Agent or any Lender at which representatives of the Borrowers are not then present, (II) receive any information or material prepared by the Administrative Agent or any Lender or any communication by or among the Administrative Agent and one or more Lenders or any other material which is "Lender only", except to the extent such information or materials have been made available to the Borrowers or their representatives (and in any case, other than the right to receive notices of prepayments and other administrative notices in respect of its Loans required to be delivered to Lenders pursuant to Section 2) or receive any advice of counsel to the Administrative Agent or (III) make any challenge to the Administrative Agent's or any other Lender's attorney-client privilege on the basis of its status as a Lender; and

(B) except with respect to any amendment, modification, waiver, consent or other action (I) in Section 13.1 requiring the consent of all Lenders, all Lenders directly and adversely affected or specifically such Lender, (II) that alters an Affiliated Lender's *pro rata* share of any payments given to all Lenders or all Lenders of a specified Class, or (III) affects the 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 an 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 affect the Affiliated Lender in a manner that is materially adverse to such 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) (and shall be deemed to have been voted in the same percentage as all other applicable Lenders voted if necessary to give legal effect to this paragraph); and

(iii) the aggregate principal amount of Term Loans held at any one time by Affiliated Lenders may not exceed 25% of the aggregate principal amount of all Term Loans outstanding at the time of such purchase;

(iv) any such Loans acquired by an Affiliated Lender may, with the consent of the Parent Borrower, be contributed to a Borrower and exchanged for debt or equity securities that are otherwise permitted to be issued at such time (and such Loans or Commitments shall be retired and cancelled promptly) hereunder; and

(v) no Revolving Loan shall be utilized for such purchase by Holdings, any Borrower or any other Subsidiary.

For avoidance of doubt, the foregoing limitations shall not be applicable to Affiliated Institutional Lenders. None of the Borrowers, Holdings, any Subsidiary of Holdings or any Affiliated Lender shall be required to make any representation that it is not in possession of information which is not publicly available and/or material with respect to Holdings, the Borrowers and their respective Subsidiaries or their respective securities for purposes of U.S. federal and state securities laws and all parties to the relevant transactions shall render customary "big boy" disclaimer letters.

13.7 Replacements of Lenders Under Certain Circumstances

(a) The Parent Borrower, at its cost and expense (which, for the avoidance of doubt, may be shared with the replacement institution with such institution's consent), shall be permitted (x) to replace any Lender or (y) terminate the Commitment of such Lender or Letter of Credit Issuer, as the case may be, and (1) in the case of a Lender (other than the Letter of Credit Issuer), repay (or cause the Borrowers to repay) all Obligations of the Borrowers due and owing to such Lender relating to the Loans and participations held by such Lender as of such termination date and (2) in the case of the Letter of Credit Issuer, repay (or cause the Borrowers to repay) all Obligations of the Borrowers owing to such Letter of Credit Issuer relating to the Loans and participations held by the Letter of Credit Issuer as of such termination date and cancel or backstop on terms satisfactory to such Letter of Credit Issuer any Letters of Credit issued by it that (a) requests reimbursement for amounts owing pursuant to Sections 2.10 or 5.4, (b) is affected in the manner described in Section 2.10(a)(iii) and as a result thereof any of the actions described in such Section is required to be taken, or (c) becomes a Defaulting Lender, with a replacement bank or other financial institution; provided that (i) such replacement does not conflict with any Requirement of Law, (ii) no Event of Default under Sections 11.1 or 11.5 (solely with respect to a Borrower) shall have occurred and be continuing at the time of such replacement, (iii) the Borrowers shall repay (or the replacement bank or institution shall purchase, at par) all Loans and other amounts pursuant to Sections 2.10, 2.11, 5.4 or 13.5, as the case may be, owing to such replaced Lender prior to the date of replacement, (iv) the replacement bank or institution, if not already a Lender, an Affiliate of the Lender, an Affiliated Lender or an Approved Fund, and the terms and conditions of such replacement, shall be reasonably satisfactory to the Administrative Agent, (v) the replacement bank or institution, if not already a Lender shall be subject to Section 13.6(a), (vi) the replaced Lender shall be obligated to make such replacement in accordance with Section 13.6 (provided that unless otherwise agreed the Borrowers shall be obligated to pay the registration and processing fee referred to therein), and (vii) any such replacement shall not be deemed to be a waiver of any rights that the Borrowers, the Administrative Agent or any other Lender shall have against the replaced Lender.

(b) If any Lender (such Lender, a "**Non-Consenting Lender**") has failed to consent to a proposed amendment, waiver, discharge or termination that pursuant to the terms of Section 13.1 requires the consent (i) of all of the Lenders (or all of the Lenders of any particular Class) directly and adversely affected or (ii) of all of the Lenders (or all of the Lenders of any particular Class), and, in each case, with respect to which at least a majority in interest of the requisite group of Lenders shall have granted their consent, then, the Parent Borrower, at its cost and expense (which, for the avoidance of doubt, may be shared with the replacement institution with such institution's consent), shall have the right (unless such Non-Consenting Lender grants such consent) to (x) replace such Non-Consenting Lender by requiring such Non-Consenting Lender to assign its Loans, and its Commitments hereunder to one or more assignees

reasonably acceptable to the Administrative Agent (to the extent such consent would be required under Section 13.6) or to terminate the Commitment of such Lender or Letter of Credit Issuer, as the case may be, and (1) in the case of a Lender (other than the Letter of Credit Issuer), repay all Obligations of the Borrowers due and owing to such Lender relating to the Loans and participations held by such Lender as of such termination date and (2) in the case of the Letter of Credit Issuer, repay all Obligations of the Borrowers owing to such Letter of Credit Issuer relating to the Loans and participations held by the Letter of Credit Issuer as of such termination date and cancel or backstop on terms satisfactory to such Letter of Credit Issuer any Letters of Credit issued by it); provided that (a) all Obligations hereunder of the Borrowers owing to such Non-Consenting Lender being replaced shall be paid in full to such Non-Consenting Lender concurrently with such assignment including any amounts that such Lender may be owed pursuant to Section 2.11 and (b) the replacement Lender shall purchase the foregoing by paying to such Non-Consenting Lender a price equal to the principal amount thereof *plus* accrued and unpaid interest thereon, and (c) the Borrowers shall pay to such Non-Consenting Lender the amount, if any, owing to such Lender pursuant to Section 5.1(b). In connection with any such assignment, the Borrowers, the Administrative Agent, such Non-Consenting Lender and the replacement Lender shall otherwise comply with Section 13.6 (with the Borrowers or replacement lender responsible for payment of the registration and processing fee).

(c) Notwithstanding anything herein to the contrary, each party hereto agrees that any assignment pursuant to the terms of this Section 13.7 may be effected pursuant to an Assignment and Acceptance executed by the Parent Borrower, the Administrative Agent and the assignee and that the Lender making such assignment need not be a party thereto.

13.8 Adjustments; Set-off.

(a) Except as contemplated in Section 13.6 or elsewhere herein, if any Lender (a **"Benefited Lender**") shall at any time receive any payment of all or part of its Loans, or interest thereon, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 11.5, or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender that would otherwise share ratably with respect to the Loans of the applicable Class, if any, in respect of such other Lender's Loans, or interest thereon, such Benefited Lender shall purchase for cash from such other Lenders a participating interest in such portion of each such other Lender's Loan, or shall provide such other Lenders with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) After the occurrence and during the continuance of an Event of Default, in addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without prior notice to the Credit Parties, any such notice being expressly waived by the Credit Parties to the extent permitted by applicable law, upon any amount becoming due and payable by the Credit Parties hereunder (whether at the stated maturity, by acceleration or otherwise) to set-off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final) (other than payroll, trust, tax, fiduciary, and petty cash accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any Affiliate, branch or agency thereof to or for the credit or the account of the Credit Parties. Each Lender agrees promptly to notify the Credit Parties and the Administrative Agent after any such set-off and application made by such Lender; provided that the failure to give such notice shall not affect the validity of such set-off and application.

13.9 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Parent Borrower and the Administrative Agent.

13.10 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13.11 Integration. This Agreement and the other Credit Documents represent the agreements of Holdings, the Borrowers, the Collateral Agent, the Administrative Agent and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by Holdings, the Borrowers, the Administrative Agent, the Collateral Agent nor any Lender relative to subject matter hereof not expressly set forth or referred to herein or in the other Credit Documents.

13.12 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. EACH LETTER OF CREDIT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK; PROVIDED, THAT (I) THE INTERPRETATION OF THE DEFINITION OF "MATERIAL ADVERSE EFFECT" (AS DEFINED IN THE TRANSACTION AGREEMENT) AND THE DETERMINATION OF WHETHER A "MATERIAL ADVERSE EFFECT" HAS OCCURRED, (II) THE DETERMINATION OF THE ACCURACY OF ANY SPECIFIED TRANSACTION AGREEMENT REPRESENTATION AND WHETHER AS A RESULT OF ANY INACCURACY THEREOF THE PARENT OR ITS APPLICABLE AFFILIATE HAS A RIGHT TO TERMINATE ITS OBLIGATIONS UNDER THE TRANSACTION AGREEMENT OR DECLINE TO CONSUMMATE THE ACQUISITION AND (III) THE DETERMINATION OF WHETHER THE ACQUISITION HAS BEEN CONSUMMATED IN ACCORDANCE WITH THE TERMS OF THE TRANSACTION AGREEMENT AND, IN ANY CASE, ANY CLAIM OR DISPUTE ARISING OUT OF ANY SUCH INTERPRETATION OR DETERMINATION OR ANY ASPECT THEREOF, SHALL IN EACH CASE BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS.

13.13 Submission to Jurisdiction; Waivers. Each party hereto irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Credit Documents governed by New York law to which it is a party to the exclusive general jurisdiction of the courts of the State of New York or the courts of the United States for the Southern District of New York, in each case sitting in New York City in the Borough of Manhattan, and appellate courts from any thereof provided that with respect to any suit, action or proceeding arising out of or relating to the Transaction Agreement or the Transactions contemplated thereby which does not involve any claims against the Joint Lead Arrangers or the Lenders, this sentence shall not override any jurisdiction provision in the Transaction Agreement;

(b) consents that any such action or proceeding shall be brought in such courts and waives (to the extent permitted by applicable law) any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same or to commence or support any such action or proceeding in any other courts;

(c) agrees (i) that service of process in any such action or proceeding shall be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person at its address set forth on Schedule 13.2 at such other address of which the Administrative Agent shall have been notified pursuant to Section 13.2, (ii) the Parent Borrower shall be the authorized agent for any Credit Party, upon whom process may be served in any suit, action or proceeding arising out of or relating to this Agreement and the other Credit Documents or the performance of services hereunder or thereunder which may be instituted in any court referred to in Section 13.13(a) and (iii) service of process upon Parent Borrower shall be deemed, in every respect, effective service of process upon any such Credit Party;

(d) agrees that nothing herein shall affect the right of the Administrative Agent, any Lender or another Secured Party to effect service of process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Holdings or the Parent Borrower or any other Credit Party in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 13.13 any special, exemplary, punitive or consequential damages; provided that nothing in this clause (e) shall limit the Credit Parties' indemnification obligations set forth in Section 13.5.

13.14 Acknowledgments. Each of Holdings and the Borrowers hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution, and delivery of this Agreement and the other Credit Documents;

(b) (i) the Credit Facilities provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Credit Document) are an arm's-length commercial transaction between the Borrowers and the other Credit Parties, on the one hand, and the Administrative Agent, the Lenders and the other Agents on the other hand, and the Borrowers and the other Credit Parties are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated hereby and by the other Credit Documents (including any amendment, waiver or other modification hereof or thereof);

(ii) in connection with the process leading to such transaction, each of the Administrative Agent and the other Agents, is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary for the Borrowers, any other Credit Parties or any of their respective Affiliates, stockholders, creditors or employees, or any other Person;

(iii) neither the Administrative Agent, any other Agent nor any Lender has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Borrowers or any other Credit Party with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Credit Document (irrespective of whether the Administrative Agent, other Agent or any Lender has advised or is currently advising the Borrowers, the other Credit Parties or their respective Affiliates on other matters) and neither the Administrative Agent, other Agent nor any Lender has any obligation to the Borrowers, the other Credit Parties or their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Credit Documents;

(iv) the Administrative Agent, each other Agent, each Lender and each Affiliate of the foregoing may be engaged in a broad range of transactions that involve interests that differ from those of the Borrowers and their Affiliates, and neither the Administrative Agent, any other Agent nor any Lender has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and

(v) neither the Administrative Agent, any other Agent, any Lender nor any of their respective Affiliates has provided and none will provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Credit Document) and the Borrowers have consulted their own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. Each of Holdings and the Borrowers hereby agrees that it will not claim that any Agent owes a fiduciary or similar duty to the Credit Parties in connection with the Transactions contemplated hereby and waives and releases, to the fullest extent permitted by law, any claims that it may have against the Administrative Agent, any other Agent or any Lender with respect to any breach or alleged breach of agency or fiduciary duty; and

(c) no joint venture is created hereby or by the other Credit Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Borrowers, on the one hand, and any Lender, on the other hand.

13.15 WAIVERS OF JURY TRIAL. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

13.16 Confidentiality. The Administrative Agent, each other Agent and each Lender (collectively, the "**Restricted Persons**" and, each a "**Restricted Person**") shall treat confidentially all non-public information provided to any Restricted Person by or on behalf of any Credit Party hereunder in connection with such Restricted Person's evaluation of whether to become a Lender hereunder or obtained by such Restricted Person pursuant to the requirements of this Agreement ("**Confidential Information**") and shall not publish, disclose or otherwise divulge such Confidential Information; provided that nothing herein shall prevent any Restricted Person from disclosing any such Confidential Information (a) pursuant to the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law, rule or regulation or compulsory legal process (in which case such Restricted Person agrees (except with respect to any routine or ordinary course audit or examination conducted by bank accountants or any governmental or bank regulatory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable law, rule or regulation, to inform the Parent Borrower promptly thereof prior to disclosure), (b) upon the request or demand of any regulatory authority having jurisdiction over such Restricted Person or any of its Affiliates (in which case such Restricted Person agrees (except with respect to any routine or ordinary course audit or examination conducted by bank accountants or any governmental or bank regulatory authority exercising examination or regulatory authority) to the extent practicable and not prohibited by applicable law, rule or regulation, to inform the Parent Borrower promptly thereof prior to disclosure), (c) to the extent that such Confidential Information becomes publicly available other than by reason of improper disclosure by such Restricted Person or any of its affiliates or any related parties thereto in violation of any confidentiality obligations owing under this Section 13.16, (d) to the extent that such Confidential Information is received by such Restricted Person from a third party that is not, to such Restricted Person's knowledge, subject to confidentiality obligations owing to any Credit Party or any of their respective subsidiaries or affiliates, (e)

to the extent that such Confidential Information was already in the possession of the Restricted Persons prior to any duty or other undertaking of confidentiality or is independently developed by the Restricted Persons without the use of such Confidential Information, (f) to such Restricted Person's affiliates and to its and their respective limited partners, lenders, investors, managed accounts and rating agencies and to the respective officers, directors, partners, employees, legal counsel, independent auditors, and other experts or agents of each of the foregoing, in each case, who need to know such Confidential Information in connection with providing the Loans (or in connection with the evaluation, monitoring or administration of any Lender's investment in the Credit Facilities) or action as an Agent hereunder and who are informed of the confidential nature of such Confidential Information and who are subject to customary confidentiality obligations of professional practice or who agree to be bound by the terms of this Section 13.16 (or confidentiality provisions at least as restrictive as those set forth in this Section 13.16) (with each such Restricted Person, to the extent within its control, responsible for such person's compliance with this paragraph), (g) to potential or prospective Lenders, hedge providers, participants or assignees, in each case who agree (pursuant to customary syndication practice) to be bound by the terms of this Section 13.16 (or confidentiality provisions at least as restrictive as those set forth in this Section 13.16); provided that (i) the disclosure of any such Confidential Information to any Lenders, hedge providers or prospective Lenders, hedge providers or participants or prospective participants referred to above shall be made subject to the acknowledgment and acceptance by such Lender, hedge provider or prospective Lender or participant or prospective participant that such Confidential Information is being disseminated on a confidential basis (on substantially the terms set forth in this Section 13.16 or confidentiality provisions at least as restrictive as those set forth in this Section 13.16) in accordance with the standard syndication processes of such Restricted Person or customary market standards for dissemination of such type of information, which shall in any event require "click through" or other affirmative actions on the part of recipient to access such Confidential Information and (ii) no such disclosure shall be made by such Restricted Person to any person that is at such time a Disqualified Institution, (h) for purposes of establishing a "due diligence" defense, or (i) to rating agencies in connection with obtaining ratings for the Parent Borrower and the Credit Facilities to the extent such rating agencies are subject to customary confidentiality obligations of professional practice or agree to be bound by the terms of this Section 13.16 (or confidentiality provisions at least as restrictive as those set forth in this Section 13.16). Notwithstanding the foregoing, (i) Confidential Information shall not include, with respect to any Person, information available to it or its Affiliates on a non-confidential basis from a source other than Holdings, its Subsidiaries or their respective Affiliates, (ii) the Administrative Agent shall not be responsible for compliance with this Section 13.16 by any other Restricted Person (other than its officers, directors or employees), (iii) in no event shall any Lender, the Administrative Agent or any other Agent be obligated or required to return any materials furnished by Holdings or any of its Subsidiaries, and (iv) each Agent and each Lender may disclose the existence of this Agreement and the information about this Agreement to market data collectors, similar services providers to the lending industry, and service providers to the Agents and the Lenders in connection with the administration, settlement and management of this Agreement and the other Credit Documents.

13.17 Direct Website Communications. Each of Holdings and the Borrowers may, at their option, provide to the Administrative Agent any information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to the Credit Documents, including, without limitation, all notices, requests, financial statements, financial, and other reports, certificates, and other information materials, but excluding any such communication that (A) relates to a request for a new, or a conversion of an existing, borrowing or other extension of credit (including any election of an interest rate or interest period relating thereto), (B) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (C) provides notice of any default or event of default under this Agreement or (D) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any borrowing or other extension of credit thereunder (all such non-excluded communications being referred to herein collectively as "**Communications**"), by transmitting the Communications in an electronic/soft medium in a format reasonably acceptable to the Administrative

Agent to the Administrative Agent at an email address provided by the Administrative Agent from time to time; provided that Holdings or the Parent Borrower shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such documents from the Administrative Agent and maintaining its copies of such documents. Nothing in this Section 13.17 shall prejudice the right of Holdings, the Borrowers, the Administrative Agent, any other Agent or any Lender to give any notice or other communication pursuant to any Credit Document in any other manner specified in such Credit Document.

The Administrative Agent agrees that the receipt of the Communications by the Administrative Agent at itse-mail address set forth above shall constitute effective delivery of the Communications to the Administrative Agent for purposes of the Credit Documents. 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 of the Credit Documents. Each Lender agrees (A) to notify the Administrative Agent in writing (including by electronic communication) from time to time of such Lender's e-mail address to which the foregoing notice may be sent by electronic transmission and (B) that the foregoing notice may be sent to such e-mail address.

(a) Holdings and each Borrower further agree that any Agent may make the Communications available to the Lenders by posting the Communications on Intralinks or a substantially similar electronic transmission system (the "**Platform**"), so long as the access to such Platform (i) is limited to the Agents, the Lenders and Transferees or prospective Transferees and (ii) remains subject to the confidentiality requirements set forth in Section 13.16.

(b) THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY MATERIALS OR INFORMATION PROVIDED BY THE CREDIT PARTIES (THE "**BORROWER MATERIALS**") OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "**Agent Parties**" and each an "**Agent Party**") have any liability to the Borrowers, any Lender, or any other Person for losses, claims, damages, liabilities, or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrowers' or the Administrative Agent's transmission of Borrower Materials through the internet, except to the extent the liability of any Agent Party resulted from such Agent Party's (or any of its Related Parties' (other than any trustee or advisor)) gross negligence, bad faith or willful misconduct or material breach of the Credit Documents as determined in the final non-appealable judgment of a court of competent jurisdiction.

(c) Holdings and each Borrower and each Lender acknowledge that certain of the Lenders may be "public-side" Lenders (Lenders that do not wish to receive material non-public information with respect to Holdings, the Borrowers, the other Credit Parties, their Subsidiaries or their securities) and, if documents or notices required to be delivered pursuant to the Credit Documents or otherwise are being distributed through the Platform, any document or notice that Holdings or the Parent Borrower has indicated contains only publicly available information with respect to Holdings or the Parent Borrower may be posted on that portion of the Platform designated for such public-side Lenders. Notwithstanding the foregoing, each of Holdings and the Parent Borrower shall use commercially reasonable efforts to

indicate whether any document or notice contains only publicly available information; provided, however, that the following documents shall be deemed to be marked "PUBLIC," unless the Parent Borrower notifies the Administrative Agent promptly that any such document contains material nonpublic information: (1) the Credit Documents, (2) any notification of changes in the terms of the Credit Facility and (3) all financial statements and certificates delivered pursuant to Sections 9.1(a), (b) and (c).

13.18 PATRIOT Act. Each Agent and each Lender hereby notifies each Credit Party that pursuant to the requirements of the Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "**Patriot Act**") and other anti-money laundering laws, rules and regulations, it is required to obtain, verify, and record information that identifies each Credit Party, which information includes the name and address of each Credit Party and other information that will allow such Agent and such Lender to identify each Credit Party in accordance with the Patriot Act and such other anti-money laundering laws, rules and regulations.

13.19 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Credit Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the Borrowers in respect of any such sum due from it to the Administrative Agent or the Lenders hereunder or under the other Credit Documents shall, notwithstanding any judgment in a currency (the "**Judgment Currency**") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "**Agreement Currency**"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent from the Borrowers in the Agreement Currency, the Borrowers agree, as a separate joint and several obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or the Person to whom such obligation was owing against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent in such currency, the Administrative Agent agrees to return the amount of any excess to the Borrowers (or to any other Person who may be entitled thereto under applicable law).

13.20 Payments Set Aside. To the extent that any payment by or on behalf of Holdings or the Borrowers is made to any Agent or any Lender, or any Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Agent or such Lender in its discretion) to be repaid to a trustee, receiver, or any other party, in connection with any proceeding or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share of any amount so recovered from or repaid by any Agent, *plus* interest thereon from the date of such demand to the date such payment is made at a rate *per annum* equal to the applicable Overnight Rate from time to time in effect.

13.21 No Fiduciary Duty. Each Agent, each Lender and their Affiliates (collectively, solely for purposes of this paragraph, the "**Lenders**"), may have economic interests that conflict with those of the Credit Parties, their stockholders and/or their affiliates. Each Credit Party agrees that nothing in the Credit Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and such Credit Party, its stockholders or its affiliates, on the other. The Credit Parties acknowledge and agree that (i) the transactions contemplated by

the Credit Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lenders, on the one hand, and the Credit Parties, on the other, and (ii) in connection therewith and with the process leading thereto, (x) no Lender has assumed an advisory or fiduciary responsibility in favor of any Credit Party, its stockholders or its affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise any Credit Party, its stockholders or its Affiliates on other matters) or any other obligation to any Credit Party except the obligations expressly set forth in the Credit Documents and (y) each Lender is acting solely as principal and not as the agent or fiduciary of any Credit Party, its management, stockholders or creditors. Each Credit Party acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each Credit Party agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Credit Party, in connection with such transaction or the process leading thereto.

13.22 Obligations Joint and Several. The Borrowers shall have joint and several liability in respect of all Obligations hereunder and under any other Credit Document to which any Borrower is a party, without regard to any defense (other than the defense of payment), setoff or counterclaim which may at any time be available to or be asserted by any other Credit Party against the Lenders, or by any other circumstance whatsoever (with or without notice to or knowledge of the Borrowers) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrowers' liability hereunder, in bankruptcy or in any other instance, and such Obligations of the Borrowers shall not be conditioned or contingent upon the pursuit by the Lenders or any other person at any time of any right or remedy against the Borrowers or against any other person which may be or become liable in respect of all or any part of the Obligations or against any Collateral or Guarantee therefor or right of offset with respect thereto. The Borrowers hereby acknowledge that this Agreement is the independent and several obligation of each Borrower (regardless of which Borrower shall have delivered a Notice of Borrowing) and may be enforced against each Borrower separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Borrower. Each Borrower hereby expressly waives, with respect to any of the Loans made to any other Borrower hereunder and any of the amounts owing hereunder by such other Credit Parties in respect of such Loans, diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Administrative Agent or any Lender exhaust any right, power or remedy or proceed against such other Credit Parties under this Agreement or any other agreement or instrument referred to herein or against any other person under any other guarantee of, or security for, any of such amounts owing hereunder. Further, the provisions of the Guarantee set forth in Sections 2, 4 and 5 thereof are hereby incorporated by reference and shall be deemed to apply to the Obligations of the Borrowers *mutatis mutandis* as if set forth herein.

13.23 Acknowledgment and Consent to Bail-In of Affected Financial Institution. Notwithstanding anything to the contrary in any Credit 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 Credit Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and each party hereto agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Credit Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

13.24 Acknowledgment Regarding any Supported QFCs. To the extent that the Credit Documents provide support, through a guarantee or otherwise (including the Guarantees), for any Hedge Agreement 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 Credit Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a "**Covered Party**") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Credit 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 Credit 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.

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IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

MIRION TECHNOLOGIES (HOLDINGSUB2), LTD., as Holdings

By: /s/ James Cocks
Name: James Cocks
Title: Director

MIRION TECHNOLOGIES (US HOLDINGS), INC., as the Parent Borrower

By: /s/ Brian Schopfer
Name: Brian Schopfer
Title: Chief Financial Officer

MIRION TECHNOLOGIES (US), INC., as the Subsidiary Borrower

By: /s/ Brian Schopfer
Name: Brian Schopfer
Title: Vice President & Chief Financial Officer

CITIBANK, N.A.,
as the Administrative Agent, the Collateral Agent and a Lender

By: /s/ Matthew Burke
Name: Matthew Burke
Title: Managing Director & Vice President

GOLDMAN SACHS LENDING PARTNERS LLC
as a Lender

By: /s/ Robert Ehudin
Name: Robert Ehudin
Title: Authorized Signatory

JEFFERIES FINANCE LLC
as Lender

By: /s/ Brian Buoye
Name: Brian Buoye
Title: Managing Director

JPMORGAN CHASE BANK, N.A.
as a Lender

By: /s/ Lynn Braun
Name: Lynn Braun
Title: Executive Director

Exhibit 10.2

Execution Version

October 20, 2021

GS Acquisition Holdings Corp II
200 West Street
New York, New York 10282

Re: Second Amended and Restated Sponsor Agreement

Ladies and Gentlemen:

This letter (this "***Letter Agreement***") is being delivered to you in connection with the Business Combination Agreement (together with the exhibits and schedules thereto, as amended, supplemented, otherwise modified, the "***Business Combination Agreement***"), dated as of June 17, 2021 (as amended on September 3, 2021), by and among GS Acquisition Holdings Corp II, a Delaware corporation (the "***SPAC***"), Mirion Technologies (TopCo), Ltd., a Jersey private company (the "***Company***"), CCP IX LP No. 1, CCP IX LP No. 2, CCP IX Co-Investment LP and CCP IX Co-Investment No. 2 LP (collectively, the "***Charterhouse Parties***"), each of the other persons set forth on Annex I thereto and the other holders of Existing Company Shares from time to time becoming a party thereto by executing a Joinder Agreement in the form of Exhibit H thereto (collectively, together with each Charterhouse Party, the "***Sellers***"), and hereby amends and restates in its entirety that certain letter, dated June 17, 2021, from GS Sponsor II LLC, a Delaware limited liability company (the "***Sponsor***"), and the other undersigned persons (each such other undersigned person, an "***Insider***" and collectively, the "***Insiders***") to the SPAC (the "***Prior Letter Agreement***"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Business Combination Agreement. Certain capitalized terms used herein are defined in paragraph 9 hereof.

In order to induce the Company, the Sellers and the SPAC to enter into the Business Combination Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sponsor and each of the Insiders hereby severally (and not jointly and severally) agrees with the SPAC, and at all times prior to any valid termination of the Business Combination Agreement, the Company and the Charterhouse Parties, as follows:

1. The Sponsor and each Insider hereby unconditionally and irrevocably agrees: (i) that at any duly called meeting of the stockholders of the SPAC (or any adjournment or postponement thereof), and in any action by written consent of the stockholders of the SPAC requested by the SPAC's board of directors or to be undertaken as contemplated by the Transactions, the Sponsor and each such Insider shall, if a meeting is held, appear at the meeting, in person or by proxy, or otherwise cause all of its Shares to be counted as present thereat for purposes of establishing a quorum, and it shall vote or consent (or cause to be voted or consented), in person, in writing or by proxy, all of its Shares (a) in favor of the adoption of the Business Combination Agreement and approval of the Transactions and all other Transaction Proposals (and any actions required in furtherance thereof), (b) against any action, proposal, transaction or agreement that would result in a breach of any representation, warranty, covenant, obligation or agreement of the SPAC contained in the Business Combination Agreement, (c) in favor of any other proposals set forth in the SPAC's proxy statement to be filed by the SPAC with the U.S. Securities and Exchange Commission (the "***Commission***") relating to the Transactions (including

any proxy supplements thereto, the "***Proxy Statement***"), (d) for any proposal to adjourn or postpone the applicable stockholder meeting to a later date if (and only if) (1) there are not sufficient votes for approval of the Business Combination Agreement and any other proposals related thereto, as set forth in the Proxy Statement, on the dates on which such meetings are held or (2) the Closing condition in Section 11.03(d) of the Business Combination Agreement has not been satisfied, and (e) against the following actions or proposals: (1) any Business Combination Proposal or any other proposal in opposition to approval of the Business Combination Agreement or in competition with the Business Combination Agreement; and (2) (A) any change in the present capitalization of the SPAC or any amendment of the SPAC's Charter (as defined below), except to the extent expressly contemplated by the Business Combination Agreement, (B) any liquidation, dissolution or other change in the SPAC's corporate structure or business, (C) any action, proposal, transaction or agreement that would result in a breach in any material respect of any covenant, representation or warranty or other obligation or agreement of the Sponsor or such Insider under this Letter Agreement, and (D) any other action or proposal involving the SPAC or any of its subsidiaries that is intended or would reasonably be expected to prevent, delay or impede the timely consummation of the Transactions and (ii) not to redeem, elect to redeem or tender or submit for redemption, or knowingly cause any other Person to do any such thing on its behalf, any Shares owned by it in connection with such stockholder approval or proposed Business Combination, or in connection with any vote to amend the SPAC's Charter or otherwise in connection with the Transactions. Prior to any valid termination of the Business Combination Agreement, the Sponsor and each Insider shall be bound by and comply with Sections 8.08 (Exclusivity) and 8.06 (Public Announcements) of the Business Combination Agreement (and any relevant definitions contained in any such Sections), which Sections apply mutatis mutandis, as if such Person were a signatory to the Business Combination Agreement with respect to such provisions. The obligations of the Sponsor and the Insiders specified in this paragraph 1 shall apply whether or not the Transactions or any action described above is recommended by the SPAC's board of directors or any such recommendation changes while this Letter Agreement remains in force.

The Sponsor and each Insider hereby agrees that in the event that the SPAC fails to consummate a Business Combination by June 29, 2022, or such later period approved by the SPAC's stockholders in accordance with the SPAC's amended and restated certificate of incorporation (the "***Charter***"), the Sponsor and each Insider shall take all reasonable steps to cause the SPAC to (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten (10) Business Days thereafter, subject to lawfully available funds therefor, redeem 100% of the Class A Common Shares sold as part of the Units in the IPO (the "***Offering Shares***"), at a per share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest (which interest shall be net of taxes payable) and less up to $100,000 of interest to pay dissolution expenses, divided by the number of then outstanding Offering Shares, which redemption will completely extinguish all Public Stockholders' rights as stockholders (including the right to receive further liquidation distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the SPAC's remaining stockholders and the SPAC's board of directors, dissolve and liquidate, subject in each case to the SPAC's obligations under Delaware law to provide for claims of creditors and the other requirements of applicable law. The Sponsor and each Insider agrees to not propose any amendment to the SPAC's Charter that would modify the substance or timing of the SPAC's obligation to redeem 100% of the Offering Shares if the

SPAC does not complete a Business Combination within the required time periods set forth in the Charter, or with respect to any other material provisions relating to stockholders' rights or pre-initial Business Combination activity, unless the SPAC provides its Public Stockholders with the opportunity to redeem their Offering Shares upon approval of any such amendment at a per share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest (which interest shall be net of taxes payable), divided by the number of then outstanding Offering Shares.

The Sponsor and each Insider agrees and acknowledges that, with respect to the Founder Shares held by it, it has no right, title, interest or claim of any kind in or to any monies held in the Trust Account or any other asset of the SPAC as a result of any liquidation of the SPAC. The Sponsor and each Insider hereby further waives, with respect to any Shares held by it, any redemption rights, if any, it may have in connection with (x) the consummation of a Business Combination, including, without limitation, any such rights available in the context of a stockholder vote to approve such Business Combination or in the context of a tender offer made by the SPAC to purchase Class A Common Shares and (y) a stockholder vote to approve an amendment to the Charter (A) to modify the substance or timing of the SPAC's obligation to allow redemptions in connection with the SPAC's initial Business Combination or to redeem 100% of the Offering Shares if the SPAC has not consummated its initial Business Combination within 24 months from the closing of the IPO or (B) with respect to any other provision relating to stockholders' rights or pre-initial Business Combination activity (although the Sponsor and the Insiders and their respective Affiliates shall be entitled to redemption and liquidation rights with respect to any Offering Shares it or they hold if the SPAC fails to consummate a Business Combination within the time period set forth in the Charter).

2. Without limiting their obligations under paragraph 5 below, during the period commencing on the date hereof and ending on the earlier of (a) the valid termination of the Business Combination Agreement or (b) the Closing, the Sponsor and each Insider shall not, without the prior written consent of the SPAC, Transfer any Units, Shares, warrants to purchase Class A Common Shares ("***Warrants***") or any securities convertible into, or exercisable, or exchangeable for, Class A Common Shares owned by it. In the event that (i) any Class A Common Shares, Warrants or other equity securities of the SPAC are issued to the Sponsor or any Insider after the date hereof pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or Warrants, on or affecting the Shares or Warrants owned by the Sponsor or any Insider or otherwise, (ii) the Sponsor or any Insider purchases or otherwise acquires beneficial ownership of any Shares, Warrants or other equity securities of the SPAC after the date hereof or (iii) the Sponsor or any Insider acquires the right to vote, direct the voting of or share in the voting of any Shares, Warrants or other equity securities of the SPAC after the date hereof (such Shares, Warrants or other equity securities of the SPAC described in clauses (i), (ii) and (iii), the "***New Shares***"), then such New Shares acquired or purchased by the Sponsor or any Insider shall be subject to the terms of this paragraph 2 and paragraph 1 above to the same extent as if they constituted the Shares or Warrants owned by the Sponsor or any Insider as of the date hereof.

3. In the event of the liquidation of the Trust Account, the Sponsor (which for purposes of clarification shall not extend to any other stockholders, members or managers of the Sponsor or any other Insider) agrees to indemnify and hold harmless the SPAC against any and all

loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all legal or other expenses reasonably incurred in investigating, preparing or defending against any litigation, whether pending or threatened, or any claim whatsoever) to which the SPAC may become subject as a result of any claim by (i) any third party (other than the SPAC's independent registered public accounting firm) for services rendered or products sold to the SPAC or (ii) a prospective target business with which the SPAC has entered into a letter of intent, confidentiality or similar agreement for a Business Combination (a "***Target***"); provided, however, that such indemnification of the SPAC by the Sponsor shall apply only to the extent necessary to ensure that such claims by a third party for services rendered (other than the SPAC's independent registered public accounting firm) or a Target do not reduce the amount of funds in the Trust Account to below (i) $10.00 per Offering Share or (ii) such lesser amount per Offering Share held in the Trust Account as of the date of the liquidation of the Trust Account due to reductions in the value of the trust assets as of the date of the liquidation of the Trust Account, in each case, net of the amounts of interest which may be withdrawn to pay taxes. For the avoidance of doubt, the Sponsor shall not be required to indemnify the SPAC pursuant to this paragraph 3 in the event of (i) any claims by a third party who executed a waiver of any and all rights to seek access to the Trust Account, and (ii) any claims under the SPAC's indemnity of Goldman Sachs & Co. LLC and Citigroup Global Markets Inc., as the representatives of the several underwriters (each an "***Underwriter***" and collectively, the "***Underwriters***") named in the underwriting agreement between the SPAC and the Underwriters dated as of June 29, 2020, against certain liabilities, including liabilities under the Securities Act of 1933, as amended (the "***Securities Act***"). In the event that any such executed waiver is deemed to be unenforceable against such third party, the Sponsor shall not be responsible to the extent of any liability for such third party claims. The Sponsor shall have the right to defend against any such claim with counsel of its choice reasonably satisfactory to the SPAC if, within 15 days following written receipt of notice of the claim to the Sponsor, the Sponsor notifies the SPAC in writing that it shall undertake such defense. For the avoidance of doubt, none of the SPAC's officers or directors will indemnify the SPAC for claims by third parties, including, without limitation, claims by third party vendors and Targets.

4. The Sponsor and each Insider hereby agrees and acknowledges that: (i) the Underwriters, the SPAC, and, prior to any valid termination of the Business Combination Agreement, the Company and the Charterhouse Parties, would be irreparably injured in the event of a breach by such Sponsor or Insider of its obligations under this Letter Agreement (with respect to the Underwriters, only such provisions as were contained in the Prior Letter Agreement), (ii) monetary damages may not be an adequate remedy for such breach and (iii) the non-breaching party shall be entitled to seek injunctive relief, including to prevent breaches or threatened breaches of this Letter Agreement and to specifically enforce its terms, in addition to any other remedy that such party may have in law or in equity in the event of such breach.

5. (a) In the event that the Closing does not occur for any reason (including, without limitation, as a result of the valid termination of the Business Combination Agreement), the Sponsor and each Insider agrees that it shall not Transfer any Founder Shares (or Class A Common Shares issuable upon conversion thereof) until the earlier of (A) one year after the completion of the SPAC's initial Business Combination and (B) subsequent to the completion of the SPAC's initial Business Combination, (x) the date on which the SPAC completes a liquidation, merger, stock exchange, reorganization or other similar transaction that results in all of the Public Stockholders having the right to exchange their Class A Common Shares for cash, securities or

other property or (y) if the last reported sale price of the Class A Common Shares equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-day trading period commencing at least 150 days after the SPAC's initial Business Combination (the "***Standalone Founder Shares Lock-up Period***").

(b) In the event that the Closing does occur, the Sponsor and each Insider agrees that it shall not Transfer, or knowingly cause any other Person to Transfer on its behalf (A) any Founder Shares it owns or otherwise has a beneficial interest in or controls as at the time immediately prior to Closing until the earlier of (i) the one year anniversary of the Closing Date and (ii) the day following the trading date when the last reported sale price of the Class A Common Shares first equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-day trading period commencing at least 150 days after the Closing Date, subject to the clear market provisions in the Registration Rights Agreement and (B) any shares issued pursuant to the Sponsor PIPE Commitment if retained by the Sponsor or its Affiliates (but, for the avoidance of doubt, not if distributed to its employees and investment partners) for a period of 180 days after the Closing Date, subject to the clear market provisions in the Registration Rights Agreement, (such periods, the "***Business Combination Agreement Lock-Up Periods***" and, together with the Standalone Founder Shares Lock-Up Period, the "***Lock-Up Periods***").

(c) Notwithstanding the provisions set forth in paragraphs 2 and 5(a) and (b), but subject to the provisions set forth in paragraph 5(d), upon the valid termination of the Business Combination Agreement, the following Transfers of the Founder Shares that are held by the Sponsor, any Insider or any of their permitted transferees (that have complied with this paragraph 5(c)), are permitted (a) to the SPAC's officers or directors, any affiliates or family members of any of the SPAC's officers or directors, any members of the Sponsor, or any affiliates of the Sponsor or any employee or partner of any such affiliate, (b) in the case of an individual, transfers by gift to a member of the individual's immediate family or to a trust, the beneficiary of which is a member of the individual's immediate family or an affiliate of such person, or to a charitable organization; (c) in the case of an individual, transfers by virtue of laws of descent and distribution upon death of the individual; (d) in the case of an individual, transfers pursuant to a qualified domestic relations order; (e) transfers by private sales or transfers made in connection with the consummation of the SPAC's Business Combination at prices no greater than the price at which the securities were originally purchased; (f) transfers in the event of the SPAC's liquidation prior to the SPAC's completion of an initial Business Combination; (g) transfers by virtue of the laws of the State of Delaware or the Sponsor's limited liability company agreement, as amended, upon dissolution of the Sponsor; (h) in the event of the SPAC's completion of a liquidation, merger, stock exchange, reorganization or other similar transaction which results in all of the Public Stockholders having the right to exchange their Class A Common Shares for cash, securities or other property subsequent to the SPAC's completion of an initial Business Combination; or (i) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (a) through (h) above; provided, however, that in the case of clauses (a) through (e), these permitted transferees must enter into a written agreement with the SPAC agreeing to be bound by the transfer restrictions and other applicable restrictions in this Letter Agreement.

(d) Vesting Provisions. The Sponsor, GS Acquisition Holdings II Employee Participation LLC and GS Acquisition Holdings II Employee Participation 2 LLC each agree that all of the Founder Shares as of the Closing (the "***Vesting Shares***") shall be subject to the vesting and forfeiture provisions set forth in this paragraph 5(d). The Sponsor, GS Acquisition Holdings II Employee Participation LLC and GS Acquisition Holdings II Employee Participation 2 LLC each agree that it shall not Transfer, or knowingly cause any other Person to Transfer on its behalf, any unvested Founder Shares prior to the later of (x) the expiration of the Business Combination Agreement Lock-up Period and (y) the date such Founder Shares become vested pursuant to this paragraph 5(d); provided, that, notwithstanding the foregoing or anything to the contrary herein, GS Acquisition Holdings II Employee Participation 2 LLC shall be permitted to issue equity interests in itself solely for purposes of allocating interests to employees of The Goldman Sachs Group, Inc. or any of its affiliates and so long as GS Acquisition Holdings II Employee Participation 2 LLC is controlled by GSAM Gen-Par, L.L.C. or a subsidiary of The Goldman Sachs Group Inc. and, for the avoidance of doubt, all Founder Shares held by GS Acquisition Holdings II Employee Participation 2 LLC shall remain subject to the vesting provisions in this paragraph 5(d).

(i) Vesting of Founder Shares.

(1) 33-1/3% of the Founder Shares shall vest at such time as a Stock Price Level equal to $12.00 (the "***First Vesting Price***") is achieved on or before the date that is five years after the Closing Date.

(2) 33-1/3% of the Founder Shares shall vest at such time as a Stock Price Level equal to $14.00 (the "***Second Vesting Price***") is achieved on or before the date that is five years after the Closing Date.

(3) 33-1/3% of the Founder Shares shall vest at such time as a Stock Price Level equal to $16.00 (the "***Third Vesting Price***") is achieved on or before the date that is five years after the Closing Date.

(4) Founder Shares that do not vest in accordance with this paragraph 5(d)(i) on or before the date that is five years after the Closing Date will be forfeited immediately following the five-year anniversary of the Closing Date.

(ii) Acceleration of Vesting upon a Sale. In the event of a Sale prior to the fifth anniversary of the Closing Date or the vesting of unvested Founder Shares, vesting shall be accelerated or the unvested Founder Shares will be forfeited, as follows:

(1) With respect to the unvested Founder Shares that were eligible to vest pursuant to paragraph 5(d)(i)(1), as the case may be, if such Sale occurs on or before the date that is five years after the Closing Date, then (i) such Founder Shares will fully vest as of immediately prior to the closing of such Sale only if the per share price of the Class A Common Shares paid or implied in such Sale equals or exceeds the First Vesting Price and (ii) no portion of such Founder Shares or Class A Common Shares will vest in connection with such Sale if the per share price of the Class A Common Shares paid or implied in such Sale is less than the First Vesting Price.

(2) With respect to the unvested Founder Shares that were eligible to vest pursuant to paragraph 5(d)(i)(2), as the case may be, if such Sale occurs on or before the date that is five years after the Closing Date, then (i) such Founder Shares will fully vest as of immediately prior to the closing of such Sale only if the per share price of the Class A Common Shares paid or implied in such Sale equals or exceeds the Second Vesting Price and (ii) no portion of such Founder Shares or Class A Common Shares will vest in connection with such Sale if the per share price of the Class A Common Shares paid or implied in such Sale is less than the Second Vesting Price.

(3) With respect to the unvested Founder Shares that were eligible to vest pursuant to paragraph 5(d)(i)(3), as the case may be, if such Sale occurs on or before the date that is five years after the Closing Date, then (i) such Founder Shares will fully vest as of immediately prior to the closing of such Sale only if the per share price of the Class A Common Shares paid or implied in such Sale equals or exceeds the Third Vesting Price and (ii) no portion of such Founder Shares or Class A Common Shares will vest in connection with such Sale if the per share price of the Class A Common Shares paid or implied in such Sale is less than the Third Vesting Price.

(4) Unvested Founder Shares that do not vest in accordance with this paragraph 5(d)(ii) upon the occurrence of a Sale will be forfeited immediately prior to the closing of such Sale and in accordance with paragraph 5(d)(iii).

(5) For purposes of this paragraph 5(d)(ii), "***Sale***" means (A) a purchase, sale, exchange, business combination or other transaction (including a merger or consolidation of SPAC with or into any other corporation or other entity) in which the equity securities of SPAC, its successor or the surviving entity of such business combination or other transaction are not registered under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***") or listed or quoted for trading on a national securities exchange or (B) a sale, lease, exchange or other transfer in one transaction or a series of related transactions of all or substantially all of SPAC's assets. For avoidance of doubt, following a transaction or business combination that is not a "***Sale***" hereunder, including a transaction or business combination in which the equity securities of the surviving entity of such business combination or other transaction are registered under the Exchange Act and listed or quoted for trading on a national securities exchange, the equitable adjustment provisions of paragraph 20 shall apply, including, without limitation, to performance vesting criteria.

