UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE QUARTERLY PERIOD ENDED JULY 4, 2026

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE TRANSITION PERIOD FROM __________ TO __________

Commission file number 000-18032

LATTICE SEMICONDUCTOR CORPORATION

(Exact name of Registrant as specified in its charter)

State of Delaware	**93-0835214**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
5555 NE Moore Court, Hillsboro, OR	**97124**
(Address of principal executive offices)	**(Zip Code)**

(503) 268-8000
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, $.01 par value	LSCC	Nasdaq Global Select Market

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer ☐
Non-accelerated filer ☐	Smaller reporting company ☐
	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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Number of shares of common stock outstanding as of July 30, 2026	142,030,272

LATTICE SEMICONDUCTOR CORPORATION
QUARTERLY REPORT ON FORM 10-Q
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Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of federal securities laws. These involve estimates, assumptions, risks, and uncertainties. Any statements about our expectations, beliefs, plans, objectives, assumptions, or future events or performance are not historical facts and may be forward-looking. We use words or phrases such as “anticipate,” “believe,” “could,” “estimate,” “expect,” “intend,” “plan,” "possible," “predict,” “projects,” “may,” “will,” “should,” “continue,” “ongoing,” “future,” “potential,” and similar words or phrases to identify forward-looking statements.

Forward-looking statements include, but are not limited to, statements about: our target or expected financial performance and our ability to achieve those results; current and future impacts of the macroeconomic climate, including ongoing global military conflicts and actions of governments, businesses, and individuals in response to these situations; the impact of any continuing trade or travel restrictions or increasing tariffs on the export and import of products between the U.S. and other countries, including China; the impact of any deterioration in relations between Taiwan and China, and other factors affecting military, political, or economic conditions in Taiwan or elsewhere in Asia; the impact of tariffs, trade sanctions, license requirements or similar actions on our suppliers and customers; the impact of inflationary pressures; our business strategy; our expectations and strategies regarding market trends and opportunities, including market drivers such as wireless and wireline communications infrastructure deployments, data center servers and networking equipment, client computing platforms, industrial Internet of Things, factory automation, robotics, automotive electronics, smart homes, prosumers, and other applications; our beliefs about who we may compete with and whether we are differentiated from those competitors, as well as their potential capabilities; our expectations regarding our customer base, including concentration in certain geographic regions and the impacts of our customers’ actions on our business; our expectations regarding distributor and customer purchasing patterns, inventory levels and growth, and order timing; our expectations regarding both new and existing product offerings; our gross margin growth and our strategies to achieve gross margin growth and other financial results; our future investments in research and development, and selling, general and administrative activities; our ability to attract and retain personnel and their importance to our performance; future financial results or accounting treatments, including non-GAAP financial measures; our judgments involved in accounting matters, including revenue recognition, inventories and cost of revenue, and income taxes; actions we may take regarding the design and continued effectiveness of our internal controls over financial reporting; our use of cash; our beliefs regarding the adequacy of our liquidity, capital resources and facilities; our expectations regarding borrowings under our 2026 Credit Agreement, including the delayed draw term loan facility incurred in connection with our acquisition of AMI, and our ability to comply with covenants in the 2026 Credit Agreement; our use of foreign currency forward contracts and other hedging instruments, and the effectiveness of such hedges in managing our foreign currency exposure; whether we will consider and act upon acquisition opportunities, and the timing, completion, or abandonment of such transactions and the impact of such opportunities on our business; expected timing and completion of our restructuring plans; whether we will pursue future stock repurchases and how any future repurchases will be funded; the future price volatility of our stock and the effects of that volatility; our ability or failure to prevent and respond to information technology system failures, security breaches and incidents, cyberattacks or fraud, and the occurrence and impact of such cybersecurity incidents; the costs of mitigating cybersecurity risks; the impact of artificial intelligence (“AI”), including our expectations regarding the growth of AI-related revenue; our ability to successfully pursue and execute acquisitions and inorganic growth, and to successfully integrate acquired businesses and achieve the anticipated benefits of acquisition transactions, including with respect to our acquisition of AMI completed in July 2026; the impact of laws and regulations addressing privacy, data protection, and cybersecurity and our ability to comply with the same; our ability to comply with other laws and regulations, the costs of such compliance, and costs incurred if we fail to comply with such laws and regulations; our beliefs regarding legal or administrative proceedings; and impacts of global pandemics, epidemics, and other public health matters and actions of governments, businesses, and individuals in response to these situations.

These forward-looking statements are based on estimates and assumptions that are subject to risks and uncertainties that could cause actual results to differ materially from those statements expressed in the forward-looking statements. The key factors, among others, that could cause our actual results to differ materially from the forward-looking statements include global economic conditions and uncertainty, including as a result of trade-related restrictions or tariffs or uncertainty regarding trade restrictions and tariffs, inflationary pressures, or the effect of any downturn in the economy on capital markets and credit markets; the macroeconomic climate and effects of global military conflicts and actions of governments, businesses, and individuals in response to these situations, the effects of which may give rise to or amplify the risks associated with many of these factors listed here; our ability to attract and retain key personnel; our ability to successfully integrate acquired businesses and achieve the anticipated benefits of acquisition transactions, including with respect to our acquisition of AMI completed in July 2026; and other factors more fully described herein and that are otherwise described from time to time in our filings with the Securities and Exchange Commission ("SEC"), including, but not limited to, the items discussed in Part I, Item 1A, “Risk Factors,” in our Annual Report on Form 10-K for the fiscal year ended January 3, 2026 filed with the SEC on February 13, 2026 and any additional or updated risk factors discussed in any subsequent Quarterly Report on Form 10-Q filed since that date.

You should not unduly rely on forward-looking statements because our actual results could differ materially from those expressed by us. In addition, any forward-looking statement applies only as of the date of this filing. We do not plan to, and undertake no obligation to, update any forward-looking statements to reflect new information or new events, circumstances or developments, or otherwise.

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

LATTICE SEMICONDUCTOR CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited)

	Three Months Ended		Six Months Ended	
(In thousands, except per share data)	**July 4, 2026**	**June 28, 2025**	**July 4, 2026**	**June 28, 2025**
Revenue	$ 201,079	$ 123,971	$ 371,976	$ 244,121
Cost of revenue	59,747	39,220	113,012	77,642
Gross margin	141,332	84,751	258,964	166,479
Operating expenses:				
Research and development	64,231	43,530	115,067	84,917
Selling, general, and administrative	50,278	34,811	90,383	67,937
Amortization of acquired intangible assets	19	13	39	13
Restructuring and other	22	1,691	625	1,932
Acquisition related	4,429	—	4,429	—
Total operating expenses	118,979	80,045	210,543	154,799
Income from operations	22,353	4,706	48,421	11,680
Interest income (expense), net	(88)	614	1,181	1,666
Other income (expense), net	(5,048)	(238)	(5,119)	(283)
Income before income taxes	17,217	5,082	44,483	13,063
Income tax expense (benefit)	(2,142)	2,169	3,307	5,128
Net income	$ 19,359	$ 2,913	$ 41,176	$ 7,935
Net income per share:				
Basic	$ 0.14	$ 0.02	$ 0.30	$ 0.06
Diluted	$ 0.14	$ 0.02	$ 0.29	$ 0.06
Shares used in per share calculations:				
Basic	137,049	137,112	136,932	137,399
Diluted	140,232	137,596	140,024	137,675

See Accompanying Notes to Unaudited Consolidated Financial Statements.

LATTICE SEMICONDUCTOR CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(unaudited)

	Three Months Ended		Six Months Ended	
(In thousands)	**July 4, 2026**	**June 28, 2025**	**July 4, 2026**	**June 28, 2025**
Net income	$ 19,359	$ 2,913	$ 41,176	$ 7,935
Other comprehensive income (loss), net of tax:				
Translation adjustment	(346)	521	(779)	903
Net change in unrealized gains (losses) on cash flow hedges	(116)	—	(468)	—
Change in actuarial valuation of defined benefit pension	—	—	8	(19)
Comprehensive income	$ 18,897	$ 3,434	$ 39,937	$ 8,819

See Accompanying Notes to Unaudited Consolidated Financial Statements.

LATTICE SEMICONDUCTOR CORPORATION
CONSOLIDATED BALANCE SHEETS
(unaudited)

(In thousands, except share and par value data)	July 4, 2026	January 3, 2026
ASSETS		
Current assets:		
Cash and cash equivalents	$ 173,305	$ 133,886
Accounts receivable, net	120,024	102,277
Inventories, net	100,501	89,202
Prepaid expenses and other current assets	44,308	38,509
Total current assets	438,138	363,874
Property and equipment, less accumulated depreciation of $122,487 at July 4, 2026 and $123,654 at January 3, 2026	80,550	77,032
Operating lease right-of-use assets	36,161	39,459
Intangible assets, net	20,082	4,143
Goodwill	315,358	315,358
Deferred income taxes	62,454	62,675
Other long-term assets	23,438	20,579
Total assets	$ 976,181	$ 883,120
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 80,894	$ 56,518
Accrued liabilities	32,691	30,594
Accrued payroll obligations	31,281	30,561
Total current liabilities	144,866	117,673
Long-term operating lease liabilities, net of current portion	32,591	36,127
Other long-term liabilities	11,197	15,266
Total liabilities	188,654	169,066
Contingencies (Note 12)		
Stockholders' equity:		
Preferred stock, $.01 par value, 10,000,000 shares authorized, none issued and outstanding	—	—
Common stock, $.01 par value, 300,000,000 shares authorized; 137,187,000 shares issued and outstanding as of July 4, 2026 and 136,771,000 shares issued and outstanding as of January 3, 2026	1,372	1,368
Additional paid-in capital	537,179	503,647
Retained earnings	253,358	212,182
Accumulated other comprehensive loss	(4,382)	(3,143)
Total stockholders' equity	787,527	714,054
Total liabilities and stockholders' equity	$ 976,181	$ 883,120

See Accompanying Notes to Unaudited Consolidated Financial Statements.

LATTICE SEMICONDUCTOR CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)

(In thousands)	Six Months Ended July 4, 2026	Six Months Ended June 28, 2025
Cash flows from operating activities:		
Net income	$ 41,176	$ 7,935
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation and amortization	18,985	17,539
Stock-based compensation expense	72,472	44,459
Change in deferred income tax provision	568	1,136
Amortization of right-of-use assets	3,647	3,840
Write-off unamortized debt costs	4,898	—
Other non-cash adjustments	1,070	324
Changes in assets and liabilities:		
Accounts receivable, net	(17,747)	(4,599)
Inventories, net	(11,299)	9,578
Prepaid expenses and other assets	(4,005)	13,882
Accounts payable	24,376	(3,023)
Accrued liabilities	2,949	(19,624)
Accrued payroll obligations	6,489	2,369
Operating lease liabilities, current and long-term portions	(5,022)	(3,393)
Net cash provided by (used in) operating activities	138,557	70,423
Cash flows from investing activities:		
Capital expenditures	(17,553)	(15,846)
Cash paid for software and intellectual property licenses	(23,990)	(7,782)
Cash paid for long-term investment	(1,200)	—
Net cash provided by (used in) investing activities	(42,743)	(23,628)
Cash flows from financing activities:		
Restricted stock unit tax withholdings	(32,868)	(7,961)
Proceeds from issuance of common stock	3,163	2,232
Repurchase of common stock	(15,000)	(70,855)
Cash paid for debt issuance costs	(11,749)	—
Net cash provided by (used in) financing activities	(56,454)	(76,584)
Effect of exchange rate change on cash	59	654
Net increase (decrease) in cash and cash equivalents	39,419	(29,135)
Beginning cash and cash equivalents	133,886	136,291
Ending cash and cash equivalents	$ 173,305	$ 107,156
Supplemental disclosure of cash flow information and non-cash investing and financing activities:		
Income taxes paid, net of refunds	$ 3,333	$ 4,192
Operating lease payments	$ 5,276	$ 4,187
Accrued purchases of plant and equipment	$ 2,399	$ 6,706
Operating lease right-of-use assets obtained in exchange for lease obligations	$ 997	$ 10,040

See Accompanying Notes to Unaudited Consolidated Financial Statements.

LATTICE SEMICONDUCTOR CORPORATION
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(unaudited)

The following summarizes the changes in total equity for the six-month period ended July 4, 2026:

	Common Stock ($.01 par value)		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total
(In thousands, except par value data)	Shares	Amount				
Balances, January 3, 2026	136,771	$ 1,368	$ 503,647	$ 212,182	$ (3,143)	$ 714,054
Components of comprehensive income, net of tax:						
Net income for the six months ended July 4, 2026	—	—	—	41,176	—	41,176
Other comprehensive income (loss)	—	—	—	—	(1,239)	(1,239)
Total comprehensive income						39,937
Employee equity incentive award stock issuance, net of tax withholding	582	6	(29,711)	—	—	(29,705)
Stock-based compensation expense	—	—	72,472	—	—	72,472
Prior year incentive compensation settled in equity	—	—	5,769	—	—	5,769
Repurchase of common stock	(166)	(2)	(14,998)	—	—	(15,000)
Balances, July 4, 2026	137,187	$ 1,372	$ 537,179	$ 253,358	$ (4,382)	$ 787,527

The following summarizes the changes in total equity for the six-month period ended June 28, 2025:

	Common Stock ($.01 par value)		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total
(In thousands, except par value data)	Shares	Amount				
Balances, December 28, 2024	137,704	$ 1,377	$ 504,299	$ 209,098	$ (3,842)	$ 710,932
Components of comprehensive income, net of tax:						
Net income for the six months ended June 28, 2025	—	—	—	7,935	—	7,935
Other comprehensive income (loss)	—	—	—	—	884	884
Total comprehensive income						8,819
Employee equity incentive award stock issuance, net of tax withholding	288	3	(5,732)	—	—	(5,729)
Stock-based compensation expense	—	—	44,459	—	—	44,459
Repurchase of common stock	(1,328)	(13)	(71,420)	—	—	(71,433)
Balances, June 28, 2025	136,664	$ 1,367	$ 471,606	$ 217,033	$ (2,958)	$ 687,048

See Accompanying Notes to Unaudited Consolidated Financial Statements.

LATTICE SEMICONDUCTOR CORPORATION
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (continued)
(unaudited)

The following summarizes the changes in total equity for the three-month period ended July 4, 2026:

(In thousands, except par value data)	Common Stock ($.01 par value) Shares	Common Stock ($.01 par value) Amount	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total
Balances, April 4, 2026	136,828	$ 1,368	$ 508,712	$ 233,999	$ (3,920)	$ 740,159
Components of comprehensive income, net of tax:						
Net income for the three months ended July 4, 2026	—	—	—	19,359	—	19,359
Other comprehensive income (loss)	—	—	—	—	(462)	(462)
Total comprehensive income						18,897
Employee equity incentive award stock issuance, net of tax withholding	359	4	(15,933)	—	—	(15,929)
Stock-based compensation expense	—	—	44,400	—	—	44,400
Balances, July 4, 2026	137,187	$ 1,372	$ 537,179	$ 253,358	$ (4,382)	$ 787,527

The following summarizes the changes in total equity for the three-month period ended June 28, 2025:

(In thousands, except par value data)	Common Stock ($.01 par value) Shares	Common Stock ($.01 par value) Amount	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total
Balances, March 29, 2025	137,504	$ 1,375	$ 495,895	$ 214,120	$ (3,479)	$ 707,911
Components of comprehensive income, net of tax:						
Net income for the three months ended June 28, 2025	—	—	—	2,913	—	2,913
Other comprehensive income (loss)	—	—	—	—	521	521
Total comprehensive income						3,434
Employee equity incentive award stock issuance, net of tax withholding	94	1	(1,951)	—	—	(1,950)
Stock-based compensation expense	—	—	24,086	—	—	24,086
Repurchase of common stock	(934)	(9)	(46,424)	—	—	(46,433)
Balances, June 28, 2025	136,664	$ 1,367	$ 471,606	$ 217,033	$ (2,958)	$ 687,048

See Accompanying Notes to Unaudited Consolidated Financial Statements.

LATTICE SEMICONDUCTOR CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

Note 1 - Basis of Presentation

Lattice Semiconductor Corporation and its subsidiaries (“Lattice,” the “Company,” “we,” “us,” or “our”) develop technologies that we monetize through differentiated programmable logic semiconductor products, silicon-enabling products, system solutions, design services, and technology licenses.

Basis of Presentation and Use of Estimates

The accompanying Consolidated Financial Statements are unaudited and have been prepared in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP") and pursuant to the rules and regulations of the U.S. Securities and Exchange Commission ("SEC"). In our opinion, they include all adjustments, consisting only of normal recurring adjustments, necessary for the fair presentation of results for the interim periods. Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. GAAP have been condensed or omitted as permitted by the SEC's rules and regulations for interim reporting. These Consolidated Financial Statements should be read in conjunction with our audited financial statements and notes thereto included in our Annual Report on Form 10-K for the year ended January 3, 2026 ("2025 10-K").