(iii) Voting. Holders of Founder Shares subject to the vesting provisions of this paragraph 5(d) shall be entitled to vote such Founder Shares and receive dividends and other distributions with respect to such Founder Shares prior to vesting; provided, that dividends and other distributions with respect to Founder Shares that are subject to vesting pursuant to paragraph 5(d)(i) shall be set aside by the SPAC and shall only be paid to such holders upon the vesting of such Founder Shares; for the avoidance of doubt, (i) such dividends and other distributions shall be paid only on the portion of the unvested Founder Shares that vest and (ii) if any dividends or other distributions with respect to Founder Shares that are subject to vesting pursuant to paragraph 5(d)(i) are set aside and such Founder Shares are subsequently forfeited, such set aside dividends or distributions shall become the property of the SPAC; provided further, that (i) the amount of any dividends and other distributions with respect to the unvested Founder

Shares and set aside by SPAC pursuant to this paragraph 5(d)(iii) shall not be reported as taxable income (on IRS Form 1099 or otherwise) to the holders of Founder Shares unless and until such dividends are paid in cash or in kind (which, for the avoidance of doubt, for purposes of this Letter Agreement, shall not include any transaction subject to paragraph 20 hereof), as the case may be and (ii) the parties to this Letter Agreement shall not take any position inconsistent with such reporting except to the extent otherwise required by a "determination" as defined in Section 1313 of the Code. References in this paragraph 5(d)(iii) to the Code shall include references to any similar or analogous provisions of state or local law.

(iv) Forfeiture. Founder Shares or Class A Common Shares that are forfeited pursuant to paragraph 5(d)(i) or 5(d)(ii) shall be promptly transferred by Sponsor to the SPAC, without any consideration for such Transfer, and cancelled.

(v) Stock Price Level. For purposes of this paragraph 5(d), the applicable "***Stock Price Level***" will be considered achieved only when the volume weighted average price per share of Class A Common Shares on the New York Stock Exchange, or such other securities exchange where the Class A Common Shares are listed or quoted, equals or exceeds the applicable threshold for any 20 trading days during a 30 consecutive trading day period. The Stock Price Levels (and the share price levels in a Sale in paragraph 5(d)(ii)) will be equitably adjusted on account of any stock split, reverse stock split or similar equity restructuring transaction.

(e) Waiver of Conversion Ratio Adjustment.

(1) (A) Section 4.3(b)(i) of the Charter provides that each share of Class B Common Stock (as defined therein) shall automatically convert into one Class A Common Share (the "***Initial Conversion Ratio***") at the time of closing of the SPAC's initial Business Combination, and (B) Section 4.3(b)(ii) of the Charter provides that the Initial Conversion Ratio shall be adjusted (the "***Adjustment***") in the event that additional Class A Common Shares or equity-linked securities (as defined therein) are issued or deemed issued in excess of the amounts offered in the IPO and in relation to the closing of the initial Business Combination, such that the Sponsor and the Insiders shall continue to own 20% of the issued and outstanding Shares after giving effect to such issuance.

(2) As of, and conditioned upon the Closing, the Sponsor and each Insider hereby irrevocably relinquishes and waives any and all rights the Sponsor and each Insider has or will have under Section 4.3(b)(ii) of the Charter to receive Class A Common Shares in excess of the number issuable at the Initial Conversion Ratio upon conversion of the existing Founder Shares held by it in connection with the Closing as a result of any Adjustment, and, as a result, the Founder Shares shall convert into Class A Common Shares (or such equivalent security) at Closing on a one-for-one basis.

6. The Sponsor and each Insider represents and warrants that it has never been suspended or expelled from membership in any securities or commodities exchange or association or had a securities or commodities license or registration denied, suspended or revoked. Each Insider represents that such Insider's biographical information furnished to the SPAC, if any (including any such information included in the Prospectus), is true and accurate in all respects

and does not omit any material information with respect to such Insider's background. The Sponsor and each Insider's questionnaire furnished to the SPAC, if any, is true and accurate in all respects. The Sponsor and each Insider represents and warrants that: it is not subject to or a respondent in any legal action for, any injunction, cease-and-desist order or order or stipulation to desist or refrain from any act or practice relating to the offering of securities in any jurisdiction; it has never been convicted of, or pleaded guilty to, any crime (i) involving fraud, (ii) relating to any financial transaction or handling of funds of another person, or (iii) pertaining to any dealings in any securities and it is not currently a defendant in any such criminal proceeding.

7. Except as disclosed on Schedule 5.17 (Brokers' Fees) of the Business Combination Agreement, neither the Sponsor nor any Insider nor any Affiliate of the Sponsor or any Insider, nor any director or officer of the SPAC, shall receive from the SPAC any finder's fee, reimbursement, consulting fee, monies in respect of any repayment of a loan or other compensation prior to, or in connection with any services rendered in order to effectuate the consummation of the SPAC's initial Business Combination (regardless of the type of transaction that it is).

8. The Sponsor and each Insider has full legal capacity, right, power and organizational authority, without violating any agreement to which it is bound (including, without limitation, any non-competition or non-solicitation agreement) or any documents pursuant to which it is organized, to enter into this Letter Agreement.

9. As used herein, the following terms shall have the respective meanings set forth below:

"***Affiliate***" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person; *provided* that (i) neither the Company nor any Subsidiary shall be considered an Affiliate of any Seller (as defined in the Business Combination Agreement) and (ii) in no event shall the SPAC be considered an Affiliate of The Goldman Sachs Group, Inc. or of any investment fund affiliated with The Goldman Sachs Group, Inc., nor shall any portfolio company of any investment fund affiliated with The Goldman Sachs Group, Inc. be considered to be an Affiliate of the SPAC. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "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 the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"***Business Combination***" shall mean a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination, involving the SPAC and one or more businesses.

"***Class A Common Shares***" shall mean shares of Class A common stock, par value $0.0001 per share, issued by the SPAC.

"***Founder Shares***" shall mean the 18,750,000 shares of Class B common stock, par value $0.0001 per share, issued by the SPAC and owned by the Sponsor, GS Acquisition

Holdings II Employee Participation LLC and GS Acquisition Holdings II Employee Participation 2 LLC.

"***Governmental Authority***" shall mean any domestic or foreign national, state, multi-state, municipal or other local government, any subdivision, agency, commission or authority thereof, or any quasi-governmental or private body exercising any regulatory or taxing authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any court, tribunal or arbitrator of competent jurisdiction.

"***Law***" shall mean any applicable foreign, federal, state, local law, statute, code, ordinance, rule, regulation, order or other legal requirement of any Governmental Authority.

"***Lien***" shall mean any lien, encumbrance, pledge, mortgage, deed of trust, security interest, lease, charge, option, right of first refusal or first offer, easement, servitude or other transfer restriction.

"***Person***" shall mean any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

"***Private Placement Warrants***" shall mean the Warrants to purchase up to 8,500,000 Class A Common Shares owned by the Sponsor.

"***Public Stockholders***" shall mean the holders of securities issued in the IPO.

"***Shares***" shall mean, collectively, the Class A Common Shares and the Founder Shares.

"***Subsidiary***" shall mean, with respect to any Person, any partnership, limited liability company, corporation or other business entity of which: (a) if a corporation, a majority of the total voting power of shares of capital stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof; (b) if a partnership, limited liability company or other business entity, a majority of the 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; or (c) in any case, such Person controls the management thereof.

"***Transfer***" shall mean the (a) sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act, and the rules and regulations of the Commission promulgated thereunder with respect to, any security, (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b) herein.

"***Trust Account***" shall mean the trust fund into which a portion of the net proceeds of the IPO were deposited.

"***Units***" has the meaning given in the Prior Letter Agreement.

10. This Letter Agreement and the other agreements referenced herein constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby, including, without limitation, the Prior Letter Agreement. This Letter Agreement may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by all parties hereto, the Company and the Charterhouse Parties, it being acknowledged and agreed that the Company's and the Charterhouse Parties' execution of such an instrument will not be required after any valid termination of the Business Combination Agreement.

11. Except as otherwise provided herein, no party hereto may assign either this Letter Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other parties, the Company and the Charterhouse Parties (except that, following any valid termination of the Business Combination Agreement, no consent from the Company and the Charterhouse Parties shall be required). Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee. This Letter Agreement shall be binding on the SPAC, the Sponsor and each Insider and their respective successors, heirs and assigns and permitted transferees.

12. Nothing in this Letter Agreement shall be construed to confer upon, or give to, any person or entity other than the parties hereto, the Company and the Charterhouse Parties any right, remedy or claim under or by reason of this Letter Agreement or of any covenant, condition, stipulation, promise or agreement hereof. All covenants, conditions, stipulations, promises and agreements contained in this Letter Agreement shall be for the sole and exclusive benefit of the parties hereto (and, prior to any valid termination of the Business Combination Agreement, the Company and the Charterhouse Parties) and their successors, heirs, personal representatives and assigns and permitted transferees. Notwithstanding anything herein to the contrary, each of the SPAC, the Sponsor and each Insider acknowledges and agrees that, until the valid termination of the Business Combination Agreement, the Company and the Charterhouse Parties is each an express third party beneficiary of this Letter Agreement and may directly enforce (including by an action for specific performance, injunctive relief or other equitable relief) each of the provisions set forth in this Letter Agreement as though directly party hereto. The Sponsor and each Insider understands and acknowledges that the Company and the Charterhouse Parties are entering into the Business Combination Agreement in reliance upon such Sponsor's and Insiders' execution, delivery and performance of this Letter Agreement.

13. This Letter Agreement may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

14. This Letter Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Letter Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Letter Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

15. This Letter Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state. Any and all claims or causes of action (each, an "***Action***") based upon, arising out of, or related to this Letter Agreement or the transactions contemplated hereby, shall be brought in the Court of Chancery of the State of Delaware or, if such court does not have jurisdiction, to the Superior Court of the State of Delaware or, if jurisdiction is vested exclusively in federal courts of the United States, the federal courts of the United States sitting in the State of Delaware, so long as one of such courts shall have subject matter jurisdiction over such suit, Action or proceeding, and that any cause of action arising out of this Letter Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, Action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, Action or proceeding in any such court or that any such suit, Action or proceeding brought in any such court has been brought in an inconvenient forum. 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. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS LETTER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

16. Any notice, consent or request to be given in connection with any of the terms or provisions of this Letter Agreement shall be in writing and shall be sent by express mail or similar private courier service, by certified mail (return receipt requested), by hand delivery or email transmission to the receiving party's address or email address set forth above or on the receiving party's signature page hereto; provided, that any such notice, consent or request to be given to the SPAC, the Charterhouse Parties or the Company at any time prior to the valid termination of the Business Combination Agreement shall be given in accordance with the terms of Section 13.03 (Notices) of the Business Combination Agreement.

17. This Letter Agreement shall terminate and be void and of no further force or effect on the earlier of (i) the latest of (x) the expiration of the applicable Lock-up Period and (y) the vesting in full and delivery of all, or forfeiture and cancellation of all, Vesting Shares, or (ii) the liquidation of the SPAC; provided, however, that paragraph 3 of this Letter Agreement shall survive such liquidation for a period of six years;provided, further, that no such termination shall relieve the Sponsor, any Insider or the SPAC from any liability resulting from a breach of this Letter Agreement occurring prior to such termination.

18. Each party hereto that is also a party to that certain Registration Rights Agreement, dated as of June 29, 2020, by and among SPAC, the Sponsor and the other parties signatory thereto (the "***Existing Registration Rights Agreement***") hereby agrees to terminate the Existing Registration Rights Agreement effective as of the Closing. On or about the date of the Closing, the Sponsor and each Insider contemplated to become a party to the Amended and Restated Registration Rights Agreement shall deliver to the SPAC such agreement, duly executed by such Person, in the form attached to the Business Combination Agreement.

19. Each of the Sponsor and the Insiders hereby represents and warrants (severally and not jointly as to itself) to the SPAC, the Charterhouse Parties and the Company as follows: (i) it is duly organized, validly existing and, where applicable, in good standing under the laws of the jurisdiction in which it is incorporated, formed, organized or constituted, and the execution, delivery and performance of this Letter Agreement and the consummation of the transactions contemplated hereby are within such Person's corporate, limited liability company or organizational powers and have been duly authorized by all necessary corporate, limited liability company or organizational actions on the part of such Person; (ii) if this Letter Agreement is being executed in a representative or fiduciary capacity, the Person signing this Letter Agreement has full power and authority to enter into this Letter Agreement on behalf of the Sponsor or Insider; (iii) this Letter Agreement has been duly executed and delivered by such Person and, assuming due authorization, execution and delivery by the other parties to this Letter Agreement, this Letter Agreement constitutes a legally valid and binding obligation of such Person, enforceable against such Person in accordance with the terms hereof (except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies); (iv) the execution and delivery of this Letter Agreement by such Person does not, and the performance by such Person of its obligations hereunder will not, (A) conflict with or result in a violation of the organizational documents of such Person, (B) require any consent or approval that has not been given or other action that has not been taken by any third party (including under any Contract binding upon such Person or such Person's Founder Shares or Private Placement Warrants, as applicable, or in respect of any trust arrangements), in each case, to the extent such consent, approval or other action would prevent, enjoin or materially delay the performance by such Person of its obligations under this Letter Agreement, or (C) result in any violation of any Law having application to the Person or any of its properties, including its Founder Shares or Private Placement Warrants, that would reasonably be expected to have any adverse effect on the legal authority of the Person to enter into and timely perform its obligations under this Letter Agreement; (v) there are no Actions pending against such Person or, to the knowledge of such Person, threatened against such Person, before (or, in the case of threatened Actions, that would be before) any arbitrator or any Governmental Authority, which in any manner challenges or seeks to prevent, enjoin or materially delay the performance by such Person of its obligations under this Letter Agreement; (vi) except for fees described on Schedule 5.17 (Brokers' Fees) of the Business Combination Agreement, no financial advisor, investment banker, broker, finder or other similar intermediary is entitled to any fee or commission from such Person, the SPAC, any of its subsidiaries or any of their respective Affiliates in connection with the Business Combination Agreement or this Letter Agreement or any of the respective transactions contemplated thereby and hereby, in each case, based upon any arrangement or agreement made by or, to the knowledge of such Person, on behalf of such Person, for which the SPAC, the Company, the Charterhouse Parties or any of their respective Affiliates would have any obligations or liabilities of any kind or nature; (vii) such Person has had the opportunity to read the Business Combination Agreement and this Letter Agreement and has had the opportunity to consult with its tax and legal advisors; (viii) such Person

has not entered into, and shall not enter into, any agreement, arrangement or understanding that would in any way restrict, limit or interfere with the timely performance of such Person's obligations hereunder; (ix) the Founder Shares and Private Placement Warrants are the only equity securities in the SPAC (including, without limitation, any equity securities convertible into, or which can be exercised or exchanged for, equity securities of the SPAC) owned of record or beneficially by such Person as of the date hereof and such Person has the sole power to dispose of (or sole power to cause the disposition of) and the sole power to vote (or sole power to direct the voting of) such Founder Shares and Private Placement Warrants and none of such Founder Shares or Private Placement Warrants is subject to any proxy, voting trust or other agreement or arrangement with respect to the voting of such Founder Shares or Private Placement Warrants, except as provided in this Letter Agreement; (x) such Person is not currently (and at all times through Closing will refrain from being or becoming) a member of a "group" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), including any group acting for the purpose of acquiring, holding or disposing of equity securities of the SPAC (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) and (xi) except as otherwise described in this Letter Agreement, such Person has the direct or indirect interest in all of its Class A Common Shares, Founder Shares and Private Placement Warrants, which are held directly by such Person or beneficially through the Sponsor, the Sponsor has good title to all such Founder Shares, Private Placement Warrants and Class A Common Shares held by the Sponsor, and there exist no Liens or any other limitation or restriction (including, without limitation, any restriction on the right to vote, sell or otherwise dispose of such securities (other than transfer restrictions under the Securities Act) affecting any such securities, other than pursuant to (A) this Letter Agreement, (B) the Charter, (C) the Business Combination Agreement, (D) the Existing Registration Rights Agreement, or (E) any applicable securities laws.

20. If, and as often as, there are any changes in the SPAC (or any successor or surviving entity), the Class A Common Shares, the Founder Shares or the Private Placement Warrants by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization, recapitalization or business combination, or by any other means, equitable adjustment shall be made to the provisions of this Letter Agreement as may be required so that the rights, privileges, duties and obligations hereunder shall continue with respect to the SPAC, the SPAC's successor or the surviving entity of such transaction, the Class A Common Shares, the Founder Shares or the Private Placement Warrants, each as so changed. For the avoidance of doubt, such equitable adjustment shall be made to the performance criteria set forth in paragraph 5(d).

21. Each of the parties hereto agrees to promptly execute and deliver hereafter any further document, agreement or instrument of assignment, transfer or conveyance as may be necessary or desirable to effectuate the purposes hereof and as may be reasonably requested in writing by another party hereto, the Company or the Charterhouse Parties.

22. No failure or delay by a party hereto in exercising any right, power or remedy under this Letter Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of such party. No single or partial exercise of any right, power or remedy under this Letter Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Letter Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

[Signature Page Follows]

Sincerely,

GS SPONSOR II LLC

By: GSAM Holdings LLC, as sole Manager

By: /s/ Tom Knott
Name: Tom Knott
Title: Authorized Signatory

GSAM HOLDINGS LLC

By: /s/ Tom Knott
Name: Tom Knott
Title: Authorized Signatory

GS ACQUISITION HOLDINGS II EMPLOYEE PARTICIPATION LLC

By: GSAM Gen-Par, L.L.C., *its manager*

By: /s/ Raanan A. Agus
Name: Raanan A. Agus
Title: Vice President

GS ACQUISITION HOLDINGS II EMPLOYEE PARTICIPATION 2 LLC

By: GSAM Gen-Par, L.L.C., *its manager*

By: /s/ Raanan A. Agus
Name: Raanan A. Agus
Title: Vice President

Acknowledged and Agreed:

GS ACQUISITION HOLDINGS CORP II

By: /s/ Tom Knott
Name: Tom Knott
Title: Chief Executive Officer, Chief Financial Officer and Secretary

Exhibit 10.3

Execution Version

AMENDED AND RESTATED
REGISTRATION RIGHTS AGREEMENT

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "**Agreement**"), dated as of October 20, 2021, is made and entered into by and among Mirion Technologies, Inc., a Delaware corporation (the "**Company**"), GS Sponsor II LLC, a Delaware limited liability company (the "**GS Sponsor Member**"), GS Acquisition Holdings II Employee Participation LLC, a Delaware limited liability company, GS Acquisition Holdings II Employee Participation 2 LLC, a Delaware limited liability company (together with GS Acquisition Holdings II Employee Participation LLC, the "**GS Employee Vehicles**", and the GS Employee Vehicles together with the GS Sponsor Member, the "**GS Founder Share Members**"), GSAM Holdings LLC (the "**GS Equity Investor**"), the Charterhouse Holders (as defined below) and the Target Shareholders (as defined below) listed on the signature pages hereto. Such Target Shareholders, together with the GS Founder Share Members, the GS Employee Vehicles, the GS PIPE Assignees (as defined below) and the Charterhouse Holders and any person or entity who hereafter becomes a party to this Agreement pursuant to Sections 6.2 or 6.10 of this Agreement are each referred to herein as a "**Holder**" and collectively the "**Holders**."

RECITALS

WHEREAS, on June 29, 2020, the Company and the GS Sponsor Member entered into that certain Warrant Purchase Agreement (the "**Warrant Purchase Agreement**"), pursuant to which the GS Sponsor Member purchased 8,500,000 warrants (the "**Sponsor Warrants**") in a private placement transaction occurring simultaneously with the closing of the Company's initial public offering on June 29, 2020;

WHEREAS, on June 29, 2020, the Company and the GS Founder Share Members entered into that certain Registration Rights Agreement (the "**Existing Registration Rights Agreement**"), pursuant to which the Company granted the GS Founder Share Members certain registration rights with respect to certain securities of the Company;

WHEREAS, the GS Founder Share Members own an aggregate of 18,750,000 shares of the Company's Class A Common Stock (as defined below) received upon the conversion of a like amount of shares of the Company's former Class B common stock (the "**Founder Shares**");

WHEREAS, upon the closing of the transactions (the "**Transactions**") contemplated by that certain Business Combination Agreement, dated as of June 17, 2021 (the "**Business Combination Agreement**"), by and among the Company, Mirion Technologies (TopCo), Ltd., a Jersey private company limited by shares ("**Mirion**"), CCP IX LP No. 1, CCP IX LP No. 2, CCP IX Co-Investment LP and CCP IX Co-Investment No. 2 LP (collectively, the "**Charterhouse Holders**"), each of the other persons and entities set forth on Annex I thereto (together with the Charterhouse Holders, the "**Supporting Company Holders**") and the other holders of ordinary shares of Mirion from time to time becoming a party thereto (each, a "**Joining Seller**" and collectively, the "**Joining Sellers**" and, together with each Supporting Company Holder, each, a "**Target Shareholder**," and collectively, the "**Target Shareholders**"), the Founder Shares were converted into shares of the Company's Class A common stock, par value $0.0001 per share (the "**Class A Common Stock**"), on a one-for-one basis;

WHEREAS, in connection with the Transactions, certain Target Shareholders received shares of Class A Common Stock and certain Target Shareholders received shares of the Company's Class B common stock, par value $0.0001 per share (the "**Class B Common Stock**" and, together with the Class A Common Stock, the "**Common Stock**"), as part of Paired Interests (as defined in the Company's Amended and Restated Certificate of Incorporation as in effect upon the closing of the Transactions (as it may be amended, restated or otherwise modified from time to time, the "**Company Charter**"));

WHEREAS, pursuant to the Assignment and Subscription Agreements (as defined below), the GS Equity Investor assigned its PIPE Shares (as defined below) to GSAH II PIPE Investors Employee LP and NRD PIPE Investors LP (together, the "**GS PIPE Assignees**") and each of the GS PIPE Assignees is a Permitted Transferee for all purposes of this Agreement;

WHEREAS, on the date hereof, the GS PIPE Assignees and certain other investors (such other investors, collectively, the "**Other PIPE Investors**") purchased 90,000,000 shares of the Company's Class A Common Stock in a transaction exempt from registration under the Securities Act (the "**PIPE Shares**");

WHEREAS, pursuant to Section 5.6 of the Existing Registration Rights Agreement, the provisions, covenants and conditions set forth therein may be amended or modified upon the written consent of the Company and the Holders (as defined in the Existing Registration Rights Agreement) of at least a majority-in-interest of the Registrable Securities (as defined in the Existing Registration Rights Agreement) at the time in question; and

WHEREAS, the GS Founder Share Members constituted a majority-in-interest of the Registrable Securities under the Existing Registration Rights Agreement, and the Company and the GS Founder Share Members each desire to amend and restate the Existing Registration Rights Agreement, in order to provide the Holders with registration rights with respect to the Registrable Securities on the terms set forth herein.

NOW, **THEREFORE**, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

"**Additional Holder**" shall have the meaning given in Section 6.10.

"**Additional Holder Common Stock**" shall have the meaning given in Section 6.10.

"**Adverse Disclosure**" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Board (i) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (ii) would not be required to be made at such time if the Registration Statement were not being filed, declared effective or used, as the case may be, and (iii) the Company has a bona fide business purpose for not making such information public.

"**Affiliate**" shall mean with respect to a specified person, each other person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified; *provided* that no Holder shall be deemed an Affiliate of any other Holder by reason of an investment in the Company or holding of Common Stock (or securities convertible, exercisable or exchangeable for shares of Common Stock). As used in this definition, "control" (including with correlative meanings, "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 voting securities or by contract or other agreement).

"**Agreement**" shall have the meaning given in the Preamble.

"**Assignment and Subscription Agreements**" means (i) that certain Assignment and Subscription Agreement dated as of October 8, 2021, by and among GS Acquisition Holdings Corp II, GSAM Holdings LLC and GSAH II PIPE Investors Employee LP, and (ii) that certain Assignment and Subscription Agreement dated as of October 8, 2021, by and among GS Acquisition Holdings Corp II, GSAM Holdings LLC and NRD PIPE Investors LP.

"**Block Trade**" shall have the meaning given in Section 2.4.

"**Board**" shall mean the Board of Directors of the Company.

"**Business Combination Agreement**" shall have the meaning given in the Recitals hereto.

"**Change of Control**" means the transfer to or acquisition by (whether by tender offer, merger, consolidation, division or other similar transaction), in one transaction or a series of related transactions, a person or entity or group of affiliated persons or entities (other than an underwriter pursuant to an offering), of the Company's voting securities if, after such transfer or acquisition, such person, entity or group of affiliated persons or entities would beneficially own (as defined in Rule 13d-3 promulgated under the Exchange Act) more than 50% of the outstanding voting securities of the Company.

"**Charterhouse Demand Lock-up Period**" shall have the meaning given in Section 2.1.1.

"**Charterhouse Demand Period**" shall have the meaning given in Section 2.1.1.

"**Charterhouse Demand Right**" shall have the meaning given in Section 2.1.1.

"**Charterhouse Director**" means the Charterhouse Director (as defined in the Charterhouse Director Nomination Agreement).

"**Charterhouse Director Nomination Agreement**" shall mean that certain Director Nomination Agreement, dated as of the date hereof and as may be amended, restated or otherwise modified from time to time, by and among the Company and the Charterhouse Holders.

"**Charterhouse Holders**" shall have the meaning given in the Recitals hereto.

"**Charterhouse Lock-up Period**" shall mean, with respect to any shares of Common Stock received by the Charterhouse Holders pursuant to the Business Combination Agreement (the "**Charterhouse Lock-up Securities**"), the period ending on the 181st day after the Closing Date.

"**Charterhouse Lock-up Securities**" shall have the meaning set forth in the definition of Charterhouse Lock-up Period.

"**Class A Common Stock**" shall have the meaning given in the Recitals hereto.

"**Class B Common Stock**" shall have the meaning given in the Recitals hereto.

"**Closing**" shall have the meaning given in the Business Combination Agreement.

"**Closing Date**" shall have the meaning given in the Business Combination Agreement.

"**Commission**" shall mean the U.S. Securities and Exchange Commission.

"**Common Stock**" shall have the meaning given in the Recitals hereto.

"**Company**" shall have the meaning given in the Preamble and includes the Company's successors by recapitalization, merger, consolidation, spin-off and reorganization or similar transaction.

"**Company Charter**" shall have the meaning given in the Recitals hereto.

"**Demand Registration**" shall have the meaning given in Section 2.1.2.

"**Demanding Holder**" shall have the meaning given in Section 2.1.2.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"**Excluded Registration**" shall mean a Registration Statement (or any registered offering with respect thereto) (i) filed in connection with any employee stock option or other benefit plan (including any Form S-8), (ii) on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (iii) for an offering of debt, warrants, units or other securities that are convertible into, or exchangeable or exercisable for, equity securities of the Company (or for equity securities issued upon conversion, exchange or exercise of such debt, warrants, units or other securities), (iv) for a dividend reinvestment plan, (v) for the resale of securities issued in connection with a reorganization, merger, acquisition or similar transaction, (vi) in connection with a Charterhouse Demand Right or (vii) in connection with any Demand Registration or Block Trade.

"**Filing Date**" shall have the meaning given in Section 2.3.1.

"**Form S-1 Shelf**" shall have the meaning given in Section 2.3.1.

"**Form S-3 Shelf**" shall have the meaning given in Section 2.3.1.

"**Founder Shares**" shall have the meaning given in the Recitals hereto and shall be deemed to include the shares of Class A Common Stock issued upon conversion thereof.

"**Founder Shares Lock-up Period**" shall mean, with respect to the Founder Shares, the period ending on the earlier of (A) one year after the Closing Date and (B) following the Closing Date, (x) if the last reported sale price of the Class A Common Stock equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the Closing Date or (y) the date on which the Company completes a liquidation, merger, stock exchange, reorganization or other similar transaction that results in all of the Company's public stockholders having the right to exchange their shares of Class A Common Stock for cash, securities or other property.

"**GS Director**" means one of the SPAC Sponsor Directors (as defined in the GS Director Nomination Agreement).

"**GS Director Nomination Agreement**" shall mean that certain Director Nomination Agreement, dated as of the date hereof and as may be amended, restated or otherwise modified from time to time, by and among the Company and the GS Sponsor Member.

"**GS Employee Vehicles**" shall have the meaning given in the Preamble.

"**GS Equity Investor**" shall have the meaning given in the Preamble.

"**GS Founder Share Members**" shall have the meaning given in the Preamble.

"**GS Holders**" means the GS Founder Share Members and the GS PIPE Assignees.

"**GS Sponsor Member**" shall have the meaning given in the Preamble.

"**Holder Information**" shall have the meaning given in Section 4.1.2.

"**Holders**" shall have the meaning given in the Preamble, for so long as such person or entity holds any Registrable Securities.

"**Insider Letter**" shall mean that certain amended and restated letter agreement, dated as of the date hereof, by and among the Company, the GS Founder Share Members and each of the other parties thereto.

"**Joinder**" shall have the meaning given in Section 6.2.6.

"**Joining Seller**" shall have the meaning given in the Recitals hereto.

"**Lock-up Period**" shall mean, as applicable, (i) the Founder Shares Lock-up Period, (ii) the Sponsor Warrant Lock-up Period, (iii) the PIPE Shares Lock-up Period, (iv) the Target Shareholder Lock-up Period, (v) the Charterhouse Demand Lock-up Period, and (vi) the Charterhouse Lock-up Period.

"**Maximum Number of Securities**" shall have the meaning given in Section 2.6.

"**Mirion**" shall have the meaning given in the Recitals hereto.

"**Misstatement**" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus or necessary to make the statements in a Registration Statement or Prospectus (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading.

"**Other PIPE Investors**" shall have the meaning given in the Recitals hereto.

"**Other PIPE Investors Subscription Agreements**" shall mean the respective Subscription Agreements, each dated as of June 17, 2021, by and between the Company and the Other PIPE Investors.

"**Paired Interest**" shall have the meaning given in the Recitals hereto.

"**Permitted Transferees**" shall mean:

(A) with respect to the GS Founder Share Members and their respective Permitted Transferees, any person or entity to whom the GS Founder Share Members are permitted to transfer such Registrable Securities prior to the expiration of the Founder Shares Lock-up Period or Sponsor Warrants Lock-up Period, as the case may be, pursuant to and in accordance with the Insider Letter and any other applicable agreement between such GS Founder Share Member and/or their respective Permitted Transferees and the Company and to any transferee thereafter;

(B) with respect to the GS Equity Investor and its Permitted Transferees, any employees, investor partners or clients of the GS Equity Investor or its Affiliates, who, for the avoidance of doubt, shall not be subject to any Lock-up Period upon a valid transfer of Registrable Securities; and

(C) with respect to the Target Shareholders and their respective Permitted Transferees, any transferee permitted under clauses (i) through (viii) of Section 5.1(b).

"**Piggyback-Eligible Holder**" shall mean, as of the applicable time, a Holder owning, collectively with its Affiliates, at least 100,000 shares of Common Stock (as such number may be adjusted for stock splits, combinations, recapitalizations, stock dividends or similar transactions that effect a change in the number of outstanding shares of the Company).

"**Piggyback Registration**" shall have the meaning given in Section 2.2.

"**PIPE Shares**" shall have the meaning given in the Recitals hereto.

"**PIPE Shares Lock-up Period**" shall mean, with respect to the PIPE Shares held by the GS Equity Investor and its Affiliates (excluding Permitted Transferees), the period ending 180 days after the Closing Date. For the avoidance of doubt, any PIPE Shares distributed or assigned by the GS Equity Investor or its Affiliates to their respective Permitted Transferees shall not be subject to the PIPE Shares Lock-up Period.

"**Prospectus**" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"**Registrable Security**" shall mean (a) any shares of Class A Common Stock either outstanding or underlying warrants to purchase shares of Class A Common Stock held by a Holder immediately following the Closing (including any securities distributable pursuant to the Business Combination Agreement and any PIPE Shares), (b) shares of Class A Common Stock issued or issuable upon the exchange of any Paired Interests held by a Holder immediately following the Closing (including any Paired Interests distributable pursuant to the Business Combination Agreement), (c) any outstanding shares of Common Stock or any other equity security (including warrants to purchase shares of Common Stock and shares of Common Stock issued or issuable upon the exercise of any equity security) of the Company acquired by any Charterhouse Holder following the date hereof to the extent that such securities are "restricted securities" (as defined in Rule 144) or are considered to be held by such Charterhouse Holder as an "affiliate" (as defined in Rule 144) of the Company, (d) any Additional Holder Common Stock and (e) any other equity security of the Company or any of its subsidiaries issued or issuable with respect to any securities referenced in clause (a), (b), (c) or (d) above by way of a stock dividend or stock split or in connection with a recapitalization, merger, consolidation, spin-off, reorganization or similar transaction; *provided*, *however*, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities upon the earliest to occur of:

(i) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement by the applicable Holder;

(ii) (A) such securities shall have been otherwise transferred, (B) new certificates for such securities not bearing (or book entry positions not subject to) a legend restricting further transfer shall have been delivered by the Company and (C) subsequent public distribution of such securities shall not require registration under the Securities Act; *provided*, that this clause (ii) shall not apply to securities held by Permitted Transferees to the extent subsequent distribution of such securities by such Permitted Transferees requires registration under the Securities Act;

(iii) such securities shall have ceased to be outstanding;

(iv) such securities have been sold without registration pursuant to Section 4(a)(1) of the Securities Act or Rule 144 or Rule 145 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission);

(v) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction; or

(vi) in the case of Registrable Securities included under clause (c) of the definition thereof, such securities may be sold pursuant to Section 4(a)(1) of the Securities Act or Rule 144 or Rule 145 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission) without any volume, current public information or manner of sale restrictions.

"**Registration**" shall mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"**Registration Expenses**" shall mean the out-of-pocket expenses of a Registration or Underwritten Offering, excluding Selling Expenses, and including, without limitation, the following:

(A) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any national securities exchange on which the Class A Common Stock is then listed;

(B) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of outside counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(C) printing, messenger, telephone and delivery expenses;

(D) reasonable fees and disbursements of counsel for the Company;

(E) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration or Underwritten Offering; and

(F) reasonable and documented fees and expenses of one (1) legal counsel selected by a majority-of-interest of Holders participating in such Registration or Underwritten Offering (this clause (F), "**Holder Counsel Expenses**").

"**Registration Statement**" shall mean any registration statement that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"**Requesting Holders**" shall have the meaning given in Section 2.1.2.

"**Requisite Percentage**" shall mean (a) with respect to each of the GS Founder Share Members, at least 100,000 of the shares of Common Stock directly held by such GS Founder Share Member immediately following the Closing Date and (b) with respect to the Charterhouse Holders, at least 100,000 of the shares of Common Stock received by the Charterhouse Holders in the aggregate in connection with the Transactions so long as such shares of Common Stock remain Registrable Securities.

"**Rule 144**" shall mean Rule 144 promulgated under the Securities Act.

"**Securities Act**" shall mean the Securities Act of 1933, as amended from time to time.

"**Selling Expenses**" means all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any Holder, except for Holder Counsel Expenses.

"**Shelf Registration**" shall mean a registration of securities pursuant to a registration statement filed with the Commission in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect).

"**Sponsor Underwriter Lock-up Period**" shall mean a period of time no less than 45 days and no longer than 90 days beginning on the date of the pricing of an underwritten offering pursuant to the Charterhouse Holders' exercise of its first demand right pursuant to Section 2.1.1, which period shall be equal to the length of the lock-up period of the Charterhouse Holders with the underwriters of such underwritten offering.

"**Sponsor Warrant Lock-up Period**" shall mean, with respect to Sponsor Warrants and any of the Class A Common Stock issued or issuable upon the exercise or conversion of the Sponsor Warrants that are held by the initial purchasers of such Sponsor Warrants or their Permitted Transferees, the period ending 30 days after the Closing Date.

"**Sponsor Warrants**" shall have the meaning given in the Recitals hereto.

"**Subsequent Shelf Registration**" shall have the meaning given in Section 2.3.2.

"**Supporting Company Holders**" shall have the meaning given in the Recitals hereto.

"**Target Shareholder**" shall have the meaning given in the Recitals hereto.

"**Target Shareholder Lockup**" shall have the meaning given in Section 5.1.

"**Target Shareholder Lock-up Period**" shall have the meaning given in Section 5.1.

"**Target Shareholder Lock-up Securities**" shall have the meaning given in Section 5.1.

"**Transactions**" shall have the meaning given in the Recitals hereto.

"**Transfer**" shall mean the (a) sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security, (b) entry into any hedging, swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b).

"**Underwriter**" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"**Underwritten Offering**" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public, including for the avoidance of doubt an Underwritten Shelf Takedown.

"**Underwritten Shelf Takedown**" shall have the meaning given in Section 2.3.4.

ARTICLE II

REGISTRATIONS

2.1 Demand Registration.

2.1.1 Charterhouse Demand Registration. The Charterhouse Holders will have the exclusive right (the '**Charterhouse Demand Right")** for a 90-day period following expiration of the Charterhouse Lock-up Period (the "**Charterhouse Demand Period**") to exercise a single demand right and for which Piggyback Registration rights shall not be applicable; *provided*, for the avoidance of doubt, the Charterhouse Holders can determine, in their sole discretion, to include other stockholders in such Registration. During the Charterhouse Lock-up Period and the Charterhouse Demand Period (or such earlier period ending the date of the expiration of the Sponsor Underwriter Lock-up Period if an Underwritten Offering pursuant to the Charterhouse Demand Right closes) (the "**Charterhouse Demand Lock-up Period**"), (a) the GS Founder Share Members shall not Transfer any shares of Common Stock (other than to their Permitted Transferees) or request a Demand Registration and (b) the GS Equity Investor and its Affiliates shall not Transfer any PIPE Shares (other than any such shares distributed or assigned to the GS Equity Investor's Permitted Transferees) or request a Demand Registration (in each case of clauses (a) and (b), whether as part of a Shelf Registration, an unregistered transaction or otherwise); provided that such period shall be extended for any day during which the Registration Statement is not effective or sales pursuant to the Registration Statement are suspended; *provided* further that the GS PIPE Assignees (or their Permitted Assignees) shall also not request a Demand Registration during the Charterhouse Demand Lock-up Period. The GS Founder Share Members, the GS Founder Share Members' Permitted Transferees, the GS Equity Investor and each Holder that is an executive officer or director of the Company or the beneficial owner of more than five percent (5%) of the outstanding shares of Class A Common Stock, shall, if requested by the Underwriters, execute a customary lock-up agreement (in each case on substantially the same terms and conditions as all such Holders, including customary "mfn" release provisions) in favor of the managing Underwriters not to, Transfer any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock or exercise any demand or piggyback rights hereunder, during the Sponsor Underwriter Lock-up Period, except as expressly permitted by such lock-up agreement or in the event the managing Underwriters otherwise agree.

2.1.2 Request for Registration. Subject to the provisions of Sections 2.1.1, 2.8 and 2.9 hereof, at any time and from time to time on or after the date the Charterhouse Demand Period ends, (i) the Charterhouse Holders, (ii) the GS Holders or (iii) the Holders of at least thirty percent (30%) in interest of the then outstanding number of Registrable Securities (any of (i), (ii) or (iii), the "**Demanding Holders**") may make a written demand for Registration under the Securities Act of all or part of their Registrable Securities, which written demand shall describe the amount and type of securities to be included in such Registration and the intended methods of distribution thereof (such written demand, a "**Demand Registration**"); *provided* that no shares that are subject to a Lock-Up Period at the time that the Registration Statement that is subject to such Demand Registration is required to be filed may be included in such Demand Registration or counted towards such 30% in interest of the Demanding Holders. The Company shall, within 10 days of the Company's receipt of the Demand Registration, notify, in writing, all other Holders of Registrable Securities of such demand, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in a Registration pursuant to a Demand Registration (each such Holder that includes all or a portion of such Holder's Registrable Securities in such Registration, a "**Requesting Holder**") shall so notify the Company, in writing, within 5 days after the receipt by the Holder of the notice from the Company. Upon receipt by the Company of any such written notification from a Requesting Holder to the Company, such Requesting Holder shall be entitled to have their Registrable Securities included in a Registration pursuant to a Demand Registration and the Company shall effect, as soon thereafter as reasonably practicable, the Registration of all Registrable Securities requested by the Demanding Holders and Requesting Holders pursuant to such Demand Registration, including by using commercially reasonable efforts to file a Registration Statement relating thereto as soon as reasonably practicable, but not more than 45 days immediately after the Company's receipt of the Demand Registration; *provided* the Company shall not be required to file such Registration Statement (or an amendment thereto) during any period for which it has not yet filed financial statements with the Commission that would be required to be included in such Registration Statement and the due date for filing of such financial statements under the rules and regulations of the Commission has not yet elapsed.

2.1.3 Effective Registration. Notwithstanding the provisions of Section 2.1.2 above or any other part of this Agreement, a Registration pursuant to a Demand Registration shall not count as a Registration hereunder unless and until (i) the Registration Statement filed with the Commission with respect to a Registration pursuant to a Demand Registration has been declared effective by the Commission and (ii) the Company has materially complied with all of its obligations under this Agreement with respect thereto; provided, further, that if, after such Registration Statement has been declared effective, an offering of Registrable Securities in a Registration pursuant to a Demand Registration is subsequently interfered with by any stop order or injunction of the Commission, federal or state court or any other governmental agency, the Registration Statement with respect to such Registration shall be deemed not to have been declared effective, unless and until, (i) such stop order or injunction is removed, rescinded or otherwise terminated and (ii) a majority-in-interest of the Demanding Holders initiating such Demand Registration thereafter affirmatively elect to continue with such Registration and accordingly notify the Company in writing; provided, further, that the Company shall not be obligated or required to file another Registration Statement until the Registration Statement that has been previously filed with respect to a Registration pursuant to a Demand Registration becomes effective or is subsequently terminated.

2.2 Piggyback Registration. If the Company or any Holder proposes to conduct a registered offering of equity securities (whether for its account or for the account of one more of its stockholders) other than an Excluded Registration, then the Company shall give written notice of such proposed filing to all of the Piggyback-Eligible Holders at such time as soon as reasonably practicable but not less than ten business days before the anticipated filing date of such Registration Statement or, in the case of an Underwritten Offering pursuant to a Shelf Registration, the applicable "red herring" prospectus or prospectus supplement used for marketing such offering, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended methods of distribution and the name of the proposed managing Underwriters, if any, in such offering, and (B) offer to all of the Piggyback-Eligible Holders of Registrable Securities the opportunity to include in such registered offering such number of Registrable Securities as such Piggyback-Eligible Holders may request in writing within five business days after receipt of such written notice (such Registration, a "**Piggyback Registration**"). Subject to Section 2.7, the Company shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and, if applicable, shall use its commercially reasonable efforts to cause the managing Underwriter or Underwriters of such Piggyback Registration to permit the Registrable Securities requested by the Piggyback-Eligible Holders pursuant to this Section 2.2 to be included therein on the same terms and conditions as any similar securities of the Company included in such registered offering and to permit the sale or other disposition of such Registrable Securities in accordance with the intended methods of distribution thereof. The inclusion of any Holder's Registrable Securities in a Piggyback Registration shall be subject to such Holder's agreement to enter into an underwriting agreement in customary form with the Underwriters selected for such Underwritten Offering. For purposes of clarity, any Piggyback Registration effected pursuant to Section 2.2 hereof shall not be counted as a demand for an Underwritten Shelf Takedown.

2.3 Shelf Registrations.

2.3.1 Filing. The Company shall use commercially reasonable efforts to file a Registration Statement with the Commission for a Shelf Registration on Form S-1 (the "**Form S-1 Shelf**"), since it will be ineligible to use a FormS-3 (the "**Form S-3 Shelf**" and, together with a "Form S-1 Shelf", a "**Shelf**") as soon as reasonably practicable but no later than 30 calendar days following the Closing Date (the "**Filing Date**"), covering the resale of all Registrable Securities (determined as of two business days prior to such filing) on a delayed or continuous basis and shall use its commercially reasonable efforts to have such Shelf declared effective as soon as reasonably practicable after the filing thereof and no later than the earlier of (x) the 90th calendar day following the Filing Date if the Commission notifies the Company that it will "review" the Shelf and (y) the 10th business day after the date the Company is notified in writing by the Commission that such Shelf will not be "reviewed" or will not be subject to further review. Such Shelf shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. The Company shall maintain a Shelf in accordance with the terms hereof, and shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements as may be necessary to keep a Shelf continuously effective, available for use to permit all Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. The Company shall use its commercially reasonable efforts to convert the Form S-1 Shelf (and any Subsequent Shelf Registration) to a Form S-3 Shelf as soon as reasonably practicable after the Company is eligible to use FormS-3.

2.3.2 Subsequent Shelf Registration. If any Shelf ceases to be effective under the Securities Act for any reason at any time while Registrable Securities included thereon are still outstanding, the Company shall, subject to Section 3.4, use its commercially reasonable efforts to as promptly as is reasonably practicable cause such Shelf to again become effective under the Securities Act (including using its commercially reasonable efforts to obtaining the prompt withdrawal of any order suspending the effectiveness of such Shelf), and shall use its commercially reasonable efforts to as promptly as is reasonably practicable amend such Shelf in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf or file an additional registration statement as a Shelf Registration (a "**Subsequent Shelf Registration**") registering the resale of all Registrable Securities (determined as of two business days prior to such filing), and pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. If a Subsequent Shelf Registration is filed, the Company shall use its commercially reasonable efforts to (i) cause such Subsequent Shelf Registration to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof (it being agreed that the Subsequent Shelf Registration shall be an automatic shelf registration statement (as defined in Rule 405 promulgated under the Securities Act) if the Company is a well-known seasoned issuer (as defined in Rule 405 promulgated under the Securities Act) at the most recent applicable eligibility determination date) and (ii) keep such Subsequent Shelf Registration continuously effective, available for use to permit all Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. Any such Subsequent Shelf Registration shall be on Form S-3 to the extent that the Company is eligible to use such form. Otherwise, such Subsequent Shelf Registration shall be on another appropriate form.

2.3.3 Additional Registrable Securities. In the event that any Holder holds Registrable Securities that are not registered for resale on a delayed or continuous basis, the Company, upon request of the Charterhouse Holders or the GS Founder Share Members, shall promptly use its commercially reasonable efforts to cause the resale of such Registrable Securities to be covered by either, at the Company's option, any then available Shelf (including by means of a post-effective amendment) or by filing a Subsequent Shelf Registration and cause the same to become effective as soon as reasonably practicable after such filing and such Shelf or Subsequent Shelf Registration shall be subject to the terms hereof; *provided*, *however*, the Company shall only be required to cause such Registrable Securities to be so covered twice per calendar year for each of the Charterhouse Holders and the GS Founder Share Members.

2.3.4 Requests for Underwritten Shelf Takedowns. Subject to Section 2.4, at any time and from time to time when an effective Form S-3 Shelf is on file with the Commission, the Demanding Holders may request to sell all or any portion of such Demanding Holders' Registrable Securities in an Underwritten Offering that is registered pursuant to the Shelf (each, an "**Underwritten Shelf Takedown**"). All requests for Underwritten Shelf Takedowns (other than Block Trades) shall be made by giving written notice to the Company at least fifteen business days prior to the public announcement of such Underwritten Shelf Takedown, which shall specify the approximate number of Registrable Securities proposed to be sold in the Underwritten Shelf

Takedown and the expected price range (net of underwriting discounts and commissions) of such Underwritten Shelf Takedown. The Company shall include in any Underwritten Shelf Takedown the securities requested to be included by any Holder within 5 business days of receipt of a notice of such Underwritten Shelf Takedown pursuant to written contractual Piggyback Registration rights of such holder (including those set forth herein).