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and judgments affecting the amounts reported in our consolidated condensed financial statements and the accompanying notes. We base our estimates and judgments on historical experience, knowledge of current conditions, and our beliefs of what could occur in the future considering available information. While we believe that our estimates, assumptions, and judgments are reasonable, they are based on information available when made, and because of the uncertainty inherent in these matters, the actual results that we experience may differ materially from these estimates under different assumptions or conditions. We evaluate our estimates and judgments on an ongoing basis.

We describe our accounting methods and practices in more detail in our 2025 10-K. Other than as described below, there have been no changes to the significant accounting policies, procedures, or general information described in our 2025 10-K that have had a material impact on our consolidated condensed financial statements and the accompanying notes. Certain prior year balances have been reclassified to conform to the current year’s presentation.

During 2026, we initiated foreign currency hedging activities and, as a result, include the below additional accounting policies related to fair value and financial instruments:

Fair Value Accounting Policy

We apply the provisions of ASC 820, *Fair Value Measurement (ASC 820)*, to our assets and liabilities that we are required to measure at fair value pursuant to other accounting standards, including our derivative financial instruments. When determining fair value, we consider the principal or most advantageous market in which we would transact, as well as assumptions that market participants would use when pricing the asset or liability. All our financial assets and liabilities are measured and recorded at fair value on a recurring basis.

Financial Instrument Accounting Policy

In Fiscal 2026, we began to use derivative financial instruments to manage our exposure to foreign currency exchange rate risk. We have entered into foreign currency forward contracts in relation to certain operating expense activities denominated in currencies other than the U.S. Dollar, and these contracts generally mature within 12 months. We account for these instruments in accordance with ASC 815, Derivatives and Hedging (ASC 815), which requires that every derivative instrument be recorded as either an asset or liability measured at its fair value as of each reporting date.

ASC 815 also requires that changes in the fair values of our derivatives be recognized in earnings, unless specific hedge accounting and documentation criteria are met. The accounting for changes in the fair value of a derivative depends on the intended use of the derivative and the resulting designation. Our foreign currency contracts are designated as cash flow hedges. As such, we record the change in fair value of a derivative in Other comprehensive income (loss), and the change is reclassified to earnings in the period that the hedged item affects earnings.

As of July 4, 2026, the notional value of our outstanding foreign currency forward contracts designated as cash flow hedges was $44.9 million.

Fiscal Reporting Periods

We report based on a 52 or 53-week fiscal year ending on the Saturday closest to December 31. Our fiscal 2026 will be a 52-week year and will end on January 2, 2027, and our fiscal 2025 was a 53-week year that ended January 3, 2026. Our second quarter of fiscal 2026 and second quarter of fiscal 2025 ended on July 4, 2026 and June 28, 2025, respectively. All references to quarterly financial results are references to the results for the relevant 13-week or 26-week fiscal period.

Concentrations of Risk

Potential exposure to concentrations of risk may impact revenue, trade accounts receivable, cash and cash equivalents, and supply of wafers for our new products. Sales to distributors have historically accounted for a significant portion of our total revenue. Revenue attributable to distributors as a percentage of total revenue was 95% and 84% for the second quarter of fiscal 2026 and 2025, respectively, and 95% and 81% for the first six months of fiscal 2026 and 2025, respectively.

Distributors also account for a substantial portion of our net accounts receivable. Our two largest distributors account for 49% and 39%, respectively, of net accounts receivable at July 4, 2026 and 62% and 28%, respectively, of net accounts receivable at January 3, 2026. Concentration of credit risk with respect to trade accounts receivable is mitigated by our credit and collection process including active management of collections, credit limits, routine credit evaluations for essentially all customers, and secure transactions with letters of credit or advance payments where appropriate. We regularly review our allowance for doubtful accounts and the aging of our accounts receivable.

We limit our risk exposure related to cash and cash equivalents by placing our cash with high credit quality financial institutions. At times, such deposits may exceed Federal Deposit Insurance Corporation insurance limits. We have not experienced any losses on our deposits of cash and cash equivalents.

We rely on a limited number of foundries for our wafer purchases and partners for our assembly and test operations. We seek to mitigate the concentration of supply risk by establishing, maintaining, and managing multiple foundry and partner relationships; however, certain of our products are sourced from a single supplier and changing from one supplier to another can have a significant cost, or create delays in production or shipments, among other factors.

New Accounting Pronouncements

In November 2024, the FASB issued ASU 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*. This new guidance requires public entities to provide disaggregated disclosures, in the notes to the financial statements, of certain categories of expenses that are included in expense line items on the face of the income statement. The ASU may be applied prospectively or retrospectively and is effective for fiscal years beginning after December 15, 2026 and for interim periods beginning after December 15, 2027. Early adoption is permitted. We are currently evaluating the impact of adoption of this new guidance on our consolidated financial statements and disclosures.

In September 2025, the FASB issued ASU 2025-06, *Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software*. This ASU is intended to simplify the recognition and disclosure guidance related to capitalized internal-use software costs by removing all references to software development project stages and introducing a more judgment-based framework. ASU 2025-06 is effective for fiscal years beginning after December 15, 2027, and for interim periods within those fiscal years, with early adoption permitted as of the beginning of a fiscal year. This standard may be applied prospectively, retrospectively, or via a modified prospective transition method. We are currently evaluating the impact of adoption of this new guidance on our consolidated financial statements and disclosures.

Note 2 - Net Income per Share

We compute basic earnings per share based on the weighted average number of shares of common stock outstanding during the period. We compute diluted earnings per share based on the weighted average number of shares of common stock outstanding plus potentially dilutive shares of common stock outstanding during the period, if applicable. Potentially dilutive shares of common stock from employee equity incentive awards are determined by applying the treasury stock method to the assumed exercise of outstanding stock options, the assumed vesting of outstanding restricted stock units ("RSUs") and restricted stock awards ("RSAs"), and the assumed issuance of common stock under the stock purchase plan.

Our calculation of potentially dilutive shares includes the number of shares from our equity awards with market conditions or performance conditions that would be issuable under the terms of such awards at the end of the reporting period. For equity awards with a market condition, the number of shares included in the diluted share count as of the end of each period presented is determined by measuring the achievement of the market condition as of the end of the respective reporting periods. For equity awards with a performance condition, the number of shares that qualified for vesting as of the end of each period presented are included in the diluted share count when the condition for their issuance was satisfied by the end of the respective reporting periods. See "Note 9 - Stock-Based Compensation" to our consolidated financial statements for further discussion of our equity awards with market conditions or performance conditions.

A summary of basic and diluted Net income per share is presented in the following table:

	Three Months Ended		Six Months Ended	
(In thousands, except per share data)	July 4, 2026	June 28, 2025	July 4, 2026	June 28, 2025
Net income	$ 19,359	$ 2,913	$ 41,176	$ 7,935
Shares used in basic Net income per share	137,049	137,112	136,932	137,399
Dilutive effect of employee equity incentive awards	3,183	484	3,092	276
Shares used in diluted Net income per share	140,232	137,596	140,024	137,675
Basic Net income per share	$ 0.14	$ 0.02	$ 0.30	$ 0.06
Diluted Net income per share	$ 0.14	$ 0.02	$ 0.29	$ 0.06

The computation of diluted Net income per share excludes the effects of employee equity incentive awards that are antidilutive, aggregating to 0.2 million and 1.8 million shares, respectively, for the second quarter of fiscal 2026 and 2025 and to 0.1 million and 1.3 million shares, respectively, for the first six months of fiscal 2026 and 2025.

Note 3 - Revenue from Contracts with Customers

Disaggregation of Revenue

The following tables provide information about revenue from contracts with customers disaggregated by channel and by geographical market. Revenue is attributed to geographic regions based on the ship-to location of the customer. The Greater China geography includes revenue associated with shipments to both Hong Kong and mainland China. Products shipped to Hong Kong may subsequently be transferred to mainland China or other destinations, and products shipped to mainland China may similarly move through intermediary locations.

	Three Months Ended				Six Months Ended			
Revenue by Channel *(In thousands)*	July 4, 2026		June 28, 2025		July 4, 2026		June 28, 2025	
Distributors	$ 190,914	95%	$ 104,010	84%	$ 352,319	95%	$ 198,347	81%
Direct	10,165	5%	19,961	16%	19,657	5%	45,774	19%
Total revenue	$ 201,079	100%	$ 123,971	100%	$ 371,976	100%	$ 244,121	100%
Revenue by Geographical Market								
(In thousands)								
Greater China	$ 134,282	67%	$ 63,696	52%	$ 243,153	66%	$ 120,831	50%
Malaysia	17,450	9%	12,754	10%	34,749	9%	17,547	7%
Japan	4,078	2%	4,024	3%	6,427	2%	16,978	7%
Other Asia	3,549	1%	2,500	2%	7,607	2%	5,359	2%
Asia	159,359	79%	82,974	67%	291,936	79%	160,715	66%
Americas	23,106	12%	26,883	22%	41,898	11%	56,880	23%
Europe	18,614	9%	14,114	11%	38,142	10%	26,526	11%
Total revenue	$ 201,079	100%	$ 123,971	100%	$ 371,976	100%	$ 244,121	100%

Contract Balances

Our contract assets relate primarily to our rights to consideration for licenses and royalties due to us as a member of the HDMI Founders consortium. The balance results primarily from the amount of estimated revenue related to HDMI that we have recognized to date, but which has not yet been distributed to us by the HDMI licensing agent. Contract assets are included in Prepaid expenses and other current assets on our Consolidated Balance Sheets. The following table summarizes activity during the first six months of fiscal 2026:

(In thousands)	
Contract assets as of January 3, 2026	$ 7,669
Revenues recorded during the period	7,244
Transferred to Accounts receivable or collected	(8,743)
Contract assets as of July 4, 2026	$ 6,170

Contract liabilities are included in Accrued liabilities on our Consolidated Balance Sheets. The following table summarizes activity during the first six months of fiscal 2026:

(In thousands)		
Contract liabilities as of January 3, 2026	$	4,006
Accruals for estimated future stock rotation and scrap returns		2,906
Less: Release of accruals for recognized stock rotation and scrap returns		(1,416)
Contract liabilities as of July 4, 2026	$	5,496

Note 4 - Balance Sheet Components

Accounts Receivable

Accounts receivable do not bear interest and are shown net of an allowance for expected lifetime credit losses, which reflects our best estimate of probable losses inherent in the accounts receivable balance, as described in our 2025 10-K.

(In thousands)		July 4, 2026		January 3, 2026
Accounts receivable	$	120,024	$	102,277
Less: Allowance for credit losses		—		—
Accounts receivable, net	$	120,024	$	102,277

Inventories

(In thousands)		July 4, 2026		January 3, 2026
Work in progress	$	86,457	$	69,031
Finished goods		14,044		20,171
Total inventories, net	$	100,501	$	89,202

Property and Equipment – Geographic Information

Our Property and equipment, net by country at the end of each period was as follows:

(In thousands)		July 4, 2026		January 3, 2026
United States	$	38,587	$	40,338
India		12,760		11,825
Taiwan		11,500		11,524
Philippines		7,142		6,544
Malaysia		7,305		3,532
China		1,962		2,552
Other		1,294		717
Total foreign property and equipment, net		41,963		36,694
Total property and equipment, net	$	80,550	$	77,032

Accrued Liabilities

Included in Accrued liabilities in the Consolidated Balance Sheets are the following balances:

(In thousands)		July 4, 2026		January 3, 2026
Current portion of liability for non-cancellable contracts	$	15,494	$	13,296
Current portion of operating lease liabilities		5,491		5,980
Contract liabilities		5,496		4,006
Other accrued liabilities		6,210		7,312
Total accrued liabilities	$	32,691	$	30,594

Other Long-Term Liabilities

Included in Other long-term liabilities in the Consolidated Balance Sheets are the following balances:

(In thousands)	July 4, 2026	January 3, 2026
Long-term portion of liability for non-cancellable contracts	$ 5,531	$ 8,962
Other long-term liabilities	5,666	6,304
Total other long-term liabilities	$ 11,197	$ 15,266

Note 5 - Long-Term Debt

On June 30, 2026, we entered into a Second Amended and Restated Credit Agreement (the "2026 Credit Agreement"), which provides for a senior secured revolving loan facility ("revolving loans") in an aggregate principal amount of $200 million dollars and a senior secured delayed draw term loan facility ("term loans") in an aggregate principal amount of $950 million dollars (collectively, "long-term debt"). The 2026 Credit Agreement amended and restated in its entirety our Amended and Restated Credit Agreement, dated as of September 1, 2022 (the “2022 Credit Agreement”). On July 27, 2026, in connection with the completion of our acquisition of AMI, we borrowed $925 million under the term loans pursuant to the 2026 Credit Agreement, the proceeds of which were used to pay a portion of the cash purchase price consideration for the AMI acquisition (including refinancing outstanding indebtedness of AMI) and to pay fees, commissions, and expenses incurred in connection with the AMI acquisition. Following the borrowing of $925 million under the term loans, the remaining $25 million of undrawn commitments under the term loans expired on the closing date of the acquisition. Fees incurred in association with the 2026 Credit Agreement totaled $6.6 million through July 4, 2026.

The term loans are payable in required quarterly installments beginning with the first full fiscal quarter after the term loans are borrowed, equal to 1.250% of the original principal amount of the term loans for the first four fiscal quarters following the funding date, 1.875% of the original principal amount of the term loans for the fifth through twelfth fiscal quarters following the funding date, and 2.5% of the original principal amount of the term loans for each fiscal quarter thereafter, with the remaining principal amount and accrued and unpaid interest being due and payable on June 30, 2031. The term loans may be prepaid by the Company at any time in whole or in part, subject to certain minimum thresholds, without penalty or premium, subject to customary breakage costs for certain types of loans. The term loans are subject to customary mandatory prepayment requirements.

The proceeds of the revolving loans under the 2026 Credit Agreement may be used for working capital and general corporate purposes. Revolving loans may be repaid and reborrowed at our discretion, with any remaining outstanding principal amount due and payable on the maturity date of the revolving loans on June 30, 2031.

The 2026 Credit Agreement contains customary affirmative and negative covenants, including covenants limiting the ability of the Company to, among other things, incur debt, grant liens, undergo certain fundamental changes, make investments, make certain restricted payments, dispose of assets, enter into transactions with affiliates, and enter into burdensome agreements, in each case, subject to limitations and exceptions set forth in the 2026 Credit Agreement. We are also required to maintain compliance with a consolidated total net leverage ratio and a consolidated interest coverage ratio, in each case, determined in accordance with the terms of the 2026 Credit Agreement.

Loans under our 2026 Credit Agreement accrue interest at a per annum rate based on ranges determined by our consolidated total leverage ratio. At our option, interest accrues at either (a) the base rate (as defined in the 2026 Credit Agreement) plus a margin ranging from 0.00% and 0.75%, or (b) a term Secured Overnight Financing Rate ("SOFR") for interest periods of 1, 3 or 6 months plus a margin ranging from 1.00% and 1.75%. Interest is payable quarterly in arrears with respect to borrowings bearing interest at the base rate or on the last day of an interest period, but at least every three months, with respect to borrowings bearing interest at the term SOFR rate.

At July 4, 2026, we had no borrowings outstanding under the 2026 Credit Agreement, and at January 3, 2026, we had no borrowings outstanding under the 2022 Credit Agreement.

Prior to entering into the 2026 Credit Agreement and for the period in which the amendment was being prepared, we arranged for a commitment letter for a 1-year Senior Secured Bridge Facility (the "bridge facility"). Fees associated with the bridge facility commitments totaled $5.6 million, of which $0.9 million was amortized to Interest income (expense), net on our Consolidated Statements of Operations. With the execution of the 2026 Credit Agreement, the remaining $4.7 million of unamortized debt costs associated with the bridge facility and $0.2 million of unamortized debt costs associated with the 2022 Credit Agreement were expensed and are included in Other income (expense), net on our Consolidated Statements of Operations.

Note 6 - Restructuring

Under the Q3 2024 Plan, which is described in our 2025 10-K, we incurred restructuring costs of less than $0.1 million and $1.5 million, respectively, in the second quarter of fiscal 2026 and 2025 and $0.5 million and $1.6 million, respectively, in the first six months of fiscal 2026 and 2025. Under this plan, $11.5 million of total costs have been incurred through July 4, 2026. All actions planned under the Q3 2024 Plan have been implemented.