2.4 Block Trades. If the Charterhouse Holders or the GS Founder Share Members wish to consummate an overnight block trade (on either an SEC-registered or non-registered basis, a "**Block Trade**"), then notwithstanding the time periods and piggyback rights otherwise provided herein, such Holder shall, if it would like the assistance of the Company, endeavor to give the Company sufficient advance notice in order to prepare the appropriate documentation for such transaction; *provided* the Company shall have no obligations under this Section 2.4 if the proposed aggregate offering amount of the Block Trade is less than $40 million. If requesting an SEC-registered Block Trade requiring the Company to file a prospectus or prospectus supplement, the applicable Holders (1) shall give the Company written notice of the transaction and the anticipated launch date of the transaction at least three (3) business days prior to the anticipated launch date of the transaction, (2) the Company shall be required to only notify the Charterhouse Holders and the GS Founder Share Members of the transaction and none of the other Holders; *provided*, *however*, that the Charterhouse Holders and the GS Founder Share Members may each determine, in its discretion, to notify other Holders, (3) the Charterhouse Holders, the GS Founder Share Members, and any other Holders that have been notified of the Block Trade pursuant to the foregoing clause (2), shall have one (1) business day prior to the launch of the transaction to determine if they wish to participate in the Block Trade and (4) the Company shall include in the Block Trade only shares held by the Charterhouse Holders and the GS Founder Share Members or any other Holders participating pursuant to the foregoing clauses (2) and (3), subject to Section 2.6. This Section 2.4 shall not restrict a Holder from undertaking a Block Trade independently that is eithernon-registered or does not otherwise require Company assistance in filing a prospectus or prospectus supplement.

2.5 Underwritten Offering. The Demanding Holders holding a majority of the Registrable Securities included in a Demand Registration or Underwritten Shelf Takedown, or in the case of a Registration pursuant to a Charterhouse Demand Right, the Charterhouse Holders solely, may advise the Company that such Demand Registration or Underwritten Shelf Takedown shall be in the form of an Underwritten Offering and shall have the right to select the Underwriters for such offering (which shall consist of one or more reputable nationally recognized investment banks) subject to the Company's prior approval, which shall not be unreasonably withheld, conditioned or delayed. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this Section 2.4 shall sell such Registrable Securities pursuant to the terms of an underwriting agreement in customary form with the Underwriters selected for such Underwritten Offering and execute such documents and certificates and cooperate with requirements of such underwriting agreement as may be reasonably requested in connection therewith, including providing any legal opinions customarily provided by selling stockholders in an Underwritten Offering.

2.6 Reduction of Underwritten Offering or Block Trade. If the managing Underwriter or Underwriters (or other sales agent) in an Underwritten Offering or Block Trade, in good faith, advise the Company and the participating Holders that the dollar amount or number of Registrable Securities exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the Underwritten Offering or Block Trade without adversely affecting the proposed offering price, the timing, the distribution method or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "**Maximum Number of Securities**"), then the Company shall include in such Underwritten Offering or Block Trade, as follows:

(a) if the Underwritten Offering is pursuant to a Demand Registration, an Underwritten Shelf Takedown or Block Trade, the Registrable Securities of the Holders that can be sold without exceeding the Maximum Number of Securities, determined pro rata based on the respective number of Registrable Securities that each Holder has requested be included in such Underwritten Offering; and

(b) if the Underwritten Offering is undertaken for the Company's account, the Company shall include in any such Registration or registered offering (i) first, the shares of Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities, and (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 2.2 hereof determined *pro rata* based on the respective number of Registrable Securities that each Holder has requested be included in such Underwritten Offering; *provided* that the Registrable Securities of the Charterhouse Holders shall not be reduced below the amount that is included pursuant to clause (i) less the Maximum Number of Securities unless they are the only Holders participating in such Underwritten Offering.

2.7 Registration Withdrawal. Any Holder participating in a Registration has the right to withdraw from a Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Registration prior to: (i) the effectiveness of the Registration Statement filed with the Commission with respect to the Registration or (ii) in the case of an Underwritten Shelf Takedown, the public announcement thereof.

2.8 Restrictions on Registration Rights. Notwithstanding anything to the contrary in this Agreement, the Company shall not be obligated to effect, or to take any action to effect, any Registration or Underwritten Offering pursuant to Article II if:

(a) during the period starting with the date 60 days prior to the Company's good faith estimate of the date of the filing of, and ending on a date 120 days after the effective date of, a Company initiated Registration and *provided* that the Company has delivered written notice to the Holders prior to receipt of a Demand Registration pursuant to Section 2.1.2, it continues to actively employ, in good faith, its commercially reasonable efforts to cause the applicable Registration Statement to become effective;

(b) the Holders have requested an Underwritten Offering and the Company and the Holders are unable to obtain the commitment of underwriters to firmly underwrite the offer;

(c) in the case of a Demand Registration, the Registrable Securities to be included therein have a gross aggregate offering price of less than $100 million;

(d) in the case of an Underwritten Shelf Takedown, the Registrable Securities to be included therein have a gross aggregate offering price of less than $50 million;

(e) the Company has effected at least four (4) Demand Registrations, Underwritten Shelf Takedowns or Underwritten Offerings (excluding Piggyback Registrations), each resulting in a consummated offering, in the twelve (12) month period immediately preceding the date of a request for such Registration; *provided* this clause (e) shall not apply to non-registered Block Trades or Block Trades in which the Company does not need to file a prospectus or prospectus supplement;

(f) any Registration Statement is suspended pursuant to Section 3.4; or

(g) in the good faith judgment of the Board, such Registration would be seriously detrimental to the Company and the Board concludes as a result that it is essential to defer the filing of such Registration Statement at such time, then in each case the Company shall furnish to such Holders a certificate signed by the Chairman of the Board, the Chief Executive Officer (or a Co-Chief Executive Officer, if applicable), the President or the Secretary of the Company stating that in the good faith judgment of the Board it would be seriously detrimental to the Company for such Registration Statement to be filed in the near future and that it is therefore essential to defer the filing of such Registration Statement; *provided* in the case of this clause (g), the Company shall only have the right to defer such filing for a period of not more than 90 days and not more than once in any 12-month period.

Notwithstanding anything to the contrary contained in this Agreement, the Company shall not be required to effect or permit any Registration or cause any Registration Statement to become effective, with respect to any Registrable Securities held by any Holder, until after the expiration of any Lock-up Period applicable to such Registrable Securities.

2.9 Market Stand-off. In connection with any Underwritten Offering of Common Stock pursuant to this Agreement, if requested by the Underwriters managing the offering, each Holder that is an executive officer or director of the Company or the beneficial owner of more than five percent (5%) of the outstanding shares of Class A Common Stock and any other Holder reasonably requested by the managing Underwriter (including any Holder selling securities in such Underwritten Offering), agrees not to, and to execute a customary lock-up agreement (in each case on substantially the same terms and conditions as all such Holders, including customary "mfn" release provisions) in favor of the managing Underwriters not to, Transfer any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock (other than those included in such offering) or exercise any demand or piggyback rights hereunder, during the ninety (90) day period (or such shorter time agreed to by the managing Underwriters (but in no event less than 45 days)) beginning on the date of pricing such offering, except as expressly permitted by such lock-up agreement or in the event the managing Underwriters otherwise agree.

ARTICLE III

COMPANY PROCEDURES

3.1 General Procedures. In connection with any Registration, whether pursuant to the filing of a new Registration Statement, effecting an Underwritten Shelf Takedown or effecting an underwritten Block Trade, the Company shall use its commercially reasonable efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as possible (without limiting the generality of the Company's obligations pursuant to Section 2.3):

3.1.1 prepare and file with the Commission as soon as reasonably practicable a Registration Statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities have ceased to be Registrable Securities;

3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by a majority-in-interest of the Holders with Registrable Securities registered on such Registration Statement, the GS Founder Share Members or the Charterhouse Holders (provided that such GS Founder Share Members and/or the Charterhouse Holders, as applicable, hold at least some of the Registrable Securities registered on such Registration Statement or are named in the Registration Statement) or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may request in order to facilitate the disposition of the Registrable Securities owned by such Holders;

3.1.4 prior to any public offering of Registrable Securities, use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may reasonably request (or provide evidence satisfactory to such Holders that the Registrable Securities are exempt from such registration or qualification) and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue

of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; *provided*, *however*, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each national securities exchange on which such class of Registrable Security issued by the Company is then listed;

3.1.6 provide a transfer agent and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8 at least two business days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus (or such shorter period of time as may be necessary in order to comply with the Securities Act, the Exchange Act, and the rules and regulations promulgated under the Securities Act or Exchange Act, as applicable), furnish a copy thereof to each seller of such Registrable Securities or its counsel (excluding any exhibits thereto and any filing made under the Exchange Act that is to be incorporated by reference therein);

3.1.9 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4;

3.1.10 permit a representative of the Holders, the Underwriters, if any, and any attorney or accountant retained by such Holders or Underwriter to participate, at each such person's own expense, in the preparation of the Registration Statement, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with the Registration; *provided*, *however*, that such representatives and Underwriters agree to confidentiality arrangements, in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information;

3.1.11 in connection with a Registration that is an Underwritten Offering, request the Company's independent registered public accountants to provide an accountants' "comfort letter," in customary form and covering such matters of the type customarily covered by accountants' "comfort" letters;

3.1.12 in connection with a Registration that is an Underwritten Offering, obtain an opinion and a negative assurance letter of counsel representing the Company for the purposes of such Registration covering customary legal matters with respect to the Registration in respect of which such opinion is being given;

3.1.13 enter into and perform its obligations under an underwriting agreement or distribution agreement, in usual and customary form, with the managing Underwriter or the broker, placement agent or sales agent of such offering or sale;

3.1.14 with respect to an Underwritten Offering, use its commercially reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in any Underwritten Offering;

3.1.15 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the participating Holders and the broker, placement agent or sales agent, if any, and the Underwriter, if any, as applicable; and

3.1.16 upon the reasonable request of a Holder, the Company shall (i) authorize the Company's transfer agent to remove any legend on share certificates of such Holder's Class A Common Stock restricting further transfer (or any similar restriction in book entry positions of such Holder) if such restrictions are no longer required by the Securities Act or any applicable state securities laws or any agreement with the Company to which such Holder is a party, including if such shares subject to such a restriction have been or will imminently be sold on a Registration Statement, (ii) request the Company's transfer agent to issue in lieu thereof shares of Class A Common Stock without such restrictions to the Holder upon, as applicable, surrender of any stock certificates evidencing such shares of Class A Common Stock, or to update the applicable book entry position of such Holder so that it no longer is subject to such a restriction, and (iii) use commercially reasonable efforts to cooperate with such Holder to have such Holder's shares of Class A Common Stock transferred into a book-entry position at The Depository Trust Company, in each case, subject to delivery of customary documentation, including any documentation required by such restrictive legend or book-entry notation.

3.2 Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by each Holder that, with respect to such Holder's Registrable Securities being sold, all Selling Expenses of such Holder will be borne by such Holder.

3.3 Requirements for Participation in Registration Statement in Underwritten Offerings. Notwithstanding anything in this Agreement to the contrary, if any Holder does not provide the Company with its requested Holder Information, the Company may exclude such Holder's Registrable Securities from the applicable Registration Statement or Prospectus if the Company determines that such information is necessary to effect the registration and such Holder continues thereafter to withhold such information. No person may participate in any Underwritten Offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person (i) agrees to sell such person's securities on the basis provided in any underwriting arrangements approved by the Company and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements. The exclusion of a Holder's Registrable Securities as a result of this Section 3.3 shall not affect the registration of the other Registrable Securities to be included in such Registration.

3.4 Suspension of Sales; Adverse Disclosure; Restrictions on Registration Rights Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until he, she or it has received copies of a supplemented or amended Prospectus correcting the Misstatement (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as reasonably practicable after the time of such notice), or until he, she or it is advised in writing by the Company that the use of the Prospectus may be resumed. If the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would require the Company to make an Adverse Disclosure or would require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest reasonable period of time; *provided*, *however*, the Company may not delay or suspend the Registration Statement on more than two occasions or for more than sixty (60) consecutive calendar days, or more than ninety (90) total calendar days, in each case during any twelve-month period. In the event the Company exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities. The Company shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 3.4.

3.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act. The Company further covenants that it shall furnish to any Holder, so long as the Holder owns any Registrable Securities: (i) to the extent accurate, a written statement by the Company that it has complied with the reporting requirements of Rule 144 (at any time after the time period contemplated by Rule 144(i)(2)), the Securities Act and the Exchange Act; and (ii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration (at any time after the Company has become subject to the reporting requirements under the Exchange Act) or pursuant to Form S-3 (at any time after the Company so qualifies to use such form).

ARTICLE IV

INDEMNIFICATION AND CONTRIBUTION

4.1 Indemnification.

4.1.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers, directors and agents and each person who controls such Holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and out-of-pocket expenses (including, without limitation, reasonable outside attorneys' fees) resulting from any untrue or alleged untrue statement of material fact contained or incorporated by reference in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information or affidavit so furnished in writing to the Company by such Holder expressly for use therein.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus (the "**Holder Information**") and, to the extent permitted by law, shall indemnify the Company, its directors, officers and agents and each person who controls the Company (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and out-of-pocket expenses (including, without limitation, reasonable outside attorneys' fees) resulting from any untrue or alleged untrue statement of material fact contained in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in the Holder Information so furnished in writing by such Holder expressly for use therein; *provided*, *however*, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement.

4.1.3 Any person entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which he, she or it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement that cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement includes a statement or admission of fault and culpability on the part of such indemnified party or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person of such indemnified party and shall survive the transfer of securities. The Company and each Holder of Registrable Securities participating in an offering also agrees to make such provisions as are reasonably requested by any indemnified party for contribution to such party in the event the Company's or such Holder's indemnification is unavailable for any reason.

4.1.5 If the indemnification provided under Section 4.1 from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities or out-of-pocket expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and out-of-pocket expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by, or relates to information supplied by, such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; *provided*, *however*, that the liability of any Holder under this Section 4.1.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or out-of-pocket expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this Section 4.1.5. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 4.1.5 from any person who was not guilty of such fraudulent misrepresentation.

ARTICLE V

LOCK-UP AGREEMENT

5.1 Target Shareholder Lock-Up Agreement.

(a) Each Target Shareholder agrees not to Transfer any shares of Common Stock or Paired Interests received by him, her or it pursuant to the Business Combination Agreement (the "**Target Shareholder Lock-up Securities**") from the date hereof until, and including, the 180th day after the Closing Date (the "**Target Shareholder Lock-up Period**"), subject to Section 5.1(b) (the "**Target Shareholder Lockup**").

(b) Notwithstanding Section 5.1(a), a Target Shareholder may Transfer Target Shareholder Lock-up Securities:

(i) by will, other testamentary document or intestacy;

(ii) as a bona fide gift or gifts, including to charitable organizations or for bona fide estate planning purposes;

(iii) to any trust for the direct or indirect benefit of the Target Shareholder or the immediate family of the Target Shareholder, or if the Target Shareholder is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust;

(iv) to a partnership, limited liability company or other entity of which such Target Shareholder and the immediate family of such Target Shareholder are the legal and beneficial owner of all of the outstanding equity securities or similar interests;

(v) if the Target Shareholder 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 promulgated under the Securities Act) of such Target Shareholder, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with such Target Shareholder or affiliates of such Target Shareholder (including, for the avoidance of doubt, where such Target Shareholder 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 distribution to members or shareholders of such Target Shareholder;

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

(vii) in the case of an individual, by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree, separation agreement or related court order;

(viii) with the prior written consent of the Board (subject to the determination of the Board in its sole discretion at any time)*provided* such consent must be approved by each of the Charterhouse Director (unless waived by the Charterhouse Holders) and the GS Directors (unless waived by the GS Sponsor Member);

(ix) from an employee or a director of, or a service provider to, the Company or any of its subsidiaries upon the death, disability or termination of employment or services, in each case, of such person; and

(x) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the Board and made to all holders of shares of the Company's capital stock involving a Change of Control (as defined below) (including negotiating and entering into an agreement providing for any such transaction), provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the Target Shareholder Lock-up Securities shall remain subject to the Target Shareholder Lockup;

provided that:

(x) in the case of any Transfer of Target ShareholderLock-up Securities pursuant to clauses (i) through (vi), (1) such Transfer shall not involve a disposition for value; (2) the Target Shareholder Lock-up Securities shall remain subject to the Target Shareholder Lockup and the transferee shall sign a Joinder before such Transfer is effective; (3) any required public report or filing (including filings under Section 16(a) of the Exchange Act), shall disclose the nature of such Transfer and that the Target Shareholder Lock-up Securities remain subject to the Target Shareholder Lockup; and (4) there shall be no voluntary public disclosure or other announcement of such Transfer; and

(y) a Target Shareholder may enter into a trading plan established in accordance with Rule10b5-1 under the Exchange Act during the Target Shareholder Lock-up Period so long as no Transfers are effected under such trading plan prior to the expiration of the Target ShareholderLock-up Period and no voluntary public disclosure or announcement of such plan is made.

ARTICLE VI

MISCELLANEOUS

6.1 Notices. Any notice or communication under this Agreement must be in writing and given by mail, hand delivery, electronic mail or facsimile. Each notice or communication that is mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given, served, sent and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by hand delivery, electronic mail or facsimile, at such time as it is delivered to the addressee or at such time as delivery is refused by the addressee upon presentation.

Any notice or communication under this Agreement must be addressed:

if to the Company, to:
Mirion Technologies, Inc.
1218 Menlo Drive
Atlanta, GA 30318
Attention: General Counsel
Email: elee@mirion.com; legal@mirion.com

with a copy (which copy shall not constitute notice) to:

Davis Polk & Wardwell LLP
1600 El Camino Real Ste. 100
Menlo Park, California 94025
Attention: Alan F. Denenberg, Stephen Salmon, Bryan M. Quinn
E-mail: alan.denenberg@davispolk.com; stephen.salmon@davispolk.com;
bryan.quinn@davispolk.com

if to the Charterhouse Holders, to:

The Charterhouse Holders
6th Floor, Belgrave House, 76 Buckingham Palace Road
London, SW1W 9TQ, United Kingdom
Attention: Christopher Warren, Thomas Patrick
E-mail: chris.warren@charterhouse.co.uk; tom.patrick@charterhouse.co.uk

with copies (which copies shall not constitute notice) to:

Freshfields Bruckhaus Deringer US LLP
601 Lexington Avenue, 31st Floor
New York, New York 10019
Attention: Valerie Ford Jacob
E-mail: valerie.jacob@freshfields.com
Freshfields Bruckhaus Deringer LLP
9 avenue de Messin
75008 Paris, France
Attention: Yann Gozal
E-mail: yann.gozal@freshfields.com

Freshfields Bruckhaus Deringer LLP
100 Bishopsgate
London EC2P 2SR, United Kingdom
Attention: Charles Hayes
E-mail: charles.hayes@freshfields.com

if to the GS Founder Share Members or the GS Equity Investor, to:

GS Sponsor II LLC, GS Acquisition Holdings II Employee Participation LLC, GSAH II PIPE Investors Employee LP and NRD PIPE Investors LP
200 West Street
New York, New York 10282
Attention: Thomas R. Knott, David S. Plutzer
E-mail: tom.knott@gs.com; david.plutzer@gs.com

with copies (which copies shall not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Michael J. Aiello, Brian Parness
E-mail: michael.aiello@weil.com; brian.parness@weil.com

and, if to any other Holder, at such Holder's address as set forth in the Company's books and records. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective 30 days after delivery of such notice as provided in this Section 6.1.

6.2 Assignment; No Third Party Beneficiaries.

6.2.1 This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

6.2.2 Subject to Section 6.2.4 and Section 6.2.6, this Agreement and the rights, duties and obligations of a Holder hereunder may be assigned in whole or in part to such Holder's Permitted Transferees. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and Permitted Transferees.

6.2.3 For the avoidance of doubt, each of the GS Equity Investors or the Charterhouse Holders may assign its rights, duties and obligations under this Agreement to its Permitted Transferees and such Permitted Transferees shall, following the execution of a Joinder (as defined below) and effective upon such distribution, become a Holder hereunder, and the Registrable Securities which such Permitted Transferee receives in such distribution shall remain Registrable Securities until they cease to be Registrable Securities in accordance with the definition thereof.

6.2.4 Prior to the expiration of the applicable Lock-up Period, no Holder who is subject to a Lock-up Period may assign or delegate such Holder's rights, duties or obligations under this Agreement, in whole or in part, except in connection with a transfer of Registrable Securities by such Holder to a Permitted Transferee and in accordance with the provisions of the agreement providing for such Lock-up Period and this Section 6.2; *provided*, that, with respect to each GS Founder Share Member and Charterhouse Holder, the rights, duties and obligations hereunder that are personal to such GS Founder Share Member and such Charterhouse Holder, as applicable, and may not be assigned or delegated in whole or in part, except that (x) a GS Founder Share Member shall be permitted to assign or delegate its rights, duties and obligations hereunder to one or more Affiliates of such GS Founder Share Member (it being understood that no such assignment or delegation shall reduce any rights, duties or obligations of such GS Founder Share Member or such transferees) and (y) a Charterhouse Holder shall be permitted to assign or delegate its rights, duties and obligations hereunder to one or more Affiliates of such Charterhouse Holder (it being understood that no such assignment or delegation shall reduce any rights, duties or obligations of such Charterhouse Holder or such transferees).

6.2.5 This Agreement shall not confer any rights or benefits on any persons that are not parties hereto, other than as expressly set forth in this Agreement and Section 6.2.

6.2.6 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment as provided in Section 6.1 and (ii) an executed joinder to this Agreement from such successor or permitted assignee in the form of Exhibit A attached hereto (a "**Joinder**"). Any transfer or assignment made other than as provided in this Section 6.2 shall be null and void.

6.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by 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 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.

6.4 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT (1) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND NEW YORK CIVIL PRACTICE LAWS AND RULES 327(B), AS APPLIED TO AGREEMENTS AMONG NEW YORK RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN NEW YORK AND (2) SUBJECT TO APPLICABLE LAW, THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THIS AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN NEW YORK COUNTY IN THE STATE OF NEW YORK.

6.5 TRIAL BY JURY. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

6.6 Amendments and Modifications. Upon the written consent of the Company and the Holders of at least a majority-in-interest of the Registrable Securities at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; *provided*, *however*, that notwithstanding the foregoing, any amendment hereto or waiver hereof shall also require the written consent of the GS Founder Share Members (provided that the GS Founder Share Members or their Permitted Transferees hold, in the aggregate, the applicable Requisite Percentage) and/or the Charterhouse Holders (provided that the Charterhouse Holders or their Permitted Transferees hold, in the aggregate, the applicable Requisite Percentage); *provided*, *further*, that any amendment hereto or waiver hereof that adversely affects one Holder, solely in his, her or its capacity as a holder of the shares of capital stock of the Company, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected. No course of dealing between any Holder or the Company and

any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party. For the avoidance of doubt, a waiver pursuant to the first sentence of this Section 6.6 may waive piggyback rights for all Holders pursuant toSection 2.2 so long as no Holders participate in an offering for which such piggyback rights would be applicable.

6.7 Other Registration Rights. Other than (i) the Other PIPE Investors who have registration rights with respect to their PIPE Shares pursuant to their Other PIPE Investors Subscription Agreements, (ii) as provided in that certain Warrant Agreement, dated June 29, 2020, between the Company and Continental Stock Transfer & Trust Company and (iii) as provided in the Warrant Purchase Agreement, the Company represents and warrants that no person, other than a Holder of Registrable Securities, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration Statement filed by the Company for the sale of securities for its own account or for the account of any other person.

6.8 Term. This Agreement shall terminate with respect to any Holder on the date that such Holder no longer holds any Registrable Securities; *provided*, *however*, the provisions of Article IV, Article V and this Article VI shall survive any termination.

6.9 Holder Information. Each Holder agrees, if requested in writing, to represent to the Company the total number of Registrable Securities held by such Holder in order for the Company to make determinations hereunder.

6.10 Additional Holder; Joinder. In addition to persons or entities who may become Holders pursuant toSection 6.2 hereof, subject to the prior written consent of the GS Founder Share Members and the Charterhouse Holders so long as, with respect to each of such parties, the GS Founder Share Members and their Permitted Transferees and the Charterhouse Holders and their Permitted Transferees hold, in the aggregate, the applicable Requisite Percentage, the Company may make any person or entity who acquires shares of Class A Common Stock or rights to acquire shares of Class A Common Stock after the date hereof a party to this Agreement (each such person, an "**Additional Holder**") by obtaining an executed Joinder from such Additional Holder in the form of Exhibit A attached hereto. Such Joinder shall specify the rights and obligations of the applicable Additional Holder under this Agreement. Upon the execution and delivery and subject to the terms of a Joinder by such Additional Holder, the shares of Class A Common Stock of the Company then owned, or underlying any rights then owned, by such Additional Holder (the "**Additional Holder Common Stock**") shall be Registrable Securities to the extent provided herein and therein, and such Additional Holder shall be a Holder under this Agreement with respect to such Additional Holder Common Stock.

6.11 Conflicts. Notwithstanding anything to the contrary contained in this Agreement, in the event of any conflict or inconsistency between any term or provision of this Agreement and any term or provision the Assignment and Subscription Agreements, the terms and provisions of this Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

MIRION TECHNOLOGIES, INC.
a Delaware corporation

By: /s/ Thomas D. Logan
Name: Thomas D. Logan
Title: Chief Executive Officer and Director

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

HOLDERS:

GS SPONSOR II LLC

By: GSAM HOLDINGS LLC, as sole manager

By: /s/ Tom Knott
Name: Tom Knott
Title: Authorized Signatory

GS ACQUISITION HOLDINGS II EMPLOYEE PARTICIPATION LLC

By: GSAM Gen-Par, L.L.C., its manager

By: /s/ Raanan A. Augus
Name: Raanan A. Agus
Title: Vice President

GS ACQUISITION HOLDINGS II EMPLOYEE PARTICIPATION 2 LLC

By: GSAM Gen-Par, L.L.C., its manager

By: /s/ Raanan A. Agus
Name: Raanan A. Agus
Title: Vice President

GSAH II PIPE INVESTORS EMPLOYEE LP

By: Goldman Sachs & Co. LLC, its investment manager

By: /s/ Laurie E. Schmidt
Name: Laurie E. Schmidt
Title: Managing Director

NRD PIPE INVESTORS LP

By: Goldman Sachs & Co. LLC, its investment manager

By: /s/ Laurie E. Schmidt
Name: Laurie E. Schmidt
Title: Managing Director

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

HOLDERS:

ARDIAN Atomic S.C.S.

By: /s/ Sophie Wegmann
Name: Sophie Wegmann
Title: Manager

Louis Biacchi

/s/ Louis Biacchi

BNP Paribas SA

By: /s/ Christophe Lenouvel
Name: Christophe Lenouvel
Title: Head of BNP Paribas Principal Investments

By: /s/ Pierre Armagnac
Name: Pierre Armagnac
Title: COO

Michael Brumbaugh

/s/ Michael Brumbaugh

Cavenham Diversifier

By: /s/ D. Cowling
Name: D. Cowling
Title: Managing Director

By: /s/ J-B. Luccio
Name: J-B. Luccio
Title: Authorized Signatory

CCP IX LP NO. 1, acting by its General Partner, CHARTERHOUSE GENERAL PARTNERS (IX) LIMITED (for the limited purpose set forth herein)

By: /s/ Thomas S. Patrick
Name: Thomas S. Patrick
Title: Director

CCP IX LP NO. 2, acting by its General Partner, CHARTERHOUSE GENERAL PARTNERS (IX) LIMITED (for the limited purpose set forth herein)

By: /s/ Thomas S. Patrick
Name: Thomas S. Patrick
Title: Director

CCP IX CO-INVESTMENT LP, acting by its General Partner, CHARTERHOUSE GENERAL PARTNERS (IX) LIMITED (for the limited purpose set forth herein)

By: /s/ Thomas S. Patrick
Name: Thomas S. Patrick
Title: Director

CCP IX CO-INVESTMENT No. 2 LP, acting by its General Partner, CHARTERHOUSE GENERAL PARTNERS (IX) LIMITED (for the limited purpose set forth herein)

By: /s/ Thomas S. Patrick
Name: Thomas S. Patrick
Title: Director

James Cocks

/s/ James Cocks

Bertrand Duban

/s/ Bertrand Duban

Loic Eloy

/s/ Loic Eloy

ETI 2020 FCPI

By: /s/ Fabrice Hernu
Name: Fabrice Hernu
Title: Investment Director

FACS Investments Holdings I S.a r.l.

By: /s/ Dominic Nadeau
Name: Dominic Nadeau
Title: Manager A

By: /s/ Xavier Monnereau
Name: Xavier Monnereau
Title: Manager B

Five Arrows MirCan Invest

By: /s/ Elisa Costanzo
Name: Elisa Costanzo
Title: B manager

By: /s/ Olivier Baron
Name: Olivier Baron
Title: Manager A

Thibaut Floquet

/s/ Thibaut Floquet

Michael Freed

/s/ Michael Freed

Jean-Louis Gouronc

/s/ Jean-Louis Gouronc

J.P. MORGAN TRUST COMPANY OF DELAWARE in its capacity as Trustee of the ALISON PAIGE LOGAN GST EXEMPT TRUST

By: /s/ Danielle M. Kiss
Name: Danielle M. Kiss
Title: Executive Director

J.P. MORGAN TRUST COMPANY OF DELAWARE in its capacity as Trustee of the THOMAS DARRELL LOGAN, JR. GST EXEMPT TRUST

By: /s/ Danielle M. Kiss
Name: Danielle M. Kiss
Title: Executive Director

J.P. MORGAN TRUST COMPANY OF DELAWARE in its capacity as Trustee of the MARY HANCOCK LOGAN GST EXEMPT TRUST

By: /s/ Danielle M. Kiss
Name: Danielle M. Kiss
Title: Executive Director

Susan Kempf

/s/ Susan Kempf

Emmanuelle Lee and Gregory C. Lee both in their capacity as Trustee of the LEE REVOCABLE LIVING TRUST

By: /s/ Emmanuelle Lee

By: /s/ Gregory C. Lee

Emmanuelle Lee

/s/ Emmanuelle Lee

Thomas D. Logan

/s/ Matthew Maddox

Bruno Morel

/s/ Bruno Morel

Susan Kempf

/s/ Susan Kempf

Purple Development SAS

By: /s/ Ghislaine Sanchez
Name: Ghislaine Sanchez
Title: Chief Executive Officer

Seth Rosen

/s/ Seth Rosen

Brian Schopfer

/s/ Brian Schopfer

Shelia Webb

/s/ Shelia Webb

Iain Wilson

/s/ Iain Wilson

EXHIBIT A

REGISTRATION RIGHTS AGREEMENT JOINDER

The undersigned is executing and delivering this joinder (this "**Joinder**") pursuant to the Amended and Restated Registration Rights Agreement, dated as of October 20, 2021 (as the same may hereafter be amended, the "**Registration Rights Agreement**"), by and among Mirion Technologies, Inc., a Delaware corporation (the "**Company**"), and the other persons or entities named as parties therein. Capitalized terms used but not otherwise defined herein shall have the meanings provided in the Registration Rights Agreement.

By executing and delivering this Joinder to the Company, and upon acceptance hereof by the Company upon the execution of a counterpart hereof, the undersigned hereby agrees to become a party to, to be bound by and to comply with the Registration Rights Agreement as a Holder of Registrable Securities in the same manner as if the undersigned were an original signatory to the Registration Rights Agreement, and the undersigned's shares of Class A Common Stock (including any shares of Class A Common Stock issuable from the exchange of Paired Interests) shall be included as Registrable Securities under the Registration Rights Agreement to the extent provided therein.

[*For Permitted Transferees of the GS Equity Investors executing this Joinder pursuant to Section 6.2 of the Registration Rights Agreement include the following:*

Notwithstanding anything herein or the Registration Rights Agreement to the contrary, this Joinder will become effective only upon the distribution by the GS Equity Investor of PIPE Shares to the undersigned.]

Accordingly, the undersigned has executed and delivered this Joinder as of the ___day of _____, 20__.

_____
Signature of Stockholder

_____
Print Name of Stockholder
By:
Its:

Address: _____

Exhibit 10.4

DIRECTOR NOMINATION AGREEMENT

THIS DIRECTOR NOMINATION AGREEMENT (this "**Agreement**") is made and entered into as of October 20, 2021 (the "**Effective Time**"), by and between Mirion Technologies, Inc., a Delaware corporation (f/k/a GS Acquisition Holdings Corp II) (the "**Company**"), and CCP IX LP No. 1, CCP IX LP No. 2, CCP IX Co-Investment LP and CCP IX Co-Investment No. 2 LP (collectively, the "**Charterhouse Parties**"), each acting by its general partner, Charterhouse General Partners (IX) Limited.

WHEREAS, the Company has consummated the business combination and the other transactions (collectively, the "**Transactions**") contemplated by the Business Combination Agreement, dated as of June 17, 2021 (the "**BCA**"), by and among the Company, Mirion Technologies (TopCo), Ltd., a Jersey private company limited by shares, and the other parties thereto;

WHEREAS, the Company desires that, after giving effect to the Transactions, the Charterhouse Parties will, subject to the terms of this Agreement, continue to have a right to representation on the board of directors of the Company (the "**Board**");

WHEREAS, pursuant to Section 7.02 of the BCA, Christopher Warren was named as a director by the Charterhouse Parties and elected to the Board by the stockholders of the Company at the SPAC Special Meeting (as defined in the BCA); and

WHEREAS, in furtherance of the foregoing, the Company desires that the Charterhouse Parties have certain director nomination rights with respect to the Company, and the Company desires to provide the Charterhouse Parties with such rights, in each case, 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 sufficient of which are hereby acknowledged, each of the parties to this Agreement agrees as follows:

ARTICLE 1
NOMINATION RIGHT

Section 1.01. *Board Nomination Right.* Subject to Section 1.02, from the Effective Time until the termination of this Agreement in accordance with its terms:

(a) At every meeting of the Board or a committee thereof, or action by written consent, at or by which directors of the Company are appointed by the Board or are nominated to stand for election and elected by stockholders of the Company, the Charterhouse Parties shall have the right (but not the obligation) to appoint or nominate for election to the Board, as applicable, one (1) individual, to serve as director of the Company (the "**CCP Director**"). As of the date hereof, the Charterhouse Parties designate Christopher Warren as the initial CCP Director. The Company shall use reasonable best efforts to take all actions necessary (including,

without limitation, calling special meetings of the Board and the stockholders of the Company and recommending, supporting and soliciting proxies) to ensure that: (i) the CCP Director is included in the Board's slate of nominees to the stockholders of the Company for the election of directors of the Company and recommended by the Board at any meeting of stockholders called for the purpose of electing directors of the Company; and (ii) the CCP Director, if up for election, is included in the proxy statement prepared by management of the Company in connection with the Company's solicitation of proxies or consents in favor of the foregoing for every meeting of the stockholders of the Company called with respect to the election of members of the Board, and at every adjournment or postponement thereof, and on every action or approval by written resolution of the stockholders of the Company or the Board with respect to the election of directors of the Company; *provided*, that if the Charterhouse Parties inform the Company in writing that they do not wish to appoint or nominate a CCP Director, then the Company shall not be in breach of its obligations under this Section 1.01(a).

(b) If the CCP Director ceases to serve on the Board for any reason, the Charterhouse Parties shall be entitled to designate and appoint or nominate such person's successor in accordance with this Agreement and the Board shall promptly fill the vacancy with such successor CCP Director; *provided*, that, for the avoidance of doubt, the Charterhouse Parties shall have no obligation to fill any such vacancy.

Section 1.02. *Certain Limitations*. Notwithstanding the provisions of Section 1.01, the Charterhouse Parties shall not be entitled to designate a person as the CCP Director upon a written determination by the Board or relevant committee thereof that the person would not be qualified under any applicable law, rule or regulation to serve as a director of the Company.

ARTICLE 2
MISCELLANEOUS

Section 2.01. *Termination*. This Agreement shall terminate and become void and of no further force or effect: (i) automatically and without any notice or other action by any person on the first date that the Charterhouse Parties, collectively with their respective affiliates, hold less than 5.0% of the then-outstanding common stock of the Company; or (ii) upon the mutual written agreement of the parties.

Section 2.02. *Notices*. Any notice or communication under this Agreement must be in writing and given by mail, hand delivery, electronic mail or facsimile. Each notice or communication that is mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given, served, sent and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by hand delivery, electronic mail or facsimile, at such time as it is delivered to the addressee or at such time as delivery is refused by the addressee upon presentation:

Any notice or communication under this Agreement must be addressed:

if to the Company, to:

Mirion Technologies, Inc.

1218 Menlo Drive
Atlanta, GA 30318
Attention: General Counsel
Email: elee@mirion.com; legal@mirion.com

with a copy (which copy shall not constitute notice) to:

Davis Polk & Wardwell LLP
1600 El Camino Real Ste. 100
Menlo Park, California 94025
Attention: Alan F. Denenberg, Stephen Salmon, Bryan M. Quinn
E-mail: alan.denenberg@davispolk.com; stephen.salmon@davispolk.com;
bryan.quinn@davispolk.com

if to the Charterhouse Parties, to:

The Charterhouse Parties
6th Floor, Belgrave House, 76 Buckingham Palace Road
London, SW1W 9TQ, United Kingdom
Attention: Christopher Warren, Thomas Patrick
E-mail: chris.warren@charterhouse.co.uk; tom.patrick@charterhouse.co.uk

with copies (which copies shall not constitute notice) to:

Freshfields Bruckhaus Deringer US LLP
601 Lexington Avenue, 31st Floor
New York, New York 10019
Attention: Valerie Ford Jacob
E-mail: valerie.jacob@freshfields.com

Freshfields Bruckhaus Deringer LLP
9 avenue de Messin
75008 Paris, France
Attention: Yann Gozal
E-mail: yann.gozal@freshfields.com

Freshfields Bruckhaus Deringer LLP
100 Bishopsgate
London EC2P 2SR, United Kingdom
Attention: Charles Hayes
E-mail: charles.hayes@freshfields.com

Section 2.03. *Severability*. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, 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 contemplated by this Agreement is not affected in any manner materially adverse to any party hereto. Upon such 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 hereto as closely as possible in a mutually acceptable manner in order that the Transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

Section 2.04. *Binding Effect; Assignment*. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including by operation of law, by any party hereto without the prior written consent of the other party hereto.

Section 2.05. *No Third Party Beneficiaries*. This Agreement is exclusively for the benefit of the parties hereto, and their respective successors and permitted assigns, and this Agreement shall not be deemed to confer upon or give to any other third party any remedy, claim, liability, reimbursement, cause of action or other right by virtue of any applicable law in any jurisdiction to enforce any of the terms to this Agreement.

Section 2.06. *Entire Agreement.* This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement. Each party hereto acknowledges and agrees that, in entering into this Agreement, such party has not relied on any promises or assurances, written or oral, that are not reflected in this Agreement.

Section 2.07. *Governing Law*. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction.

Section 2.08. *Jurisdiction*. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the Court of Chancery of the State of Delaware or, if such court does not have jurisdiction, to the Superior Court of the State of Delaware or, if jurisdiction is vested exclusively in federal courts of the United States, the federal courts of the United States sitting in the State of Delaware, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. 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 party agrees that service of process on such party as provided in Section 2.02 shall be deemed effective service of process on such party.

Section 2.09. *WAIVER OF TRIAL BY JURY.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Section 2.10. *Specific Performance*. The parties hereto agree that 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 addition to any other remedy to which they are entitled at law or in equity.

Section 2.11. *Counterparts*. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by 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 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.

Section 2.12. *Amendment; 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 each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective.

Section 2.13. *Rights Cumulative.* 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. Except as otherwise expressly limited by this Agreement, all rights and remedies of each of the parties hereto under this Agreement will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under this Agreement or law.

Section 2.14. *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.

Section 2.15. *Headings*. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

[*Signature Page Follows*]

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

MIRION TECHNOLOGIES, INC.

By: /s/ Thomas D. Logan
Name: Thomas D. Logan
Title: Chief Executive Officer and Director

[*Signature Page to Director Nomination Agreement*]

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

CCP IX LP NO. 1, acting by its General Partner, CHARTERHOUSE GENERAL PARTNERS (IX) LIMITED

By: /s/ Thomas S. Patrick
Name: Thomas S. Patrick
Title: Director

CCP IX LP NO. 2, acting by its General Partner, CHARTERHOUSE GENERAL PARTNERS (IX) LIMITED

By: /s/ Thomas S. Patrick
Name: Thomas S. Patrick
Title: Director

CCP IX CO-INVESTMENT LP, acting by its General Partner, CHARTERHOUSE GENERAL PARTNERS (IX) LIMITED

By: /s/ Thomas S. Patrick
Name: Thomas S. Patrick
Title: Director

CCP IX CO-INVESTMENT NO. 2 LP, acting by its General Partner, CHARTERHOUSE GENERAL PARTNERS (IX) LIMITED

By: /s/ Thomas S. Patrick
Name: Thomas S. Patrick
Title: Director

Exhibit 10.5

Execution Version

DIRECTOR NOMINATION AGREEMENT

THIS DIRECTOR NOMINATION AGREEMENT (this "**Agreement**") is made and entered into as of October 20, 2021 (the "**Effective Time**"), by and between Mirion Technologies, Inc., a Delaware corporation (f/k/a GS Acquisition Holdings Corp II) (the "**Company**"), and GS Sponsor II LLC, a Delaware limited liability company (the "**SPAC Sponsor**").

WHEREAS, the Company has consummated the business combination and the other transactions (collectively, the "**Transactions**") contemplated by the Business Combination Agreement, dated as of June 17, 2021 (the "**BCA**"), by and among the Company, Mirion Technologies (TopCo), Ltd., a Jersey private company limited by shares, and the other parties thereto;

WHEREAS, the Company desires that, after giving effect to the Transactions, the SPAC Sponsor will, subject to the terms of this Agreement, continue to have a right to representation on the board of directors of the Company (the "**Board**");

WHEREAS, pursuant to Section 7.02 of the BCA, Lawrence Kingsley and Jyothsna (Jo) Natauri were named as a directors by the SPAC Sponsor and elected to the Board by the stockholders of the Company at the SPAC Special Meeting (as defined in the BCA); and

WHEREAS, in furtherance of the foregoing, the Company desires that SPAC Sponsor have certain director nomination rights with respect to the Company, and the Company desires to provide the SPAC Sponsor with such rights, in each case, 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 sufficient of which are hereby acknowledged, each of the parties to this Agreement agrees as follows:

ARTICLE 1
NOMINATION RIGHT

Section 1.01. *Board Nomination Right.* Subject to Section 1.02, from the Effective Time until the termination of this Agreement in accordance with its terms:

(a) At every meeting of the Board or a committee thereof, or action by written consent, at or by which directors of the Company are appointed by the Board or are nominated to stand for election and elected by stockholders of the Company, the SPAC Sponsor shall have the right (but not the obligation) to appoint or nominate for election to the Board, as applicable, two (2) individuals, to serve as director of the Company (the "**SPAC Sponsor Directors**"). As of the date hereof, the SPAC Sponsor designates Lawrence Kingsley and Jyothsna (Jo) Natauri as the initial SPAC Sponsor Directors. The Company shall use reasonable best efforts to take all actions necessary (including, without limitation, calling special meetings of the Board and the stockholders of the Company and recommending, supporting and soliciting proxies) to ensure

that: (i) the SPAC Sponsor Directors are included in the Board's slate of nominees to the stockholders of the Company for the election of directors of the Company and recommended by the Board at any meeting of stockholders called for the purpose of electing directors of the Company; and (ii) the SPAC Sponsor Directors, if up for election, are included in the proxy statement prepared by management of the Company in connection with the Company's solicitation of proxies or consents in favor of the foregoing for every meeting of the stockholders of the Company called with respect to the election of members of the Board, and at every adjournment or postponement thereof, and on every action or approval by written resolution of the stockholders of the Company or the Board with respect to the election of directors of the Company; provided, that if the SPAC Sponsor informs the Company in writing that it does not wish to appoint or nominate a SPAC Sponsor Director, then the Company shall not be in breach of its obligations under this Section 1.01(a).

(b) If either SPAC Sponsor Director ceases to serve on the Board for any reason, the SPAC Sponsor shall be entitled to designate and appoint or nominate such person's successor in accordance with this Agreement and the Board shall promptly fill the vacancy with such successor SPAC Sponsor Director; provided, that, for the avoidance of doubt, the SPAC Sponsor shall have no obligation to fill any such vacancy.

Section 1.02. *Certain Limitations*. Notwithstanding the provisions of Section 1.01, the SPAC Sponsor shall not be entitled to designate a person as a SPAC Sponsor Director upon a written determination by the Board or relevant committee thereof that the person would not be qualified under any applicable law, rule or regulation to serve as a director of the Company.

ARTICLE 2
MISCELLANEOUS

Section 2.01. *Termination*. This Agreement shall terminate and become void and of no further force or effect: (i) automatically and without any notice or other action by any person on the first date that the SPAC Sponsor, GS Acquisition Holdings II Employee Participation LLC, a Delaware limited liability company and GS Acquisition Holdings II Employee Participation 2 LLC (together with GS Acquisition Holdings II Employee Participation LLC, "**GS Participation**"), collectively with their respective affiliates, hold less than 50% of the Founder Shares (as defined below) held by them as of the Closing Date; or (ii) upon the mutual written agreement of the parties. For purposes of this agreement, "**Founder Shares**" means the 18,750,000 shares of Class B common stock, par value $0.0001 per share, of the Company owned by the SPAC Sponsor, GS Participation and their respective affiliates immediately prior to the closing of the Transactions and the shares of Class A common stock, par value $0.0001 per share, of the Company into which such shares of Class B common stock will convert in connection with the closing of the Transactions.

Section 2.02. *Notices*. Any notice or communication under this Agreement must be in writing and given by mail, hand delivery, electronic mail or facsimile. Each notice or communication that is mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given, served, sent and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by hand delivery, electronic mail or facsimile, at such time as it is delivered to the addressee or at such time as delivery is refused by the addressee upon presentation:

Any notice or communication under this Agreement must be addressed:

if to the Company, to:

Mirion Technologies, Inc.
1218 Menlo Drive
Atlanta, GA 30318
Attention: General Counsel
Email: elee@mirion.com; legal@mirion.com

with a copy (which copy shall not constitute notice) to:

Davis Polk & Wardwell LLP
1600 El Camino Real Ste. 100
Menlo Park, California 94025
Attention: Alan F. Denenberg, Stephen Salmon, Bryan M. Quinn
E-mail: alan.denenberg@davispolk.com; stephen.salmon@davispolk.com;
bryan.quinn@davispolk.com

if to the SPAC Sponsor, to:

GS Sponsor II LLC
200 West Street
New York, New York 10282
Attention: Thomas R. Knott, David S. Plutzer
E-mail: tom.knott@gs.com; david.plutzer@gs.com

with a copy (which copy shall not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Michael J. Aiello, Brian Parness
E-mail: michael.aiello@weil.com; brian.parness@weil.com

Section 2.03. *Severability*. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, 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 contemplated by this Agreement is not affected in any manner materially adverse to any party hereto. Upon such 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 hereto as closely as possible in a mutually acceptable manner in order that the Transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

Section 2.04. *Binding Effect; Assignment*. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including by operation of law, by any party hereto without the prior written consent of the other party hereto.