Other restructuring activity in the periods presented consisted of expense adjustments on previous plans. Costs and adjustments on restructuring plans are recorded to Restructuring and other on our Consolidated Statements of Operations. The restructuring accrual balance is presented in Accrued liabilities and in Other long-term liabilities on our Consolidated Balance Sheets. The following table displays the activity related to our restructuring plans:

(In thousands)	Severance & Related	Lease Termination & Fixed Assets	Total
Accrued Restructuring at January 3, 2026	$ 956	$ —	$ 956
Restructuring	465	(8)	457
Costs paid or otherwise settled	(1,417)	8	(1,409)
Accrued Restructuring at July 4, 2026	$ 4	$ —	$ 4
Accrued Restructuring at December 28, 2024	$ 1,905	$ 2,964	$ 4,869
Restructuring	1,589	104	1,693
Costs paid or otherwise settled	(2,715)	(937)	(3,652)
Accrued Restructuring at June 28, 2025	$ 779	$ 2,131	$ 2,910

Note 7 - Leases

Our facilities for corporate offices, sales offices, research and development facilities, storage facilities, and a data center are leased under operating leases, which expire at various times through 2035. Our leases have remaining lease terms of less than 1 year up to 9 years, some of which include options to extend for up to 5 years, and some of which include options to terminate within 1 year. The weighted-average remaining lease term was 6.0 years and the weighted-average discount rate was 4.9% as of July 4, 2026.

We recorded fixed operating lease expenses of $2.2 million and $2.3 million for the second quarter of fiscal 2026 and 2025, respectively, and $4.6 million and $4.4 million for the first six months of fiscal 2026 and 2025, respectively.

The following table presents the lease balance classifications within the Consolidated Balance Sheets and summarizes their activity during the first six months of fiscal 2026:

Operating lease right-of-use assets	*(In thousands)*
Balance as of January 3, 2026	$ 39,459
Right-of-use assets obtained for new or renewed lease contracts during the period	997
Amortization of right-of-use assets during the period	(3,647)
Adjustments for present value and foreign currency effects	(648)
Balance as of July 4, 2026	$ 36,161

Operating lease liabilities	*(In thousands)*
Balance as of January 3, 2026	$ 42,107
Lease liabilities accrued for new or renewed lease contracts during the period	997
Accretion of lease liabilities	946
Operating cash used for payments on lease liabilities	(5,276)
Adjustments for present value and foreign currency effects	(692)
Balance as of July 4, 2026	38,082
Less: Current portion of operating lease liabilities (included in Accrued liabilities)	(5,491)
Long-term operating lease liabilities, net of current portion	$ 32,591

Maturities of operating lease liabilities as of July 4, 2026 are as follows:

Fiscal year		*(In thousands)*
2026 (Remaining 2 quarters)	$	2,611
2027		8,825
2028		7,987
2029		5,368
2030		5,417
Thereafter		14,522
Total lease payments		44,730
Less: amount representing interest		(6,648)
Present value of lease liabilities	$	38,082

Note 8 - Intangible Assets

In connection with our previous acquisitions and purchases of certain intellectual property assets, we have recorded identifiable intangible assets related to existing technology, customer relationships, and trade name / trademarks. We amortize the intangible assets using the straight-line method over their estimated useful lives of 7 to 10 years. Additionally, we have entered into license agreements for third-party technology and recorded them as intangible assets. These licenses are being amortized to Research and development expense over their estimated useful lives of 1 to 10 years. In the second quarter of fiscal 2026, we licensed certain third-party technology under an agreement valued at $16.1 million, and we have determined that this license has a useful life of 10 years. On our Consolidated Balance Sheets at July 4, 2026 and January 3, 2026, Intangible assets, net are shown net of accumulated amortization of $166.9 million and $165.7 million, respectively.

We recorded amortization expense related to intangible assets on the Consolidated Statements of Operations as presented in the following table:

	Three Months Ended		Six Months Ended	
(In thousands)	July 4, 2026	June 28, 2025	July 4, 2026	June 28, 2025
Research and development	$ 604	$ 570	$ 1,153	$ 1,049
Amortization of acquired intangible assets	19	13	39	13
	$ 623	$ 583	$ 1,192	$ 1,062

Note 9 - Stock-Based Compensation

Total stock-based compensation expense included in our Consolidated Statements of Operations is presented in the following table:

	Three Months Ended		Six Months Ended	
(In thousands)	July 4, 2026	June 28, 2025	July 4, 2026	June 28, 2025
Cost of revenue	$ 2,619	$ 1,103	$ 4,292	$ 2,242
Research and development	18,737	10,271	30,522	19,874
Selling, general, and administrative	23,044	12,712	37,658	22,343
Total stock-based compensation expense	$ 44,400	$ 24,086	$ 72,472	$ 44,459

Market-Based and Performance-Based Stock Compensation

In the second quarter of fiscal 2026, we granted awards of restricted stock units ("RSUs") with a market condition to members of our executive leadership team ("ELT") and certain other senior executives. Under the terms of these grants, the RSUs with a market condition vest over a three-year period based on the Company's total shareholder return ("TSR") relative to the Russell 3000 index. The awards may vest at 250% or 200% (depending on the executive) if the 75th percentile of the market condition is achieved, at 100% if the 55th percentile of the market condition is achieved, and at 0% if the relative TSR is below the 25th percentile. Vesting is interpolated on a straight-line basis for market condition achievement between the 25th and 75th percentiles. For grants to members of the ELT, the market condition will be measured on the third anniversary of the grant date. For grants to other senior executives, the market condition will be measured equally on the first, second, and third anniversary of the grant date, using calendar years 2026, 2027, and 2028, respectively, as the measurement period for each of the three tranches.

In the first six months of fiscal 2026, certain awards with a market condition granted in prior fiscal years vested. During the first quarter of fiscal 2026, the market condition for awards granted to certain executives in the first quarter of fiscal 2023 exceeded the 25th percentile of their TSR condition, and these awards vested at 87%. Also during the first quarter of fiscal 2026, the market condition for the first tranche of awards granted to certain executives in the first quarter of fiscal 2025 exceeded the 75th percentile of their TSR condition, and these awards vested at 200%. During the second quarter of fiscal 2026, the market condition for the second tranche of awards granted to a certain executive in the third quarter of fiscal 2024 exceeded the 75th percentile of their TSR condition, and these awards vested at 200%.

For our awards with a market condition or performance condition, we incurred stock-based compensation expense of $22.3 million and $5.6 million, respectively, in the second quarter of fiscal 2026 and 2025 and $32.9 million and $9.8 million, respectively, in the first six months of fiscal 2026 and 2025. Stock-based compensation expense for the second quarter and first six months of 2026 included $9.6 million resulting from updates to the expected achievement of certain awards with a performance condition. These amounts are recorded as components of total stock-based compensation expense.

The following table summarizes the activity for our awards with a market condition or performance condition:

(Shares in thousands)	**Total**
Balance, January 3, 2026	2,115
Granted	160
Effect of vesting multiplier	48
Vested	(117)
Canceled	(58)
Balance, July 4, 2026	2,148

Incentive Compensation Settled In Equity

Under our Corporate Incentive Plan, incentive payments may be made in cash or in shares of our Common Stock, or a combination of both, as determined at the discretion of the Compensation Committee of our Board of Directors. To the extent incentive payments are settled in equity under the 2023 Equity Incentive Plan, the number of shares of our Common Stock to be issued is determined by dividing the eligible employee’s incentive payment value by the 30-calendar day average closing price of our Common Stock during the period ending the day before the date of settlement. Under this methodology, the value of the shares of our Common Stock issued on the settlement date could differ from the incentive payment value accrued. Any shares of our Common Stock issued to settle incentive payments under this plan vest immediately upon issuance.

Our results for the first six months of fiscal 2026 include our settlement in the first quarter of fiscal 2026 of a portion of the incentive compensation accrued during fiscal 2025 by issuing shares of our Common Stock with a total value of $5.8 million to certain employees.

Note 10 - Common Stock Repurchase Program

On December 5, 2025, we announced that our Board of Directors had approved a stock repurchase program pursuant to which up to $250 million of outstanding common stock could be repurchased from time to time (the "2026 Repurchase Program"). The 2026 Repurchase Program has no termination date and may be suspended or discontinued at any time.

No shares were repurchased during the second quarter of fiscal 2026. During the first six months of fiscal 2026, we repurchased 165,913 shares for $15.0 million, for an average price paid per share of $90.41, under the 2026 Repurchase Program. All repurchases were open market transactions funded from available working capital. All shares repurchased pursuant to the 2026 Repurchase Program were retired upon settlement. As of July 4, 2026, the remaining portion of the amount authorized for the 2026 Repurchase Program is $235.0 million.

Note 11 - Income Taxes

We are subject to federal and state income tax as well as income tax in the foreign jurisdictions in which we operate.

For the second quarter of fiscal 2026, we recorded an income tax benefit of $2.1 million and for the second quarter of fiscal 2025, we recorded income tax expense of $2.2 million. For the first six months of fiscal 2026 and 2025, we recorded income tax expense of approximately $3.3 million and $5.1 million, respectively. Income taxes for the three- and six-month periods ended July 4, 2026 and June 28, 2025 represent tax at the federal, state, and foreign statutory tax rates in addition to federal tax credits, stock-based compensation and other non-deductible items in federal, state, and foreign jurisdictions. The difference between the U.S. federal statutory tax rate of 21% and our effective tax rates for the three and six months ended July 4, 2026 and the three and six months ended June 28, 2025 resulted primarily from stock-based compensation expense, partially offset by foreign rate differentials.

The portion of our uncertain tax positions (including penalties and interest) recorded as a liability was $2.1 million at both July 4, 2026 and January 3, 2026, and is included as a component of Other long-term liabilities on our Consolidated Balance Sheets.

Note 12 - Contingencies

Legal Proceedings

From time to time, we are exposed to certain additional asserted and unasserted potential claims. We review the status of each significant matter and assess its potential financial exposure. If the potential loss from any claim or legal proceeding is considered probable and a range of possible losses can be estimated, we then accrue a liability for the estimated loss. Legal proceedings are subject to uncertainties, and the outcomes are difficult to predict. Because of such uncertainties, accruals are based only on the best information available at the time. As additional information becomes available, we reassess the potential liability related to pending claims and litigation and may revise estimates.

Note 13 - Segment Reporting

As of July 4, 2026, we have determined that the Company operates in a single operating and reportable segment: the core Lattice business, which includes silicon-based and silicon-enabling products, evaluation boards, development hardware, and related intellectual property licensing, services, and sales.

The following table sets forth the Company's revenue, significant expenses, and net income by its single operating and reportable segment:

	Three Months Ended		Six Months Ended	
(In thousands)	July 4, 2026	June 28, 2025	July 4, 2026	June 28, 2025
Revenue	$ 201,079	$ 123,971	$ 371,976	$ 244,121
Cost of revenue	$ 59,747	$ 39,220	$ 113,012	$ 77,642
Gross margin	$ 141,332	$ 84,751	$ 258,964	$ 166,479
Total operating expenses	$ 118,979	$ 80,045	$ 210,543	$ 154,799
Net income	$ 19,359	$ 2,913	$ 41,176	$ 7,935

Note 14 - Subsequent Event

On July 27, 2026, the Company completed its acquisition of AMI (the "AMI Acquisition"). Under the terms of the Agreement and Plan of Merger, dated May 4, 2026 (the "Merger Agreement"), by and among the Company, AMI, THL AMI Aggregator, LP ("THL") and the other parties thereto, the Company acquired for total consideration of approximately $1 billion in cash and approximately 5.2 million shares of Company common stock and restricted stock units, subject to adjustments set forth in the Merger Agreement, including for AMI's working capital, transaction expenses, cash and indebtedness as of the closing (the "Aggregate Consideration"). A portion of the Aggregate Consideration will be held in escrow to serve as security for potential adjustments to the Aggregate Consideration and indemnification claims under the Merger Agreement following the completion of the AMI Acquisition. In connection with the completion of the AMI Acquisition, the Company borrowed $925 million aggregate principal amount of loans under the delayed draw term loan facility pursuant to the 2026 Credit Agreement, as discussed in "Note 5 – Long-Term Debt". The Company is granting additional Company restricted stock units to AMI employees in connection with the completion of the AMI Acquisition, subject to certain vesting and other terms and conditions.

In connection with the AMI Acquisition, the Company and THL entered into a registration rights agreement (the "Registration Rights Agreement"), which provides for customary registration rights with respect to the shares of the Company's common stock issued to THL as consideration for the AMI Acquisition. Pursuant to the Registration Rights Agreement, THL and its affiliates will collectively be entitled to two underwritten block trades. In addition, as part of the AMI Acquisition, THL and the other stockholders of AMI are agreeing to certain transfer restrictions with respect to the shares of the Company's common stock issued as consideration for the AMI Acquisition, with 25% of the shares released from the transfer restrictions upon the completion of each successive 90-day period following the completion of the AMI Acquisition and a release in full from the transfer restrictions on July 27, 2027, the one-year anniversary of the completion of the AMI Acquisition.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read along with the unaudited consolidated financial statements and notes thereto included in Part I, Item 1 of this Quarterly Report on Form 10-Q, as well as the audited consolidated financial statements and notes thereto and Management's Discussion and Analysis of Financial Condition and Results of Operations in our 2025 10-K.

Overview

Lattice develops technologies that we monetize through differentiated programmable logic semiconductor products, silicon-enabling products, system solutions, design services, and technology licenses. Lattice is the low power programmable leader. We solve customer problems across the network, from the Edge to the Cloud, in the Compute, Communications, Industrial, and Embedded markets. Our technology, long-standing relationships, and commitment to world-class support helps our customers quickly and easily unleash their innovation to create a smart, secure, and connected world.

Lattice has focused its strategy on delivering programmable logic products and related solutions based on low power, small size, and ease of use. We also serve our customers with intellectual property ("IP") licensing and various other services. Our product development activities include new proprietary products, advanced packaging, existing product enhancements, software development tools, soft IP, and system solutions for high-growth applications such as Edge Artificial Intelligence, wireless and wireline infrastructure, platform security, and factory automation.

Critical Accounting Policies and Use of Estimates

Critical accounting policies are those that are both most important to the portrayal of a company's financial condition and results of operations, and that require management's most difficult, subjective, and complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. There have been no material changes to the items that we disclosed as our critical accounting policies and estimates in Management's Discussion and Analysis of Financial Condition and Results of Operations in our 2025 10-K.

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and judgments affecting the amounts reported in our consolidated condensed financial statements and the accompanying notes. We base our estimates and judgments on historical experience, knowledge of current conditions, and our beliefs of what could occur in the future considering available information. While we believe that our estimates, assumptions, and judgments are reasonable, they are based on information available when made, and because of the uncertainty inherent in these matters, actual results may differ materially from these estimates under different assumptions or conditions. We evaluate our estimates and judgments on an ongoing basis.

Results of Operations

Key elements of our Consolidated Statements of Operations, including as a percentage of revenue, are presented in the following table:

	Three Months Ended				Six Months Ended			
(In thousands)	July 4, 2026		June 28, 2025		July 4, 2026		June 28, 2025	
Revenue	$ 201,079	100.0%	$ 123,971	100.0%	$ 371,976	100.0%	$ 244,121	100.0%
Gross margin	141,332	70.3	84,751	68.4	258,964	69.6	166,479	68.2
Research and development	64,231	31.9	43,530	35.1	115,067	30.9	84,917	34.8
Selling, general and, administrative	50,278	25.0	34,811	28.1	90,383	24.3	67,937	27.8
Amortization of acquired intangible assets	19	0.0	13	0.0	39	0.0	13	0.0
Restructuring and other	22	0.0	1,691	1.4	625	0.2	1,932	0.8
Acquisition related	4,429	2.2	—	—	4,429	1.2	—	—
Income from operations	$ 22,353	11.1%	$ 4,706	3.8%	$ 48,421	13.0%	$ 11,680	4.8%

Revenue by End Market

During the first quarter of 2026, we aligned our end market structure to our larger strategic market focus areas. We sell our products globally to a broad base of customers in two primary end market groups: Compute and Communications, and Industrial and Embedded. Across our end markets, our products are increasingly used for AI-related applications, including device usage in AI-optimized servers in data centers, AI-enabled PCs, and AI-enabled robotics and ADAS systems, among others. We also provide IP licensing and services to these end markets.

Within these end markets, there are multiple drivers, including:
- Compute and Communications: data center servers, storage, and networking equipment, client computing platforms, and wireless and wireline communications infrastructure deployments,
- Industrial and Embedded: factory automation, robotics, automotive electronics, and industrial Internet of Things ("IoT"), smart home, prosumer, and other applications.