Section 2.05. *No Third Party Beneficiaries*. This Agreement is exclusively for the benefit of the parties hereto, and their respective successors and permitted assigns, and this Agreement shall not be deemed to confer upon or give to any other third party any remedy, claim, liability, reimbursement, cause of action or other right by virtue of any applicable law in any jurisdiction to enforce any of the terms to this Agreement.

Section 2.06. *Entire Agreement.* This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement. Each party hereto acknowledges and agrees that, in entering into this Agreement, such party has not relied on any promises or assurances, written or oral, that are not reflected in this Agreement.

Section 2.07. *Governing Law*. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction.

Section 2.08. *Jurisdiction*. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the Court of Chancery of the State of Delaware or, if such court does not have jurisdiction, to the Superior Court of the State of Delaware or, if jurisdiction is vested exclusively in federal courts of the United States, the federal courts of the United States sitting in the State of Delaware, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. 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 party agrees that service of process on such party as provided in Section 2.02 shall be deemed effective service of process on such party.

Section 2.09. *WAIVER OF TRIAL BY JURY.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Section 2.10. *Specific Performance*. The parties hereto agree that 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 addition to any other remedy to which they are entitled at law or in equity.

Section 2.11. *Counterparts*. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by 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 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.

Section 2.12. *Amendment; 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 each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective.

Section 2.13. *Rights Cumulative*. 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. Except as otherwise expressly limited by this Agreement, all rights and remedies of each of the parties hereto under this Agreement will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under this Agreement or law.

Section 2.14. *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.

Section 2.15. *Headings*. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

[*Signature Page Follows*]

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

MIRION TECHNOLOGIES, INC.

By: /s/ Thomas D. Logan
Name: Thomas D. Logan
Title: Chief Executive Officer and Director

[*Signature Page to Director Nomination Agreement*]

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

GS SPONSOR II LLC

By: GSAM Holdings LLC, as sole Manager

By: /s/ Tom Knott
Name: Tom Knott
Title: Authorized Signatory

[*Signature Page to Director Nomination Agreement*]

Exhibit 10.6

MIRION TECHNOLOGIES, INC.
OMNIBUS INCENTIVE PLAN

Section 1. *Purpose*. The purpose of the Mirion Technologies, Inc. Omnibus Incentive Plan (as amended from time to time, the "**Plan**") is to motivate and reward employees and other individuals to perform at the highest level and contribute significantly to the success of Mirion Technologies, Inc., a Delaware corporation (the "**Company**"), thereby furthering the best interests of the Company and its shareholders. The Plan shall serve as the primary plan under which equity-based incentives are awarded on a worldwide basis to Participants.

Section 2. *Definitions*. As used in the Plan, the following terms shall have the meanings set forth below:

(a) "**Affiliate**" means any entity that, directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Company.

(b) "**Award**" means any Option, SAR, Restricted Stock, RSU, Performance Award, Other Cash-Based Award or Other Stock-Based Award granted under the Plan.

(c) "**Award Agreement**" means any agreement, contract or other instrument or document (including in electronic form) evidencing any Award granted under the Plan, which may, but need not, be executed or acknowledged by a Participant.

(d) "**Beneficial Owner**" has the meaning ascribed to such term in Rule 13d-3 under the Exchange Act.

(e) "**Beneficiary**" means a Person entitled to receive payments or other benefits or exercise rights that are available under the Plan in the event of a Participant's death. If no such Person can be named or is named by a Participant, or if no Beneficiary designated by a Participant is eligible to receive payments or other benefits or exercise rights that are available under the Plan at a Participant's death, such Participant's Beneficiary shall be such Participant's estate.

(f) "**Board**" means the Board of Directors of the Company.

(g) "**Cause**" is as defined in Participant's Service Agreement, if any, or Award Agreement or, if not so defined, means: (i) any theft, fraud, embezzlement, dishonesty, willful misconduct, breach of fiduciary duty for personal profit, falsification of any documents or records of the Company or any of its Affiliates, felony or similar act by Participant (whether or not related to Participant's relationship with the Company); (ii) an act of moral turpitude by Participant, or any act that causes significant injury to, or is otherwise adversely affecting, the reputation, business, assets, operations or business relationship of the Company (or a Subsidiary or Affiliate, when applicable); (iii) any breach by Participant of any material agreement with or of any material duty of Participant to the Company or any Subsidiary or Affiliate thereof (including breach of

confidentiality, non-disclosure, non-use non-competition or non-solicitation covenants towards the Company or any of its Affiliates) or failure to abide by code of conduct or other policies (including, without limitation, policies relating to confidentiality and reasonable workplace conduct); (iv) any act which constitutes a breach of a Participant's fiduciary duty towards the Company or an Affiliate or Subsidiary, including disclosure of confidential or proprietary information thereof or acceptance or solicitation to receive unauthorized or undisclosed benefits, irrespective of their nature, or funds, or promises to receive either, from individuals, consultants or corporate entities that the Company or a Subsidiary does business with; (v) Participant's unauthorized use, misappropriation, destruction, or diversion of any tangible or intangible asset or corporate opportunity of the Company or any of its Affiliates (including, without limitation, the improper use or disclosure of confidential or proprietary information); or (vi) any circumstances that constitute grounds for termination for cause under Participant's Service Agreement with the Company or Affiliate, to the extent applicable. For the avoidance of doubt, the determination as to whether a termination is for Cause for purposes of this Plan, shall be made in good faith by the Committee and shall be final and binding on Participant.

(h) "**Change in Control**" means the occurrence of any one or more of the following events:

(i) any Person, other than (A) any employee plan established by the Company or any Subsidiary, (B) the Company or any of its Affiliates, (C) an underwriter temporarily holding securities pursuant to an offering of such securities, or (D) an entity owned, directly or indirectly, by shareholders of the Company in substantially the same proportions as their ownership of the Company, is (or becomes, during any 12-month period) the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates other than in connection with the acquisition by the Company or its Affiliates of a business) representing 50% or more of the total voting power of the stock of the Company; *provided* that the provisions of this subsection (i) are not intended to apply to or include as a Change in Control any transaction that is specifically excepted from the definition of Change in Control under subsection (iii) below;

(ii) a change in the composition of the Board such that, during any 12-month period, the individuals who, as of the beginning of such period, constitute the Board (the "**Existing Board**") cease for any reason to constitute at least 50% of the Board;*provided*, *however*, that any individual becoming a member of the Board subsequent to the beginning of such period whose election, or nomination for election by the Company's shareholders, was either (a) a result of the ordinary annual director elections or (b) approved by a vote of at least a majority of the Directors immediately prior to the date of such appointment or election, in each case, shall be considered as though such individual were a member of the Existing Board; *provided further*, that, notwithstanding the foregoing, no individual whose initial assumption of office occurs as a result of either an actual or threatened

election contest (as such terms are used in Rule 14a-11 or Regulation 14A promulgated under the Exchange Act or successor statutes or rules containing analogous concepts) or other actual or threatened solicitation of proxies or consents by or on behalf of an individual, corporation, partnership, group, associate or other entity or Person other than the Board, shall in any event be considered to be a member of the Existing Board;

(iii) the consummation of a merger, amalgamation or consolidation of the Company with any other corporation or other entity, or the issuance of voting securities in connection with such a transaction pursuant to applicable stock exchange requirements; *provided* that immediately following such transaction the voting securities of the Company outstanding immediately prior thereto do not continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity of such transaction or parent entity thereof) 50% or more of the total voting power of the Company's stock (or, if the Company is not the surviving entity of such merger or consolidation, 50% or more of the total voting power and total fair market value of the stock of such surviving entity or parent entity thereof); and *provided*, *further*, that such a transaction effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates other than in connection with the acquisition by the Company or its Affiliates of a business) representing 50% or more of either the then-outstanding Shares or the combined voting power and total fair market value of the Company's then-outstanding voting securities shall not be considered a Change in Control; or

(iv) the sale or disposition by the Company of all or substantially all of the Company's assets in which any Person acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person) assets from the Company that have a total gross fair market value equal to more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions.

Notwithstanding the foregoing, (A) no Change in Control shall be deemed to have occurred if there is consummated any transaction or series of integrated transactions immediately following which the record holders of the Shares immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns substantially all of the assets of the Company immediately prior to such transaction or series of transactions and (B) no Change in Control shall be deemed to have occurred upon the acquisition of additional control of the Company by any Person that is considered to effectively control the Company. In no event will a Change in Control be deemed to have occurred if any Participant is part of a "group" within the meaning of Section 13(d)(3) of the Exchange Act that effects a Change in Control. Notwithstanding the foregoing or any provision of any Award Agreement to the contrary, for any Award that provides for accelerated distribution on a

Change in Control of amounts that constitute "deferred compensation" (as defined in Section 409A of the Code), if the event that constitutes such Change in Control does not also constitute a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets (in either case, as defined in Section 409A of the Code), such amount shall not be distributed on such Change in Control but instead shall vest as of such Change in Control and shall be distributed on the scheduled payment date specified in the applicable Award Agreement, except to the extent that earlier distribution would not result in the Participant who holds such Award incurring interest or additional tax under Section 409A of the Code.

(i) "**Code**" means the Internal Revenue Code of 1986, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Code shall include any successor provision thereto.

(j) "**Committee**" means the compensation committee of the Board unless another committee is designated by the Board If there is no compensation committee of the Board and the Board does not designate another committee, references herein to the "Committee" shall refer to the Board.

(k) "**Consultant**" means any individual, including an advisor, who is providing *bona fide* services to the Company or any Subsidiary or who has accepted an offer of service or consultancy from the Company or any Subsidiary; *provided* that any such person may not receive any payment or exercise any right relating to an Award until such person has commenced service with the Company or its Subsidiaries or Affiliates. For purposes of the Plan, in the case of a Consultant, references to employment shall be deemed to refer to such Consultant's service in such capacity, but in no event shall the Plan or any action taken hereunder be construed to create an employer-employee relationship between any such Consultant and the Company or of any of its Affiliates.

(l) "**Director**" means any member of the Board.

(m) "**Effective Date**" means the date on which the Plan is adopted by the Board and approved by the shareholders of the Company.

(n) "**Employee**" means any individual, including any officer, employed by the Company or any Subsidiary or Affiliate or any prospective employee or officer who has accepted an offer of employment from the Company or any Subsidiary or Affiliate, with the status of employment determined based upon such factors as are deemed appropriate by the Committee in its discretion, subject to any requirements of the Code or applicable laws; *provided* that any such person may not receive any payment or exercise any right relating to an Award until such person has commenced employment or service with the Company or its Subsidiaries or Affiliates. An employee on an approved leave of absence (including maternity leave) shall be considered as still in the employment of the Company or its Subsidiaries or Affiliates for purposes of eligibility for participation in the Plan.

(o) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Exchange Act shall include any successor provision thereto.

(p) "**Fair Market Value**" means (i) with respect to Shares, unless otherwise determined by the Committee, the closing price of a Share on the trading day immediately preceding the date of determination (or, if there is no reported sale on such date, on the last preceding date on which any reported sale occurred), on the principal stock market or exchange on which the Shares are quoted or traded, or if Shares are not so quoted or traded, the fair market value of a Share as determined by the Committee, and (ii) with respect to any property other than Shares, the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Committee.

(q) "**Incentive Stock Option**" means an option representing the right to purchase Shares from the Company, granted pursuant to Section 6, that meets the requirements of Section 422 of the Code.

(r) "**Intrinsic Value**" with respect to an Option or SAR Award means (i) the excess, if any, of the price or implied price per Share in a Change in Control or other event *over* (ii) the exercise or hurdle price of such Award *multiplied by* (iii) the number of Shares covered by such Award.

(s) "**Non-Employee Director**" means a Director who either (i) is not a current employee or officer of the Company or an Affiliate, does not receive compensation, either directly or indirectly, from the Company or an Affiliate for services rendered as a consultant or in any capacity other than as a Director (except for an amount as to which disclosure would not be required under Item 404(a) of Regulation S-K promulgated pursuant to the Securities Act ("**Regulation S-K**")), does not possess an interest in any other transaction for which disclosure would be required under Item 404(a) of Regulation S-K, and is not engaged in a business relationship for which disclosure would be required pursuant to Item 404(b) of Regulation S-K; or (ii) is otherwise considered a "non-employee director" for purposes of Rule 16b-3.

(t) "**Non-Qualified Stock Option**" means an option representing the right to purchase Shares from the Company, granted pursuant to Section 6, that is not an Incentive Stock Option.

(u) "**Option**" means an Incentive Stock Option or a Non-Qualified Stock Option.

(v) "**Other Cash-Based Award**" means an Award granted pursuant to Section 11, including cash awarded as a bonus or upon the attainment of specified performance criteria or otherwise as permitted under the Plan.

(w) "**Other Stock-Based Award**" means an Award granted pursuant to Section 11 that may be denominated or payable in, valued in whole or in part by

reference to, or otherwise based on, or related to, Shares or factors that may influence the value of Shares, including convertible or exchangeable debt securities, other rights convertible or exchangeable into Shares, purchase rights for Shares, dividend rights or dividend equivalent rights or Awards with value and payment contingent upon performance of the Company or business units thereof or any other factors designated by the Committee.

(x) "**Participant**" means the recipient of an Award granted under the Plan.

(y) "**Performance Award**" means an Award granted pursuant to Section 10.

(z) "**Performance Period**" means the period established by the Committee with respect to any Performance Award during which the performance goals specified by the Committee with respect to such Award are to be measured.

(aa) "**Person**" has the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) thereof.

(bb) "**Restricted Stock**" means any Share subject to certain restrictions and forfeiture conditions, granted pursuant to Section 8.

(cc) "**Rule 16b-3**" means Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3, as in effect from time to time.

(dd) "**RSU**" means a contractual right granted pursuant to Section 9 that is denominated in Shares. Each RSU represents a right to receive the value of one Share (or a percentage of such value) in cash, Shares or a combination thereof. Awards of RSUs may include the right to receive dividend equivalents.

(ee) "**SAR**" means a right granted pursuant to Section 7 to receive upon exercise by the Participant or settlement, in cash, Shares or a combination thereof, the excess of (i) the Fair Market Value of one Share on the date of exercise or settlement over (ii) the exercise or hurdle price of the right on the date of grant.

(ff) "**Service Agreement**" means any employment, severance, consulting or similar agreement between the Company or any of its Affiliates and a Participant.

(gg) "**Share**" means a share of the Company's Class A common stock, $0.0001 par value.

(hh) "**Subsidiary**" means an entity of which the Company directly or indirectly holds all or a majority of the value of the outstanding equity interests of such entity or a majority of the voting power with respect to the voting securities of such entity. Whether employment by or service with a Subsidiary is included within the scope of the Plan shall be determined by the Committee.

(ii) "**Substitute Award**" means an Award granted in assumption of, or in substitution for, an outstanding award previously granted by a company or other business acquired by the Company or with which the Company combines.

(jj) "**Termination of Service**" means, in the case of a Participant who is an Employee, cessation of the employment relationship such that the Participant is no longer an employee of the Company or any Subsidiary, or, in the case of a Participant who is a Consultant or Non-Employee Director, the date the performance of services for the Company or any Subsidiary has ended; *provided*, *however*, that in the case of a Participant who is an Employee, the transfer of employment from the Company to a Subsidiary, from a Subsidiary to the Company, from one Subsidiary to another Subsidiary or, unless the Committee determines otherwise, the cessation of employee status but the continuation of the performance of services for the Company or a Subsidiary as a Director or Consultant shall not be deemed a cessation of service that would constitute a Termination of Service; *provided*, *further*, that a Termination of Service shall be deemed to occur for a Participant employed by, or performing services for, a Subsidiary when such Subsidiary ceases to be a Subsidiary unless such Participant's employment or service continues with the Company or another Subsidiary. Notwithstanding the foregoing, with respect to any Award subject to Section 409A of the Code (and not exempt therefrom), a Termination of Service occurs when a Participant experiences a "separation of service" (as such term is defined under Section 409A of the Code).

Section 3. *Eligibility*.

(a) Any Employee, Non-Employee Director or Consultant shall be eligible to be selected to receive an Award under the Plan, to the extent that an offer or receipt of an Award is permitted by applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations.

(b) Holders of equity compensation awards granted by a company that is acquired by the Company (or whose business is acquired by the Company) or with which the Company combines are eligible for grants of Substitute Awards under the Plan to the extent permitted under applicable regulations of any stock exchange on which the Company is listed.

Section 4. *Administration*.

(a) *Administration of the Plan*. The Plan shall be administered by the Committee. All decisions of the Committee shall be final, conclusive and binding upon all parties, including the Company, its shareholders, Participants and any Beneficiaries thereof. The Committee may issue rules and regulations for administration of the Plan.

(b) *Delegation of Authority*. To the extent permitted by applicable law, including under Section 157(c) of the Delaware General Corporation Law, the Committee may delegate to one or more officers of the Company some or all of its authority under the Plan, including the authority to grant Options and SARs or other Awards in the form

of Share rights (except that such delegation shall not apply to any Award for a Person then covered by Section 16 of the Exchange Act), and the Committee may delegate to one or more committees of the Board (which may consist of solely one Director) some or all of its authority under the Plan, including the authority to grant all types of Awards, in accordance with applicable law.

(c) *Authority of Committee.* Subject to the terms of the Plan and applicable law, the Committee (or its delegate) shall have full discretion and authority to: (i) designate Participants; (ii) determine the type or types of Awards (including Substitute Awards) to be granted to each Participant under the Plan; (iii) determine the number of Shares to be covered by (or with respect to which payments, rights or other matters are to be calculated in connection with) Awards; (iv) determine the terms and conditions of any Award and prescribe the form of each Award Agreement, which need not be identical for each Participant; (v) determine whether, to what extent, under what circumstances and by which methods Awards may be settled or exercised in cash, Shares, other Awards, other property, net settlement (including broker-assisted cashless exercise), or any combination thereof, or canceled, forfeited or suspended; (vi) determine whether, to what extent and under what circumstances cash, Shares, other Awards, other property and other amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the holder thereof or of the Committee; (vii) amend terms or conditions of any outstanding Awards; (viii) correct any defect, supply any omission and reconcile any inconsistency in the Plan or any Award, in the manner and to the extent it shall deem desirable to carry the Plan into effect; (ix) interpret and administer the Plan and any instrument or agreement relating to, or Award made under, the Plan; (x) establish, amend, suspend or waive such rules and regulations and appoint such agents, trustees, brokers, depositories and advisors and determine such terms of their engagement as it shall deem appropriate for the proper administration of the Plan and due compliance with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations; and (xi) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan and due compliance with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations. Notwithstanding anything to the contrary contained herein, the Board may, in its sole discretion, at any time and from time to time, grant Awards or administer the Plan. In any such case, the Board shall have all of the authority and responsibility granted to the Committee herein.

(d) *Rule 16b-3 Compliance***.** To the extent an Award is intended to qualify for the exemption from Section 16(b) of the Exchange Act that is available under Rule 16b-3 of the Exchange Act, the Award will be granted by the Board or a Committee (or a subcommittee thereof) that consists solely of two or more Non-Employee Directors, as determined under Rule 16b-3(b)(3) of the Exchange Act and thereafter any action establishing or modifying the terms of the Award will be approved by the Board or a Committee (or a subcommittee) meeting such requirements to the extent necessary for such exemption to remain available.

Section 5. *Shares Available for Awards.*

(a) Subject to adjustment as provided in Section 5(c) and except for Substitute Awards, the maximum number of Shares available for issuance under the Plan shall not exceed in the aggregate 19,952,329 Shares. The total number of Shares available for issuance under the Plan shall be increased on the first day of each Company fiscal year following the Effective Date in an amount equal to the lesser of (i) three percent (3%) of outstanding Shares on the last day of the immediately preceding fiscal year, (ii) 9,976,164 Shares and (iii) such number of Shares as determined by the Committee in its discretion. Shares underlying Substitute Awards and Shares remaining available for grant under a plan of an acquired company or of a company with which the Company combines (whether by way of amalgamation, merger, sale and purchase of shares or other securities or otherwise), appropriately adjusted to reflect the acquisition or combination transaction, shall not reduce the number of Shares remaining available for grant hereunder.

(b) If any Award is forfeited, cancelled, expires, terminates or otherwise lapses or is settled in cash, in whole or in part, without the delivery of Shares, then the Shares covered by such forfeited, expired, terminated or lapsed Award shall again be available for grant under the Plan. The following shall become available for issuance under the Plan: (i) any Shares withheld in respect of taxes relating to any Award and (ii) any Shares tendered or withheld to pay the exercise price of Options.

(c) In the event that the Committee determines that, as a result of any dividend or other distribution (other than an ordinary dividend or distribution), recapitalization, stock split, reverse stock split, reorganization, merger, amalgamation, consolidation, separation, rights offering, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to acquire Shares or other securities of the Company, issuance of Shares pursuant to the anti-dilution provisions of securities of the Company, or other similar corporate transaction or event affecting the Shares, or of changes in applicable laws, regulations or accounting principles, an adjustment is necessary in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, subject to Section 19 and applicable law, adjust equitably so as to ensure no undue enrichment or harm (including by payment of cash), any or all of:

(i) the number and type of Shares (or other securities) which thereafter may be made the subject of Awards, including the aggregate limits specified in Section 5(a) and Section 5(f);

(ii) the number and type of Shares (or other securities) subject to outstanding Awards;

(iii) the grant, acquisition, exercise or hurdle price with respect to any Award or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award; and

(iv) the terms and conditions of any outstanding Awards, including the performance criteria of any Performance Awards;

provided, *however*, that the number of Shares subject to any Award denominated in Shares shall always be a whole number.

(d) Any Shares delivered pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares or Shares acquired by the Company.

(e) The aggregate value of all compensation granted or paid, as applicable, to any individual for service as a Non-Employee Director with respect to any calendar year, including Awards granted and cash fees paid by the Company to such Non-Employee Director, will not exceed (i) $500,000 in total value or (ii) in the event such Non-Employee Director is first appointed or elected to the Board, $750,000 in total value during the initial annual period, in each case calculating the value of any equity awards based on the grant date fair value of such equity awards for financial reporting purposes. The limitations in this Section 5(e) shall apply commencing with the first calendar year that begins following the Effective Date.

(f) Subject to adjustment as provided in Section 5(c)(i), the maximum number of Shares available for issuance with respect to Incentive Stock Options shall be 20,000,000. To the extent that the aggregate Fair Market Value (determined at the time of grant) of Shares with respect to which Incentive Stock Options are exercisable for the first time by any Optionholder during any calendar year (under all plans of the Company and any Affiliates) exceeds $100,000 (or such other limit established in the Code) or otherwise does not comply with the rules governing Incentive Stock Options, the Options or portions thereof that exceed such limit (according to the order in which they were granted) or otherwise do not comply with such rules will be treated as Nonqualified Stock Options, notwithstanding any contrary provision of the applicable Option Agreement(s).

Section 6. *Options*. The Committee is authorized to grant Options to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) The exercise price per Share under an Option shall be determined by the Committee at the time of grant;*provided*, *however*, that, except in the case of Substitute Awards, such exercise price shall not be less than the Fair Market Value of a Share on the date of grant of such Option.

(b) The term of each Option shall be fixed by the Committee but shall not exceed 10 years from the date of grant of such Option. Subject to Section 13, the Committee shall determine the time or times at which an Option becomes vested and exercisable in whole or in part.

(c) The Committee shall determine the methods by which, and the forms in which payment of the exercise price with respect thereto may be made or deemed to have been made, including cash, Shares, other Awards, other property, net settlement (including broker-assisted cashless exercise) or any combination thereof, having a Fair Market Value on the exercise date equal to the relevant exercise price.

(d) To the extent an Option is not previously exercised as to all of the Shares subject thereto, and, if the Fair Market Value of one Share is greater than the exercise price then in effect, then the Option shall be deemed automatically exercised immediately before its expiration.

(e) No grant of Options may be accompanied by a tandem award of dividend equivalents or provide for dividends, dividend equivalents or other distributions to be paid on such Options (except as provided under Section 5(c)).

(f) The terms of any Incentive Stock Option granted under the Plan shall comply in all respects with the provisions of Section 422 of the Code. Incentive Stock Options may be granted only to employees of the Company or of a parent or subsidiary corporation (as defined in Section 424 of the Code).

Section 7. *Stock Appreciation Rights.* The Committee is authorized to grant SARs to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) SARs may be granted under the Plan to Participants either alone ("freestanding") or in addition to other Awards granted under the Plan ("tandem") and may, but need not, relate to a specific Option granted under Section 6.

(b) The exercise or hurdle price per Share under a SAR shall be determined by the Committee;*provided*, *however*, that, except in the case of Substitute Awards, such exercise or hurdle price shall not be less than the Fair Market Value of a Share on the date of grant of such SAR.

(c) The term of each SAR shall be fixed by the Committee but shall not exceed 10 years from the date of grant of such SAR. Subject to Section 13, the Committee shall determine the time or times at which a SAR may be exercised or settled in whole or in part.

(d) Upon the exercise of a SAR, the Company shall pay to the Participant an amount equal to the number of Shares subject to the SAR multiplied by the excess, if any, of the Fair Market Value of one Share on the exercise date over the exercise or hurdle price of such SAR. The Company shall pay such excess in cash, in Shares valued at Fair Market Value, or any combination thereof, as determined by the Committee.

(e) To the extent a SAR is not previously exercised as to all of the Shares subject thereto, and, if the Fair Market Value of one Share is greater than the exercise price then in effect, then the SAR shall be deemed automatically exercised immediately before its expiration.

(f) No grant of SARs may be accompanied by a tandem award of dividend equivalents or provide for dividends, dividend equivalents or other distributions to be paid on such SARs (except as provided under Section 5(c)).

Section 8. *Restricted Stock.* The Committee is authorized to grant Awards of Restricted Stock to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) The Award Agreement shall specify the vesting schedule.

(b) Awards of Restricted Stock shall be subject to such restrictions as the Committee may impose, which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate.

(c) Subject to the restrictions set forth in the applicable Award Agreement, a Participant generally shall have the rights and privileges of a shareholder with respect to Awards of Restricted Stock, including the right to vote such Shares of Restricted Stock and the right to receive dividends.

(d) The Committee may, in its discretion, specify in the applicable Award Agreement that any or all dividends or other distributions paid on Awards of Restricted Stock prior to vesting be paid either in cash or in additional Shares and either on a current or deferred basis and that such dividends or other distributions may be reinvested in additional Shares, which may be subject to the same restrictions as the underlying Awards.

(e) Any Award of Restricted Stock may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration.

(f) The Committee may provide in an Award Agreement that an Award of Restricted Stock is conditioned upon the Participant making or refraining from making an election with respect to the Award under Section 83(b) of the Code. If a Participant makes an election pursuant to Section 83(b) of the Code with respect to an Award of Restricted Stock, such Participant shall be required to file promptly a copy of such election with the Company and the applicable Internal Revenue Service office.

Section 9. *RSUs.* The Committee is authorized to grant Awards of RSUs to Participants with the following terms and conditions and with such additional terms and

conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) The Award Agreement shall specify the vesting schedule and the delivery schedule (which may include deferred delivery later than the vesting date).

(b) Awards of RSUs shall be subject to such restrictions as the Committee may impose, which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate.

(c) An RSU shall not convey to a Participant the rights and privileges of a shareholder with respect to the Share subject to such RSU, such as the right to vote or the right to receive dividends, unless and until and to the extent a Share is issued to such Participant to settle such RSU.

(d) The Committee may, in its discretion, specify in the applicable Award Agreement that any or all dividend equivalents or other distributions paid on Awards of RSUs prior to vesting or settlement, as applicable, be paid either in cash or in additional Shares and either on a current or deferred basis and that such dividend equivalents or other distributions may be reinvested in additional Shares, which may be subject to the same restrictions as such Awards.

(e) Shares delivered upon the vesting and settlement of an RSU Award may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration.

(f) The Committee may determine the form or forms (including cash, Shares, other Awards, other property or any combination thereof) in which payment of the amount owing upon settlement of any RSU Award may be made.

Section 10. *Performance Awards.* The Committee is authorized to grant Performance Awards to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) Performance Awards may be denominated as a cash amount, number of Shares or units or a combination thereof and are Awards that may be earned upon achievement or satisfaction of performance conditions specified by the Committee. In addition, the Committee may specify that any other Award shall constitute a Performance Award by conditioning the grant to a Participant or the right of a Participant to exercise the Award or have it settled, and the timing thereof, upon achievement or satisfaction of such performance conditions as may be specified by the Committee. The Committee may use such business criteria and other measures of performance as it may deem appropriate in establishing any performance conditions. Subject to the terms of the Plan, the performance goals to be achieved during any Performance Period, the length of any Performance Period, the amount of any Performance Award granted and the amount of any payment or transfer to be made pursuant to any Performance Award shall be determined by the Committee.

(b) Performance criteria may be measured on an absolute (*e.g.*, plan or budget) or relative basis, and may be established on a corporate-wide basis, with respect to one or more business units, divisions, Subsidiaries or business segments, or on an individual basis. If the Committee determines that a change in the business, operations, corporate structure or capital structure of the Company, or the manner in which the Company conducts its business, or other events or circumstances render the performance objectives unsuitable, the Committee may modify the performance objectives or the related minimum acceptable level of achievement, in whole or in part, as the Committee deems appropriate and equitable such that it does not provide any undue enrichment or harm. Performance measures may vary from Performance Award to Performance Award and from Participant to Participant, and may be established on a stand-alone basis, in tandem or in the alternative. The Committee shall have the power to impose such other restrictions on Awards subject to this Section 10(b) as it may deem necessary or appropriate to ensure that such Awards satisfy all requirements of any applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations.

(c) Settlement of Performance Awards shall be in cash, Shares, other Awards, other property, net settlement, or any combination thereof, as determined in the discretion of the Committee.

(d) A Performance Award shall not convey to a Participant the rights and privileges of a shareholder with respect to the Shares subject to such Performance Award, such as the right to vote (except as relates to Restricted Stock) or the right to receive dividends, unless and until and to the extent a Share is issued to such Participant to settle such Performance Award. The Committee, in its sole discretion, may provide that a Performance Award shall convey the right to receive dividend equivalents on the Shares subject to such Performance Award with respect to any dividends declared during the period that such Performance Award is outstanding, in which case, such dividend equivalent rights shall accumulate and shall be paid in cash or Shares on the settlement date of the Performance Award, subject to the Participant's earning of the Shares with respect to which such dividend equivalents are paid upon achievement or satisfaction of performance conditions specified by the Committee. Shares delivered upon the vesting and settlement of a Performance Award may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration. For the avoidance of doubt, unless otherwise determined by the Committee, no dividend equivalent rights shall be provided with respect to any Shares subject to Performance Awards that are not earned or otherwise do not vest or settle pursuant to their terms.

(e) The Committee may, in its discretion, increase or reduce the amount of a settlement otherwise to be made in connection with a Performance Award.

Section 11. *Other Cash-Based Awards and Other Stock-Based Awards.* The Committee is authorized, subject to limitations under applicable law, to grant Other Cash-Based Awards (either independently or as an element of or supplement to any other Award under the Plan) and Other Stock-Based Awards. The Committee shall determine the terms and conditions of such Awards. Shares delivered pursuant to an Award in the nature of a purchase right granted under this Section 11 shall be purchased for such consideration, and

paid for at such times, by such methods and in such forms, including cash, Shares, other Awards, other property, net settlement, broker-assisted cashless exercise or any combination thereof, as the Committee shall determine; *provided* that the purchase price therefor shall not be less than the Fair Market Value of such Shares on the date of grant of such right.

Section 12. *Effect of Termination of Service or a Change in Control on Awards*

(a) The Committee may provide, by rule or regulation or in any applicable Award Agreement, or may determine in any individual case, the circumstances in which, and the extent to which, an Award may be exercised, settled, vested, paid or forfeited in the event of a Participant's Termination of Service prior to the end of a Performance Period or vesting, exercise or settlement of such Award.

(b) Subject to the last sentence of Section 2(jj), the Committee may determine, in its discretion, whether, and the extent to which, (i) an Award will vest during a leave of absence, (ii) a reduction in service level (for example, from full-time to part-time employment) will cause a reduction, or other change, to an Award and (iii) a leave of absence or reduction in service will be deemed a Termination of Service.

(c) In the event of a Change in Control, the Committee may, in its sole discretion, and on such terms and conditions as it deems appropriate, take any one or more of the following actions with respect to any outstanding Award, which need not be uniform with respect to all Participants and/or Awards:

(i) continuation or assumption of such Award by the Company (if it is the surviving corporation) or by the successor or surviving entity or its parent;

(ii) substitution or replacement of such Award by the successor or surviving entity or its parent with cash, securities, rights or other property to be paid or issued, as the case may be, by the successor or surviving entity (or a parent or subsidiary thereof), with substantially the same terms and value as such Award (including any applicable performance targets or criteria with respect thereto);

(iii) acceleration of the vesting of such Award and the lapse of any restrictions thereon and, in the case of an Option or SAR Award, acceleration of the right to exercise such Award during a specified period (and the termination of such Option or SAR Award without payment of any consideration therefor to the extent such Award is not timely exercised), in each case, either (A) immediately prior to or as of the date of the Change in Control, (B) upon a Participant's involuntary Termination of Service (including upon a termination of the Participant's employment by the Company (or a successor corporation or its parent) without Cause, by a Participant for "good reason" and/or due to a Participant's death or "disability", as such terms may be defined in the applicable Award Agreement and/or a Participant's Service Agreement, as the case may be) on or within a specified period following the Change in Control or (C) upon the failure of the successor or surviving entity (or its parent) to continue or assume such Award;

(iv) in the case of a Performance Award, determination of the level of attainment of the applicable performance condition(s); and

(v) cancellation of such Award in consideration of a payment, with the form, amount and timing of such payment determined by the Committee in its sole discretion, subject to the following: (A) such payment shall be made in cash, securities, rights and/or other property; (B) the amount of such payment shall equal the value of such Award, as determined by the Committee in its sole discretion; *provided* that, in the case of an Option or SAR Award, if such value equals the Intrinsic Value of such Award, such value shall be deemed to be valid; *provided further* that, if the Intrinsic Value of an Option or SAR Award is equal to or less than zero, the Committee may, in its sole discretion, provide for the cancellation of such Award without payment of any consideration therefor (for the avoidance of doubt, in the event of a Change in Control, the Committee may, in its sole discretion, terminate any Option or SAR Awards for which the exercise or hurdle price is equal to or exceeds the per Share value of the consideration to be paid in the Change in Control transaction without payment of consideration therefor); and (C) such payment shall be made promptly following such Change in Control or on a specified date or dates following such Change in Control; *provided* that the timing of such payment shall comply with Section 409A of the Code.

Section 13. *General Provisions Applicable to Awards*.

(a) Awards shall be granted for such cash or other consideration, if any, as the Committee determines;*provided* that in no event shall Awards be issued for less than such minimal consideration as may be required by applicable law.

(b) Awards may, in the discretion of the Committee, be granted either alone or in addition to or in tandem with any other Award or any award granted under any other plan of the Company. Awards granted in addition to or in tandem with other Awards, or in addition to or in tandem with awards granted under any other plan of the Company, may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(c) Subject to the terms of the Plan, payments or transfers to be made by the Company upon the grant, exercise or settlement of an Award may be made in the form of cash, Shares, other Awards, other property, net settlement, or any combination thereof, as determined by the Committee in its discretion at the time of grant, and may be made in a single payment or transfer, in installments or on a deferred basis, in each case in accordance with rules and procedures established by the Committee. Such rules and procedures may include provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of dividend equivalents in respect of installment or deferred payments.

(d) Except as may be permitted by the Committee or as specifically provided in an Award Agreement, (i) no Award and no right under any Award shall be assignable, alienable, saleable or transferable by a Participant other than by will or pursuant to Section 13(e) and (ii) during a Participant's lifetime, each Award, and each right under any Award, shall be exercisable only by such Participant or, if permissible under applicable law, by such Participant's guardian or legal representative. The provisions of this Section 13(d) shall not apply to any Award that has been fully exercised or settled, as the case may be, and shall not preclude forfeiture of an Award in accordance with the terms thereof.

(e) A Participant may designate a Beneficiary or change a previous Beneficiary designation only at such times as prescribed by the Committee, in its sole discretion, and only by using forms and following procedures approved or accepted by the Committee for that purpose.

(f) All certificates, if any, for Shares and/or other securities delivered under the Plan pursuant to any Award or the exercise or settlement thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations and other requirements of the Securities and Exchange Commission, any stock market or exchange upon which such Shares or other securities are then quoted, traded or listed, and any applicable securities laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(g) The Company will not be obligated to deliver any Shares under the Plan or remove restrictions from Shares previously delivered under the Plan until (i) all Award conditions have been met or removed to the Committee's satisfaction, (ii) as determined by the Committee, all other legal matters regarding the issuance and delivery of such Shares have been satisfied, including any applicable securities laws, stock market or exchange rules and regulations or accounting or tax rules and regulations and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Committee deems necessary or appropriate to satisfy any applicable laws. The Company's inability to obtain authority from any regulatory body having jurisdiction, which the Committee determines is necessary to the lawful issuance and sale of any Shares, will relieve the Company of any liability for failing to issue or sell such Shares as to which such requisite authority has not been obtained.

(h) The Committee may impose restrictions on any Award with respect tonon-competition, non-solicitation, confidentiality and other restrictive covenants, or requirements to comply with minimum share ownership requirements, as it deems necessary or appropriate in its sole discretion, which such restrictions may be set forth in any applicable Award Agreement or otherwise.

Section 14. *Amendments and Terminations.*

(a) *Amendment or Termination of the Plan.* Except to the extent prohibited by applicable law and unless otherwise expressly provided in an Award Agreement or in the

Plan, the Board may amend, alter, suspend, discontinue or terminate the Plan or any portion thereof at any time; *provided*, *however*, that no such amendment, alteration, suspension, discontinuation or termination shall be made without (i) shareholder approval if such approval is required by applicable law or the rules of the stock market or exchange, if any, on which the Shares are principally quoted or traded or (ii) subject to Section 5(c) and Section 12, the consent of the affected Participant, if such action would materially adversely affect the rights of such Participant under any outstanding Award, except (x) to the extent any such amendment, alteration, suspension, discontinuance or termination is made to cause the Plan to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations or (y) to impose any "clawback" or recoupment provisions on any Awards (including any amounts or benefits arising from such Awards) in accordance with Section 18. Notwithstanding anything to the contrary in the Plan, the Committee may amend the Plan, or create sub-plans, in such manner as may be necessary or desirable to enable the Plan to achieve its stated purposes in any jurisdiction in a tax-efficient manner and in compliance with local rules and regulations.

(b) *Dissolution or Liquidation*. In the event of the dissolution or liquidation of the Company, each Award shall terminate immediately prior to the consummation of such action, unless otherwise determined by the Committee.

(c) *Terms of Awards.* The Committee may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate any Award theretofore granted (including by substituting another Award of the same or a different type), prospectively or retroactively, without the consent of any relevant Participant or holder or Beneficiary of an Award; *provided*, *however*, that, subject to Section 5(c) and Section 12, no such action shall materially adversely affect the rights of any affected Participant or holder or Beneficiary under any Award theretofore granted under the Plan, except (x) to the extent any such action is made to cause the Plan or Award to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations, or (y) to impose any "clawback" or recoupment provisions on any Awards (including any amounts or benefits arising from such Awards) in accordance with Section 18. The Committee shall be authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of events (including the events described in Section 5(c)) affecting the Company, or the financial statements of the Company, or of changes in applicable laws, regulations or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

(d) *No Repricing.* Except as provided in Section 5(c), the Committee may not, without shareholder approval, seek to effect any re-pricing of any previously granted "underwater" Option, SAR or similar Award by: (i) amending or modifying the terms of the Option, SAR or similar Award to lower the exercise price; (ii) cancelling the underwater Option, SAR or similar Award and granting either (A) replacement Options, SARs or similar Awards having a lower exercise price or (B) Restricted Shares, RSUs, Performance Awards or Other Share-Based Awards in exchange; or (iii) cancelling or

repurchasing the underwater Options, SARs or similar Awards for cash or other securities. An Option, SAR or similar Award will be deemed to be "underwater" at any time when the Fair Market Value of the Shares covered by such Award is less than the exercise price of the Award.

Section 15. *Miscellaneous*.

(a) No Employee, Consultant, Non-Employee Director, Participant, or other Person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of employees, Participants or holders or Beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to each recipient. Any Award granted under the Plan shall be a one-time Award that does not constitute a promise of future grants. The Company, in its sole discretion, maintains the right to make available future grants under the Plan.

(b) The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of, or to continue to provide services to, the Company or any Affiliate. Further, the Company or any applicable Affiliate may at any time dismiss a Participant, free from any liability, or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award Agreement or in any other agreement binding on the parties. The receipt of any Award under the Plan is not intended to confer any rights on the receiving Participant except as set forth in the applicable Award Agreement.

(c) In the event a Participant's regular level of time commitment in the performance of his or her services for the Company and any Affiliates is reduced (for example, and without limitation, if the Participant is an employee of the Company and the Employee has a change in status from a full-time employee to a part-time employee (or serves as a Consultant or Director) or takes an extended leave of absence) after the date of grant of any Award to the Participant, the Board may determine, to the extent permitted by applicable law, to (i) make a corresponding reduction in the number of shares or cash amount subject to any portion of such Award that is scheduled to vest or become payable after the date of such change in time commitment, and (ii) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such Award. In the event of any such reduction, the Participant will have no right with respect to any portion of the Award that is so reduced or extended.

(d) As a condition to accepting an Award under the Plan, the Participant agrees to execute any additional documents or instruments necessary or desirable, as determined in the Committee's sole discretion, to carry out the purposes or intent of the Award, or facilitate compliance with securities and/or other regulatory requirements, in each case at the Committee's request.

(e) No payment pursuant to the Plan shall be taken into account in determining any benefits under any severance, pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Affiliate, except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

(f) Nothing contained in the Plan shall prevent the Company or any Affiliate from adopting or continuing in effect other or additional compensation arrangements, including the grant of options and other stock-based awards, and such arrangements may be either generally applicable or applicable only in specific cases.

(e) The Company shall be authorized to withhold from any Award granted or any payment due or transfer made under any Award or under the Plan or from any compensation or other amount owing to a Participant the amount (in cash, Shares, other Awards, other property, net settlement, or any combination thereof) of applicable withholding taxes due in respect of an Award, its grant, vesting, exercise or settlement or any payment or transfer under such Award or under the Plan and to take such other action (including providing for elective payment of such amounts in cash or Shares by such Participant) as may be necessary to satisfy all obligations for the payment of such taxes and, unless otherwise determined by the Committee in its discretion, to the extent such withholding would not result in liability classification of such Award (or any portion thereof) pursuant to FASB ASC Subtopic 718-10. As a condition to accepting an Award under the Plan, in the event that the amount of the Company's and/or its Affiliate's withholding obligation in connection with such Award was greater than the amount actually withheld by the Company and/or its Affiliates, each Participant agrees to indemnify and hold the Company and/or its Affiliates harmless from any failure by the Company and/or its Affiliates to withhold the proper amount.

(g) If any provision of the Plan or any Award Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction, or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award Agreement, such provision shall be stricken as to such jurisdiction, Person or Award, and the remainder of the Plan and any such Award Agreement shall remain in full force and effect.

(h) Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company.

(i) Any reference herein or in an Award Agreement to a "written" agreement or document will include any agreement or document delivered electronically, filed publicly at www.sec.gov (or any successor website thereto) or posted on the Company's intranet (or other shared electronic medium controlled by the Company to which the Participant has access). By accepting any Award the Participant consents to receive documents by electronic delivery and to participate in the Plan through any on-line

electronic system established and maintained by the Committee's or another third party selected by the Committee. The form of delivery of any Shares (e.g., a stock certificate or electronic entry evidencing such shares) shall be determined by the Company.

(j) No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash or other securities shall be paid or transferred in lieu of any fractional Shares, or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

(k) Awards may be granted to Participants who arenon-United States nationals or employed or providing services outside the United States, or both, on such terms and conditions different from those applicable to Awards to Participants who are employed or providing services in the United States as may, in the judgment of the Committee, be necessary or desirable to recognize differences in local law, tax policy or custom. The Committee also may impose conditions on the exercise or vesting of Awards in order to minimize the Company's obligation with respect to tax equalization for Participants on assignments outside their home country.

Section 16. *Effective Date of the Plan.* The Plan shall be effective as of the Effective Date.

Section 17. *Term of the Plan.* No Award shall be granted under the Plan after the earliest to occur of (i) the10-year anniversary of the Effective Date; (ii) the maximum number of Shares available for issuance under the Plan have been issued; or (iii) the Board terminates the Plan in accordance with Section 14(a). However, unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award theretofore granted may extend beyond such date, and the authority of the Committee to amend, alter, adjust, suspend, discontinue or terminate any such Award, or to waive any conditions or rights under any such Award, and the authority of the Board to amend the Plan, shall extend beyond such date.

Section 18. *Cancellation or "Clawback" of Awards.*

(a) The Committee may specify in an Award Agreement that a Participant's rights, payments and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include a Termination of Service with or without Cause (and, in the case of any Cause that is resulting from an indictment or other non-final determination, the Committee may provide for such Award to be held in escrow or abeyance until a final resolution of the matters related to such event occurs, at which time the Award shall either be reduced, cancelled or forfeited (as provided in such Award Agreement) or remain in effect, depending on the outcome), violation of material policies, breach of non-competition, non-solicitation, confidentiality or other restrictive covenants, or requirements to comply with minimum share ownership requirements, that may apply to the Participant, or other conduct by the Participant that is detrimental to the business or reputation of the Company and/or its Affiliates.

(b) The Committee shall have full authority to implement any policies and procedures necessary to comply with Section 10D of the Exchange Act and any rules promulgated thereunder and any other regulatory regimes. Notwithstanding anything to the contrary contained herein, any Awards granted under the Plan (including any amounts or benefits arising from such Awards) shall be subject to any clawback or recoupment arrangements or policies the Company has in place from time to time, and the Committee may, to the extent permitted by applicable law and stock exchange rules or by any applicable Company policy or arrangement, and shall, to the extent required, cancel or require reimbursement of any Awards granted to the Participant or any Shares issued or cash received upon vesting, exercise or settlement of any such Awards or sale of Shares underlying such Awards.