The end market data we use is derived from data provided to us by our distributors and end customers. With a diverse base of customers who may manufacture end products spanning multiple end markets, the assignment of revenue to a specific end market requires the use of judgment. We also recognize certain revenue for which end customers and end markets are not yet known. We assign this revenue first to a specific end market using historical and anticipated usage of the specific products, if possible, and allocate the remainder to the end markets based on either historical usage for each product family or industry application data for certain product types.

The following are examples of end market applications for the periods presented:

Compute and Communications	**Industrial and Embedded**
Data Networking	Security and Surveillance
Server Computing	Machine Vision
Client Computing	Industrial Automation
Data Storage	Robotics
Cloud	Automotive
Hyperscalers	Drones
Wireless	Factory Automation
Wireline	Cameras
	Displays / Televisions
	Home Theater / Sound Systems
	Wearables

The composition of our revenue by end market is presented in the following table:

	Three Months Ended				**Six Months Ended**			
(In thousands)	**July 4, 2026**		**June 28, 2025**		**July 4, 2026**		**June 28, 2025**	
Compute and Communications	$ 125,944	62.6%	$ 68,664	55.4%	$ 232,576	62.5%	$ 126,098	51.6%
Industrial and Embedded	75,135	37.4	55,307	44.6	139,400	37.5	118,023	48.4
Total revenue	$ 201,079	100.0%	$ 123,971	100.0%	$ 371,976	100.0%	$ 244,121	100.0%

Note: During the first quarter of 2026, we began disaggregating our revenue by Compute and Communications, and Industrial and Embedded. Prior periods have been reclassified to match current period presentation.

Revenue from the Compute and Communications end market increased by 83% for the second quarter of fiscal 2026 compared to the second quarter of fiscal 2025 and increased by 84% for the first six months of fiscal 2026 compared to the first six months of fiscal 2025 primarily due to stronger demand in data center applications, including general-purpose and AI-specific servers, as well as wireline networking components.

Revenue from the Industrial and Embedded end market increased by 36% for the second quarter of fiscal 2026 compared to the second quarter of fiscal 2025 and increased by 18% for the first six months of fiscal 2026 compared to the first six months of fiscal 2025 primarily due to recovering end market demand particularly from industrial and aerospace customers.

AI applications are pervasive across our end markets, so we do not consider AI applications as a distinct end market. We expect AI-related revenue to grow over the next few years based on the growing pipeline of AI-related design wins in a diverse set of applications across both of our end market groups.

Revenue by Geography

We have a diverse base of customers where distributors represent a significant portion of our total revenue. Our revenue by geographical market is based on the ship-to location of our customers, which can vary from time to time. For the second quarter of fiscal 2026 compared to the second quarter of fiscal 2025 and for the first six months of fiscal 2026 compared to the first six months of fiscal 2025, revenue from Asia increased by 92% and 82%, respectively, primarily due to hyperscaler demand, while revenue from the Americas decreased by 14% and 26%, respectively, primarily due to the non-recurrence of certain one-time sales in the prior year period, and revenue from Europe increased by 32% and 44%, respectively, primarily due to broad market recovery in this region.

The composition of our revenue by geography is presented in the following table:

	Three Months Ended				Six Months Ended			
(In thousands)	July 4, 2026		June 28, 2025		July 4, 2026		June 28, 2025	
Asia	$ 159,359	79.2%	$ 82,974	66.9%	$ 291,936	78.4%	$ 160,715	65.8%
Americas	23,106	11.5	26,883	21.7	41,898	11.3	56,880	23.3
Europe	18,614	9.3	14,114	11.4	38,142	10.3	26,526	10.9
Total revenue	$ 201,079	100.0%	$ 123,971	100.0%	$ 371,976	100.0%	$ 244,121	100.0%

Revenue from Customers

We sell our products to independent distributors and directly to customers. Distributors have historically accounted for a significant portion of our total revenue. Revenue attributable to distributors as a percentage of total revenue was 95% and 84% for the second quarter of fiscal 2026 and 2025, respectively, and 95% and 81% for the first six months of fiscal 2026 and 2025, respectively.

Gross Margin

The composition of our Gross margin, including as a percentage of revenue, is presented in the following table:

	Three Months Ended		Six Months Ended	
(In thousands)	July 4, 2026	June 28, 2025	July 4, 2026	June 28, 2025
Gross margin	$ 141,332	$ 84,751	$ 258,964	$ 166,479
Gross margin percentage	70.3%	68.4%	69.6%	68.2%

Gross margin, as a percentage of revenue, increased 190 basis points in the second quarter of fiscal 2026 compared to the second quarter of fiscal 2025 and increased by 140 basis points for the first six months of fiscal 2026 compared to the first six months of fiscal 2025. Higher margins resulted primarily from changes in product mix and volume between the periods, partially offset by higher stock-based compensation expense associated with market and performance-based awards in the current year.

Operating Expenses

Research and Development Expense

The composition of our Research and development expense, including as a percentage of revenue, is presented in the following table:

	Three Months Ended			Six Months Ended		
(In thousands)	July 4, 2026	June 28, 2025	% change	July 4, 2026	June 28, 2025	% change
Research and development	$ 64,231	$ 43,530	47.6%	$ 115,067	$ 84,917	35.5%
Percentage of revenue	31.9%	35.1%		30.9%	34.8%	

Research and development expense includes headcount-related costs, including cash- and stock-based compensation and benefits, R&D equipment expenses, engineering wafers, licenses, and outside engineering services. These expenditures are for the design of new products, IP cores, processes, packaging, and software solutions. The increase in Research and development expense for the second quarter and first six months of fiscal 2026 compared to the second quarter and first six months of fiscal 2025 was primarily due to higher stock-based and cash-based compensation expense, along with higher depreciation and amortization on semiconductor equipment and licensed software tools, and higher expenses for mask sets and prototypes. We believe that investing in research and development is important to delivering innovative products to our customers. We expect research and development expense to increase in the future, but to decline as a percentage of revenue.

Selling, General, and Administrative Expense

The composition of our Selling, general, and administrative expense, including as a percentage of revenue, is presented in the following table:

	Three Months Ended			Six Months Ended		
(In thousands)	July 4, 2026	June 28, 2025	% change	July 4, 2026	June 28, 2025	% change
Selling, general, and administrative	$ 50,278	$ 34,811	44.4%	$ 90,383	$ 67,937	33.0%
Percentage of revenue	25.0%	28.1%		24.3%	27.8%	

Selling, general, and administrative expense includes headcount-related costs, including cash- and stock-based compensation and benefits, related to selling, general, and administrative employees, commissions, depreciation, professional and outside services, trade show, and travel expenses. The increase in Selling, general, and administrative expense for the second quarter and first six months of fiscal 2026 compared to the second quarter and first six months of fiscal 2025 was primarily due to higher stock-based and cash-based compensation expense. We expect selling, general, and administrative expense to increase in the future, but to decline as a percentage of revenue.

Amortization of Acquired Intangible Assets

The composition of our Amortization of acquired intangible assets, including as a percentage of revenue, is presented in the following table:

	Three Months Ended			Six Months Ended		
(In thousands)	July 4, 2026	June 28, 2025	% change	July 4, 2026	June 28, 2025	% change
Amortization of acquired intangible assets	$ 19	$ 13	46.2%	$ 39	$ 13	100+%
Percentage of revenue	0.0%	0.0%		0.0%	0.0%	

The increase in Amortization of acquired intangible assets for the second quarter and first six months of fiscal 2026 compared to the second quarter and first six months of fiscal 2025 was due to the purchase of intellectual property assets in the second quarter of fiscal 2025.

Restructuring and Other

The composition of our Restructuring and other activity, including as a percentage of revenue, is presented in the following table:

	Three Months Ended			Six Months Ended		
(In thousands)	July 4, 2026	June 28, 2025	% change	July 4, 2026	June 28, 2025	% change
Restructuring and other	$ 22	$ 1,691	(98.7)%	$ 625	$ 1,932	(67.7)%
Percentage of revenue	0.0%	1.4%		0.2%	0.8%	

Restructuring and other is generally comprised of expenses resulting from workforce reductions, cancellation of contracts, and consolidation of our facilities. Details of our restructuring plans and expenses accrued under them are discussed in "Note 6 – Restructuring" to our Consolidated Financial Statements in Part I, Item 1 of this Quarterly Report on Form 10-Q. Restructuring and other costs decreased in the second quarter and first six months of fiscal 2026 compared to the second quarter and first six months of fiscal 2025 as we completed the actions planned under the Q3 2024 Plan.