Section 19. *Section 409A of the Code.* With respect to Awards subject to Section 409A of the Code, the Plan is intended to comply with the requirements of Section 409A of the Code, and the provisions of the Plan and any Award Agreement shall be interpreted in a manner that satisfies the requirements of Section 409A of the Code, and the Plan shall be operated accordingly. If any provision of the Plan or any term or condition of any Award would otherwise frustrate or conflict with this intent, the provision, term or condition shall be interpreted and deemed amended so as to avoid this conflict. Notwithstanding anything in the Plan to the contrary, if the Board considers a Participant to be a "specified employee" under Section 409A of the Code at the time of such Participant's "separation from service" (as defined in Section 409A of the Code), and any amount hereunder is "deferred compensation" subject to Section 409A of the Code, any distribution of such amount that otherwise would be made to such Participant with respect to an Award as a result of such "separation from service" shall not be made until the date that is six months after such "separation from service," except to the extent that earlier distribution would not result in such Participant's incurring interest or additional tax under Section 409A of the Code. If an Award includes a "series of installment payments" (within the meaning of Section 1.409A-2(b)(2)(iii) of the Treasury Regulations), a Participant's right to such series of installment payments shall be treated as a right to a series of separate payments and not as a right to a single payment, and if an Award includes "dividend equivalents" (within the meaning of Section 1.409A-3(e) of the Treasury Regulations), a Participant's right to such dividend equivalents shall be treated separately from the right to other amounts under the Award. Notwithstanding the foregoing, the tax treatment of the benefits provided under the Plan or any Award Agreement is not warranted or guaranteed, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by a Participant on account of non-compliance with Section 409A of the Code.

Section 20. *Successors and Assigns*. The terms of the Plan shall be binding upon and inure to the benefit of the Company and any successor entity, including any successor entity contemplated by Section 12(c).

Section 21. *Data Protection*. In connection with the Plan, the Company may need to process personal data provided by the Participant to the Company or its Affiliates, third party service providers or others acting on the Company's behalf. Examples of such personal data may include, without limitation, the Participant's name, account information, social security number, tax number and contact information. The Company may process

such personal data in its legitimate business interests for all purposes relating to the operation and performance of the Plan, including but not limited to**:**

(a) administering and maintaining Participant records;

(b) providing the services described in the Plan;

(c) providing information to future purchasers or merger partners of the Company or any Affiliate, or the business in which such Participant works; and

(d) responding to public authorities, court orders and legal investigations, as applicable.

The Company may share the Participant's personal data with (i) Affiliates, (ii) trustees of any employee benefit trust, (iii) registrars, (iv) brokers, (v) third party administrators of the Plan, (vi) third party service providers acting on the Company's behalf to provide the services described above or (vii) regulators and others, as required by law.

If necessary, the Company may transfer the Participant's personal data to any of the parties mentioned above in a country or territory that may not provide the same protection for the information as the Participant's home country. Any transfer of the Participant's personal data to recipients in a third country will be made subject to appropriate safeguards or applicable derogations provided for under applicable law. Further information on those safeguards or derogations can be obtained through the contact set forth in the Employee Privacy Notice (the "**Employee Privacy Notice**") that previously has been provided by the Company or its applicable Affiliate to the Participant. The terms set forth in this Section 21 are supplementary to the terms set forth in the Employee Privacy Notice (which, among other things, further describes the rights of the Participant with respect to the Participant's personal data); provided that, in the event of any conflict between the terms of this Section 21 and the terms of the Employee Privacy Notice, the terms of this Section 21 shall govern and control in relation to the Plan and any personal data of the Participant to the extent collected in connection therewith.

The Company will keep personal data collected in connection with the Plan for as long as necessary to operate the Plan or as necessary to comply with any legal or regulatory requirements.

A Participant has a right to (i) request access to and rectification or erasure of the personal data provided, (ii) request the restriction of the processing of his or her personal data, (iii) object to the processing of his or her personal data, (iv) receive the personal data provided to the Company and transmit such data to another party, and (v) to lodge a complaint with a supervisory authority.

Section 22. *Governing Law*. The Plan and each Award Agreement shall be governed by the laws of the State of Delaware, without application of the conflicts of law principles thereof.

Exhibit 10.7

MIRION TECHNOLOGIES, INC.
DEFERRED COMPENSATION PLAN

EFFECTIVE DATE
JUNE 30, 2015

ARTICLE I
Establishment and Purpose

Mirion Technologies, Inc., a Delaware corporation (the "Company"), establishes the Mirion Technologies, Inc. Deferred Compensation Plan (the "Plan") effective June 30, 2015 (the "Effective Date").

The purpose of the Plan is to attract and retain key employees and non-employee Directors by providing Participants with an opportunity to defer receipt of a portion of their Salary, Bonus, Commissions, Directors' Fees, Long-Term Incentive Plan Compensation and other specified compensation. The Plan is not intended to meet the qualification requirements of Code Section 401(a), but is intended to meet the requirements of Code Section 409A, and shall be operated and interpreted consistent with that intent.

The Plan constitutes an unsecured promise by each Participating Employer to pay benefits in the future. Participants in the Plan shall have the status of general unsecured creditors of the Company or the Adopting Employers, as applicable. Each Participating Employer shall be solely responsible for payment of the benefits of its Participants and their beneficiaries. The Plan is unfunded for federal tax purposes, and is intended to be an unfunded arrangement for non-Employee Directors and eligible employees who are part of a select group of management or highly compensated employees of the Employer within the meaning of Sections 201(2), 301(a)(3), and 401(a)(1) of ERISA. Accordingly, the Plan is intended to qualify for the exemptions provided in Sections 201, 301, and 401 of ERISA. Any amounts set aside to defray the liabilities assumed by the Company or an Adopting Employer will remain the general assets of the Company or the Adopting Employers, and shall remain subject to the claims of the Company's or the Adopting Employers' creditors, until such amounts are distributed to the Participants.

ARTICLE II
Definitions

2.1 Account. Account means a bookkeeping account maintained by the Committee to record the payment obligation of a Participating Employer to a Participant as determined under the terms of the Plan. The Committee may maintain an Account to record the total obligation to a Participant, and component Accounts to reflect amounts payable at different times and in different forms. Reference to an Account means any such Account established by the Committee, as the context requires. Accounts are intended to constitute unfunded obligations within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.

2.2 Account Balance. Account Balance means, with respect to any Account, the total payment obligation owed to a Participant from such Account as of the most recent Valuation Date.

2.3 Adopting Employer. Subject to the following sentence, Adopting Employer means an Affiliate who, with the consent of the Company, has adopted the Plan for the benefit of its Eligible Employees. An Affiliate that meets the definition of "nonqualified entity" under Code Section 457A(b) shall be ineligible to be an Adopting Employer during any period in which it meets that definition.

2.4 Affiliate. Affiliate means any corporation, trade or business that, together with the Company, is treated as a single employer under Code Section 414(b) or (c).

2.5 Bonus. Bonus means any cash compensation, in addition to Salary, Commissions and Long-Term Incentive Plan Compensation, for services performed by a Participant for a Service Recipient during the applicable Plan Year (or applicable Plan Years), whether or not paid in such Participant's Plan Year or included on the federal income tax form W-2 for such Plan Year (or Plan Years), payable to a Participant as an Employee under any Employer's annual, semi-annual, or quarterly bonus plans or short-term cash incentive plans, excluding any amounts that may be payable with respect to any long-term incentive plans, stock options, stock appreciation rights, and/or restricted stock. Bonus shall be calculated before any reduction for compensation voluntarily deferred or contributed by the Participant pursuant to any qualified or nonqualified plans of any Employer, other than any cafeteria plan of any Employer maintained pursuant to Code Section 125. The Committee, in its discretion, will specify the types of bonuses that may be deferred under the Plan.

2.6 Beneficiary. Beneficiary means a natural person, estate, or trust designated by a Participant to receive payments to which a Beneficiary is entitled upon the death of a Participant in accordance with the provisions of the Plan.

2.7 Board of Directors. Board of Directors means the board of directors of the Company.

2.8 Business Day. Business Day means each day on which the New York Stock Exchange is open for business.

2.9 Change in Control. Change in Control means the occurrence of a "change in the ownership," a "change in the effective control" or a "change in the ownership of a substantial portion of the assets" of a corporation, as determined in accordance with this Section. In order for an event described below to constitute a Change in Control with respect to a Participant, except as otherwise provided in part (b)(ii) of this Section, the applicable event must relate to the corporation for which the Participant is providing services, the corporation that is liable for payment of the Participant's Account Balance (or all corporations liable for payment if more than one), as determined in accordance with Treas. Reg. §1.409A-3(i)(5)(ii)(A)(2), or such other corporation as is determined in accordance with Treas. Reg. §1.409A-3(i)(5)(ii)(A)(3).

In determining whether an event shall be considered a "change in the ownership," a "change in the effective control" or a "change in the ownership of a substantial portion of the assets" of a corporation, the following provisions shall apply:

(a) A “change in the ownership” of the applicable corporation shall occur on the date on which any one person, or more than one person acting as a group, acquires ownership of stock of such corporation that, together with stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the stock of such corporation, as determined in accordance with Treas. Reg. §1.409A-3(i)(5)(v). If a person or group is considered either to own more than 50% of the total fair market value or total voting power of the stock of such corporation, or to have effective control of such corporation within the meaning of part (b) of this Section, and such person or group acquires additional stock of such corporation, the acquisition of additional stock by such person or group shall not be considered to cause a “change in the ownership” of such corporation.

(b) A “change in the effective control” of the applicable corporation shall occur on either of the following dates:

(i) The date on which any one person, or more than one person acting as a group, acquires (or has acquired during the12-month period ending on the date of the most recent acquisition by such person or persons) ownership of stock of such corporation possessing 30% or more of the total voting power of the stock of such corporation, as determined in accordance with Treas. Reg. §1.409A-3(i)(5)(vi). If a person or group is considered to possess 30% or more of the total voting power of the stock of a corporation, and such person or group acquires additional stock of such corporation, the acquisition of additional stock by such person or group shall not be considered to cause a “change in the effective control” of such corporation; or

(ii) The date on which a majority of the members of the applicable corporation’s board of directors is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of such corporation’s board of directors before the date of the appointment or election, as determined in accordance with Treas. Reg. §1.409A-3(i)(5)(vi). In determining whether the event described in the preceding sentence has occurred, the applicable corporation to which the event must relate shall only include a corporation identified in accordance with Treas. Reg. §1.409A-3(i)(5)(ii) for which no other corporation is a majority shareholder.

(c) A “change in the ownership of a substantial portion of the assets” of the applicable corporation shall occur on the date on which any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the corporation that have a total gross fair market value equal to or more than 40% of the total gross fair market value of all of the assets of the corporation immediately before such acquisition or acquisitions, as determined in accordance with Treas. Reg. §1.409A-3(i)(5)(vii). A transfer of assets shall not be treated as a “change in the

ownership of a substantial portion of the assets" when such transfer is made to an entity that is controlled by the shareholders of the transferor corporation, as determined in accordance with Treas. Reg. §1.409A-3(i)(5)(vii)(B).

(d) The determination of whether an event constitutes a Change in Control shall be made in compliance with Treas.Reg. §1.409A-3(i)(5).

2.10 Change in Control Benefit. Change in Control Benefit means the benefit payable pursuant to the Payment Schedule that may be elected by a Participant in the event a Participant experiences a Separation from Service within two years following a Change in Control, as provided in Section 6.1 of the Plan.

2.11 Claimant. Claimant means a Participant or Beneficiary filing a claim under Article XII of this Plan.

2.12 Code. Code means the Internal Revenue Code of 1986, as amended from time to time. Reference to a specific section of the Code shall include such section, any valid regulation promulgated thereunder, and any comparable provision of any future legislation or regulation amending, supplementing, or superseding such section or regulation

2.13 Code Section 409A. Code Section 409A means Section 409A of the Code, and regulations and other guidance issued by the Treasury Department and Internal Revenue Service thereunder.

2.14 Commissions. Commissions means any compensation (including quarterly sales incentives) in addition to Salary, Bonus and Long-Term Incentive Plan Compensation, for services performed during any applicable Plan Year, whether or not paid in such Plan Year or included on the federal income tax form W-2 for such calendar year, payable to a Participant as an Employee under any Employer's commission or sales incentive agreement.

2.15 Committee. Committee means the committee appointed by the Board of Directors or the Compensation Committee to administer the Plan. If no designation is made, the Chief Executive Officer of the Company, or his or her delegate, shall have the powers of the Committee.

2.16 Company. Company means Mirion Technologies, Inc., a Delaware corporation.

2.17 Company Stock. Company Stock means shares of common stock issued by the Company.

2.18 Compensation. Compensation means a Participant's Salary, Bonus, Commissions, Directors' Fees, Long-Term Incentive Plan Compensation and such other cash or equity based compensation (if any) approved by the Committee as Compensation that may be deferred under this Plan. Compensation shall not include any compensation that has been previously deferred under this Plan or any other arrangement subject to Code Section 409A.

2.19 Compensation Committee. Compensation Committee means the Compensation Committee of the Board of Directors.

2.20 Compensation Deferral Agreement. Compensation Deferral Agreement means an agreement between a Participant and a Participating Employer that specifies: (a) the amount of each component of Compensation that the Participant has elected to defer to the Plan in accordance with the provisions of Article IV, and (b) the Payment Schedule applicable to one or more Accounts. The Committee may permit different deferral amounts for each component of Compensation and may establish a maximum deferral amount for each such component. Unless otherwise specified by the Committee in the Compensation Deferral Agreement, Participants may defer up to: (i) 100% of Salary, (ii) 100% of Bonus, (iii) 100% of Commissions, (iv) 100% of Directors' Fees, (v) 100% of Long-Term Incentive Plan Compensation and/or (vii) 100% of any other equity-based compensation approved for deferral by the Committee for a Plan Year. A Compensation Deferral Agreement may also specify the investment allocation described in Section 8.4.

2.21 Death Benefit. Death Benefit means the benefit payable in a single lump sum under the Plan to a Participant's Beneficiary(ies) upon the Participant's death as provided in Section 6.1 of the Plan.

2.22 Deferral. Deferral means a credit to a Participant's Account(s) that records that portion of the Participant's Compensation that the Participant has elected to defer to the Plan in accordance with the provisions of Article IV. Unless the context of the Plan clearly indicates otherwise, a reference to Deferrals includes Earnings attributable to such Deferrals. Except as otherwise specified in the Plan, Deferrals shall be calculated with respect to the gross cash Compensation payable to the Participant prior to any deductions or withholdings. Notwithstanding any contrary Plan provision, Deferrals shall be reduced by the Committee as necessary so that they do not exceed 100% of the cash Compensation (or, as applicable, equity Compensation) of the Participant remaining after deduction of all applicable tax withholdings and other deductions required by applicable law.

2.23 Director. Director means a member of the Board of Directors of the Company.

2.24 Directors' Fees. Directors' Fees mean all cash or stock compensation paid by the Company to Directors.

2.25 Disability Benefit. Disability Benefit means the benefit payable in a single lump sum to a Participant in the event such Participant is determined to be Disabled as provided in Section 6.1 of the Plan.

2.26 Disabled or Disability. Disabled or Disability means that a Participant is, by reason of any medically-determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months: (a) unable to engage in any substantial gainful activity, or (b) receiving income replacement benefits for a period of not less than three months

under an accident and health plan covering employees of the Participant's Employer. The Committee shall determine whether a Participant is Disabled in accordance with Code Section 409A, provided, however, that a Participant shall be deemed to be Disabled if determined to be totally disabled by the Social Security Administration. The determination of whether a Participant is Disabled shall be made in compliance with Treas. Reg. §1.409A-3(i)(4).

2.27 Discretionary Contribution. Discretionary Contribution means a credit by a Participating Employer to a Participant's Account(s) in accordance with the provisions of Section 5.1 of the Plan. Discretionary Contributions are credited at the sole discretion of the Participating Employer, and the fact that a Discretionary Contribution is credited in one year shall not obligate the Participating Employer to continue to make such Discretionary Contributions in subsequent years. A Discretionary Contribution may be made to one or more Participants, and the amount contributed to each such Participant may differ. Unless the context clearly indicates otherwise, a reference to a Discretionary Contribution shall include Earnings attributable to such a contribution.

2.28 Earnings. Earnings mean a positive or negative adjustment to the value of an Account, based upon the allocation of the Account by the Participant among deemed investment options in accordance with Article VIII.

2.29 Eligible Director. Eligible Director means a non-employee Director, as determined by the Committee from time to time in its sole discretion, who meets eligibility requirements set by the Committee for participation in the Plan.

2.30 Eligible Employee. Eligible Employee means a member of a "select group of management or highly compensated employees" of a Participating Employer within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA, as determined by the Committee from time to time in its sole discretion, who meets eligibility requirements set by the Committee for participation in the Plan.

2.31 Employee. Employee means a common-law employee of an Employer.

2.32 Employer. Employer means, with respect to Employees it employs, the Company or any Adopting Employer. With respect to Directors, the Employer shall be the Company.

2.33 ERISA. ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time. Reference to a specific section of ERISA shall include such section, any valid regulation promulgated thereunder, and any comparable provision of any future legislation or regulation amending, supplementing, or superseding such section or regulation.

2.34 401(k) Plan. 401 (k) Plan means the Mirion Technologies 40l(k) Plan, as amended from time to time.

2.35 Long-Term Incentive Plan Compensation. Long-Term Incentive Plan Compensation means any compensation, whether paid in cash or Company stock, in addition to Salary, Bonus, and Commissions, for services performed during any applicable Plan Year to a Participant as an Employee, whether or not paid in such Plan Year or included on the federal income tax form W-2 for such calendar year, payable to a Participant.

2.36 Participant. Participant means an Eligible Director or Eligible Employee who: (a) has received written notification of his or her eligibility to participate in the Plan, (b) meets all requirements specified by the Committee for participation in the Plan, and (c) is providing services to an Employer on the participation start date specified by the Committee. A Participant's continued participation in the Plan shall be governed by Section 3.2 of the Plan.

2.37 Participating Employer. Participating Employer means the Company and each Adopting Employer.

2.38 Payment Schedule. Payment Schedule means the date as of which payment of one or more benefits under the Plan will commence and the form in which payment of such benefits will be made.

2.39 Performance-Based Compensation. Performance-Based Compensation means any Bonus or other compensation amount to the extent that it is: (a) contingent on the satisfaction of pre-established organizational or individual performance criteria, (b) not readily ascertainable at the time the deferral election is made, and (c) based on services performed over a period of at least 12 months. For this purpose, performance criteria are "pre-established" if they are established in writing no later than 90 days after the commencement of the service period to which the criteria relate, provided that the outcome is substantially uncertain at the time the criteria are established. Performance-Based Compensation shall not include any Bonus or other compensation that is paid due to the Participant's death, or because the Participant becomes Disabled, without regard to the satisfaction of the performance criteria. Compensation is Performance-Based Compensation only if it qualifies as performance-based compensation under Treas. Reg. §1.409A-1(e).

2.40 Plan. Generally, the term Plan means the "Mirion Technologies, Inc. Deferred Compensation Plan" as documented herein, and as may be amended from time to time hereafter. However, to the extent permitted or required under Code Section 409A, the term Plan may, in the appropriate context, also mean a portion of the Plan that is treated as a single plan under Treas. Reg. §1.409A-1(c), or the Plan or portion of the Plan and any other nonqualified deferred compensation plan or portion thereof that is treated as a single plan under such section.

2.41 Plan Year. For the first year, Plan Year means a period beginning on July 1, 2015 and ending on December 31, 2015, and for each subsequent year, a period beginning on January 1 and ending on December 31 of the same calendar year.

2.42 Salary. Salary means the Participant's annual rate of base pay for services performed for a Service Recipient as an Employee during the applicable Plan Year, whether or not paid in such Plan Year, or included on the federal income tax form W-2 for such year, excluding bonuses, commissions, overtime, fringe benefits, stock options, stock appreciation rights, restricted stock, relocation expenses, payments of unused vacation days, long term or other incentive payments, non-monetary awards, other non-monetary compensation, severance pay, and automobile and other allowances paid to the Participant. Salary shall be calculated before any reduction for compensation voluntarily deferred or contributed by the Participant pursuant to any qualified or nonqualified plans of any Employer, other than any cafeteria plan of any Employer maintained pursuant to Code Section 125.

2.43 Separation from Service.

(a) With respect to a Service Provider who is an Employee, Separation from Service means either (i) termination of the Employee's employment with the Company and all Affiliates due to death, retirement, resignation or other reasons, or (ii) a permanent reduction in the level of bona fide services the Employee provides to the Company and all Affiliates to an amount that is 20% or less of the average level of bona fide services the Employee provided to the Company in the immediately preceding 36 months, with the level of bona fide service calculated in accordance with Treas. Reg. §1.409A-l(h)(l)(ii). For purposes of determining whether a Separation from Service has occurred, the definition of "Affiliate" shall be modified by substituting 50% for 80% in each place it appears in Code Section 1563(a)(1), (2) and (3), for purposes of Code Section 414(b), and in each place it appears in Treas. Reg. §1.414(c)-2, for purposes of Code Section 414(c).

The Employee's employment relationship is treated as continuing while the Employee is on military leave, sick leave, or other bona fide leave of absence (if the period of such leave does not exceed six months or, if longer, so long as the Employee's right to reemployment with the Company or an Affiliate is provided either by statute or contract). If the Employee's period of leave exceeds six months and the Employee's right to reemployment is not provided either by statute or by contract, the employment relationship is deemed to terminate on the first day immediately following the expiration of such six-month period. Whether a termination of employment has occurred will be determined based on all of the facts and circumstances and in accordance with regulations issued by the United States Treasury Department pursuant to Code Section 409A.

(b) For a Participant who provides services to an Employer as anon-employee Director, except as otherwise provided in part (c) of this Section, a Separation from Service shall occur upon the expiration of the contract (or, in the case of more than one contract, all contracts) under which services are performed for such Employer, provided that the expiration of such

contract(s) is determined by the Committee to constitute a good-faith and complete termination of the contractual relationship between the Participant and such Employer.

(c) If a Participant provides services for an Employer as both an Employee and a Director, to the extent permitted by Treas. Reg. §1.409A-1(h)(5) the services provided by such Participant as a Director shall not be taken into account in determining whether the Participant has experienced a Separation from Service as an Employee, and the services provided by such Participant as an Employee shall not be taken into account in determining whether the Participant has experienced a Separation from Service as a Director.

The determination of whether a Service Provider has had a Separation from Service shall be made in compliance with Treas. Reg. §1.409A-l(h).

2.44 Separation from Service Account. Separation from Service Account means one or more Accounts established by the Committee to record the amounts payable to a Participant upon Separation from Service. Unless the Participant has established a Specified Date Account, or unless a Participating Employer has credited an Employer Contribution to a Specified Date Account, all Deferrals and Discretionary Contributions shall be allocated to the Separation from Service Account on behalf of the Participant.

2.45 Separation from Service Benefit. Separation from Service Benefit means the benefit payable to a Participant under the Plan following the Participant's Separation from Service.

2.46 Service Provider. Service Provider means a Participant or any other "service provider," as defined in Treas.Reg. §1.409A-l(f).

2.47 Service Recipient. Service Recipient means, with respect to a Participant, the Employer and all Affiliates.

2.48 Specified Date Account. Specified Date Account means one or more Accounts established by the Committee to record the amounts payable at a future date as specified in the Participant's Compensation Deferral Agreement. Unless otherwise determined by the Committee, a Participant may maintain no more than five Specified Date Accounts. A Specified Date Account may be identified in enrollment materials as an "In-Service Account," "Short-Term Account," "Scheduled Distributions Account" or such other name as established by the Committee without affecting the meaning thereof.

2.49 Specified Date Benefit. Specified Date Benefit means the benefit payable to a Participant under the Plan in accordance with Section 6.1(b).

2.50 Specified Employee. Specified Employee means certain officers and highly compensated employees of the Company as defined in Treas. Reg. §1.409A-l(i). The identification date for determining whether any Employee is a Specified Employee during any Plan Year shall be January 1.

2.51 Substantial Risk of Forfeiture. Substantial Risk of Forfeiture means the description specified in Treas. Reg.§1.409A-l(d).

2.52 Unforeseeable Emergency. Unforeseeable Emergency means a severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant's spouse, the Participant's dependent (as defined in Code Section 152, without regard to Section 152(b)(1), (b)(2), and (d)(1)(B)), or the Participant's Beneficiary; loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance, for example, as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. The types of events which may qualify as an Unforeseeable Emergency may be limited by the Committee.

The determination of whether a Participant has had an Unforeseeable Emergency shall be made in compliance with Treas. Reg. §1.409A-3(i)(3).

2.53 Valuation Date. Valuation Date means each Business Day.

ARTICLE III
Eligibility and Participation

3.1 Eligibility and Participation. The Committee shall designate the eligibility requirements for participation in the Plan in its sole and absolute discretion, in accordance with applicable law and the terms and conditions of the Plan. The Committee's eligibility determination shall be in writing and as determined in the discretion of the Committee, may be changed from time to time. An Eligible Director or Eligible Employee, as the case may be, shall become eligible to accrue deferred compensation under the Plan or receive a Discretionary Contribution on the date such person becomes a Participant.

3.2 Duration. A Participant shall continue to be eligible to make Deferrals of Compensation and receive allocations of Discretionary Contributions, if any, subject to the terms of the Plan, for as long as such Participant remains an Eligible Director or Eligible Employee or until the Committee in its discretion decides the Participant no longer is entitled to participate in the Plan. A Participant who ceases to be an Eligible Director or Eligible Employee or who no longer is entitled to participate in the Plan but who has not Separated from Service or otherwise qualified for and received (or has had a Beneficiary receive) a complete distribution of his or her Account Balance from the Plan, shall not make further Deferrals of Compensation effective as of the first day of the Plan Year following the Plan Year in which the Participant ceases to be an Eligible Director or Eligible Employee. Such individual may otherwise exercise all of the rights of a Participant under the Plan with respect to his or her Account(s). On and after a Separation from Service,

a Participant shall remain a Participant as long as his or her Account Balance is greater than zero, and during such time may continue to make investment allocation elections as provided in Section 8.4. An individual shall cease being a Participant in the Plan when all benefits under the Plan to which he or she is entitled have been paid.

3.3 Reemployment. If a former Eligible Director or Eligible Employee is rehired by an Employer and is again selected as eligible to participate in the Plan, he or she shall reenter the Plan on the first day of any Plan Year commencing after the date he or she is selected in accordance with the provisions of Section 3.1. If such individual meets the requirements of Treas. Reg. §1.409A-2(a)(7) as of such reentry date, he or she will be treated as initially eligible to participate in the Plan for purposes of Section 4.2(a). Such Eligible Director's or Eligible Employee's reentry into the Plan shall have no impact on any distributions that have been made or are being made in accordance with Article VI. Any amounts previously forfeited from the Participant's Accounts pursuant to this Plan shall not be restored or reinstated upon the Participant's subsequent reentry into the Plan.

3.4 Adoption by Affiliates. An employee of an Affiliate may not become a Participant in the Plan unless the Affiliate has become an Adopting Employer. An Affiliate may become an Adopting Employer only by adopting the Plan with the approval of the Board of Directors or the Compensation Committee (or their respective authorized delegates). By adopting this Plan, the Adopting Employer shall be deemed to have agreed to assume the obligations and liabilities imposed upon it by this Plan, agreed to comply with all of the other terms and provisions of this Plan, delegated to the Committee the power and responsibility to administer this Plan with respect to the Adopting Employer's Employees, and delegated to the Company (by action of the Board of Directors or the Compensation Committee, or their respective authorized delegates) the full power to amend or terminate this Plan with respect to the Adopting Employer's Employees.

ARTICLE IV
Deferrals

4.1 Deferral Elections, Generally.

(a) A Participant may elect to make Deferrals of Compensation by submitting a Compensation Deferral Agreement during the enrollment periods established by the Committee and in the manner specified by the Committee, but in any event, in accordance with Section 4.2 and Code Section 409A. A Compensation Deferral Agreement that is not timely filed with respect to a service period or component of Compensation shall be considered void, and shall have no effect with respect to such service period or Compensation. The Committee may accept or reject any Compensation Deferral Agreement and may modify it as necessary to comply with Section 2.20 prior to the date the election becomes irrevocable under the rules of Section 4.2.

(b) The Participant shall specify on his or her Compensation Deferral Agreement the amount of the Deferral for the Plan Year, and whether to allocate the Deferral: (i) to the Separation from Service Account, (ii) to or among one or more Specified Date Accounts, or (iii) among the Separation from Service Account and one or more Specified Date Accounts. If no allocation is indicated, or if an invalid allocation is made (such as a Deferral allocated to a Specified Date Account with a distribution date occurring in the same calendar year as the Plan Year to which the Deferral election refers), the Deferral shall be allocated to the Separation from Service Account. A Participant may also specify in his or her Compensation Deferral Agreement the Payment Schedule applicable to his or her benefits, including his or her Separation from Service Benefit and Specified Date Benefit(s), subject to the terms of the Plan. If the Payment Schedule for a Separation from Service Benefit is not specified in a Compensation Deferral Agreement, the Payment Schedule shall be in a single lump sum and the distribution will be made as soon as is administratively practical on or after the first Business Day that follows the first January 30th following the Participant's Separation from Service. Notwithstanding the foregoing and subject to Section 6.1(a), if a Participant is a Specified Employee on the date of such Participant's Separation from Service, a distribution based on a Separation of Service will be made or begin no earlier than the first day of the seventh calendar month following the calendar month in which the Separation from Service occurs and then otherwise in accordance with the applicable Payment Schedule, with any such payments that are otherwise due within such six-month period aggregated and payable in a lump sum no earlier than the first day of the seventh calendar month following the calendar month in which the Separation from Service occurs.

4.2 Timing Requirements for Compensation Deferral Agreements

(a) *First Year of Eligibility.* In the case of the first year in which an Eligible Director or an Eligible Employee becomes eligible to participate in the Plan, he or she shall have up to 30 days following the date on which he or she becomes eligible to participate in the Plan, to submit a Compensation Deferral Agreement with respect to Compensation to be earned during or after such Plan Year following the date such agreement becomes irrevocable. A completed Compensation Deferral Agreement described in this paragraph shall become irrevocable upon the end of such 30-day period, or upon a shorter period as determined by the Committee. The determination of whether an Eligible Director or Eligible Employee may file a Compensation Deferral Agreement under this paragraph shall be determined in accordance with the rules of Code Section 409A, including the provisions of Treas. Reg. §1.409A-2(a)(7).

A Compensation Deferral Agreement filed under this paragraph applies to Compensation earned for services performed after the date the Compensation Deferral Agreement becomes irrevocable. Any Compensation Deferral Agreement under this subsection (a) shall satisfy the requirements of Treas. Reg. §1.409A-2(a)(7).

(b) *Prior Year Election.* Except as otherwise provided in this Section 4.2, Participants may defer Compensation by filing a Compensation Deferral Agreement no later than December 31st of the calendar year prior to the calendar year in which the Compensation to be deferred is earned. A Compensation Deferral Agreement described in this paragraph shall become irrevocable with respect to such Compensation no later than December 31st of the calendar year prior to the calendar year in which such Compensation is earned.

(c) *Performance-Based Compensation.* Participants may file a Compensation Deferral Agreement with respect to Performance-Based Compensation no later than the date that is six months before the end of the performance period, provided that:

(a) the Participant performs services continuously from the later of the beginning of the performance period or the date the criteria are established through the date the Compensation Deferral Agreement is submitted; and

(b) the amount of the Compensation is not readily ascertainable as of the date the Compensation Deferral Agreement is filed.

A Compensation Deferral Agreement becomes irrevocable with respect to Performance-Based Compensation as of the date on which the deadline for filing such election occurs. The Committee shall determine the deadline for filing such an election in compliance with Code Section 409A. Any Compensation Deferral Agreement under this subsection (c) shall satisfy the requirements of Treas. Reg. §1.409A-2(a)(8).

(d) *Short-Term Deferrals.* Compensation that meets the definition of a "short-term deferral" described in Treas. Reg.§1.409A-1(b)(4) may be deferred in accordance with the rules of Article VII, applied as if the date the Substantial Risk of Forfeiture lapses is the date on which payments were originally scheduled to commence. Any Compensation Deferral Agreement under this subsection (d) shall satisfy the requirements of Treas. Reg. §1.409A-2(a)(4).

(e) *Certain Forfeitable Rights.* With respect to a legally binding right to a payment in a subsequent year that is subject to a forfeiture condition requiring the Participant's continued services for a period of at least 12 months from the date the Participant obtains the legally binding right, an

election to defer such Compensation may be made on or before the 30th day after the Participant obtains the legally binding right to the Compensation, provided that the election is made at least 12 months in advance of the earliest date at which the forfeiture condition could lapse. The Compensation Deferral Agreement described in this paragraph becomes irrevocable on such 30th day. If the forfeiture condition applicable to the payment lapses before the end of the required 12-month service period as a result of the Participant's death or disability (as defined in Treas. Reg. §1.409A-3(i)(4)) or upon a Change in Control (as defined in Treas. Reg. §1.409A-3(i)(5)), the Compensation Deferral Agreement will be void unless it would be considered timely under another rule described in this Section. Any Compensation Deferral Agreement under this subsection (e) shall satisfy the requirements of Treas. Reg. §1.409A-2(a)(5).

(f) *"Evergreen" Deferral Elections.* Deferral elections under the Plan are effective for a single Plan Year; new elections must be made in order to defer Compensation during the following Plan Year. However, the Committee, in its discretion, may change this protocol by providing in the Compensation Deferral Agreement that such Compensation Deferral Agreement will continue in effect for each subsequent Plan Year or performance period, as applicable. In such event, such "evergreen" Compensation Deferral Agreements will become effective with respect to an item of Compensation on the date such election becomes irrevocable under this Section 4.2. An evergreen Compensation Deferral Agreement may be terminated or modified prospectively with respect to Compensation for which such election remains revocable under this Section 4.2. A Participant whose Compensation Deferral Agreement is cancelled in accordance with Section 4.6 will be required to file a new Compensation Deferral Agreement under this Article IV in order to recommence Deferrals under the Plan.

4.3 Allocation of Deferrals. A Compensation Deferral Agreement may allocate Deferrals to one or more Specified Date Accounts and/or to the Separation from Service Account. The Committee may, in its discretion, establish a minimum deferral period for the establishment of a Specified Date Account.

4.4 Deductions from Compensation. The Committee has the authority to determine the payroll practices under which any component of Compensation subject to a Compensation Deferral Agreement will be deducted from a Participant's Compensation.

4.5 Vesting. Participant Deferrals shall be 100% vested at all times.

4.6 Cancellation of Deferrals. The Committee may cancel a Participant's Deferral election: (a) for the balance of the Plan Year in which an Unforeseeable Emergency (as defined in Section 2.50) occurs in accordance with Treas. Reg. §1.409A-3(j)(4)(viii), (b) if the Participant receives a hardship distribution under the 401(k) Plan or any other qualified 401(k) plan maintained by an Affiliate in

accordance with Treas. Reg. §1.40l(k)-1(d)(3) (relating to in-service distributions of 401(k) plan elective contributions as a result of an immediate and heavy financial need), in accordance with Treas. Reg. §1.409A-3(j)(4)(viii), or (c) during periods in which the Participant is unable to perform the duties of his or her position or any substantially similar position due to a mental or physical impairment that can be expected to result in death or last for a continuous period of at least six months, provided cancellation occurs by the later of the end of the taxable year of the Participant or the 15th day of the third month following the date the Participant incurs the disability (as defined in this paragraph) in accordance with Treas. Reg. §1.409A-3(j)(4)(xii).

ARTICLE V
Discretionary Contributions

5.1 Discretionary Contributions. A Participating Employer may credit one or more Discretionary Contributions to a Participant in such amounts and at such times as are determined by the Committee from time to time in its sole discretion. Any such amounts shall be credited at the sole discretion of the Committee, and the fact that a Discretionary Contribution is credited in one year shall not obligate the Participating Employer or the Committee to continue to make such Discretionary Contributions in subsequent years. Any such Discretionary Contributions shall be subject to the approval of the Board of Directors or the Compensation Committee to the extent required by applicable law. Neither the Participating Employer nor the Committee shall have any obligation to make any such Discretionary Contributions or to make them on a consistent basis among similarly-situated Participants. Any Discretionary Contributions credited to a Participant's Account pursuant to this Section shall be credited on a date or dates to be determined by the Committee in its sole and absolute discretion, and the crediting date or dates may be different for different Participants. Unless the context clearly indicates otherwise, a reference to Discretionary Contributions shall include Earnings attributable to such contributions. Any Discretionary Contribution will be credited to a Participant's Separation from Service Account, unless the Committee, in its sole discretion, elects in writing on or before the date on which the Participant obtains a legally binding right to such Discretionary Contribution (which election shall be irrevocable on such date) to credit the Discretionary Contribution to a Specified Date Account of a Participant. Following a Separation from Service, a Participant shall not receive any further Discretionary Contributions.

5.2 Vesting of Discretionary Contributions. A Participant shall be vested in his or her Discretionary Contributions described in this Section 5.1, if any, in accordance with the vesting schedules established by the Committee, at the time such amount is first credited to the Participant's Account under this Plan. The Committee may, at any time, in its sole and absolute discretion (subject to any approval by the Board of Directors or the Compensation Committee required by applicable law), increase a Participant's vested interest in a Discretionary Contribution. Notwithstanding the foregoing, all Discretionary Contributions shall become 100% vested upon the

occurrence of the earliest of: (i) the death of the Participant prior to Separation from Service, (ii) the Disability of the Participant prior to Separation from Service, or (iii) a Change in Control prior to Separation from Service. The portion of a Participant's Accounts that remains unvested upon his or her Separation from Service after the application of the terms of this Section shall be forfeited immediately following the Separation from Service.

ARTICLE VI
Benefits

6.1 Benefits, Generally. A Participant shall be entitled to the following benefits under the Plan:

(a) *Separation from Service Benefit.* Except as provided in Section 6.1(e) below, upon the Participant's Separation from Service, he or she shall be entitled to a Separation from Service Benefit. The Separation from Service Benefit shall be equal to the vested portion of the Participant's Separation from Service Account and the vested portion of any Specified Date Accounts with respect to which payments have not yet commenced, based on the value of those Accounts as of the end of the calendar month next preceding the calendar month of distribution. Payment of the Separation from Service Benefit will be made (or begin in the case of installments) according to the Participant's Deferral election: (i) as soon as is administratively practical on the first Business Day that follows the first January 30th following the Participant's Separation from Service, or (ii) the first anniversary of the date specified in the immediately preceding (i). Notwithstanding the foregoing, if a Participant is a Specified Employee on the date of such Participant's Separation from Service, and elects to receive or begin receiving the distribution before the date that is 6 months following the Separation from Service, such distribution will be made or begin on the first day of the seventh calendar month following the calendar month in which the Separation from Service occurs. If the Separation from Service Benefit is to be paid in the form of installments, any subsequent installment payments will be paid on the anniversary of the date such payments commence.

(b) *Specified Date Benefit.* If the Participant has established one or more Specified Date Accounts and has not experienced a Separation from Service prior to the date designated for distribution by the Participant, he or she shall be entitled to a Specified Date Benefit with respect to each such Specified Date Account. The Specified Date Benefit shall be equal to the vested portion of the Specified Date Account, based on the value of that Account as of the end of the calendar month next preceding the calendar month of distribution. Payment of the Specified Date Benefit will be made (or begin in the case of installments) as soon as is administratively practical on or after the first Business Day that follows the January 30th of the calendar year

selected by the Participant in his or her Compensation Deferral Agreement. If the Specified Date Benefit is to be paid in the form of installments, any subsequent installment payments will be paid as soon as is administratively practical on or after the first Business Day that follows the anniversary of the date described in the immediately preceding sentence.

(c) *Disability Benefit.* In the event that a Participant becomes Disabled, he or she shall be entitled to a Disability Benefit. The Disability Benefit shall be equal to the vested portion of the Separation from Service Account and the vested portion of the unpaid balances of any Specified Date Accounts. The payment date for the Disability Benefit shall be as soon as administratively practical on or after the first Business Day of the calendar month next following the calendar month in which the Committee determined that the Participant has become Disabled, and the Disability Benefit shall be based on the value of the Accounts as of the last day of the calendar month in which the Committee makes a determination as to the Participant's Disability. The Disability Benefit shall be paid in a single lump sum.

(d) *Death Benefit.* In the event of the Participant's death, his or her designated Beneficiary(ies) shall be entitled to a Death Benefit. The Death Benefit shall be equal to the vested portion of the Separation from Service Account and the vested portion of the unpaid balances of any Specified Date Accounts. The payment date for the Death Benefit shall be as soon as administratively practical on or after the first Business Day of the calendar month next following the calendar month in which the Committee is notified of, and provided reasonably satisfactory proof of, the Participant's death, and the Account(s) will be valued as of the end of the calendar month in which such notification and proof are received. The Death Benefit shall be paid in a single lump sum.

Each Participant may, pursuant to such procedures as the Committee may specify, designate one or more Beneficiaries in connection with the Plan. If a Participant is married and names someone other than his or her spouse as a primary Beneficiary with respect to any portion of his or her Accounts, spousal consent shall be required to be provided in a form designated by the Committee, executed by such Participant's spouse and returned to the Committee. A Participant may change or revoke a Beneficiary designation by delivering to the Committee a new designation (or revocation). Any designation or revocation shall be effective only if it is received in proper form by the Committee. However, when so received, the designation or revocation shall be effective as of the date the notice is executed (whether or not the Participant still is living), but without prejudice to any Employer on account of any payment made before the change is recorded. The last effective designation received by the Committee shall supersede all prior designations. If a Participant dies without having effectively designated a Beneficiary, or if no Beneficiary survives the Participant, the Death Benefit shall be payable (i) to his or her surviving spouse, or (ii) if the Participant is

not survived by his or her spouse, to his or her estate. A former spouse shall have no interest under the Plan, as Beneficiary or otherwise, unless the Participant designates such person as a Beneficiary after dissolution of the marriage, except to the extent provided under the terms of a domestic relations order as described in Code Section 414(p)(l)(B).

(e) *Change in Control Benefit.* A Participant may make an election with respect to the Payment Schedule for a Change in Control Benefit. Notwithstanding anything in this Plan to the contrary, in the event a Participant makes such an election and experiences a Separation from Service within two years following a Change in Control, the Participant shall be entitled to a Change in Control Benefit. The Change in Control Benefit shall be equal to the vested portion of the Separation from Service Account and the vested portion of any unpaid Specified Date Accounts, based on the value of those Accounts as of the end of the calendar month next proceeding the calendar month of distribution. Payment of the Change in Control Benefit will be made as soon as administratively practical on or after the first Business Day of the calendar month next following the calendar month in which the Separation of Service takes place. Notwithstanding the foregoing, if a Participant is a Specified Employee on the date of such Participant's Separation from Service, a distribution based on a Separation from Service will be made not earlier than as allowed under Treas. Reg. Sections 409A-l(c)(3)(v) and 1.409A-3(i)(2).

(f) *Unforeseeable Emergency.* A Participant who experiences an Unforeseeable Emergency may submit a written request to the Committee to receive payment of all or any portion of his or her vested Accounts. Whether a Participant is faced with an Unforeseeable Emergency permitting an emergency payment shall be determined by the Committee based on the relevant facts and circumstances of each case, but, in any case, a distribution on account of Unforeseeable Emergency may not be made to the extent that such emergency is or may be reimbursed through insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not cause severe financial hardship, or by cessation of Deferrals under this Plan. If an emergency payment is approved by the Committee, the amount of the payment shall not exceed the amount reasonably necessary to satisfy the need, taking into account the additional compensation that is available to the Participant as the result of cancellation of Deferrals under the Plan, including amounts necessary to pay any taxes or penalties that the Participant reasonably anticipates will result from the payment. The amount of the emergency payment shall be subtracted first from the vested portion of the Participant's Separation from Service Account until depleted and then from the vested portion(s) of the Specified Date Accounts, beginning with the Specified Date Account with the latest payment commencement date. Emergency payments shall be paid in a single lump sum within the 90-day period following the date the payment is approved by the Committee. No Participant may receive more than one

distribution on account of an Unforeseeable Emergency in any Plan Year. A Participant who receives a distribution on account of an Unforeseeable Emergency, and who is still employed by an Employer shall be prohibited from making Deferrals for the remainder of the Plan Year in which the distribution is made.

(g) *Code Section 409A.* Notwithstanding anything to the contrary contained in this Plan, any provision that would cause the Plan to fail to satisfy Code Section 409A will have no force and effect until amended to comply therewith (which amendment may be retroactive to the extent permitted by Code Section 409A).

(h) *Forfeiture of Unvested Account Balances.* Unless otherwise set forth herein or as determined by the Committee, the unvested portion of a Participant's Accounts shall be forfeited upon the occurrence of the Participant's Separation from Service, the Participant's death, the Participant's Disability or the occurrence of a Change in Control.

6.2 Form of Payment.

(a) *Separation from Service Benefit.*

(i) A Participant who is entitled to receive a Separation from Service Benefit shall receive payment of such benefit in a single lump sum. Notwithstanding the foregoing, if (1) the Participant is at least 60 years of age at the time of his or her Separation from Service, and (2) the Participant elects an alternate form of payment on the initial Compensation Deferral Agreement upon which an allocation of Deferrals is made to the Separation from Service Account (or the initial Compensation Deferral Agreement that precedes the Plan Year in which an Employer Contribution is allocated to the Separation from Service Account), then he or she shall receive a Separation from Service Benefit in the form so elected. Permissible alternate forms of payment for the Separation from Service Benefit are (1) substantially equal annual installments over a period of two to fifteen years, as elected by the Participant, and (2) a portion as a lump-sum and the remainder in substantially equal annual installments over a period of two to fifteen years, as elected by the Participant.

(ii) Prior to a Plan Year, the Committee may permit, in its sole discretion, the creation of a sub-account within the Separation from Service Account for that Plan Year. If so created, a Participant may elect with respect to the Deferrals and Employer Contributions allocated to that sub-account for that Plan Year any of the permitted forms of payment set forth in Section 6.2(a) above. Each such election shall be made on the Compensation Deferral Agreement that

pertains to that Plan Year. If more than one sub-account is created, a Participant may elect a different form of payment for each such sub-account.

(b) *Specified Date Benefit.* The Specified Date Benefit shall be paid in a single lump sum, unless the Participant elects on the Compensation Deferral Agreement with which the Account was established to have the Specified Date Account paid in substantially equal annual installments over a period of two to five years, as elected by the Participant.

Notwithstanding any Specified Date election of a Participant, if a Participant Separates from Service before distributions with respect to a Specified Date Account have commenced, dies or becomes Disabled, such amounts shall be paid in accordance with the time and form of payment applicable to the Participant's Separation from Service Benefit, Death Benefit, or Disability Benefit (as applicable). With respect to Specified Date Account Balances that have commenced to be paid in installment payments prior to the date of the Separation from Service, such Specified Date Accounts shall continue to be paid in accordance with the form of payment election applicable to the Specified Date Account.

(c) *Disability Benefit.* In the event of the Participant's Disability, he or she shall be entitled to a Disability Benefit as set forth in Section 6.1(c). The Disability Benefit shall be payable in a single lump sum.

(d) *Death Benefit.* In the event of the Participant's death, his or her designated Beneficiary(ies) shall be entitled to a Death Benefit as set forth in Section 6.1(d). The Death Benefit shall be payable in a single lump sum.

(e) *Change in Control Benefit.* In the event a Participant (i) makes an election with respect to the Payment Schedule for a Change in Control Benefit and (ii) experiences a Separation from Service within two years following a Change in Control, he or she shall be entitled to a Change in Control Benefit. The Change in Control Benefit shall be payable in a single lump sum.

(f) *Small Account Balances.* Notwithstanding any contrary Plan provision, the Committee shall pay the vested portion of the Participant's Accounts upon a Separation from Service in a single lump sum if the vested balance of such Accounts (together with any amounts deferred under any other nonqualified deferred compensation plan that must be aggregated with the Accounts pursuant to Treas. Reg. §1.409A-l(c)) is not greater than the amount specified in Code Section 402(g)(1)(B), provided the payment represents the complete liquidation of the Participant's interest in the Plan together with any plan with which the Accounts must be aggregated as described above and the Committee's decision to cash out the Accounts is evidenced no later than the date of payment.

(g) *Amounts allocated to Company Stock.* Any portion of a Participant's Account that is payable in Company Stock in accordance with Section 8.6 shall be paid according to the Participant's Separation from Service election in an equivalent number of shares of Company Stock at the time distribution is otherwise scheduled to commence hereunder.

(h) *Rules Applicable to Installment Payments.* If a Payment Schedule specifies substantially equal installment payments, annual payments will be made beginning as of the payment commencement date for such installment, and shall continue on each anniversary thereof until the number of installment payments specified in the Payment Schedule has been paid. The amount of each installment payment shall be determined by dividing (i) by (ii), where (i) equals the vested Account Balance as of the Valuation Date and (ii) equals the remaining number of installment payments. For purposes of this subsection (h), the term "Valuation Date" means a date that is at the end of the calendar month preceding the month in which the distribution is made, or such other date as the Committee, in its sole discretion, shall determine in a manner consistent with Code Section 409A.

For purposes of Article VI, installment payments will be treated as a single form of payment.

6.3 Acceleration of or Delay in Payments. The Committee, in its sole and absolute discretion, may elect to accelerate the time or form of payment of a benefit owed to the Participant hereunder, provided such acceleration is permitted under Treas. Reg. §1.409A-3(j)(4). The Committee may also, in its sole and absolute discretion, delay the time for payment of a benefit owed to the Participant hereunder, to the extent permitted under Treas. Reg. §1.409A-2(b)(7). Subject to the following sentence, if the Plan receives a domestic relations order (within the meaning of Code Section 414(p)(1)(B)) directing that all or a portion of a Participant's Accounts be paid to an "alternate payee," any amounts to be paid to the alternate payee(s) shall be paid only in a single lump sum, and such amounts will be subtracted from the Participant's Accounts. Any domestic relations order will have effect under the Plan only if the Committee determines that it complies with such policies and procedures as the Committee (in its discretion) may specify from time to time.

6.4 Distributions Treated as Made Upon a Designated Event. If the Company fails to make any distribution on account of any of the events listed in Section 6.1, either intentionally or unintentionally, within the time period specified in Section 6.2, but the payment is made within the same calendar year, such distribution will be treated as made within the time period specified in Section 6.2 pursuant to Treas. Reg. §1.409A-3(d). In addition, if a distribution is not made due to a dispute with respect to such distribution, the distribution may be delayed in accordance with Treas. Reg. §1.409A-3(g).

6.5 Deductibility. All amounts distributed from the Plan are intended to be deductible by the Company or a Participating Employer. If the Committee determines in good

faith that all or a portion of any distribution will not be deductible by the Company or a Participating Employer solely by reason of the limitation under Section 162(m) of the Code, then such distribution to the Participant will be delayed until the first year in which it is deductible.

ARTICLE VII
Modifications to Payment Schedules

7.1 Participant's Right to Modify. A Participant may modify any or all of the Payment Schedules with respect to the Participant's Separation from Service Account or Specified Date Account(s), consistent with the permissible Payment Schedules available under the Plan, provided such modification complies with the requirements of this Article VII and Code Section 409A and Treas. Reg. §1.409A-2(b). Modifications of Payment Schedules with respect to Accounts not explicitly identified in the immediately preceding sentence are not permissible under the Plan.

7.2 Time of Election. The date on which a modification election is submitted to the Committee must be at least 12 months prior to the date on which payment is scheduled to commence under the Payment Schedule in effect prior to the modification in accordance with Treas. Reg. §1.409A-2(b)(l)(iii).

7.3 Date of Payment under Modified Payment Schedule. The date on which payments are to commence under the modified Payment Schedule must be no earlier than five years after the date on which payment would have commenced under the original Payment Schedule (or, in the case of installment payments treated as a single payment, five years after the first amount was scheduled to be paid) in accordance with Treas. Reg. §1.409A-2(b)(l)(ii). Under no circumstances may a modification election result in an acceleration of payments in violation of Code Section 409A.

7.4 Effective Date. A modification election submitted in accordance with this Article VII is irrevocable upon receipt by the Committee and shall not become effective until 12 months after such date in accordance with Treas. Reg. §1.409A-2(b)(l)(i).

7.5 Effect on Accounts. An election to modify a Payment Schedule is specific to the Account or payment event to which it applies, and shall not be construed to affect the Payment Schedules of any other Accounts.

ARTICLE VIII
Valuation of Account Balances; Investments

8.1 Valuation. Deferrals shall be credited to appropriate Accounts on or about the date such Compensation would have been paid to the Participant absent the Compensation Deferral Agreement. Discretionary Contributions shall be credited at the time or times determined by the Committee in its sole discretion. Valuation of Accounts shall be performed under procedures approved by the Committee.

8.2 Adjustment for Earnings. Each Account will be adjusted to reflect Earnings on each Business Day. Adjustments shall reflect the net earnings, gains, losses, expenses, appreciation and depreciation associated with the investment option for the deemed investment of each portion of the Account allocated to such option ("investment allocation").

8.3 Investment Options. The options for the deemed investment of Accounts will be determined by the Committee. The Committee, in its sole discretion, shall be permitted to add, remove or substitute investment options from the Plan from time to time; provided however, that any such additions, removals or substitutions of investment options shall not be effective with respect to any period prior to the effective date of such change. In addition, following a Change in Control, the Committee may add or remove an investment option, provided however, that (i) any decision to add or remove an investment option shall be made in good faith, and (ii) there shall at all times be no less than the number of investment options that existed immediately prior to the Change of Control.

8.4 Investment Allocations. Notwithstanding anything else in this Plan to the contrary, a Participant's investment allocation constitutes a deemed, not actual, investment among the investment options comprising the investment menu. At no time shall a Participant have any real or beneficial ownership in any investment option included in the investment menu, nor shall the Participating Employer or any trustee acting on its behalf have any obligation to purchase actual securities as a result of a Participant's investment allocation. A Participant's investment allocation shall be used solely for purposes of adjusting the value of a Participant's Account Balances.

A Participant shall specify a deemed investment allocation for each of his or her Accounts in accordance with procedures established by the Committee in its discretion and from time to time. Unless otherwise determined by the Committee, (a) allocation among the investment options must be designated in increments of 1%, and (b) the Participant's investment allocation will become effective on the same Business Day or, in the case of investment allocations received after a time specified by the Committee, the next Business Day.

A Participant may change an investment allocation on any Business Day, both with respect to future credits to the Plan and with respect to existing Account Balances, in accordance with procedures adopted by the Committee. Changes shall become effective on the same Business Day or, in the case of investment allocations received after a time specified by the Committee, the next Business Day, and shall be applied prospectively.

8.5 Unallocated Deferrals and Accounts. If the Participant fails to make an investment allocation with respect to an Account, such Account shall be deemed invested in an investment option, the primary objective of which is the preservation of capital, as determined by the Committee in its discretion.

8.6 Company Stock. Notwithstanding any provision herein to the contrary, if a Participant elects to defer payment under the Plan of an award that by its terms is payable in Company Stock, such payment shall be made in shares of Company Stock at the time and in the manner prescribed under the Plan. The award will continue to be subject to the adjustment provisions of the applicable plan and/or award agreement. In the event that the Company Stock is no longer publicly traded, the Committee may make reasonable provision for such award to be paid in cash or other property as appropriate in the circumstances. In no event shall any portion of any such deferral be allocated to any investment option offered under the Plan.

8.7 Dividend Equivalents. Dividend equivalents with respect to Company Stock will be credited to the applicable Accounts in the form of additional shares or units of Company Stock or in cash, as determined by the Committee in its sole discretion. In the event that the Company Stock is no longer publicly traded, the Committee may make reasonable provision for such dividend equivalents to be paid in cash or other property as appropriate in the circumstances. In the event of a corporate transaction affecting the capitalization of the Company, any shares of Company stock credited as dividend equivalent payments shall be adjusted to prevent dilution or enlargement of the benefits or potential benefits intended to be awarded under the Plan.

8.8 No Warranties. Neither the Company nor the Committee warrants or represents that the value of any Participant's Account will increase. Each Participant assumes the risk in connection with the deemed investment of his or her Accounts.

ARTICLE IX
Administration

9.1 Plan Administration. The Plan shall be administered by the Committee. The Committee shall have the authority to control and manage the operation and administration of the Plan, including the authority and ability to delegate administrative functions to a third party. Claims for benefits shall be filed with the Committee and resolved in accordance with the claims procedures in Article XII.

9.2 Actions by Committee. Each decision of a majority of the members of the Committee then in office shall constitute the final and binding act of the Committee. The Committee may act with or without a meeting being called or held and shall keep minutes of all meetings held and a record of all actions taken by written consent.

9.3 Powers of Committee. The Committee shall have all powers and discretionary authority necessary or appropriate to supervise the administration of the Plan and to control its operation in accordance with its terms, including, but not by way of limitation, the following powers and discretionary authority:

(a) To interpret and determine the meaning and validity of the provisions of the Plan, and to determine any question arising under, or in connection with, the administration, operation or validity of the Plan, or any amendment thereto;

(b) To determine any and all considerations affecting the eligibility of any Employee to become a Participant or remain a Participant in the Plan;

(c) To cause one or more separate Accounts to be maintained for each Participant;

(d) To cause Deferrals and Discretionary Contributions, if applicable, as well as deemed Earnings thereon, to be credited to Participants' Accounts;

(e) To establish and revise an accounting method or formula for the Plan;

(f) To determine the status and rights of Participants and their spouses, Beneficiaries or estates;

(g) To employ such counsel, agents, and advisers, and to obtain such legal, clerical and other services, as it may deem necessary or appropriate in carrying out the provisions of the Plan;

(h) To establish, from time to time, rules for the performance of its powers and duties and for the administration of the Plan;

(i) To arrange for periodic distribution to each Participant of a statement of benefits accrued under the Plan;

(j) To publish a claims and appeal procedure satisfying the minimum standards of Section 503 of ERISA pursuant to which individuals or estates may claim Plan benefits and appeal denials of such claims;

(k) To determine the form, manner and time for making elections under the Plan (provided that the deadlines prescribed by the Committee may be earlier, but not later, than the deadlines otherwise specified in the Plan);

(l) To delegate to any one or more of its members or to any other person, severally or jointly, the authority to perform for and on behalf of the Committee one or more of the functions of the Committee under the Plan; and

(m) To decide all issues and questions regarding Account balances, and the time, form, manner, and amount of distributions to Participants.

9.4 Administration Upon Change in Control. Upon a Change in Control, the Committee, as constituted immediately prior to such Change in Control, shall continue to act as the Committee. The individual who was the Chief Executive Officer of the Company immediately prior to the Change in Control (the "Ex-CEO") shall have the authority (but shall not be obligated) to appoint an independent third party to act as the Committee.

After a Change in Control, no member of the Committee may be removed (and/or replaced) by the Company without the consent of either (a) 2/3rds of the members of the Board of Directors ***and*** a majority of the Participants and the Beneficiaries who have account balances under the Plan at the time of the approval (with a majority being determined based on the dollar amount of the account balances of the Participants and Beneficiaries consenting to the action (rather than the number of Participants and Beneficiaries consenting to the action)) or (b) the Ex-CEO or, in the event the Ex-CEO is no longer a Participant, his or her appointee who is a Participant.

The Participating Employers shall, with respect to the Committee identified under this Section: (a) directly pay all reasonable expenses and fees of the Committee (or promptly reimburse the Committee, with all such reimbursements to be made in a manner that avoids subjecting the Committee to any taxes, costs or income inclusion under Code Section 409A), (b) indemnify the Committee (including individuals serving as Committee members) in accordance with Section 9.6, and (c) supply full and timely information to the Committee on all matters related to the Plan, Participants, Beneficiaries and Accounts as the Committee may reasonably require.

9.5 Withholding. The Participating Employer shall have the right to withhold from any payment due under the Plan (or with respect to any amounts credited to the Plan) any taxes or other amounts required by law to be withheld in respect of such payment (or credit). Withholdings with respect to amounts credited to the Plan shall be deducted from Compensation that has not been deferred to the Plan.

9.6 Indemnification. The Participating Employer shall indemnify and hold harmless each employee, officer, member of the Board of Directors, member of the Compensation Committee, agent or organization, to whom or to which are delegated duties, responsibilities, and authority under the Plan or otherwise with respect to administration of the Plan, including, without limitation, the Compensation Committee and its agents, and the Committee and its agents, against all claims, liabilities, fines and penalties, and all expenses reasonably incurred by or imposed upon him or her or it (including but not limited to reasonable attorneys' fees) which arise as a result of his or her or its actions or failure to act in connection with the operation and administration of the Plan to the extent lawfully allowable and to the extent that such claim, liability, fine, penalty, or expense is not paid for

by liability insurance purchased or paid for by the Participating Employer. Notwithstanding the foregoing, the Participating Employer shall not indemnify any individual or entity if his or her or its actions or failure to act were not taken or omitted in good faith. Further, the Participating Employer shall have the right to direct and control any settlement or compromise of any action under this Section 9.6.

9.7 Delegation of Authority. In the administration of this Plan, the Committee may, from time to time, employ agents and delegate to them such administrative duties as it sees fit, and may from time to time consult with legal counsel who shall be legal counsel to the Company.

9.8 Binding Decisions or Actions. The decision or action of the Committee in respect of any question arising out of or in connection with the administration, interpretation and application of the Plan and the rules and regulations thereunder shall be final, conclusive and binding upon all persons having any interest in the Plan, and shall be given the maximum deference permitted by law.

9.9 Eligibility to Participate. No member of the Committee who also is an Eligible Director or Eligible Employee shall be excluded from participating in the Plan, but as a member of the Committee, he or she shall not be entitled to act or pass upon any matters pertaining specifically to his or her own Account.

9.10 Administrative Expenses. All expenses incurred in the administration of the Plan by the Committee, or otherwise, including legal fees and expenses, shall be paid and borne by the Participating Employers.

9.11 Non-Uniform Treatment. The Committee's determinations under the Plan need not be uniform and any such determinations may be made selectively among Participants.

ARTICLE X
Amendment and Termination

10.1 Termination. The Company and each other Participating Employer intend to continue the Plan indefinitely, and to maintain each Participant's Account until it is scheduled to be paid to him or her in accordance with the provisions of the Plan. However, the Plan is voluntary on the part of the Company and the other Participating Employers, and the Participating Employers do not guarantee to continue the Plan. Accordingly, the Company reserves the right to discontinue its sponsorship of the Plan (or the sponsorship of another Participating Employer) and/or to terminate the Plan at any time with respect to any or all of the participating Eligible Employees, by action of the Board of Directors. Upon the termination of the Plan with respect to any Participating Employer, the participation of the affected Participants who are employed by that Participating Employer shall terminate. However, after the Plan termination, the Account Balances of such Participants shall continue to be credited with Deferrals attributable to a deferral

election that was in effect prior to the Plan termination to the extent deemed necessary to comply with Code Section 409A and related Treasury Regulations, and additional amounts shall continue to credited or debited to such Participants' Account Balances pursuant to Article VIII. The investment options available to Participants following the termination of the Plan shall be comparable in number and type to those investment options available to Participants in the Plan Year preceding the Plan Year in which the Plan termination is effective. In addition, following a Plan termination, Participant Account Balances shall remain in the Plan and shall not be distributed until such amounts become eligible for distribution in accordance with the other applicable provisions of the Plan. Notwithstanding the preceding sentence, to the extent permitted by Treas. Reg. §1.409A-3(j)(4)(ix), the Company may provide that, upon termination of the Plan, all Account Balances of the Participants shall be distributed, subject to and in accordance with any rules established by the Company deemed necessary to comply with the applicable requirements and limitations of Treas. Reg. §1.409A-3(j)(4)(ix).

10.2 Amendments.

(a) The Company, by action taken by the Board of Directors or its authorized delegates, may amend the Plan at any time and for any reason, provided that any such amendment shall not reduce the vested Account Balances of any Participant accrued as of the date of any such amendment or restatement (as if the Participant had incurred a Separation from Service on such date) or otherwise adversely affect the rights of a Participant without the Participant's consent. The Compensation Committee or its authorized delegates shall have the authority to amend the Plan for the purpose of: (i) conforming the Plan to the requirements of law (which amendments, notwithstanding any provisions in this Section 10.2 to the contrary, may also be made without the consent of any Participant or any other individual or entity), (ii) facilitating the administration of the Plan, and (iii) clarifying provisions based on the Compensation Committee's (or its delegates') interpretation of the document.

(b) Notwithstanding anything to the contrary in the Plan, if and to the extent the Compensation Committee or its authorized delegates shall determine that the terms of the Plan may result in the failure of the Plan, or amounts deferred by or for any Participant under the Plan, to comply with the requirements of Code Section 409A, or any applicable regulations or guidance promulgated by the Secretary of the Treasury in connection therewith, the Compensation Committee or its authorized delegates shall have authority to take such action to amend, modify, cancel or terminate the Plan (effective with respect to all Employers) or distribute any or all of the vested amounts deferred by or for a Participant, as it deems necessary or advisable, including without limitation:

(i) Any amendment or modification of the Plan to conform the Plan to the requirements of Code Section 409A or any regulations or other guidance thereunder (including, without limitation, any amendment or modification of the terms of any applicable to any Participant's Accounts regarding the timing or form of payment).

(ii) Any cancellation or termination of any unvested interest in a Participant's Accounts without any payment to the Participant.

(iii) Any cancellation or termination of any vested interest in any Participant's Accounts, with immediate payment to the Participant of the amount otherwise payable to such Participant.

(iv) Any such amendment, modification, cancellation, or termination of the Plan that may adversely affect the rights of a Participant without the Participant's consent.

ARTICLE XI
Informal Funding

11.1 General Assets. Obligations established under the terms of the Plan may be satisfied from the general funds of the Participating Employers, or a trust described in this Article XI. No Participant, spouse or Beneficiary shall have any right, title or interest whatever in any assets of the Participating Employers. Nothing contained in this Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship, between the Participating Employers and any Director, Employee, spouse, or Beneficiary. To the extent that any person acquires a right to receive payments hereunder, such rights are no greater than the right of an unsecured general creditor of the Participating Employers.

11.2 Rabbi Trust. A Participating Employer may, in its sole discretion, establish a grantor trust, commonly known as a rabbi trust, as a vehicle for accumulating assets to pay benefits under the Plan. Payments under the Plan may be paid from the general assets of the Participating Employers or from the assets of any such rabbi trust. Payment from any such source shall reduce the obligation owed to the Participant or Beneficiary under the Plan.

ARTICLE XII
Claims

12.1 Claim Procedure. A Participant or Beneficiary (the "Claimant") must file with the Committee a written claim for Plan benefits if the Claimant believes he or she has not received the benefits he or she is entitled to receive.

(a) *In General.* Notice of a denial of a claim for benefits (other than benefits due to Disability) will be provided by the Committee to the Claimant within 90 days after the Committee's receipt of the Claimant's written claim for benefits, provided that the Committee, in its discretion, may determine that

an additional 90-day extension is warranted if it needs additional time to review the claim due to special circumstances. In such event, the Committee shall notify the Claimant prior to the end of the initial 90-day period that an extension is needed, the reason therefor and the date by which the Committee expects to render a decision.

(b) *Disability Claims.* Notice of a denial of a claim for benefits due to Disability (a "Disability Claim") will be provided within 45 days of the Committee's receipt of the Claimant's Disability Claim. If the Committee determines that it needs additional time to review the Disability Claim due to matters beyond the control of the Committee, the time period for making a determination may be extended for up to 30 days. In such event, the Committee will provide the Claimant with a notice of the extension before the end of the initial 45-day period. If the Committee determines that a decision cannot be made within the first extension period due to matters beyond the control of the Committee, the time period for making a determination may be further extended for an additional 30 days. If such an additional extension is necessary, the Committee shall notify the Claimant prior to the expiration of the initial 30 day extension. Any notice of extension shall indicate the circumstances necessitating the extension of time, the date by which the Committee expects to furnish a notice of decision, the specific standards on which such entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and any additional information needed to resolve those issues. A Claimant will be provided a minimum of 45 days to submit any necessary additional information to the Committee. In the event that a 30 day extension is necessary due to a Claimant's failure to submit information necessary to decide a claim, the period for furnishing a notice of decision shall be tolled from the date on which the notice of the extension is sent to the Claimant until the earlier of the date the Claimant responds to the request for additional information or the response deadline

(c) *Contents of Notice.* If a Claimant's request for benefits is denied, the notice of denial shall be in writing and shall contain the following information:

(i) The specific reason or reasons for the denial in plain language;

(ii) A specific reference to the pertinent Plan provisions on which the denial is based;

(iii) A description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary;

(iv) An explanation of the claims review procedures and the time limits applicable to such procedures;

(v) A statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse determination upon review; and

(vi) In the case of a complete or partial denial of a Disability Claim, the notice shall provide a statement that the Committee will provide to the Claimant, upon request and free of charge, a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the decision.

12.2 Appeal of Denied Claims.

(a) *In General.* A Claimant whose claim (other than a Disability Claim) has been wholly or partially denied shall be entitled to appeal the claim denial by filing a written appeal to the Committee within 60 days after Claimant's receipt of the Committee's decision denying the claim. Any claim filed more than 60 days after Claimant's receipt of the decision will be untimely. A Claimant who timely appeals a denied claim will have the opportunity, upon request and free of charge, to have reasonable access to and copies of all documents, records and other information relevant to the Claimant's appeal. The Claimant may submit written comments, documents, records and other information relating to his or her claim with the appeal. The Committee will review all comments, documents, records and other information submitted by the Claimant relating to the claim, regardless of whether such information was submitted or considered in the initial claim determination. The Committee shall make a determination on the appeal within 60 days after receiving the Claimant's written appeal, provided that the Committee may determine that an additional 60-day extension is necessary due to special circumstances, in which event the Committee shall notify the Claimant prior to the end of the initial 60-day period that an extension is needed, the reason therefor and the date by which the Committee expects to render a decision.

(b) *Disability Claims.* An appeal of a denied Disability Claim must be filed in writing with the Committee no later than 180 days after receipt of the written notification of such claim denial. The review shall be conducted by the Committee (exclusive of the person who made the initial adverse decision or such person's subordinate). In reviewing the appeal, the Committee shall: (i) not afford deference to the initial denial of the Disability Claim, (ii) consult a medical professional who has appropriate training and experience in the field of medicine relating to the Claimant's Disability and who was neither consulted as part of the initial denial nor is the subordinate of such individual and (iii) identify the medical or vocational experts whose advice was obtained with respect to the initial benefit denial, without regard to whether the advice was relied upon in making the decision. The Committee shall make its decision regarding the merits of the denied Disability Claim within 45 days following receipt of the

appeal (or within 90 days after such receipt, in a case where there are special circumstances requiring extension of time for reviewing the appealed claim). If an extension of time for reviewing the appeal is required because of special circumstances, written notice of the extension shall be furnished to the Claimant prior to the commencement of the extension. The notice will indicate the special circumstances requiring the extension of time and the date by which the Committee expects to render the determination on review. Following its review of any additional information submitted by the Claimant, the Committee shall render a decision on its review of the denied Disability Claim.

(c) *Contents of Notice.* If the Claimant's appeal is denied in whole or part, the Committee shall provide written notice to the Claimant of such denial. The written notice shall include the following information:

(i) The specific reason or reasons for the denial;

(ii) A specific reference to the pertinent Plan provisions on which the denial is based;

(iii) A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the Claimant's claim;

(iv) A statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA; and

(v) For the denial of a Disability Claim, the notice will also include a statement that the Committee will provide, upon request and free of charge, (A) any internal rule, guideline, protocol or other similar criterion relied upon in making the decision, (B) any medical opinion relied upon to make the decision and (C) the required statement under Section 2560.503-1 (j)(5)(iii) of the Department of Labor regulations.

12.3 Relevance. For purposes of Section 12.1 and Section 12.2, documents, records, or other information shall be considered "relevant" to a Claimant's claim for benefits if such documents, records or other information:

(a) were relied upon in making the benefit determination;

(b) were submitted, considered, or generated in the course of making the benefit determination, without regard to whether such documents, records or other information were relied upon in making the benefit determination; or

(c) demonstrate compliance with the administrative processes and safeguards required pursuant to Section 12.1 and Section 12.2 regarding the making of the benefit determination.

12.4 Six Month Deadline for Filing Suit. A Claimant dissatisfied with the Committee's decision upon appeal under Section 12.2 must file any lawsuit challenging that decision no later than six months after the Committee mails the notice of denial, regardless of any state or federal statues establishing provisions relating to limitations on actions. Any suit brought more than six months after the denial on appeal shall be deemed untimely. In ruling on any such suit, the court shall uphold the Committee's determinations unless they constitute an abuse of discretion or fraud. No Claimant may institute any action or proceeding in any state or federal court of law or equity, or before any administrative tribunal or arbitrator, for a claim for benefits under the Plan until he or she first has exhausted the procedures set forth in Sections 12.1 and 12.2.

12.5 Decisions of Committee. All actions, interpretations, and decisions of the Committee shall be conclusive and binding on all persons, and shall be given the maximum deference permitted by law.

ARTICLE XIII
General Provisions

13.1 Assignment. No interest of any Participant, spouse or Beneficiary under this Plan and no benefit payable hereunder shall be assigned as security for a loan, and any such purported assignment shall be null, void and of no effect, nor shall any such interest or any such benefit be subject in any manner, either voluntarily or involuntarily, to anticipation, sale, transfer, assignment or encumbrance by or through any Participant, spouse or Beneficiary. Notwithstanding anything to the contrary herein, however, the Committee has the discretion to make payments to an alternate payee in accordance with the terms of a domestic relations order (as defined in Code Section 414(p)(l)(B)).

A Participating Employer may assign any or all of its liabilities under this Plan in connection with any restructuring, recapitalization, sale of assets or other similar transactions affecting such Participating Employer without the consent of the Participant or any other individual or entity.

13.2 No Legal or Equitable Rights or Interest. No Participant or other person or entity shall have any legal or equitable rights or interest in this Plan that are not expressly granted in this Plan. Participation in this Plan does not give any person any right to be retained in the service of a Participating Employer. The right and power of a Participating Employer to dismiss or discharge an Employee is expressly reserved.

13.3 No Guarantee of Tax Consequences. While the Plan is intended to provide U.S. income tax deferral for Participants, the Plan is not a guarantee that the intended tax deferral will be achieved. Participants are solely responsible and liable for the

satisfaction of all taxes, costs and penalties that may arise in connection with this Plan (including any taxes arising under Code Section 409A). No Participating Employer or any of their directors, officers or employees shall have any obligation to indemnify or otherwise hold any Participant harmless from any such taxes, penalties or costs. No Participating Employer makes any representations or warranties as to the tax consequences to a Participant or a Participant's Beneficiary(ies) resulting from eligibility for, or participation in, the Plan.

13.4 No Effect on Service. Neither the establishment or maintenance of the Plan, the making of any Deferrals nor any action of a Participating Employer or the Committee, shall be held or construed to confer upon any individual: (a) any right to be continued as an employee or (b) upon dismissal, any right or interest in any specific assets of any Participating Employer or the Committee other than as provided in the Plan. Each Participating Employer expressly reserves the right to discharge any employee at any time, with or without cause. Nothing contained herein shall be construed to constitute a contract of employment between an Employee and any Participating Employer.

13.5 Notice. Any notice or filing required or permitted to be delivered to the Committee under this Plan shall be delivered in writing, in person, or through such electronic means as is established by the Committee. Notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification. Written transmission shall be sent by certified mail to:

MIRION TECHNOLOGIES, INC.
2652 MCGRAW AVENUE
IRVINE, CA 92614
ATTN: VICE PRESIDENT OF HUMAN RESOURCES

Any notice or filing required or permitted to be given to a Participant under this Plan shall be sufficient if in writing or hand-delivered, or sent by mail to the last known address of the Participant.

13.6 Headings. The headings of Sections are included solely for convenience of reference, and if there is any conflict between such headings and the text of this Plan, the text shall control.

13.7 Invalid or Unenforceable 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 the Committee may elect in its sole discretion to construe such invalid or unenforceable provisions in a manner that conforms to applicable law or as if such provisions, to the extent invalid or unenforceable, had not been included.

13.8 Lost Participants or Beneficiaries. Any Participant or Beneficiary who is entitled to a benefit from the Plan has the duty to keep the Committee advised of his or her

current mailing address. If benefit payments are returned to the Plan or are not presented for payment after a reasonable amount of time, the Committee shall presume that the payee is missing. The Committee, after making such efforts as in its discretion it deems reasonable and appropriate to locate the payee, shall stop payment on any uncashed checks and may discontinue making future payments until contact with the payee is restored to the extent permitted by Code Section 409A.

13.9 Facility of Payment to a Minor. If a distribution is to be made to a minor, or to a person who is otherwise incompetent, then the Committee may, in its discretion, make such distribution: (a) to the legal guardian, or if none, to a parent of a minor payee with whom the payee maintains his or her residence, or (b) to the conservator or committee or, if none, to the person having custody of an incompetent payee. Any such distribution shall fully discharge the Committee, the Participating Employers, and the Plan from further liability on account thereof.

13.10 Governing Law. The provisions of the Plan shall be construed, administered and enforced in accordance with ERISA, and to the extent not preempted by ERISA, with the laws of the State of California (other than California's conflict of laws provisions).

13.11 Compliance with Code Section 409A. This Plan is intended to be administered in compliance with Code Section 409A and each provision of the Plan shall be interpreted, to the extent possible, to comply with Code Section 409A.

IN WITNESS WHEREOF, the undersigned executed this Plan as of the 30th day of June, 2015.

MIRION TECHNOLOGIES, INC.

/s/ Michael G. Brumbaugh (Signature)

By: MICHAEL G. BRUMBAUGH (Print Name)

Its: EVP - HR & CIO (Title)

MIRION TECHNOLOGIES, INC.
NON-EMPLOYEE DIRECTOR COMPENSATION PROGRAM

Adopted October 20, 2021

The Board of Directors (the "**Board**") of Mirion Technologies, Inc. (the "**Company**" approved the following director compensation program (this "**Program**") for Non-Employee Directors of the Company. For purposes of this Program, a "**Non-Employee Director**" is a director who has not served as an employee or executive officer of the Company or its affiliates or otherwise provided services to the Company or its affiliates in a capacity other than as a director at any time during the preceding year.

1. **Purpose.** This Program is designed to attract and retain experienced, talented individuals to serve on the Board. The Board, or a duly authorized committee thereof, will generally review director compensation on an annual basis. This Program, as it may be amended from time to time, may take into account the time commitment expected of Non-Employee Directors, best practices in board member compensation, the economic position of the Company, broader economic conditions, market rates of board member compensation, historical compensation structure, the advice of the compensation consultant that the Compensation Committee or the Board may retain from time to time, and the potential dilutive effect of equity awards on our stockholders. Under this Program, Non-Employee Directors receive cash and equity compensation to recognize their day to day contributions, recognizing the level of responsibility as well as the necessary time commitment involved in serving in a leadership role and/or on committees. Consistent with our philosophy on executive compensation, we believe that stock ownership by Non-Employee Directors provides an incentive to act to maximize long-term stockholder value instead of short-term gain. Further, we believe that stock-based awards are essential to attracting and retaining talented Board members.

2. **Cash Compensation.** Each Non-Employee Director will receive the following cash compensation:

   a. **All Non-Employee Directors.** Each Non-Employee Director will receive annual cash compensation in an amount equal to $76,500, accruing and payable on a quarterly basis at the end of each calendar quarter of service, as an annual retainer for his or her Board service.

   b. **Audit Committee Chair.** In addition to the compensation provided under any other provision of this Program, the chairperson of the Audit Committee will receive annual cash compensation in an amount equal to $10,000 accruing and payable on a quarterly basis at the end of each calendar quarter of service, as an annual retainer for his or her service as chairperson of the Audit Committee.

   c. **Compensation Committee Chair.** In addition to the compensation provided under any other provision of this Program, the chairperson of the Compensation Committee will receive annual cash compensation in an amount equal to $10,000 accruing and payable on a quarterly basis at the end of each calendar quarter of service, as an annual retainer for his or her service as chairperson of the Compensation Committee.

d. **Nominating and Corporate Governance Committee Chair.** In addition to the compensation provided under any other provision of this Program, the chairperson of the Nominating and Corporate Governance Committee will receive annual cash compensation in an amount equal to $10,000 accruing and payable on a quarterly basis at the end of each calendar quarter of service, as an annual retainer for his or her service as chairperson of the Nominating and Corporate Governance Committee.

In the event a Non-Employee Director does not serve as a Non-Employee Director, or in any of the applicable positions described above, for an entire calendar quarter, the retainer paid to such Non-Employee Director shall be pro-rated for the portion of such calendar quarter actually served as a Non-Employee Director, or in such other position, as applicable.

3. **Equity Compensation.** Each Non-Employee Director will receive the following equity awards under the Company Omnibus Incentive Plan (the "**Plan**") as consideration for service on the Board. Each equity award granted under this Program (an "**Award Agreement**") will be made in accordance with the Plan and will individually be approved by the Board or the Compensation Committee. Vesting of all equity awards granted under this Program will be as specified in the Award Agreement and will be subject to the Company's standard form of Award Agreement, as most recently adopted by the Board or Compensation Committee for use under this Program.

a. **Annual Equity Awards.** Each year, the Board or Compensation Committee will grant each continuing Non-Employee Director Restricted Stock Units ("**RSUs**") with a grant date fair market value of $ 93,500 which will vest quarterly and will be fully vested on the first anniversary of the grant date, subject to the Non-Employee Director's continued service through each such vesting date. Such annual equity awards will ordinarily be approved in conjunction with the annual stockholder meeting.

b. **Initial Equity Award**. If a new Non-Employee Director is elected or appointed to the Board at a time other than at the annual stockholder meeting, then the Board or Compensation Committee will grant the new Non-Employee Director an award of RSUs equal to the product of $93,500 and a fraction with (i) a numerator equal to the number of days between the date of the Director's initial election or appointment to the Board and the date which is the first anniversary of the date of the most recent annual stockholder meeting occurring before the new Non-Employee Director is elected or appointed to the Board, and (ii) a denominator equal to 365.

3. **Expenses.** The Company will reimburse Directors for ordinary, necessary and reasonable out-of-pocket travel expenses to cover in-person attendance at and participation in Board meetings, in accordance with the Company's applicable expense reimbursement policies and procedures as in effect from time to time.

Exhibit 10.9

FORM OF INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "**Agreement**"), made and entered into as of the [, 2021], by and between Mirion Technologies, Inc., a Delaware corporation (the "**Company**"), and [ ] ("**Indemnitee**").

W I T N E S S E T H:

WHEREAS, highly competent persons have become more reluctant to serve publicly-held corporations as directors or officers unless they are provided with adequate protection through insurance or adequate indemnification against risks of claims and actions against them arising out of their service to and activities on behalf of the corporation.

WHEREAS, the Board of Directors of the Company (the "**Board**") has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself.

WHEREAS, the Certificate of Incorporation of the Company (the "**Certificate of Incorporation**") provides that the Company shall indemnify and advance expenses to all directors and officers of the Company in the manner set forth therein and to the fullest extent permitted by applicable law, and the Certificate of Incorporation provides for limitation of liability for directors. In addition, Indemnitee may be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware ("**DGCL**"). The Certificate of Incorporation and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification.

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons.

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future.

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified.

WHEREAS, this Agreement is a supplement to and in furtherance of the Certificate of Incorporation and Amended and Restated Bylaws of the Company (the "**Bylaws**") and any resolutions adopted pursuant thereto and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

WHEREAS, Indemnitee does not regard the protection available under the Certificate of Incorporation and Bylaws and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director of the Company without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he or she be so indemnified.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

ARTICLE 1
CERTAIN DEFINITIONS

(a) As used in this Agreement:

"**Change of Control**" means any one of the following circumstances occurring after the date hereof: (i) there shall have occurred an event required to be reported with respect to the Company in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item or any similar schedule or form) under the Exchange Act, regardless of whether the Company is then subject to such reporting requirement; (ii) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) shall have become, without prior approval of the Company's Board by approval of at least a majority of the Continuing Directors, the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing a majority of the combined voting power represented by the Company's then outstanding voting securities (provided that, for purposes of this clause (ii), the term "person" shall exclude (x) the Company, (y) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (z) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company); (iii) there occurs a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than a majority of the combined voting power of the voting securities of the surviving entity outstanding immediately after such

merger or consolidation and with the power to elect at least a majority of the Board or other governing body of such surviving entity; (iv) all or substantially all the assets of the Company are sold or disposed of in a transaction or series of related transactions; (v) the approval by the stockholders of the Company of a complete liquidation of the Company; or (vi) the Continuing Directors cease for any reason to constitute at least a majority of the members of the Board.

"**Continuing Director**" means (i) each director on the Board on the date hereof or (ii) any new director whose election or nomination for election by the Company's stockholders was approved by a vote of at least a majority of the directors then still in office who were directors on the date hereof or whose election or nomination was so approved.

"**Corporate Status**" means the status of a person who is or was a director, officer, trustee, general partner, managing member, fiduciary, Board committee member, employee or agent of the Company or of any other Enterprise.

"**Disinterested Director**" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

"**Enterprise**" means the Company, any of its subsidiaries, branches, offices, affiliates and any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity or enterprise of which, in each case, Indemnitee is or was serving at the request of the Company as a director, officer, trustee, general partner, managing member, fiduciary, board of directors' committee member, employee or agent.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Expenses**" means all direct and indirect costs (including attorneys' fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses) reasonably incurred in connection with (i) prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding or (ii) establishing or enforcing a right to indemnification under this Agreement, the Certificate of Incorporation, applicable law or otherwise. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent. For the avoidance of doubt, Expenses, however, shall not include any Liabilities.

"**Independent Counsel**" means a law firm, or a member of a law firm, that is experienced in matters of corporate law and neither currently is, nor in the five years previous to its selection or appointment has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement or of other indemnitees under similar indemnification agreements) or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person

who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

"**Liabilities**" means any losses or liabilities, including any judgments, fines, excise taxes and penalties, penalties and amounts paid in settlement, arising out of or in connection with any Proceeding (including all interest, assessments and other charges paid or payable in connection with or in respect of any such judgments, fines, excise taxes and penalties, penalties or amounts paid in settlement).

"**Proceeding**" means any threatened, pending or completed action, derivative action, suit, claim, counterclaim, cross claim, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether civil (including intentional and unintentional tort claims), criminal, administrative or investigative, including any appeal therefrom, and whether instituted by or on behalf of the Company or any other party, or any inquiry or investigation that Indemnitee in good faith believes might lead to the institution of any such action, suit or other proceeding hereinabove listed in which Indemnitee was, is or will be involved as a party, potential party, non-party witness or otherwise by reason of any Corporate Status of Indemnitee, or by reason of any action taken (or failure to act) by him or her or of any action (or failure to act) on his or her part while serving in any Corporate Status.

(b) For the purposes of this Agreement:

References to "Company" shall include, in addition to the resulting or surviving 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 if Indemnitee 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, then Indemnitee shall stand in the same position under the provisions of this Agreement with respect to the resulting or surviving corporation as Indemnitee would have with respect to such constituent corporation if its separate existence had continued.

Reference to "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise tax assessed with respect to any employee benefit plan; references to "serving at the request of the Company" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Agreement.

Reference to "including" shall mean "including, without limitation," regardless of whether the words "without limitation" actually appear, references to the words "herein," "hereof" and "hereunder" and other words of similar import shall refer to this Agreement as a whole and not to any particular paragraph, subparagraph, section, subsection or other subdivision.

ARTICLE 2
SERVICES BY INDEMNITEE

Section 2.01. *Services By Indemnitee.* Indemnitee hereby agrees to serve or continue to serve as a director, officer or key employee of the Company, for so long as Indemnitee is duly elected or appointed or until Indemnitee tenders his or her resignation or is removed.

ARTICLE 3
INDEMNIFICATION

Section 3.01. *General.* (a) The Company hereby agrees to and shall indemnify Indemnitee and hold Indemnitee harmless from and against any and all Expenses and Liabilities, in either case, actually and reasonably incurred by Indemnitee or on Indemnitee's behalf by reason of Indemnitee's Corporate Status, to the fullest extent permitted by applicable law. The Company's indemnification obligations set forth in this Section 3.01 shall apply (i) in respect of Indemnitee's past, present and future service in any Corporate Status and (ii) regardless of whether Indemnitee is serving in any Corporate Status at the time any such Expense or Liability is incurred.

For purposes of this Agreement, the meaning of the phrase "to the fullest extent permitted by applicable law" shall include, but not be limited to:

(i) to the fullest extent permitted by any provision of the DGCL, or the corresponding provision of any successor statute, and

(ii) to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

(b) *Witness Expenses.* Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a witness in any Proceeding to which Indemnitee is not a party, he or she shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on his or her behalf in connection therewith.

(c) *Expenses as a Party Where Wholly or Partly Successful.* Notwithstanding any other provisions of this Agreement, to the fullest extent permitted by applicable law, to the extent that Indemnitee is a party to (or a participant in) and is successful, on the merits or otherwise, in any

Proceeding or in defense of any claim, issue or matter therein, in whole or in part, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or her in connection therewith. If Indemnitee is not wholly successful in such Proceeding, but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall, to the fullest extent permitted by applicable law, indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on his or her behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 3.02. *Exclusions.* Notwithstanding any provision of this Agreement and unless Indemnitee ultimately is successful on the merits with respect to any such claim, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act or similar provisions of state statutory law or common law or (ii) any reimbursement of the Company by Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "**Sarbanes-Oxley Act**"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act); or

(b) except as otherwise provided in Section 6.01(e), prior to a Change of Control, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee (other than any cross claim or counterclaim asserted by the Indemnitee), including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

ARTICLE 4
ADVANCEMENT OF EXPENSES; DEFENSE OF CLAIMS

Section 4.01. *Advances.* Notwithstanding any provision of this Agreement to the contrary, the Company shall advance any Expenses actually and reasonably incurred by Indemnitee in connection with any Proceeding within thirty (30) days after the receipt by the Company of each statement requesting such advance from time to time, whether prior to or after final disposition of any Proceeding. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee's ability to repay such amounts and without regard to

Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. Advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed.

Section 4.02. *Repayment of Advances or Other Expenses.* Indemnitee agrees that Indemnitee shall reimburse the Company for all Expenses advanced by the Company pursuant to Section 4.01, in the event and only to the extent that it shall be determined by final judgment or other final adjudication under the provisions of any applicable law (as to which all rights of appeal therefrom have been exhausted or lapsed) that Indemnitee is not entitled to be indemnified by the Company for such Expenses.

Section 4.03. *Defense of Claims.* The Company will be entitled to participate in the Proceeding at its own expense. The Company shall be entitled to assume the defense of any Proceeding with counsel consented to by Indemnitee (such consent not to be unreasonably withheld) upon the delivery by the Company to Indemnitee of written notice of the Company's election to do so. After delivery of such notice, consent to such counsel by Indemnitee and the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any fees or expenses of counsel subsequently incurred by Indemnitee with respect to such Proceeding; provided that (i) Indemnitee shall have the right to employ separate counsel in respect of any Proceeding at Indemnitee's expense and (ii) if (A) the employment of counsel by Indemnitee has been previously authorized in writing by the Company or (B) Indemnitee shall have reasonably concluded upon the advice of counsel that there is a conflict of interest between the Company and Indemnitee in the conduct of the defense of such Proceeding, then in each such case the fees and expenses of Indemnitee's counsel shall be at the Company's expense. The Company shall not settle any action, claim or Proceeding (in whole or in part) which would impose any Expense, judgment, fine, penalty or limitation on Indemnitee without Indemnitee's prior written consent, such consent not to be unreasonably withheld. Indemnitee shall not settle any action, claim or Proceeding (in whole or in part) without the Company's prior written consent, such consent not to be unreasonably withheld.

ARTICLE 5
PROCEDURES FOR NOTIFICATION OF AND DETERMINATION OF ENTITLEMENT TO INDEMNIFICATION

Section 5.01. *Notification; Request For Indemnification.* (a) As soon as reasonably practicable after receipt by Indemnitee of written notice that he or she is a party to or a participant (as a witness or otherwise) in any Proceeding or of any other matter in respect of which Indemnitee intends to seek indemnification or advancement of Expenses hereunder, Indemnitee shall provide to the Company written notice thereof, including the nature of and the facts underlying the Proceeding. The omission by Indemnitee to so notify the Company will not relieve the Company from any liability which it may have to Indemnitee hereunder or otherwise.

(b) To obtain indemnification under this Agreement, Indemnitee shall deliver to the Company a written request for indemnification, including therewith such information as is

reasonably available to Indemnitee and reasonably necessary to determine Indemnitee's entitlement to indemnification hereunder. Such request(s) may be delivered from time to time and at such time(s) as Indemnitee deems appropriate in his or her sole discretion. Indemnitee's entitlement to indemnification shall be determined according to Section 5.02 of this Agreement and applicable law.

Section 5.02. *Determination of Entitlement.* (a) Where there has been a written request by Indemnitee for indemnification pursuant to Section 5.01(b), then as soon as is reasonably practicable (but in any event not later than 60 days) after final disposition of the relevant Proceeding, a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case: (i) if a Change of Control shall not have occurred, (A) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (C) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee; or (ii) if a Change of Control shall have occurred, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee. If it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within twenty (20) days after such determination. Indemnitee shall reasonably cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) actually and reasonably incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification).

(b) If entitlement to indemnification is to be determined by Independent Counsel pursuant to Section 5.02(a)(ii), such Independent Counsel shall be selected by Indemnitee, and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. If entitlement to indemnification is to be determined by Independent Counsel pursuant to Section 5.02(a)(i)(C) (or if Indemnitee requests that such selection be made by the Board), such Independent Counsel shall be selected by the Company in which case the Company shall give written notice to Indemnitee advising him or her of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within 10 days after such written notice of selection shall have been received, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 1 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such

objection is withdrawn or a court of competent jurisdiction has determined that such objection is without merit. If, within 20 days after the later of submission by Indemnitee of a written request for indemnification pursuant to Section 5.01(b) hereof and the final disposition of the Proceeding, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition a court of competent jurisdiction for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 5.02(a) hereof. Upon the due commencement of any judicial proceeding pursuant to Section 6.01(a) of this Agreement, the Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(c) The Company agrees to pay the reasonable fees and expenses of any Independent Counsel serving under this Agreement.

Section 5.03. *Presumptions and Burdens of Proof; Effect of Certain Proceedings.*(a) In making any determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 5.01(b) of this Agreement, and the Company shall, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of any person, persons or entity to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by any person, persons or entity that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) If the person, persons or entity empowered or selected under Section 5.02 of this Agreement to determine whether Indemnitee is entitled to indemnification shall not have made a determination within the sixty (60) day period referred to in Section 5.02(a), the requisite determination of entitlement to indemnification shall, to the fullest extent not prohibited by law, be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; *provided*, however, that such 60-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto.

(c) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

(d) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is in good faith reliance on the records or books of account of any Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of such Enterprise in the course of their duties, or on the advice of legal counsel for such Enterprise or on information or records given or reports made to such Enterprise by an independent certified public accountant or by an appraiser or other expert selected by such Enterprise. The provisions of this Section 5.03(d) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee may be deemed or found to have met the applicable standard of conduct set forth in this Agreement.

(e) The knowledge and/or actions, or failure to act, of any other director, trustee, partner, managing member, fiduciary, officer, agent or employee of any Enterprise shall not be imputed to Indemnitee for purposes of determining any right to indemnification under this Agreement.

ARTICLE 6
REMEDIES OF INDEMNITEE

Section 6.01. *Adjudication*. (a) In the event of any dispute between Indemnitee and the Company hereunder as to entitlement to indemnification or advancement of Expenses (including where (i) a determination is made pursuant to Section 5.02 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 4.01 of this Agreement, (iii) payment of indemnification pursuant to Section 3.01 of this Agreement is not made within twenty (20) days after a determination has been made that Indemnitee is entitled to indemnification, (iv) no determination as to entitlement to indemnification is timely made pursuant to Section 5.02 of this Agreement and no payment of indemnification is made within ten (10) days after entitlement is deemed to have been determined pursuant to Section 5.03(b)) or (v) a contribution payment is not made in a timely manner pursuant to Section 8.04 of this Agreement, then Indemnitee shall be entitled to an adjudication by a court of his or her entitlement to such indemnification, contribution or advancement.

(b) In the event that a determination shall have been made pursuant to Section 5.02(a) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 6.01 shall be conducted in all respects as a *de novo* trial on the merits, and Indemnitee shall not be prejudiced by reason of that adverse determination. In

any judicial proceeding commenced pursuant to this Section 6.01 the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be, and the Company may not refer to or introduce into evidence any determination pursuant to Section 5.02(a) of this Agreement adverse to Indemnitee for any purpose. If Indemnitee commences a judicial proceeding pursuant to this Section 6.01, Indemnitee shall not be required to reimburse the Company for any advances pursuant to Section 4.02 until a final determination is made with respect to Indemnitee's entitlement to indemnification (as to which all rights of appeal have been exhausted or lapsed).

(c) If a determination shall have been made pursuant to Section 5.02(a) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 6.01, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 6.01 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement.

(e) The Company shall indemnify Indemnitee to the fullest extent permitted by law against all Expenses and, if requested by Indemnitee, shall (within twenty (20) days after the Company's receipt of such written request) advance such Expenses to Indemnitee, which are reasonably incurred by Indemnitee in connection with any judicial proceeding brought by Indemnitee for (i) indemnification or advances of Expenses by the Company (or otherwise for the enforcement, interpretation or defense of his or her rights) under this Agreement or any other agreement, including any other indemnification, contribution or advancement agreement, or any provision of the Certificate of Incorporation or Bylaws now or hereafter in effect or (ii) recovery or advances under any directors' and officers' liability insurance policy maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, contribution, advancement or insurance recovery, as the case may be.

ARTICLE 7
DIRECTORS' AND OFFICERS' LIABILITY INSURANCE

Section 7.01. *D&O Liability Insurance.* The Company shall obtain and maintain a policy or policies of insurance ('**D&O Liability Insurance**") with reputable insurance companies providing liability insurance for directors and officers of the Company in their capacities as such (and for any capacity in which any director or officer of the Company serves any other Enterprise at the request of the Company), in respect of acts or omissions occurring while serving in such capacity.

Section 7.02. *Evidence of Coverage.* Upon request by Indemnitee, the Company shall provide copies of all policies of D&O Liability Insurance obtained and maintained in accordance with Section 7.01 of this Agreement. The Company shall promptly notify Indemnitee of any changes in such insurance coverage.

ARTICLE 8
MISCELLANEOUS

Section 8.01. *Nonexclusivity of Rights.* The rights of indemnification, contribution and advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled to under applicable law, the Certificate of Incorporation, the Bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

Section 8.02. *Insurance and Subrogation.* (a) Indemnitee shall be covered by the Company's D&O Liability Insurance in accordance with its or their terms to the maximum extent of the coverage available for any director or officer under such policy or policies. If, at the time the Company receives notice of a claim hereunder, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies. The failure or refusal of any such insurer to pay any such amount shall not affect or impair the obligations of the Company under this Agreement.

(b) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(c) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable (or for which advancement is provided) hereunder if and to the extent that Indemnitee has actually received such payment under any insurance policy or other indemnity provision.

Section 8.03 The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, fiduciary, board of directors' committee member, employee or agent of any other Enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such Enterprise.

Section 8.04. *Contribution.* To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving rise to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

Section 8.05. *Amendment.* This Agreement may not be modified or amended except by a written instrument executed by or on behalf of each of the parties hereto. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit, restrict or reduce any right of Indemnitee under this Agreement in respect of any act or omission, or any event occurring, prior to such amendment, alteration or repeal. To the extent that a change in applicable law, whether by statute or judicial decision, (i) permits greater indemnification, contribution or advancement of Expenses than would be afforded currently under the Certificate of Incorporation and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change or (ii) limits rights with respect to indemnification, contribution or advancement of Expenses, it is the intent of the parties hereto that the rights with respect to indemnification, contribution or advancement of Expenses in effect prior to such change shall remain in full force and effect to the extent permitted by applicable law.

Section 8.06. *Waivers.* The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce such term only by a writing signed by the party against which such waiver is to be asserted. Unless otherwise expressly provided herein, no delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Section 8.07. *Entire Agreement.* This Agreement and the documents referred to herein constitute the entire agreement between the parties hereto with respect to the matters covered hereby, and any other prior or contemporaneous oral or written understandings or agreements with respect to the matters covered hereby are superseded by this Agreement, provided that this Agreement is a supplement to and in furtherance of the Certificate of Incorporation and Bylaws of the Company and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

Section 8.08. *Severability.* If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Section 8.09. *Notices.* All notices, requests, demands and other communications under this Agreement shall be in writing (which may be by email or facsimile transmission). All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:30 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt. The address for notice to the Company is:

Mirion Technologies, Inc.
1218 Menlo Drive
Atlanta, Georgia 30318
Attention: General Counsel
E-mail: legal@mirion.com

The address for notice to Indemnitee is set forth on the signature page of this Agreement. Any party may change the address for notice by giving written notice to the other party as provided herein.

Section 8.10. *Binding Effect.* (a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director or officer of the Company.

(b) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company, spouses, heirs, and executors, administrators, personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all, or a substantial part of the business or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the manner and to the same extent that the Company would be required to perform if no such succession had taken place.

(c) The indemnification, contribution and advancement of Expenses provided by, or granted pursuant to this Agreement shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, administrators, legatees and assigns of such a person.

Section 8.11. *Governing Law.* This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules.

Section 8.12. *Consent to Jurisdiction.* The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "**Delaware Court**"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

Section 8.13. *Headings.* The Article and Section headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

Section 8.14. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement. Counterparts may be delivered via facsimile, Adobe Acrobat (PDF), electronic mail (including any electronic signature covered by 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 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.

Section 8.15. *Use of Certain Terms.* As used in this Agreement, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular paragraph, subparagraph, section, subsection, or other subdivision. Whenever the context may require, 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.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered to be effective as of the date first above written.

MIRION TECHNOLOGIES, INC.

By: _____
Name:
Title:

[*Signature Page to Indemnification Agreement*]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered to be effective as of the date first above written.

INDEMNITEE:

_____

Address:

With a copy to:

Address:
Attention:
Email:

Exhibit 14.1

CODE OF
ETHICS AND BUSINESS CONDUCT

United States

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REVISION HISTORY

June 2, 2006: The Mirion Code of Ethics and Business Conduct was first adopted by the Mirion Board of Directors.

June 12, 2008: The Mirion Code of Ethics and Business Conduct was updated and approved by the Mirion Board of Directors for implementation in all U.S. locations and localized versions prepared for implementation in non U.S. locations.

Feb. 9, 2012: The Mirion Code of Ethics and Business Conduct was updated and approved by the Mirion Board of Directors for implementation in all U.S. locations and localized versions prepared for implementation in non U.S. locations.

Oct. 20, 2021: The Mirion Code of Ethics and Business Conduct was updated in connection with the listing of the Company's securities and approved by the Mirion Board of Directors for implementation in all U.S. locations and localized versions prepared for implementation in non U.S. locations.

1. Introduction

Mirion Technologies has adopted this Code of Ethics and Business Conduct to communicate to all Mirion people the ethical and legal standards that we, as a company, observe and that we expect you to observe when working for Mirion, your Mirion colleagues, and others with whom we do business. Throughout this Code, we use the terms “Mirion people,” “you” and “your” to refer to all Mirion employees, officers and directors, and the terms “Mirion,” the “Company,” “we” and “our” to refer to Mirion and its subsidiaries. We use the term “Code” to refer to this document, as it may be amended from time to time. We use the term “Chief Compliance Officer” to mean the person designated as such by our Board of Directors.

We expect all Mirion people to act ethically and obey the law. Central to the Mirion culture are our values of Integrity, Commitment, Accountability, Innovation and Respect. This Code of Ethics and Business Conduct shows you how these values can guide you as you make decisions for and on behalf of Mirion every day. When you encounter ethical or legal issues where you are not certain about the correct course of action, you should use the principles described in this Code as guideposts in deciding how to proceed. This Code addresses the following general topics:

- Observing all laws and regulations
- Avoiding conflicts of interest
- Maintaining accurate and complete company records
- Protecting proprietary information
- How to ask questions and raise concerns

Because rapid changes in our industry and in the law constantly present new issues, we cannot create guidelines that address all circumstances or constitute the definitive answer on any question. When you are in doubt about the correct or best course of action, you should always consider consulting your supervisor, the Mirion Legal Department and/or the Chief Compliance Officer for guidance.

We firmly believe that a strong commitment to ethical and legal conduct is essential for us to successfully achieve our purpose and vision and we therefore require that all Mirion people comply with this Code. Nonetheless, to the extent that anything in this Code conflicts with applicable law or collective bargaining agreements, the applicable law or collective bargaining agreement shall prevail. We also require that Mirion people report issues of ethical concern known to them that involve others. This includes any supervisory employee who directs, approves, or has knowledge of violations. To help ensure compliance, we have established a procedure for reporting suspected violations of this Code. Any violations of this Code may result in disciplinary action, including termination of employment. These matters are described in more detail at the end of this Code.

2. Observing all Laws and Regulations

2.1 Generally

You must comply with all applicable laws and regulations, both domestic and international, whether at a local, state or federal level and refrain from dishonest or unethical conduct. When laws and regulations are ambiguous and difficult to interpret, we expect you to make a good-faith effort to follow both the letter and the spirit of the law and to ask for guidance as needed.

You must also comply with all Mirion policies and procedures that apply to you.

We modify or update these policies and procedures from time to time, and we also adopt new Company policies and procedures from time to time. You are also expected to observe the terms of any confidentiality agreement, employment agreement or other similar agreement that applies to you. If you previously signed one of these agreements with Mirion, it remains in full force and effect.

Mirion people shall deal fairly with customers, suppliers, competitors, the public and one another at all times and in accordance with the ethical business practices set out in this Code of Ethics and Business Conduct. No one shall take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair dealing practice. No bribes, kickbacks or other similar payments in any form shall be made directly or indirectly to or for anyone for the purpose of obtaining or retaining business or obtaining any other favorable action. Mirion and any employee, officer or director involved in any such activities or practices may be subject to disciplinary action as well as potential civil or criminal liability for violation of this policy.

2.2 Bribery

2.2.1 Offering Giving, Receiving or Requesting Bribes

Bribery is forbidden under the laws and regulations of all of the jurisdictions in which we conduct business, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010, France's Sapin II law as well as many other laws and regulations in each of the countries in which we operate.

Mirion has a zero-tolerance policy for bribery and corruption in all of its forms.

Mirion and its people must comply with all anti-corruption laws and regulations of every country in which we operate. These anti-corruption laws strictly prohibit the offer and payment of bribes and other illegal payments to government officials and others with which Mirion does business. Bribery is the offer, promise, authorization, or payment of anything of value, either directly, or indirectly through a third-party, to a government official or private individual, in order to secure any improper advantage for Mirion, our staff or our business partners. This could be in connection with the winning of a contract, or for any other matter that could benefit the company, such as obtaining licenses or permits or visas for our staff. It is also illegal and a breach of this Code for Mirion people to accept bribes, kickbacks or other improper payments from those with which we do business.

Bribes need not be made in cash to be illegal. Anything that has value to the recipient (or their family members or associates) can constitute a bribe. This could include gifts, favors, performing services for free, contracts, offers of employment or other business opportunities, charitable donations, political contributions, payment of medical, educational, or living expenses, travel, meals, lodging, shopping, or entertainment expenses.

In light of these severe restrictions and penalties associated with bribery, and because it is against Mirion's commitment to conducting business ethically, you may not give any bribes, kickbacks or other similar considerations either directly or indirectly, to any person or organization (including but not limited to personnel of private businesses, governmental agencies, or state-owned enterprises) to attract or facilitate business. You may also never request or receive a bribe or kickback in connection with your work for the Company.

We must ensure that those acting for or on our behalf, and all those that provide services to Mirion also act compliantly and do not pay bribes on our behalf. Arrangements should not be entered into with any

business partner without first assessing the corruption risk of the engagement and conducting appropriate due diligence. Once engaged, business partners should be monitored to ensure they are acting ethically and compliantly and so as to be alert to any red flags. Fees, commissions or other amounts paid to outside consultants, agents or other third parties must be fully and properly disclosed in our financial books and records and must be legal, proper and reasonable in relation to customary commercial practice, and only be made in return for the provision of real, legitimate and necessary goods or services. Payments to a third party may never be used to accomplish indirectly what Mirion or its people could not properly or legally do directly themselves. If your position with the Company so entails, you may offer modest and occasional business entertainment in the form of meals and beverages, but even here, you must be cautious: even business entertainment can be a bribe if they are lavish or frequent. Other forms of entertainment (such as tickets to local sporting, civic or cultural events) are allowed if reasonable, customary and not excessive. All expenses must be incurred and approved in accordance with Mirion's expense policies.

While the risk of bribery exists in any transaction, even with commercial counterparties, particular care must be taken when dealing with public officials. Please refer to the Mirion Policy on Dealing with Public Officials.

Strict regulations also apply in the U.S. government contracts context, see Mirion's policy on Dealing with the United States Government.

2.2.2 Receiving Gifts of Favors

All business decisions must be made on the basis of the merits of the underlying transaction and in a way that preserves Mirion's integrity. To avoid the implication of impropriety that your decisions may be influenced by a gift or favor, you must decline any gift, favor, entertainment or anything else of value from current or prospective intermediaries, clients, suppliers or contractors or their representatives **except for**:

- Gifts that do not have substantial monetary value given at holidays or other special occasions. In the event that you receive any gift with a fair market value in excess of $200, you must report it to your supervisor promptly. Members of the Mirion CEO's Operating Committee must report such gifts in writing, on a periodic basis, to the Audit Committee of the Board of Directors;
- Reasonable entertainment at lunch, dinner or business meetings where the return of the expenditure on a reciprocal basis is likely to occur and would be properly chargeable as a business expense; or
- Other routine entertainment that is business-related such as sports outings or cultural events is acceptable under this policy only if reasonable, customary, infrequent and not excessive.

You must exercise good business judgment in deciding which situations are acceptable or not. If you are ever in doubt as to the acceptability of any entertainment activity, please seek guidance.

2.3 Compliance with Applicable Export Controls, Sanctions and Trade Controls

You are expected to comply with the legal requirements of each country in which you conduct Mirion business as well as with all U.S. laws insofar as they apply in other countries.

It is Company policy that all employees involved in international sales and/or daily export functions will use Mirion's Export Management Compliance Program ("**EMCP**") to comply with, and become more

knowledgeable about, the export laws of the United States and of the other countries in which Mirion does business. Violations of the U.S. Export Administration Regulations or other applicable export laws and regulations can result in criminal and administrative charges that could result in the loss of export privileges, fines and/or imprisonment. Violations of the export control regimes of other countries could also result in severe repercussions. Employee cooperation is required to ensure that all requirements of the EMCP are met.

As of the date of this edition of the Code, the United States prohibits U.S. persons (that is, both individuals and companies) from virtually all dealings with and in Cuba, Crimea, Iran, North Korea, Syria, and with the government of Venezuela as well as with a lengthy list of entities and individuals that the United States considers to be closely associated with the sanctioned countries (even if not physically located there) or that are considered terrorists, human rights violators, or traffickers of either narcotics or weapons of mass destruction. The Mirion Legal Department distributes updated information to the Site Export Compliance Coordinator at each Mirion manufacturing site. If you have questions about which countries are on the current list, please contact your Site Export Compliance Coordinator or the Mirion Legal Department.

Our Board of Directors has adopted a sanctions policy that is applicable to the business transactions engaged in by both our U.S. and non-U.S. subsidiaries.

It is our policy for all non-U.S. subsidiaries and all of their employees, officers and directors, to comply with U.S. law to the extent applicable to them. This includes complying with the requirement that any personnel who are U.S. citizens or permanent residents of the United States may not be involved in any potential or actual activities prohibited for U.S. persons to engage in under U.S. economic sanctions programs. These rules are complex, and advice must be sought from Mirion's Legal Department in any situation where any non-U.S. subsidiary or Mirion person intends to engage in an activity which would be prohibited if engaged in by a U.S. person.

Also, Mirion's U.S.-based employees, officers and directors may not participate in, or facilitate activities by, non-U.S. persons if those activities would be prohibited for U.S. persons. Accordingly, all U.S.-based Mirion officers and employees must refrain from involvement of any kind with activities of all non-U.S. subsidiaries of Mirion that are prohibited for U.S. persons. There are, however, limited exceptions to these prohibitions, so you should contact Mirion's Legal Department if there is a need for U.S. persons to be involved in particular transactions to determine whether this is possible within the applicable requirements of U.S. law.

If you have any questions regarding these legal requirements, please contact the Mirion Legal Department.

2.4 Dealing With Government Entities

Because of the nature of Mirion's products and services, we may often come into contact with public officials and government entities. Many additional laws and regulations apply when dealing with either the U.S. or other national, state or local government agencies or bodies, whether as clients, regulators or otherwise. These rules are complex and apply to the bidding for, execution of and invoicing for government work, and many other topics. Mirion has developed specific policies that address these requirements and what is expected of Mirion people when dealing with government entities, and Mirion people must comply with all such policies and procedures Please refer to the Mirion Policy on Dealing with the United States Government.

2.5 Political Contributions

We do not make contributions or payments that could be considered a contribution to political parties or candidates or to intermediary organizations such as political action committees. However, you are free to exercise your right to make personal political contributions within legal limits, unless these contributions are otherwise prohibited by other Mirion policies. You must not make these contributions in a way that might appear to be an endorsement or contribution by Mirion. You must be certain that you understand, and are complying with, all such laws and regulations before making any political contributions. We will not reimburse you for political contributions in any way, and no Mirion assets or facilities may be used in furtherance of political activities.

2.6 Antitrust/Anti-Monopoly

Antitrust laws generally prohibit agreements or actions that restrain trade or reduce competition. The free enterprise system rests on the notion that free and open competition is the best way to ensure an adequate supply of products and services at reasonable prices. We expect you to adhere to both the spirit and the letter of all applicable antitrust laws governing competition in any country in which Mirion does business, including the United States. Violation of antitrust laws can result in severe civil and criminal penalties, including imprisonment for individuals, and Mirion can be subjected to substantial fines and damage awards.

2.6.1 Dealing with Competitors

The following agreements, arrangements or understandings between Mirion and its competitors (whether oral or in writing) are prohibited:

- Agreements that affect the price or other terms or conditions of sale of products or the terms on which we invest;
- Agreements regarding the companies to whom Mirion will, or will not, sell or provide services;
- Agreements to refuse to invest in or sell to particular businesses or to refuse to buy from particular businesses;
- Agreements that limit the types of goods and services that Mirion will provide; and
- Agreements to rig bids or collude in connection with the award of bids or proposals.

Contacts with our competitors are sensitive and risky, because courts can infer an agreement or collusion from these contacts when they are followed by common action or behavior. We recognize that we may need to work with our competitors in the regular course of our business, however in all contacts with our competitors, you must not discuss prices, costs, competition, division of markets, marketing plans or studies, or any other proprietary or sensitive information. All Mirion people must follow exemplary standards of conduct when dealing with competitors so as to project at all times a professional image on behalf of Mirion and protect Mirion from any suggestion of improper conduct.

If any competitor initiates a discussion with you involving the subjects above, you must immediately excuse yourself from the conversation and report the matter to the Mirion Legal Department.

2.6.2 Dealing with Customers

Our customers must be free to decide when, and under what conditions, they will purchase goods and services from us. While we may request or recommend certain terms and conditions for doing business, we or they cannot take coercive action to require others to comply with these requests or recommendations.

2.7 Government Classified Information

Because of the nature of Mirion's government customers, and the products and services Mirion provides, Mirion people may work with classified information (i.e., information classified by the government as subject to strict restrictions on use or disclosure). In such case, Mirion people must comply strictly at all times with all applicable laws and policies concerning the handling and safeguarding of such classified information. Mirion people must handle and safeguard all classified information strictly in accordance with established procedures, and must not communicate or distribute such information to unauthorized persons or discuss such information in places where unauthorized persons might overhear or access such information. False certifications by Mirion's employees or third-party contractors regarding the handling of classified information can result in criminal or civil liability.

2.8 Quality of Public Disclosures

Mirion has a responsibility to provide full and accurate information in our public disclosures, in all material respects, about Mirion's financial condition and results of operations. Our reports and documents filed with or submitted to the Securities and Exchange Commission and our other public communications shall include full, fair, accurate, timely and understandable disclosure, and Mirion has established a Disclosure Committee consisting of senior management to assist in monitoring such disclosures. Mirion people must ensure that all disclosures are accurate and must follow all policies and procedures in place at Mirion to ensure that public disclosures are controlled. Including:

2.8.1 Contacts with Reporters, Analysts and Other Media

Because of the importance of the legal requirements regarding disclosure of certain information to our investors, we must make certain that any information regarding our business, financial condition or operating results that is released to the public is accurate and consistent. As result, you must not discuss internal Mirion matters with anyone outside of Mirion except as clearly required in the performance of your job duties. This prohibition applies particularly to inquiries about Mirion made by the news media, securities analysts or investors. All responses to these inquiries must be made only by Mirion's corporate officers (and individuals specifically designated by them), who are authorized to information about Mirion with the news media, securities analysts and investors. If you receive inquiries from these sources, you must immediately refer them to one of these authorized spokespersons.

The foregoing restrictions also apply with regard to the disclosure of information through social media. For example, Mirion people must not post confidential, proprietary or trade secret information regarding the Company or our customers on social media.

2.9 Trading on Inside Information

You may not trade in Company securities (such as stock, options, derivatives), or provide a family member, friend or any other person with a "tip" about Company securities, while you are in possession of material inside information about the Company. Material inside information about the Company includes information about a significant pending transaction, contract or customer, among other things. All non-public, Company information is considered inside non-public information about the Company. This information must never be used for personal gain.

In addition, Mirion people who learn of material, non-public information about the Company's suppliers, customers, or competitors, business partners or any other companies (including, e.g., companies that

are acquisition targets) through their work at the Company, shall keep that information confidential and not buy or sell securities (such as stock, options, derivatives) in such companies while in possession of that information. Mirion people must also not give tips about such securities.

You are required to familiarize yourself and comply with Mirion's Statement of Policy Concerning Trading in Company Securities. You should contact the Legal Department with any questions about your ability to buy or sell securities

2.10 Data Privacy, Protection and Security

We respect and value the privacy of all Mirion people, suppliers, partners, customers and others with which the Company does business.

The collection, use, storage, and international transfer of personal data is increasingly subject to regulation, including but not limited to under the European General Data Protection Regulation ("GDPR"). Personal data includes any information that could identify an individual. Personal data can include contact details, personal profiles, voice, images and the locations of individuals or their devices or applications. When in doubt, treat the information as personal data.

We strive to protect the privacy of personal information of others. We will only collect, use, process, and disclose an individual's personal information in accordance with applicable law, our internal policies and our contractual obligations.

We have taken steps to ensure that the data that we hold belonging to Mirion, our people, clients and others with which we do business are secure. You must comply with all policies and procedures of Mirion related to data and cyber security, and not take any steps that may compromise, undermine or circumvent those protections.

2.11 Discrimination and Harassment

We treat each other with respect and dignity and have a zero tolerance of discrimination or harassment in any form.

We are committed to maintaining a culture of diversity and make all employment decisions based on a principle of mutual respect and dignity consistent with applicable laws. Mirion strictly prohibits discrimination or harassment of any kind.

You must not engage in or tolerate harassment through any means, including verbal,non-verbal, physical or online. Abusive, offensive, humiliating or intimidating behavior is never acceptable.

2.12 Health and Safety

We are committed to providing a safe and healthy working environment for all Mirion people. We recognize that some areas of Mirion's business, including those related to nuclear and radioactive materials are particularly sensitive and highly regulated. All Mirion people are responsible for understanding the risks and hazards in the workplace and for knowing and complying with all stated and applicable health and safety rules and procedures imposed by Mirion or applicable law.

Any concerns with respect to health and safety matters must be reported immediately to [xx], or by using any of the reporting channels identified below.

2.13 Environment

We look for opportunities to minimize the environmental impacts of our business and products, including reducing energy consumption, carbon emissions and waste. We manage environmental issues actively, openly and ethically, and comply with all applicable environmental laws and regulatory requirements.

3. Avoiding Conflicts of Interest

3.1 Generally

All Mirion people have a duty of loyalty to act in Mirion's best interests. We expect you to avoid situations and relationships that involve actual or potential conflicts of interest. Generally, a conflict of interest arises whenever your personal interests interfere in any way, or even appear to interfere, with your responsibilities to Mirion, or with Mirion's best interests. Put another way, a conflict of interest is created whenever an activity, association or relationship of yours might impair your independent exercise of judgment in Mirion's best interest.

Examples of situations that could create conflicts of interest and must be avoided, or subject to prior approval, include:

- Conducting Mirion business with a company owned, partially-owned or controlled by you or a member of your family;
- Ownership of more than one percent of the stock of a company that competes or does business with Mirion (other than indirect ownership as a result of owning a widely-held mutual fund);
- Working as an employee or a consultant for a competitor, regulatory government entity, client or supplier of Mirion;
- Receiving a loan or guarantee of an obligation as a result of your position with Mirion;
- Doing any work for a third party that may adversely affect your performance or judgment on the job or diminish your ability to devote the necessary time and attention to your duties;
- Doing work for Mirion that represents a conflict with prior, particularly government employment, or any contractual restrictions placed on you related to the same; or
- Appropriating or diverting to yourself or others any business opportunity or idea in which Mirion might have an interest.

These situations (and others like them), where your loyalties to Mirion could be compromised, must be avoided. If you believe that you are involved in a potential conflict of interest, promptly discuss it with your supervisor or the Mirion Legal Department. If conflict is determined to exist, you must disengage from the conflict situation, take the actions determined by the Mirion Legal Department needed to mitigate the conflict, or terminate your employment with Mirion.

3.2 Corporate Opportunities

Mirion people are prohibited from taking for themselves business opportunities that are discovered through the use of corporate property, information or position. No employee, officer or director may use corporate property, information or position for personal gain, and no employee, officer or director may

compete with Mirion. Competing with Mirion may involve engaging in the same line of business as Mirion, or any situation where the employee, officer or director takes away from Mirion opportunities for sales or purchases of products, services or interests. Employees, officers and directors owe a duty to Mirion to advance its legitimate interests when the opportunity to do so arises.

4. Use of Our Assets and Those of Others

You are responsible for the proper use of Mirion's physical resources and property, as well as its proprietary information.

4.1 Physical Assets and Property

Our offices, equipment, supplies and other resources may not be used for activities that are not related to your employment with Mirion, except for any activities that have been approved in writing in advance by us, or for personal usage that is minor in amount and reasonable. If you are found to be engaging in, or attempting, theft of any Mirion property, including documents, equipment, intellectual property, personal property of other employees, cash or any other items of value, you may be subject to immediate termination of your employment and possible criminal proceedings. We expect you to report any theft or attempted theft to your supervisor or the Mirion Legal Department.

4.2 Intellectual Property

Proprietary words, slogans, symbols, logos or other devices used to identify Mirion and its proprietary methods and services are important business tools and valuable assets, which require care in their use and treatment. You may not negotiate or enter into any agreement respecting Mirion's trademarks, service marks or logos without first consulting a member of the Mirion Legal Department.

We also respect the intellectual property rights of others. Thus, using the trademark or service mark of, or "referencing" for marketing purposes, another company even one with whom Mirion has business relationship), requires clearance or approval by our Legal Department, to determine whether the use of that other company's mark is proper. You must avoid the unauthorized use of copyrighted or patented materials of others and should ask a member of the Legal Department if you have any questions regarding the permissibility of photocopying, excerpting, electronically copying or otherwise using copyrighted or patented materials. In addition, simply because material is available for copying such as content or images downloaded from the internet) does not mean that it is automatically legal or permissible to copy or distribute.

5. Maintaining Accurate and Complete Company Records

5.1 Accounting and Financial Records

We are required under U.S. federal securities laws and generally accepted accounting principles to keep books, records and accounts that accurately reflect all transactions and to provide an adequate system of internal accounting and controls. We expect you to ensure that those portions of our books, records and accounts for which you have responsibility are valid, complete, accurate and supported by appropriate documentation in verifiable form.

You must not:

- Improperly accelerate or defer expenses or revenues to achieve financial results or goals;
- Deviate from any accounting standards applicable to Mirion;

- Participate in the valuation of any of our assets at a value other than that required by law;
- Maintain any undisclosed or unrecorded funds or “off the book” assets;
- Establish or maintain improper, misleading, incomplete or fraudulent accounting documentation or financial reporting;
- Make any payment for purposes other than those described in the documents supporting the payment;
- Submit or approve any expense report where you know or suspect that any portion of the underlying expenses were not incurred are not accurate; or
- Sign any documents believed to be inaccurate or untruthful.

All Mirion people who exercise supervisory duties over Mirion assets or records are expected to establish and implement appropriate internal controls over all areas of their responsibility. This will help ensure the safeguarding of Mirion’s assets and the accuracy of our financial records and reports. We have adopted and will continue to adopt various types of internal controls and procedures as required to meet internal needs and applicable laws and regulations. We expect you to follow these controls and procedures to the extent they apply to you, to assure the complete and accurate recording of all transactions.

Any accounting entries or adjustments that materially depart from generally accepted accounting principles must be approved by our Audit Committee or Board of Directors and reported to our independent auditors. You must not interfere with or seek to influence improperly directly or indirectly the review or auditing of our financial records by our Audit Committee, Board of Directors or independent auditors.

If you become aware of any questionable transaction or accounting practice, we expect you to report the matter immediately to the Mirion Legal Department or to a member of our Audit Committee.

You must not create, nor permit to be created anyoff-books, or “slush” funds, that could be used for improper purposes. You must report all material off-balance-sheet transactions, arrangements and obligations and other relationships outside the ordinary course of business with third parties that may have material current or future effects on our financial condition or operations of the Company to our Legal Department or to a member of our Audit Committee.

5.2 Retention of Documents

Certain types of documents and records must be retained for specific periods of time, because of legal and regulatory requirements, or contractual obligations to our providers of capital or others. These periods of time, and the types of documents and records covered, may vary from time to time and will be announced as appropriate. We expect you to comply with those document retention requirements that apply to you. If you are working with these types of documents and records, or are uncertain whether the documents or records you are working with are subject to these “retention” requirements, please consult with your supervisor or the Mirion Legal Department.

Whenever you become aware that documents or records of any type may be required in connection with lawsuit or government investigation, you must preserve all possibly relevant documents. This means that you must immediately stop disposing of or altering those documents pertaining to the subjects of the litigation or investigation, even if that activity is ordinary or routine. If you are uncertain whether documents or records under your control must be preserved because they might relate to a lawsuit or investigation, you should contact a member of our executive team or our Legal Department.

6. Protecting Proprietary Information

6.1 Protecting Mirion Proprietary Information

You will often have access to information that is private to Mirion, has not been made public and constitutes trade secrets or proprietary information. Protection of this information is critical to our ability to grow and compete.

Under the laws of most jurisdictions where we do business, trade secrets are legally protected property as long as they remain secret (meaning not generally or publicly known).

Your obligations with respect to our proprietary trade secrets and proprietary information are:

- Not to disclose the information outside of Mirion;
- Not to use the information for any purpose except to benefit Mirion's business; and
- Not to disclose the information within Mirion, except to other Mirion people who need to know, or use, the information and are aware that it constitutes a trade secret or proprietary information.

These obligations continue even after you leave Mirion until the information becomes publicly available or until Mirion no longer considers it a trade secret or proprietary information. Any documents, papers or records that contain trade secrets or proprietary information are our property and must remain at the Company. In certain cases, Mirion people have also executed nondisclosure agreements, employment agreements or other similar agreements that govern their obligations with respect to our information.

Mirion's proprietary trade secrets and proprietary information may include, among other things, information regarding our operations, business plans, investments, customers, strategies, trade secrets, records, finances, assets, data or other information that reveals the processes, methodologies or "know how" by which our existing or future investments, services, or methods of operation are developed, conducted or operated.

6.2 Protecting the Proprietary Information of Others

In the normal course of business, you will acquire information about many other organizations, including clients, suppliers and competitors. This is a normal business activity and is not unethical in itself. We properly gather this kind of information for such purposes as evaluating the relative merits of our business practices.

There are, however, limits to the ways that this information should be acquired and used. When working with sensitive information about our customers or suppliers, you must use that information only for the purposes for which it was disclosed to you and make it available only to other Mirion people with a legitimate "need to know."

Additional rules apply relating to the handling and protection of government proprietary information, including but not limited to classified information. Please refer to Mirion's policies on dealing with government entities for further details on these requirements.

You must not use illegitimate means to acquire a competitor's trade secrets or other proprietary information. Illegal practices such as trespassing, burglary, wiretapping, bribery and stealing are obviously wrong. We will not tolerate any form of questionable intelligence gathering.

6.3 Inadvertent Disclosure

You must avoid the inadvertent disclosure of proprietary information. To avoid inadvertent disclosure, do not discuss with any unauthorized person proprietary information that Mirion considers confidential or that we have not made public. You also must not discuss this information even with authorized Mirion people if you are in locations where unauthorized people may overhear you, such as airplanes or elevators, or when using non-secure electronic bulletin boards or databases. Do not discuss this information with family members or with friends, because they may innocently or unintentionally pass the information on to someone else.

7. Administration of this Code

7.1 Ongoing Review of Compliance

We require all Mirion people to comply with this Code. Upon your receipt of this Code, and also from time to time as we deem to be necessary, we may require you to sign an acknowledgement confirming your obligation to read and understand this Code and comply with its provisions. We reserve the right to monitor your continuing compliance with the provisions of this Code and to investigate any suspected violations. If substantiated, these violations could result in disciplinary action, as described more fully in the following sections.

7.2 The Chief Compliance Officer

The Chief Compliance Officer has overall responsibility for administering this Code and reporting on the administration of and compliance with the Code and related matters to the Board of Directors.

7.3 Reporting of Suspected Violations

We expect you to bring to our attention information about suspected violations of this Code or applicable law by any Mirion person or other party in connection with Mirion's business, using any of the channels set out in Appendix A.

If you have information about suspected improper accounting, internal accounting controls or auditing matters, you may bring such information to the attention of our Chief Compliance Officer or a member of our Audit Committee directly.

Mirion has established a compliance reporting telephone "hotline" and an internet-based reporting option for the reporting of misconduct or perceived misconduct by or within Mirion or by any person or entity with whom Mirion deals relating to a contract or project for which Mirion is competing or on which Mirion is or has been working. This system allows for reports to be made anonymously if you wish (where permitted by applicable law). An anonymous report should provide enough information about the incident or situation to allow the Company to investigate properly. If concerns or complaints require confidentiality, including keeping an identity anonymous, we will endeavor to protect this confidentiality, subject to applicable law, regulation or legal proceedings. Both telephone and internet-based services are available twenty-four hours a day, seven days a week. The compliance reporting contact information is listed in Appendix A and updated periodically as needed.

7.4 Non-Retaliation

You should feel safe in reporting this information, regardless of the identity or position of the suspected offender. We will treat the information in a confidential manner (consistent with appropriate evaluation and investigation) and will neither take nor tolerate anyone else taking any act of retribution or retaliation against you for making a report.

Retaliation in any form against a Mirion person who in good faith reports a violation of this Code (even if the report is mistaken), whether inside or outside of the company, or who assists in the investigation of a reported violation is itself a serious violation of this Code. Acts of retaliation should be reported immediately and may result in severe disciplinary action. Mirion will neither take, nor tolerate anyone else taking, any act of retribution or retaliation against you for making a report.

Retaliatory conduct includes discharge, demotion, suspension, threats, harassment, and any other manner of discrimination in the terms and conditions of employment because of any lawful act you may have performed. It is unlawful for Mirion to retaliate against you for reporting possible misconduct either internally or to any governmental agency or entity or self-regulatory organization.

7.5 Investigation of Suspected Violations

Mirion is committed to fully investigating and remediating any violations of law or this Code which come to the Company's attention. Suspected violations will be investigated under the supervision of our Chief Compliance Officer or the Audit Committee, in accordance with our Whistleblower Policy.

7.6 Disciplinary Action

If our Chief Compliance Officer or our Board of Directors (or those acting under their supervision) determine, in their good faith discretion, that you have violated any provision of this Code, you may be subject to disciplinary action, up to and including termination of your employment. Disciplinary actions will be carried out in accordance with Mirion Human Resources policies and applicable labor and employment laws.

7.7 Special Provisions Applicable to Certain Financial Executives

Given the important position of trust and authority that they occupy, our Chief Executive Officer, Chief Financial Officer, and certain other persons who may be designated by the Board of Directors or its Audit Committee (collectively, the "**Financial Executives**") should act extremely cautiously in interpreting and applying this Code, and additional requirements may be notified to them from time to time. Financial Executives should consult with our Chief Compliance Officer with respect to any proposed actions or arrangements that are not clearly consistent with the Code. In the event that a Financial Executive wishes to engage in a proposed action or arrangement that is not consistent with the Code, the Financial Executive must obtain a waiver of the relevant Code provisions in advance from our Audit Committee.

7.8 Audit and Compliance Plan

The Company may periodically conduct audits and prepare reports to assess and document compliance with the Code. In addition, the Company may, from time to time, engage the services of outside legal, accounting and other personnel who, according to agreed-upon procedures, may monitor compliance, including as to financial and accounting matters. All employees must cooperate fully and provide all information requested.

7.9 Waiver and Amendments

Any waiver of the provisions in this Code for executive officers or directors may only be granted by the Board of Directors and will be disclosed to the Company's shareholders within four business days. Any waiver of this Code for other employees may only be granted by the Legal Department. Amendments to this Code may be made at any time and must be approved by the Board of Directors and amendments of the provisions in this Code applicable to the CEO and the senior financial officers will also be promptly disclosed to the Company's shareholders. Following any material revisions or updates, an updated version of this Code will be distributed to you, and will supersede the prior version of this Code effective upon distribution. We may ask you to sign an acknowledgement confirming that you have read and understood the revised version of the Code, and that you agree to comply with its provisions.

7.10 Important Disclaimers

This Code reflects general principles to guide you in making ethical decisions and cannot, and is not intended to address every specific situation in which we may find it appropriate to take disciplinary action. This Code is not intended to create any contract (express or implied) with you, including without limitation any employment contract, or to constitute any promise with regard to the length and terms of your employment.

APPENDIX A

Compliance Reporting Contact Information

October 2021

For purposes of implementing the Mirion Code of Ethics and Business Conduct, we are providing you the following information concerning contacts for reporting suspected violations of the Code as well as any other suspected improper accounting or auditing matters, fraud or other illegal behavior.

Such matters may be reported to the following persons:

CHIEF COMPLIANCE OFFICER

The Mirion Board of Directors has designated Emmanuelle Lee, Mirion's Vice President and General Counsel, as Mirion's Chief Compliance Officer.

Reports may be made to Ms. Lee by telephone at +1 925 498 6339 or by email at elee@mirion.com.

BOARD OF DIRECTORS

Reports may be made to our Board of Directors as a group, oumon-employee directors as a group, or any individual director by sending written correspondence to the following address:

Mirion Technologies, Inc.
1218 Menlo Drive
Atlanta, GA 30318
Attn: Corporate Secretary

ANONYMOUS COMPLIANCE REPORTING HOTLINE

Reports may also be made anonymously via phone or internet, as follows:

Telephone	Report anonymously at	(877) 516-3401
Internet	Report anonymously at	https://secure.ethicspoint.com/domain/media/en/gui/67521/index.html

CONTACTING THE MIRION LEGAL DEPARTMENT

You may contact the Mirion Legal Department with questions or issues that arise in connection with this Code at: legal@mirion.com.

Exhibit 16.1

October 25, 2021

Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

Commissioners:

We have read the statements made by GS Acquisition Holdings Corp II (copy attached), which we understand will be filed with the Securities and Exchange Commission, pursuant to Item 4.01 of Form 8-K of Mirion Technologies, Inc. dated October 19, 2021. We agree with the statements concerning our Firm contained therein.

Very truly yours,

/s/ PricewaterhouseCoopers LLP

New York, New York

Exhibit 21.1

Mirion Technologies, Inc.

List of Subsidiaries

Mirion Technologies (TopCo), Ltd.	Jersey
Mirion IntermediateCo, Inc.	Delaware, USA
Mirion Technologies (HoldingSub1), Ltd.	United Kingdom
Mirion Technologies (HoldingSub2), Ltd.	United Kingdom
Mirion Technologies (US Holdings), Inc.	Delaware, USA
Mirion Technologies (HoldingRep), Ltd.	United Kingdom
Mirion Technologies (UK), Inc.	United Kingdom
Mirion Technologies (Global), Ltd.	United Kingdom
Mirion Technologies (US), Inc.	Delaware, USA
IST Acquisitions, LLC	Delaware, USA
Mirion Technologies (GDS), Inc.	Delaware, USA
Mirion Technologies (Conax Nuclear), Inc.	New York, USA
Mirion Technologies (Canberra), Inc.	Delaware, USA
Mobile Characterization Services LLC	New Mexico, USA
Materials Characterization Company LLC	New Mexico, USA
Mirion Technologies (France) SAS	France
Mirion Technologies (IST) Corporation	New York, USA
Mirion Technologies (IST France) SAS	France
Mirion Technologies (MGPI) SAS	France
Mirion Technologies (Canberra) SAS	France
Mirion Technologies (RADOS) Oy	Finland
Mirion Technologies (Germany) GmbH	Germany
Mirion Technologies (RADOS) GmbH i. L.	Germany

Mirion Technologies (MGPI H&B) GmbH	Germany
Mirion Technologies (Canberra) GmbH	Germany
Mirion Technologies (IST) Limited	United Kingdom
Mirion Technologies (Canberra UK) Limited	United Kingdom
Mirion Technologies (UK Holdco), Ltd.	United Kingdom
Mirion Technologies (HK) Limited	Hong Kong
Mirion Commercial (Beijing) Co., Ltd.	China
Mirion Technologies (IST Canada) ULC	British Columbia, Canada
Mirion Technologies (Canberra CA) Ltd.	Ontario, Canada
Mirion Technologies (Canberra BNLS) NV	Zellik, Belgium
Mirion Technologies (Canberra Olen) NV	Olen, Belgium
Mirion Technologies (Canberra) KK	Japan
Mirion Technologies (Dosimetry Services) B.V.	Netherlands
Mirion Technologies (Luxembourg) S.à r.l.	Luxembourg
Mirion Technologies (Capintec), Inc.	Delaware, USA
Mirion Technologies (Premium Analyse) SAS	France
Mirion Technologies (Selmic) Oy	Finland
Mirion Technologies Selmic Baltic OÜ	Estonia
Mirion Technologies (AWST) GmbH	Germany
Biodex Medical Systems, Inc.	New York, USA
Sun Nuclear Corp.	Florida, USA
Gammex, Inc.	Wisconsin, USA
Sun Nuclear GmbH	Germany
Sun Nuclear B.V.	Netherlands

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

Capitalized terms included below but not defined in this Exhibit 99.1 have the same meaning as terms defined and included elsewhere in the Current Report on Form 8-K (the "Current Report") filed with the Securities and Exchange Commission (the "Commission") on October 25, 2021

The following unaudited pro forma condensed combined balance sheet as of June 30, 2021 and the unaudited pro forma condensed combined statements of operations for the year ended December 31, 2020 and the six months ended June 30, 2021 present the historical financial statements of GSAH, the "Company", adjusted to reflect the Business Combination. The Company and Mirion shall collectively be referred to herein as the "*Companies*." The Companies, subsequent to the Business Combination, shall be referred to herein as the "*Combined Company*." The unaudited condensed combined financial information presents the pro forma effects of the following transactions:

- The Business Combination of Mirion with GSAH pursuant to the Business Combination Agreement;
- Conversion of the shares of Class B common stock of GSAH (the "GSAH Class B common stock") outstanding prior to the Business Combination to shares of our Class A common stock;
- The issuance of 90.0 million shares of our Class A common stock for an aggregate purchase price equal to $900 million (the "*PIPE Investment*") pursuant to the Subscription Agreements, $200 million of which has been subscribed for by GSAM Holdings (the "*Backstop Party*"). The PIPE Investment was consummated substantially concurrently with the closing of the Business Combination;
- At the Closing, the Sellers (or the "*Mirion Sellers*") elected to receive equity consideration either in the form of shares of our Class A common stock or shares of our Class B common stock that have voting rights but no economic interest in the Company, paired with shares of IntermediateCo Class B common stock (non-voting) of a newly formed subsidiary (IntermediateCo) (the "*Paired Interests*"). The Company owns 100% of the voting shares (Class A) of IntermediateCo but a portion of the economic interest of IntermediateCo accrues to the management holders of IntermediateCo Class B common stock and shares of our Class B common stock in proportion to their ownership of shares of our Class B common stock, or voting interest, in the Company. As a result, the Company will recognize a noncontrolling interest for the portion of IntermediateCo that is not attributable to the Company. Mirion Sellers elected to receive 8.5 million shares of Class B common stock (the "*Class B Holders*") and the remaining Mirion Sellers elected to receive 30.4 million shares of our Class A common stock;
- The transfer of a portion of the founder shares to executives and a board member of the Combined Company, to be forfeited if certain service and performance conditions are not met within five years of the Transaction Date. This transaction will be accounted for as stock compensation expense in the financial statements of the Combined Company;
- Repayment of Mirion third-party and related party notes and entering into a new term loan facility; and
- The pro forma impact of the acquisition by Mirion of Sun Nuclear Corporation ("*SNC*" or "*Sun Nuclear*") on December 18, 2020 (the "*Sun Acquisition*") which was deemed a significant acquisition to Mirion under RegulationS-X Article 11, *Pro Forma Financial Information.*

The unaudited pro forma condensed combined balance sheet as of June 30, 2021 assumes that the Business Combination was completed on June 30, 2021 except with respect to the payment-in-kind ("PIK") Notes, as described below. The unaudited pro forma condensed combined statements of operations for the year ended December 31, 2020 and for the six months ended June 30, 2021 give pro forma effect to the Business Combination as if it had occurred on January 1, 2020. The PIK Notes accrued payment-in-kind interest daily at a rate of 11.5% annually (the Shareholder Notes accrued PIK interest daily at a rate of 11.5% annually (other than a $70 million tranche that accrued interest at a rate of 6.0% annually until October 1, 2021 and then accrued interest at a rate of 11.5% annually) with the interest added to the outstanding principal amount on December 31 of each year in arrears, and the Management Notes accrued PIK interest daily at a rate of 11.5% annually with half of such annual amount added to the outstanding principal amount on December 31 of each year in arrears while the remaining half was payable in cash on December 31 of each year). The PIK Notes were acquired by GSAH at the Closing for a price equal to the full outstanding principal amount together with all accrued but unpaid interest up to but excluding the Closing Date using a portion of the Business Combination consideration. In connection with the Closing, GSAH contributed the PIK Notes to Mirion Topco, and then the PIK Notes were extinguished in full. For purposes of determining the number of shares of our Class A common stock and Class B common stock to be outstanding, we considered the amount of principal and interest of the PIK Notes as of the actual Closing Date of October 20, 2021, but for all other purposes have assumed the Closing Date was June 30, 2021 for the unaudited pro forma condensed combined balance sheet and January 1, 2020 for the unaudited pro forma condensed combined statements of operations.

GSAH's fiscal year ends on December 31, whereas Mirion TopCo's fiscal year before the closing of the Business Combination ended June 30. Due to this difference, the unaudited pro forma condensed combined statement of operations for the year ended December 31, 2020, is derived from GSAH's audited consolidated statement of operations for the year ended December 31, 2020, and Mirion's unaudited financial results for the twelve-month period from January 1, 2020 through December 31, 2020. Mirion arrived at the unaudited financial results for the twelve-month period ended December 31, 2020 by aggregating the results for each quarterly period in calendar year 2020 (i.e., quarters ending March 31, 2020, June 30, 2020, September 30, 2020, and December 31, 2020), which produced the same result as adding the interim results for the six months ended December 31, 2020, to the audited results for the fiscal year ended June 30, 2020, and deducting the interim results for the six months ended December 31, 2019. The unaudited pro forma condensed combined statement of operations for the six months ended June 30, 2021, combines the unaudited consolidated statement of operations for both GSAH and Mirion during the same period. Mirion's balances have been classified consistently with the Company's presentation.

On June 17, 2021, the Company entered into the Business Combination Agreement, and on October 20, 2021, the Business Combination was consummated. After giving effect to the Business Combination, the Company owns 96% of IntermediateCo and its subsidiaries (with the remaining 4% held by holders (including certain members of Mirion management) of shares of IntermediateCo Class B common stock as part of Paired Interests), and the Charterhouse Parties and the other Sellers (including certain members of Mirion management) hold approximately 17% of the outstanding shares of our Class A common stock (excluding the founder shares) and all of the outstanding shares of our Class B common stock. See the ownership diagram in the section of the Proxy Statement entitled "*Summary of the Proxy Statement/Prospectus—Business Combination Proposal—Structure of the Transactions*" for further details.

The Company is considered the accounting acquirer in the Business Combination, as further discussed in "NOTE 3—*Basis of the Pro Forma Presentation*." The business combination is accounted for under the scope of Financial Accounting Standards Board's Accounting Standards Codification ("*ASC*") Topic 805, Business Combinations ("*ASC 805*"). Pursuant to ASC 805, GSAH has been determined to be the accounting acquirer as GSAH is transferring cash via the use of funds in their trust account and proceeds from equity issuances to execute the business combination. The cash consideration to the sellers is equal to an amount greater than a majority of the total consideration exchanged.

The transfer of cash in exchange for the majority of the sellers' equity supports the conclusion that GSAH is the accounting acquirer in the business combination. Mirion constitutes a business in accordance with ASC 805, and the business combination constitutes a change in control.

GS ACQUISITION HOLDINGS CORP II
UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET
JUNE 30, 2021

($ in millions)	Historical as of June 30, 2021		Pro Forma Purchase Accounting Adjustments	Notes	Pro Forma Financing Adjustments	Notes	As of June 30, 2021
	GS Acquisition Holdings Corp II	Mirion					Pro Forma Combined
ASSETS							
Current assets:							
Cash and cash equivalents	$ 0.8	$ 101.1	$ (908.7)	(b)	$ 900.0	(b)	$ 134.7
			(1,310.0)	(b)	750.1	(b) (d)	
					(11.7)	(b) (e)	
					(70.6)	(b)	
					830.0	(b)	
					(146.3)	(b)	
Accounts receivable, net	—	133.3	—		—		133.3
Costs in excess of billings	—	57.2	—		—		57.2
Inventories	—	113.2	21.7	(a)	—		134.9
Other current assets	0.4	29.1	0.3	(a)	—		29.8
Total current assets	1.2	433.9	(2,196.7)		2,251.5		489.9
Property, plant, and equipment, net	—	88.8	43.4	(a)	—		132.2
Other assets:							
Cash and cash equivalents held in Trust	750.1	—	—		(750.1)	(d)	—
Goodwill	—	681.5	946.5	(a)	—		1,628.0
Intangible assets, net	—	326.3	441.2	(a)	—		767.5
Other assets	0.8	16.7	—		—		17.5
Total other assets	750.9	1,024.5	1,387.7		(750.1)		2,413.0
Total assets	$ 752.1	$ 1,547.2	$ (765.6)		$ 1,501.4		$ 3,035.1
LIABILITIES AND STOCKHOLDERS' DEFICIT							
Current liabilities:							
Accounts payable	$ 8.3	$ 47.1	$ —		$ (6.6)	(e)	$ 48.8
Deferred contract revenue	—	50.4	(20.0)	(a)	—		30.4
Working capital note	2.0	—	—		—		2.0
Warrant liability	62.4	—	—		—		62.4
Notes payable to third-parties, current	—	6.4	(6.4)	(a) (c)	8.3	(b)	8.3
Accrued expenses and other current liabilities	—	84.3	—		11.2	(e)	80.4
					(15.1)	(e)	
Total current liabilities	72.7	188.2	(26.4)		(2.2)		232.3
Deferred underwriting discount	26.3	—	—		(26.3)	(e) (f)	—
Third-party notes payable, non-current, net	—	885.7	(885.7)	(a) (c)	821.7	(b)	799.1
					(22.6)	(e) (k)	
Related party notes payable, non-current, net	—	1,235.3	(1,235.3)	(a)	—		—
Deferred income taxes and other liabilities	—	77.5	123.6	(a)	—		201.1
Total liabilities	99.0	2,386.7	(2,023.8)		770.6		1,232.5
GSAH Class A common stock subject to redemption	750.0	—	—		(750.0)	(g)	—
Stockholders' deficit:							
A Ordinary shares	—	—	—		—	(g)	—
B Ordinary shares	—	0.1	(0.1)	(a)	—	(g)	—
Additional paid-in capital	—	9.5	(9.5)	(a)	900.0	(b)	1,822.1
			418.7	(a)	750.0	(g)	
					(11.7)	(a) (b)	
					(146.3)	(b)	
					(88.6)	(h)	
Receivable from Employees for purchase of Stock	—	(2.4)	2.4	(a)	—		—
Accumulated (deficit) earnings	(96.9)	(888.0)	888.0	(a)	(11.2)	(e)	(108.1)
Noncontrolling interests	—	2.1	(2.1)	(a)	88.6	(h)	88.6
Accumulated other comprehensive income (loss)	—	39.2	(39.2)	(a)	—		—
Total stockholders' equity (deficit)	(96.9)	(839.50)	1,258.2		1,480.8		1,802.6
Total liabilities and stockholders' equity	$ 752.1	$ 1,547.2	$ (765.6)		$ 1,501.4		$ 3,035.1

GS ACQUISITION HOLDINGS CORP II
UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
FOR THE SIX MONTHS ENDED JUNE 30, 2021

($ in millions, except shares outstanding and per share amounts)	Historical Financials: GS Acquisition Holdings Corp II	Historical Financials: Mirion	Pro Forma Purchase Accounting Adjustments	Notes	Mirion Pro Forma	Pro Forma Financing Adjustments	Notes	Pro Forma Combined
Revenues:								
Product	$ —	$267.5	$ —		$ 267.5	$ —		$ 267.5
Service	—	78.6	—		78.6	—		78.6
Total Revenues	—	346.1	—		346.1	—		346.1
Costs and expenses:								
Cost of revenues—Product	—	166.4	(0.3)	(i)	166.1	—		166.1
Cost of revenues—Service	—	37.6	0.4		38.0	—		38.0
Selling, general and administrative	8.7	127.1	22.3	(i)	149.4	9.3	(j)	167.4
Research and development	—	19.2	—		19.2	—		19.2
Other deductions, net	—	(3.6)	—		(3.6)	—		(3.6)
Change in fair value of warrant liability	(9.2)	—	—		—	—		(9.2)
Dividend expense (income)	—	—	—		—	—		—
Interest expense (income), net	—	86.7	(86.7)	(i)	—	16.5	(k)	16.5
Income (loss) before income taxes	0.5	(87.3)	64.3		(23.0)	(25.8)		(48.3)
Income tax expense (benefit)	(0.5)	11.5	16.1	(i)	27.6	(6.5)	(l)	20.6
Net income (loss)	$ 1.0	$ (98.8)	$ 48.2		$ (50.6)	$ (19.3)		(68.9)
Less: Income (loss) attributable to noncontrolling interests							(m)	(3.1)
Net income (loss) attributable to controlling interests								$ (65.8)
Historical								
Weighted average common shares outstanding of Class A common stock	75,000,000							
Basic and diluted net income per share, Class A	$ 0.01							
Weighted average common shares outstanding of Class B common stock	18,750,000							
Basic and diluted net income per share, Class B	$ 0.01							
Earnings per share								
Pro Forma weighted average common shares of Class A common stock outstanding—basic and diluted								180,773,292
Pro Forma net income (loss) per share basic and diluted available to common stockholders, Class A							(n)	$ (0.36)

GS ACQUISITION HOLDINGS CORP II
UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2020

($ in millions, except shares outstanding and per share amounts)	Historical Financials: GS Acquisition Holdings Corp II	Historical Mirion	Historical Sun Nuclear (1/1/20 – 12/18/20)	Pro Forma Sun Nuclear Purchase Accounting Adjustments	Notes	Mirion Pro Forma	Pro Forma Purchase Accounting Adjustments	Notes	Pro Forma Financing Adjustments	Notes	Pro Forma Combined
Revenues:											
Product	$ —	$ 377.1	$ 75.7	$ (7.3)	(o)	$ 445.5	$ —		$ —		$ 445.5
Service	—	139.2	22.4	(9.5)	(o)	152.1	(12.7)	(i)	—		139.4
Total Revenues	—	516.3	98.1	(16.8)		597.6	(12.7)		—		584.9
Costs and expenses:											
Cost of revenues—Product	—	230.8	21.9	7.7	(o)	260.4	18.2	(i)	—		278.6
Cost of revenues—Service	—	70.5	11.0	—		81.5	1.1	(i)	—		82.6
Selling, general and administrative	2.5	162.6	33.8	15.7	(o)	212.1	50.9	(i)	33.4	(j)	310.1
									11.2	(q)	
Research and development	—	17.9	14.7	—		32.6	—				32.6
Other deductions, net	—	16.4	(0.5)	—		15.9	—		—		15.9
Change in fair value of warrant liability	43.1	—	—	—		—	—		—		43.1
Dividend expense (income)	(0.1)	—	—	—		—	—		0.1	(p)	—
Interest expense (income), net	—	154.2	0.1	21.3	(o)	175.6	(159.0)	(i)	32.9	(k)	49.5
Income (loss) before income taxes	(45.5)	(136.1)	17.1	(61.5)		(180.5)	76.1		(77.6)		(227.5)
Income tax expense (benefit)	(0.3)	(15.7)	—	(11.1)	(o)	(26.8)	19.0	(i)	(19.4)	(l)	(27.5)
Net income (loss)	$ (45.2)	$ (120.4)	$ 17.1	$ (50.4)		$(153.7)	$ 57.1		$ (58.2)		(200.0)
Less: Income (loss) attributable to noncontrolling interests										(m)	(9.0)
Net income (loss) attributable to controlling interests											$ (191.0)
Historical											
Weighted average common shares outstanding of Class A common stock	37,397,260										
Basic and diluted net income per share, Class A	$ (0.79)										
Weighted average common shares outstanding of Class B common stock	19,597,603										
Basic and diluted net income per share, Class B	$ (0.79)										
Earnings per share											
Pro Forma weighted average common shares of Class A common stock outstanding—basic and diluted											180,773,292
Pro Forma net income (loss) per share basic and diluted available to common stockholders, Class A										(n)	$ (1.06)

NOTE 1—Description of the Business Combination

On June 17, 2021, the Company, Mirion Technologies (TopCo), Ltd., the Charterhouse Parties and the other Sellers entered into the Business Combination Agreement, and on October 20, 2021, the Business Combination was consummated. Pursuant to the Business Combination, Mirion combined with a subsidiary of the Company in accordance with the terms and subject to the conditions of the Business Combination Agreement as more fully described elsewhere in the Proxy Statement. Following the closing of the Business Combination, (a) the Company owns 96% of IntermediateCo and its subsidiaries (with the remaining 4% held by holders (including certain members of Mirion management) of shares of IntermediateCo Class B common stock as part of Paired Interests), and (b) the Mirion Sellers (excluding certain members of management who hold shares of our Class B common stock) hold 17% of the outstanding shares of our Class A common stock (excluding the founder shares) and all of the outstanding shares of our Class B common stock.

The aggregate consideration for the Business Combination included a combination of cash and stock consideration as follows (in millions):

Shares transferred at closing[1]	38,960,000
Value per share[2]	$ 10.45
Total share consideration	407.0
Plus: cash transferred	1,310.0
Total cash and share consideration at closing	$ 1,717.0

(1) Includes both shares of our Class A common stock (30.4 million to the Mirion Sellers excluding certain members of management who elected to receive Class B common stock) and shares of our Class B common stock (8.6 million) to Mirion management stockholders).

(2) The value of shares transferred at closing is assumed to be the average price on October 20, 2021 of $10.45 per share.

Before the Closing of the Business Combination Agreement, the Sellers had the option to elect to have their equity consideration exchanged for either shares of our Class A common stock or Paired Interests. At Closing, the Company owned 100% of the voting shares (Class A) of IntermediateCo and greater than 80% of the non-voting Class B shares. As a result, the Company will recognize a noncontrolling interest for the portion of IntermediateCo that is not attributable to the Company. We have considered that, of the existing Mirion stockholders, only certain Mirion management elected to receive shares of our Class B common stock (initially to defer recognition of the Business Combination for U.S. tax purposes).

Concurrently with the execution of the Business Combination Agreement, we entered into Subscription Agreements with the PIPE Investors pursuant to which the PIPE Investors collectively subscribed for 90.0 million shares of our Class A common stock for an aggregate purchase price equal to $900 million, $200 million of which has been subscribed for by the Backstop Party. The PIPE Investment was consummated substantially concurrently with the closing of the Business Combination. We entered into a new credit agreement for a $830 million term facility (to refinance existing Mirion third-party debt) and a $90 million revolving credit facility (for future operational purposes and not used to finance the Business Combination). A Backstop Agreement was executed such that up to an additional 12,500,000 shares would be purchased by the Backstop Party (a related party of the Company) to cover redemptions by public stockholders to the extent redemptions exceeded the cash available from PIPE investors, the Trust Account and new debt financing after the payment of Mirion third-party debt (subject to the Minimum Cash Condition); however, no additional shares were purchased by the Backstop Party as actual redemptions did not exceed cash available.

The $900.0 million of gross proceeds from the sale of our Class A common stock to the PIPE Investors is included in the Cash Consideration. The remainder of the Cash Consideration was provided by the funds held in the trust account. The following summarizes our Class A and Class B common stock ownership (as a percentage of outstanding common stock; numbers may not total due to rounding):

	Class A Share Ownership in the Company[1]	
	Number of Shares (millions)	Percentage of Outstanding Shares
PIPE Investors[2]	90.0	47.5%
Public Stockholders	60.4	31.9%
Mirion Sellers (excluding certain members of Mirion management below who elected to receive Class B common stock)	30.4	16.1%

	Class B Share Ownership in the Company	
	Number of Shares (millions)	Percentage of Outstanding Shares
Mirion management	8.6	4.5%

(1) Excludes 18,750,000 founder shares converted from shares of GSAH Class B common stock to shares of our Class A common stock upon the closing of the Business Combination which are subject to certain vesting and forfeiture conditions described below. The PIK Notes accrued payment-in-kind interest daily at a rate of 11.5% annually (the Shareholder Notes accrued PIK interest daily at a rate of 11.5% annually (other than a $70 million tranche that accrued interest at a rate of 6.0% annually until October 1, 2021 and then accrued interest at a rate of 11.5% annually) with the interest added to the outstanding principal amount on December 31 of each year, and the Management Notes accrued PIK interest daily at a rate of 11.5% annually with half of such annual amount added to the outstanding principal amount on December 31 of each year in arrears while the remaining half was payable in cash on December 31 of each year). The PIK Notes were acquired by GSAH at the Closing for a price equal to the full outstanding principal amount together with all accrued but unpaid interest up to but excluding the Closing Date using a portion of the Business Combination consideration. In connection with the Closing, GSAH contributed the PIK Notes to Mirion Topco and then the PIK Notes were extinguished in full. See the section of the Proxy Statement entitled "*Certain Relationships and Related Persons Transactions—Mirion's Related Person Transactions—Shareholder Notes*." For purposes of the ownership levels described herein, we considered the amount of principal and interest of the PIK Notes as of the actual Closing Date of October 20, 2021, but for all other purposes have assumed the Closing Date was June 30, 2021 for the unaudited pro forma condensed combined balance sheet and January 1, 2020 for the unaudited pro forma condensed combined statements of operations.

(2) Includes 20 million GSAH Class A shares subscribed for by Sponsor-related PIPE Investors.

The founder shares are subject to vesting in three equal tranches, based on the volume-weighted average price of the Company's Class A common stock being greater than or equal to $12.00, $14.00 and $16.00, respectively (each, a "*Founder Share Vesting Event*"), per share for any 20 trading days in any 30 consecutive trading day period. Holders of the founder shares are entitled to vote such founder shares and receive dividends and other distributions with respect to such founder shares prior to vesting, but such dividends and other distributions with respect to unvested founder shares will be set aside by the Company and shall only be paid to the holders of the founder shares upon the vesting of such founder shares. The founder shares will be forfeited to the Company for no consideration if they fail to vest within five years of the closing of the Business Combination.

In conjunction with the Business Combination Agreement, the Sponsor issued 3,200,000 membership interests to Thomas Logan, the Chief Executive Officer of Mirion, 700,000 membership interests to Brian Schopfer, the Chief Financial Officer of Mirion, and 4,200,000 membership interests to Lawrence Kingsley, the Chairman of the Board of New Mirion (collectively, the "*Profits Interests*"). The Profits Interests are intended to be treated as profits interests for U.S. income tax purposes, pursuant to which Messrs. Logan, Schopfer and Kingsley will have an indirect interest in the founder shares held by the Sponsor. The Profits Interests are subject to service and performance vesting conditions and do not fully vest until all of the applicable conditions are satisfied. In addition, the Profits Interests are subject to certain forfeiture conditions. See the section of the Proxy Statement entitled "*Certain Relationships and Related Persons Transactions—Mirion's Related Person Transactions—Profits Interests*." Accordingly, these awards have been treated as compensation and reflected accordingly in the pro forma adjustments to the unaudited pro forma condensed combined statements of operations.

The Combined Company may issue incentive awards under the Equity Incentive Plan. However, as the number of awards and terms are not yet known, a pro forma adjustment has not been reflected.

NOTE 2—Description of the Sun Acquisition

On December 18, 2020, Mirion purchased 100% of the issued and outstanding shares of Sun Nuclear Corporation, global leader in radiation oncology quality assurance, delivering patient safety solutions for diagnostic imaging and radiation therapy centers around the world. Mirion acquired SNC for approximately $276.9 million of gross consideration. The Sun Acquisition was funded by proceeds from a $225.0 million extension of Mirion's 2019 Credit Facility and $70.0 million of related party notes payable.

The Sun Acquisition was consummated on December 18, 2020 with purchase accounting adjustments recorded as of and for the period ended December 31, 2020. Therefore, the unaudited pro forma condensed combined balance sheet as of June 30, 2021 and the unaudited pro forma condensed combined statements of operations for the six months ended June 30, 2021 do not include pro forma adjustments for the Sun Acquisition as it is fully reflected in the results of Mirion. Refer to Pro Forma Adjustments for adjustments made to the unaudited pro forma condensed combined statements of operations for the twelve months ended December 31, 2020.

NOTE 3—Basis of the Pro Forma Presentation

The unaudited pro forma condensed combined financial information has been prepared using the acquisition method of accounting in accordance with ASC 805, with GSAH as the accounting acquirer, using the fair value concepts defined in the Financial Accounting Standards Board's ASC Topic 820, Fair Value Measurement ("*ASC 820*"), and based on the historical financial information of GSAH and Mirion.

ASC 820 defines fair value, establishes a framework for measuring fair value, and sets forth a fair value hierarchy that prioritizes and ranks the level of observability of inputs used to develop the fair value measurements. Fair value is defined in ASC 820 as "the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date." This is an exit price concept for the valuation of the asset or liability. In addition, market participants are assumed to be buyers and sellers in the principal (or the most advantageous) market for the asset or liability. Fair value measurements for a non-financial asset assume the highest and best use by these market participants. Many of these fair value measurements can be highly subjective, and it is possible that other professionals applying reasonable judgment to the same facts and circumstances, could develop and support a range of alternative estimated amounts.

The unaudited pro forma condensed combined financial statements were prepared based on certain currently available information and certain assumptions and methodologies that the Company believes are reasonable under the circumstances. The unaudited condensed pro forma adjustments, which are described in the accompanying notes, may be revised as additional information becomes available and is evaluated. We are in the process of reviewing the estimated fair values of all assets acquired and liabilities assumed by the Company, including, among other things, obtaining final third-party valuations of certain tangible and intangible assets, as well as the

fair value of certain contracts and the determination of certain tax balances; thus, the allocation of the purchase price is preliminary and subject to revision. Therefore, it is likely that the actual adjustments will differ from the pro forma adjustments, and it is possible the difference may be material. The Company believes that its assumptions and methodologies provide a reasonable basis for presenting all of the significant effects of the Business Combination based on information available to management at this time and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied in the unaudited pro forma condensed combined financial information.

The unaudited pro forma condensed combined balance sheet as of June 30, 2021 assumes that the business combination, equity financing, and debt financing occurred on June 30, 2021. The unaudited pro forma condensed combined statements of operations for the six months ended June 30, 2021 and for the year ended December 31, 2020 present pro forma effect to the business combination, equity financing, and debt financing as if they had been completed on January 1, 2020. These periods are presented on the basis of GSAH being considered the accounting acquirer.

The unaudited pro forma condensed combined statements of operations are not necessarily indicative of what the actual results of operations would have been had the Business Combination taken place on the date indicated, nor are they indicative of the future consolidated results of operations of the Combined Company. They should be read in conjunction with the historical consolidated financial statements and notes thereto of the Companies.

Based on its initial analysis of the Company's and Mirion's accounting policies, management did not identify any differences that would have a material impact on the unaudited pro forma condensed combined financial information. As a result, the unaudited pro forma condensed combined financial information does not assume any differences in accounting policies that would impact the financial statements of the Combined Company.

Note 4—Pro Forma Adjustments

The unaudited pro forma condensed combined financial information has been prepared to illustrate the effect of the Business Combination and has been prepared for informational purposes only. The unaudited pro forma condensed combined statements of operations are not necessarily indicative of what the actual results of operations would have been had the Business Combination taken place on the date indicated, nor is it indicative of the future consolidated results of operations of the Combined Company. The unaudited pro forma condensed combined financial information is based upon the historical consolidated financial statements of the Company and should be read in conjunction with its historical financial statements.

The historical consolidated financial statements have been adjusted in the unaudited pro forma condensed combined financial information to give effect to the accounting required under U.S. GAAP for the Business Combination.

There were no significant intercompany balances or transactions between the Companies as of the dates and for the periods of these unaudited pro forma condensed combined financial statements.

The pro forma condensed combined income tax expense (benefit) does not necessarily reflect the amounts that would have resulted had the Companies filed consolidated income tax returns during the periods presented.

The pro forma basic and diluted earnings per share amounts presented in the unaudited pro forma condensed combined statements of operations are based upon the number of the Company's shares outstanding, assuming the Business Combination occurred on January 1, 2020.

Adjustments to Unaudited Pro Forma Condensed Combined Balance Sheet

(a) Reflects purchase accounting adjustments for Mirion, the repayment of historical debt balances, the elimination of Mirion's historical equity (including the settlement on or before the Business Combination closing date of receivables from employees for purchase of common stock in the amount of $2.1 million, with $0.3 million of remaining receivables from non-executive employees reclassified to other current assets), and the resulting impacts on additional paid-in capital (dollars in millions).

	As of June 30, 2021	Transaction Adjustments		Estimated Fair Value
Purchase consideration:				
Cash consideration				$ 1,310.0
Equity consideration paid to existing owners of Mirion				407.0
Cash repayment of debt				908.7
Cash paid for seller transaction expenses				11.7
Total				$ 2,637.4
Net assets and liabilities acquired:				
Goodwill	681.5	946.5	(1)	1,628.0
Amortizable intangibles	326.3	441.2	(2)	767.5
Cash and cash equivalents	101.1	—		101.1
Accounts receivable, net	133.3	—		133.3
Costs in excess of billings on uncompleted contracts	57.2	—		57.2
Inventories	113.2	21.7	(2)	134.9
Other current assets	29.1	0.3	(3)	29.4
Property, plant and equipment, net	88.8	43.4	(2)	132.2
Other non-current assets	16.7	—		16.7
Accounts payable	(47.1)	—		(47.1)
Deferred contract revenue	(50.4)	20.0	(2)	(30.4)
Accrued expenses and other current liabilities	(84.3)	—		(84.3)
Deferred income taxes and other non-current liabilities	(77.5)	(123.6)	(2)	(201.1)
Total	$1,287.9	$ 1,349.5		$ 2,637.4

(1) Reflects the net adjustment to goodwill as a result of Mirion purchase accounting adjustments.
(2) Reflects the change in fair value of certain intangible assets, inventory, property, plant and equipment, deferred revenue, and deferred tax liabilities recognized in the purchase price allocation.
(3) Reflects the reclassification of receivables from non-executive employees for the purchase of Mirion common stock that remain unpaid after the closing of the Business Combination.

	As of June 30, 2021	Transaction Adjustments		Adjusted Balance
Write-off of historical equity and pay-off of debt, net of cash on hand:				
Third-party notes payable, current, net	$ (6.4)	$ 6.4	(4)	$ —
Third-party notes payable, non-current, net	(885.7)	885.7	(4)	—
Related party notes payable, non-current, net	(1,235.3)	1,235.3	(4)	—
Class B common stock	0.1	(0.1)	(5)	—
Additional paid-in capital	9.5	(9.5)	(5)	—
Receivable from Employees for purchase of Common Stock	(2.4)	2.4	(5)	—
Accumulated (deficit) earnings	(888.0)	888.0	(5)	—
Noncontrolling interests	2.1	(2.1)	(5)	—
Accumulated other comprehensive income (loss)	39.2	(39.2)	(5)	—
Total	$(2,966.9)	$ 2,966.9		$ —

(4) Reflects the repayment of historical debt balances, net of cash and cash equivalents.
(5) Represents the elimination of Mirion's historical equity. This includes the settlement on or before the closing date of receivables from employees for purchase of Mirion common stock in the amount of $2.1 million. The remaining $0.3 million has been reclassified to other current assets.

	As of June 30, 2021
Adjustment to Additional Paid-in Capital	
Equity consideration to sellers	$ 407.0(6)
Payment of seller transaction expenses	11.7(7)
Total	$ 418.7

(6) Reflects the net adjustment to additional paid-in capital for equity consideration issued to the selling equity holders.
(7) Reflects the adjustment for the consideration paid to the sellers for certain transaction expenses. This adjustment is offset with a corresponding decrease to additional paid-in capital under the financing pro forma column (see note (b) for further details).

(b) Reflects the net adjustment to cash associated with the PIPE Investment and Business Combination (dollars in millions).

Sources:	
Cash inflow from PIPE Investment	$ 900.0(1)
Cash inflow from Company's Trust Account	750.0(2)
Cash inflow from new debt	830.0(3)
Cash inflow from balance sheet	102.0(4)
Total sources	2,582.0
Uses:	
Paydown of Mirion third-party debt	908.7(5)
Payment to selling equity holders	1,310.0(6)
Payment to redeeming Company stockholders	146.3(7)
Cash to balance sheet	134.7(8)
Payment of seller transaction expenses	11.7(9)
Payment of other transaction expenses	70.6(10)
Total uses	2,582.0
Net pro forma cash flow	$ —

(1) Represents the issuance of 90 million shares of GSAH Class A common stock through the PIPE Investment at a par value at $0.0001 per share and a $10.00 price per share.
(2) Reflects the reclassification of cash equivalents held in the trust account (excluding $0.1 million of interest reflected as cash inflow from balance sheet) and reflects that the cash equivalents are available to effectuate the Business Combination or to pay redeeming Company stockholders.
(3) Represents the issuance of $830.0 million of new debt as part of the transaction. As a 0.25% minimum of the original principal amount will be due quarterly, we have classified $8.3 million of the new debt as current and $821.7 million as noncurrent.
(4) Represents the cash held by GSAH outside of the trust account (but including $0.1 million of interest held in the trust account) and Mirion as of June 30, 2021.
(5) Reflects the cash used to effect the repayment of third-party debt, primarily borrowings under Mirion's 2019 credit facility.

(6) Reflects the net cash consideration paid to or on behalf of the Mirion Sellers under the terms of the Business Combination Agreement. This includes the repayment of outstanding notes payable to the Mirion Sellers.
(7) Reflects the payment made to redeeming Company stockholders (14.6 million shares at a price of $10.00 per share).
(8) Reflects the net amount of cash to be retained on the pro forma combined condensed balance sheet.
(9) Represents the payment of estimated seller transaction and transaction advisor fees and expenses.
(10) Represents the payment of deferred underwriter discounts and commissions of $26.3 million and an estimated $44.3 million of other acquisition-related transaction and transaction advisor fees and expenses. Acquisition-related transaction expenses and related charges are not included as a component of consideration to be transferred but are reflected as a period cost. The unaudited pro forma condensed balance sheet reflects these costs as a reduction of cash with a corresponding adjustment to deferred underwriting fees, accounts payable, and accrued expenses and other liabilities. See (e) for further details.

(c) Represents funds from equity and debt issuances as part of the Business Combination used to repay Mirion's 2019 Credit Facility and other third-party borrowings under the terms of the Business Combination Agreement (dollars in millions).

	As of June 30, 2021
Third-party debt, reduction of principal	$ 908.7
Accelerated amortization of debt issuance costs and discount	(16.6)
Total reduction of third-party debt	$ 892.1
Third party debt:	
Current	$ 6.4
Non-current	885.7
Total	$ 892.1

(d) Represents the release of restrictions on the investments and cash held in the Trust Account upon consummation of the Business Combination.
(e) Represents the accrual for transaction expenses exceeding payment of transaction expenses from consideration received and amounts expensed prior to June 30, 2021, and the resulting impact on accumulated (deficit) earnings, as well as the payment of transaction expenses incurred in conjunction with the Business Combination on the balance sheet as of June 30, 2021.

Accrual for transaction expenses	$11.2
Payment of transaction expenses on behalf of seller	$11.7
Payment of other transaction expenses:	
Deferred underwriting discount (see (f) below)	26.3
Debt issuance costs on new debt (see (k) below)	22.6
Transaction expenses in GSAH accounts payable ($6.6 million)	6.6
Transaction expenses accrued by Mirion	15.1
Total transaction expenses paid	$82.3

(f) Represents the $26.3 million payment of underwriting costs incurred as part of the Company's IPO and committed to be paid upon the consummation of a business combination.

(g) Represents the reclassification of 75,000,000 shares of GSAH Class A common stock subject to possible redemption to permanent equity at a par value of $0.0001 per share.

(h) Represents the recording of a noncontrolling interest for the shares of GSAH Class B common stock issued to certain existing Mirion Sellers. At closing of the Business Combination, equity holders of Mirion had the option to elect to have their rollover equity in Mirion exchanged for either shares of GSAH Class A common stock or Paired Interests. The Combined Company owns 100% of the voting shares (Class A) of IntermediateCo and greater than 80% of the non-voting shares of IntermediateCo Class B common stock. As a result, the Combined Company will recognize a noncontrolling interest for the portion of IntermediateCo that is not attributable to the Combined Company. We have considered that, of the existing Mirion stockholders, only certain members of Mirion management elected to receive Paired Interests.

Noncontrolling interest:	
Percentage	4.5%
At June 30, 2021 (in millions)	$88.6

Adjustments to Unaudited Pro Forma Condensed Statements of Operations

(i) Reflects the impact of Mirion purchase accounting adjustments on the operating results for the six months ended June 30, 2021 and for the year ended December 31, 2020.

For the six months ended June 30, 2021	(1)	(2)	(3)	(4)	(5)	(6)	Total
Revenue							
Product	$ —	$—	$—	$—	$ —	$ —	$ —
Service	—	—	—	—	—	—	—
Total revenues	—	—	—	—	—	—	—
Costs and expenses							
Cost of revenues—Product	(0.1)	(0.2)	—	—	—	—	(0.3)
Cost of revenues—Service	0.6	(0.2)	—	—	—	—	0.4
Selling, general and administrative	22.5	(0.2)	—	—	—	—	22.3
Research and development	—	—	—	—	—	—	—
Other deductions, net	—	—	—	—	—	—	—
Change in fair value of warrant liability	—	—	—	—	—	—	—
Dividend (income) expense	—	—	—	—	—	—	—
Interest expense, net	—	—	—	—	(86.7)	—	(86.7)
Income (loss) before income taxes	(23.0)	0.6	—	—	86.7	—	64.3
Income tax (benefit) expense	—	—	—	—	—	16.1	16.1
Net income (loss)	$(23.0)	$ 0.6	$—	$—	$ 86.7	$(16.1)	$ 48.2

For the year ended December 31, 2020	(1)	(2)	(3)	(4)	(5)	(6)	Total
Revenue							
Product	$ —	$—	$ —	$ —	$ —	$ —	$ —
Service	—	—	(12.7)	—	—	—	(12.7)
Total revenues	—	—	(12.7)	—	—	—	(12.7)
Costs and expenses							
Cost of revenues—Product	0.7	1.0	—	16.5	—	—	18.2
Cost of revenues—Service	0.1	1.0	—	—	—	—	1.1
Selling, general and administrative	48.9	2.0	—	—	—	—	50.9
Research and development	—	—	—	—	—	—	—
Other deductions, net	—	—	—	—	—	—	—
Change in fair value of warrant liability	—	—	—	—	—	—	—
Dividend (income) expense	—	—	—	—	—	—	—
Interest expense, net	—	—	—	—	(159.0)	—	(159.0)
Income (loss) before income taxes	(49.7)	(4.0)	(12.7)	(16.5)	159.0	—	76.1
Income tax (benefit) expense	—	—	—	—	—	19.0	19.0
Net income (loss)	$(49.7)	$(4.0)	$(12.7)	$(16.5)	$ 159.0	$(19.0)	$ 57.1

(1) Reflects the change in amortization related to the change in fair value of certain Mirion intangible assets as if Mirion was acquired on January 1, 2020, reassessment of asset lives, and estimated split of cost of revenues between cost of revenues–product and cost of revenues–service.

(2) Reflects the change in depreciation related to the change in fair value of certain Mirion property, plant and equipment as if Mirion was acquired on January 1, 2020, reassessment of asset lives, and estimated split of cost of revenues between cost of revenues–product and cost of revenues–service.

(3) Reflects the impact of acquisition accounting adjustments related to reducing deferred revenue to its estimated fair value as of the acquisition date as if Mirion was acquired on January 1, 2020.

(4) Reflects the increase to product cost of revenues from the acquisition accounting increase in fair value of inventory that is expected to be sold within one year of the acquisition date as if Mirion was acquired on January 1, 2020. The increase in fair value was determined based on the estimated selling price of the inventory, less the remaining manufacturing and selling costs and a normal profit margin on those manufacturing and selling efforts. These expenses will not affect the Company's statement of operations beyond 12 months after the acquisition date.

(5) Reflects the elimination of interest expense on debt assumed settled as of January 1, 2020 ($175.6 million), net of $16.6 million accelerated amortization of debt issuance costs and discount on historical debt, for the twelve months ended December 31, 2020. Reflects the elimination of interest expense on debt assumed settled as of January 1, 2020 ($86.7 million), for the six months ended June 30, 2021.

(6) Represents the income tax effect of the above pro forma adjustments based on an estimated blended statutory rate of 25%.

(j) Reflects share-based compensation expense estimated for 8.1 million Profits Interests issued to Messrs. Logan, Schopfer and Kingsley. The Profits Interests are subject to service vesting conditions (50% of the Profits Interests granted to each of Messrs. Logan and Schopfer service-vest on each of the second and third anniversaries of the Closing, and fifty percent (50%) of the Profits Interests granted to Mr. Kingsley service-vest on each of the first and second anniversaries of the Closing) and performance vesting conditions (the share price must meet or exceed certain established thresholds for 20 out of 30 trading days before the fifth anniversary of the closing date). Of the Profits Interests, 3.2 million have a threshold price of $12 per share, 2.0 million have a threshold price of $14 per share, and 3.0 million have a threshold price of $16 per share. Based upon a valuation model using Monte Carlo simulations, a fair value per share of $8.03, $6.83, and $5.74 has been estimated for the $12, $14, and $16 per share performance vesting conditions, respectively. The expense will be recognized on a straight-line basis over the related service period for each tranche of awards. As the Profits Interests include the completion of the Business Combination as a vesting condition, the expense that accumulates prior to the Business Combination will not be recorded until it occurs.

(k) Represents the interest expense and amortization of debt issuance costs related to new debt issued in the amount of $830.0 million assuming an indicative 3.25% interest rate (LIBOR subject to a floor of 0.50% + 2.75%). Debt issuance costs have been estimated to be approximately $22.6 million; a 1% change in the debt issuance costs would impact the total debt issuance costs by $9 million. Note that actual interest rates and debt issuance costs, including any upfront fees or OID, will vary depending upon a variety of factors including the timing of the debt financing marketing and market conditions existing at such time. The following table details the pro forma impact of a net increase/decrease in the interest rate of 1/8th of a percentage point and the pro forma impact of a 1% increase/decrease in the debt issuance costs as a percentage of debt (dollars in millions).

	Six months ended June 30, 2021	Year ended December 31, 2020
Increase in interest expense due to a rate increase of 1/8th of a percentage point	0.5	1.0
Decrease in interest expense due to a rate decrease of 1/8th of a percentage point	(0.5)	(1.0)
Increase in interest expense due to an increase in the percentage for debt issuance costs of 1%	1.3	2.6
Decrease in interest expense due to a decrease in the percentage for debt issuance costs of 1%	(1.3)	(2.6)

(l) Reflects adjustments to income tax expense due to the tax impact on the pro forma adjustments at the estimated statutory rate of 25%.

(m) Represents the attribution of net loss to a non-controlling interest. See (h) above for further details.

(n) Pro forma earnings per share (amounts rounded and in millions except share and per share)[1]:

	Six months ended June 30, 2021	Year ended December 31, 2020
Pro forma net income (loss) available to common stockholders (in millions)	$ (65.8)	$ (191.0)
Shares of Class A Common Stock:		
Class A common stock outstanding	75,000,000	75,000,000
Class A common stock issued to Mirion Sellers	30,401,902	30,401,902
Class A common stock issued to PIPE Investors	90,000,000	90,000,000
Class A redemptions	(14,628,610)	(14,628,610)
Pro forma weighted average number shares outstanding, Class A	180,773,292	180,773,292
Pro forma net income (loss) per share of common stock—basic and diluted, Class A[2][3]	$ (0.36)	$ (1.06)

(1) Class B common stock of the Combined Company will have voting rights but no economic interest in the Combined Company and therefore have been excluded from the calculation of basic earnings per share.

(2) At June 30, 2021, the Company had outstanding warrants to purchase up to 27,250,000 shares of Class A common stock. One whole warrant entitles the holder thereof to purchase one share of GSAH Class A common stock at a price of $11.50 per share. The Company's warrants are anti-dilutive due to pro forma net losses and have been excluded from the diluted number of the Combined Company's Shares outstanding.

(3) Excludes 18,750,000 founder shares that are subject to forfeiture if a Founder Share Vesting Event does not occur within five years of the closing of the Business Combination. The founder shares are subject to certain Founder Share Vesting Events. Holders of the founder shares are entitled to vote such founder shares and receive dividends and other distributions with respect to such founder shares prior to vesting, but such dividends and other distributions with respect to unvested founder Shares will be set aside by the Combined Company and shall only be paid to the holders of the founder shares upon the vesting of such founder shares.

As the holders of the founder shares are not entitled to participate in earnings unless the vesting conditions are met, the founders shares have been excluded from the calculation of basic earnings per share. The founders shares are also excluded from the calculation of diluted earnings per share because their inclusion would be anti-dilutive.

(o) Reflects the impact of Sun purchase accounting adjustments on the operating results for the year ending December 31, 2020 assuming the acquisition occurred on January 1, 2020 rather than the date acquired by Mirion (December 18, 2020) (dollars in millions).

For the year ended December 31, 2020	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	Total
Revenue									
Product	$ —	$—	$ (4.7)	$—	$—	$(2.6)	$ —	$ —	$ (7.3)
Service	—	—	(9.5)	—	—	—	—	—	(9.5)
Total revenues	—	—	(14.2)	—	—	(2.6)	—	—	(16.8)
Costs and expenses									
Cost of revenues – Product	4.1	(0.1)	—	4.7	—	(1.0)	—	—	7.7
Cost of revenues – Service	—	—	—	—	—	—	—	—	—
Selling, general and administrative	15.7	(0.5)	—	—	1.6	(1.1)	—	—	15.7
Research and development	—	—	—	—	—	—	—	—	—
Other deductions, net	—	—	—	—	—	—	—	—	—
Change in fair value of warrant liability	—	—	—	—	—	—	—	—	—
Dividend (income) expense	—	—	—	—	—	—	—	—	—
Interest expense, net	—	—	—	—	—	—	21.3	—	21.3
Income (loss) before income taxes	(19.8)	0.6	(14.2)	(4.7)	(1.6)	(0.5)	(21.3)	—	(61.5)
Income tax (benefit) expense	—	—	—	—	—	—	—	(11.1)	(11.1)
Net income (loss)	$(19.8)	$ 0.6	$(14.2)	$(4.7)	$(1.6)	$(0.5)	$(21.3)	$ 11.1	$(50.4)

(1) Reflects the incremental amortization of related to the additional intangible assets recognized in the purchase price allocation as well as the increase in fair value of certain intangible assets.

(2) Reflects the elimination of depreciation expense of related to the reduction in fair value of Sun Nuclear's property and equipment as of the acquisition date.

(3) Reflects the reduction in revenue related to the reduction in the fair value of Sun Nuclear's deferred revenue as of the acquisition date. The reduction in revenue represents the difference between prepayments related to the extended maintenance and software arrangements and the fair value of the assumed performance obligations.
(4) Reflects the increase to product cost of revenues from the increase in fair value of Sun Nuclear's inventory that is expected to be sold within one year of the acquisition date. The increase in fair value was determined based on the estimated selling price of the inventory, less the remaining manufacturing and selling costs and a normal profit margin on those manufacturing and selling efforts. These expenses will not affect the Combined Company's statement of operations beyond 12 months after the acquisition date.
(5) Reflects the increase in rent expense from the de-consolidation of affiliates that will no longer qualify for consolidation as a result of the Sun Acquisition.
(6) Reflects the elimination of the Radon business distributed to the Sun Nuclear shareholders prior to the Sun Acquisition.
(7) Reflects the incremental interest expense of $21.3 million, including the amortization of related debt issuance costs, related to financing the Sun Acquisition with a draw of $225 million on the 2019 Credit Facility and increase of $70 million in shareholder loans. The interest rate on the 2019 Credit Facility is based upon the lessor of LIBOR or 0% plus 4%. An increase in this interest rate of 1/8th of a percentage point would result in $0.3 million in additional interest expense; a decrease of 1/8th of a percentage point would result in $0.2 million less interest expense.
(8) Represents the income tax effect of the above pro forma adjustments for the year ended December 31, 2020 based on the U.S. statutory income tax rate of 25%.

(p) To eliminate the Company's dividend income on the trust account.
(q) Represents the recognition of additional transaction expenses estimated to be incurred in conjunction with the Business Combination. These costs will not affect the Company's statement of operations beyond 12 months after the acquisition date.