Acquisition Related

The composition of our Acquisition related activity, including as a percentage of revenue, is presented in the following table:

	Three Months Ended			Six Months Ended		
(In thousands)	July 4, 2026	June 28, 2025	% change	July 4, 2026	June 28, 2025	% change
Acquisition related	$ 4,429	$ —	—%	$ 4,429	$ —	—%
Percentage of revenue	2.2%	—%		1.2%	—%	

Acquisition related activity includes professional fees and other expenses directly related to acquisitions. For fiscal 2026, Acquisition related expenses were entirely attributable to our acquisition of AMI which we completed in July 2026 and were comprised of professional fees for legal, accounting, and outside services, and for acquisition related travel costs.

Interest Income (Expense), net

The composition of our Interest income (expense), net, including as a percentage of revenue, is presented in the following table:

	Three Months Ended			Six Months Ended		
(In thousands)	**July 4, 2026**	**June 28, 2025**	**% change**	**July 4, 2026**	**June 28, 2025**	**% change**
Interest income (expense), net	$ (88)	$ 614	(100+)%	$ 1,181	$ 1,666	(29.1)%
Percentage of revenue	(0.0)%	0.5%		0.3%	0.7%	

Changes in Interest income (expense) for the second quarter and first six months of fiscal 2026 compared to the second quarter and first six months of fiscal 2025 were primarily due to amortization of debt costs related to the bridge facility in the current year periods as discussed in "Note 5 – Long-Term Debt" to our Consolidated Financial Statements in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Other Income (Expense), net

The composition of our Other income (expense), net, including as a percentage of revenue, is presented in the following table:

	Three Months Ended			Six Months Ended		
(In thousands)	**July 4, 2026**	**June 28, 2025**	**% change**	**July 4, 2026**	**June 28, 2025**	**% change**
Other income (expense), net	$ (5,048)	$ (238)	100+%	$ (5,119)	$ (283)	100+%
Percentage of revenue	(2.5)%	(0.2)%		(1.4)%	(0.1)%	

Changes in Other income (expense) for the second quarter and first six months of fiscal 2026 compared to the second quarter and first six months of 2025 were primarily due to the write-off of $4.7 million of unamortized debt costs related to the bridge facility and $0.2 million of unamortized debt cost associated with the 2022 Credit Agreement upon the re-financing of our long-term debt.

Income Tax Expense

The composition of our Income tax expense is presented in the following table:

	Three Months Ended			Six Months Ended		
(In thousands)	**July 4, 2026**	**June 28, 2025**	**% change**	**July 4, 2026**	**June 28, 2025**	**% change**
Income tax expense (benefit)	$ (2,142)	$ 2,169	(100+)%	$ 3,307	$ 5,128	(35.5)%

The lower income tax expense for the second quarter and first six months of fiscal 2026 compared to the second quarter and first six months of fiscal 2025 was primarily due to the impact of stock-based compensation combined with federal tax credits, partially offset by increased worldwide income.

Adjusted EBITDA

Adjusted EBITDA is a non-GAAP financial measure that we define as net income before net interest income (expense), income tax expense, depreciation and amortization, stock-based compensation, and other items that are considered unusual or not representative of underlying trends of our business, including but not limited to: legal expenses outside the ordinary course of business, transformation charges incurred in connection with our multi-year strategic initiative to realign our organizational structure and modernize our technology platforms, restructuring, and other charges, if applicable for the periods presented.

We believe that the exclusion of the items eliminated in calculating Adjusted EBITDA provides useful measures for period-to-period comparisons of our business. Accordingly, we believe that Adjusted EBITDA provides useful information in understanding and evaluating our operating results in the same manner as our management and our Board of Directors. Adjusted EBITDA should not be considered in isolation of, or as an alternative to, measures prepared in accordance with GAAP. Other companies, including companies in our industry, may calculate similarly-titled non-GAAP financial measures differently or may use other measures to evaluate their performance, all of which could reduce the usefulness of Adjusted EBITDA as a tool for comparison.

There are a number of limitations related to the use of Adjusted EBITDA rather than net income, which is the most directly comparable financial measure calculated in accordance with GAAP. Some of the limitations of Adjusted EBITDA include (i) Adjusted EBITDA does not properly reflect capital commitments to be paid in the future, and (ii) although depreciation and amortization are non-cash charges, the underlying assets may need to be replaced and Adjusted EBITDA does not reflect these potential capital expenditures. Our presentation of Adjusted EBITDA should not be construed as an inference that our future results will be unaffected by these expenses or any unusual or non-recurring items, as in the future we may incur expenses similar to the adjustments in this presentation. Evaluation of our performance should consider Adjusted EBITDA alongside other financial performance measures, including our net income and other GAAP results.

A reconciliation of Net income to Adjusted EBITDA, including as a percentage of revenue, is presented in the following table:

	Three Months Ended		Six Months Ended	
(In thousands)	**July 4, 2026**	**June 28, 2025**	**July 4, 2026**	**June 28, 2025**
GAAP Net income	$ 19,359	$ 2,913	$ 41,176	$ 7,935
GAAP Net income margin	*9.6%*	*2.3%*	*11.1%*	*3.3%*
Interest (income) expense, net	88	(614)	(1,181)	(1,666)
Income tax expense (benefit)	(2,142)	2,169	3,307	5,128
Amortization of acquired intangible assets	19	13	39	13
Depreciation and other amortization	9,414	8,380	18,523	16,966
Stock-based compensation (1)	44,852	24,141	73,343	44,697
Incentive compensation to be settled in equity (2)	5,427	1,274	8,860	2,802
Transformation charges	—	1,541	—	2,553
Legal expenses (3)	—	568	—	1,101
Restructuring and other	22	1,841	725	2,777
Acquisition related	4,429	—	4,429	—
Write-off unamortized debt costs	4,898	—	4,898	—
Adjusted EBITDA	$ 86,366	$ 42,226	$ 154,119	$ 82,306
Adjusted EBITDA margin	*43.0%*	*34.1%*	*41.4%*	*33.7%*

(1) Includes stock-based compensation and related payroll tax expenses.
(2) Includes accruals for the portion of our annual Corporate Incentive Plan that we intend to settle in equity and related payroll tax expenses.
(3) Includes legal expenses outside the ordinary course of business, including those incurred defending against claims described in our 2025 10-K.

Adjusted EBITDA increased for the second quarter and first six months of fiscal 2026 compared to the second quarter and first six months of fiscal 2025 primarily as a result of higher revenue, partially offset by higher headcount-related expenses and higher expenses for mask sets and prototypes.

Liquidity and Capital Resources

The following sections discuss material changes in our financial condition from the end of fiscal 2025, including the effects of changes in our Consolidated Balance Sheets, and the effects of our credit arrangements and contractual obligations on our liquidity and capital resources. There continues to be uncertainty around the extent of market volatility, the impact of tariffs, inflationary pressures, interest rate changes, recessionary concerns, uncertainty in the financial and banking industry, and geopolitical tension, which may impact our liquidity and working capital needs in future periods.

We have historically financed our operating and capital resource requirements through cash flows from operations and from the issuance of long-term debt to fund acquisitions. Cash provided by or used in operating activities will fluctuate from period to period due to fluctuations in operating results, the timing and collection of accounts receivable, and required inventory levels, among other things.

We believe that our financial resources, including current cash and cash equivalents, cash flow from operating activities, and our credit facilities, will be sufficient to meet our liquidity and working capital needs through at least the next 12 months. On June 30, 2026, we entered into our 2026 Credit Agreement, as described in "Note 5 – Long-Term Debt" under Part I, Item 1 of this report. As of July 4, 2026, we did not have significant long-term commitments for capital expenditures. For further information on our cash commitments for operating lease liabilities, see "Note 7 – Leases" under Part I, Item 1 of this report.

In the future, we may continue to consider acquisition opportunities to further extend our product or technology portfolios and further expand our product offerings. In connection with funding capital expenditures, acquisitions, securing additional wafer supply, increasing our working capital, or other purposes, we may seek to obtain equity or additional debt financing. We may also seek to obtain equity or additional debt financing if we experience downturns or cyclical fluctuations in our business that are more severe or longer than we anticipated when determining our current working capital needs.

Cash and cash equivalents

(In thousands)	July 4, 2026	January 3, 2026	$ Change	% Change
Cash and cash equivalents	$ 173,305	$ 133,886	$ 39,419	29.4%

As of July 4, 2026, we had Cash and cash equivalents of $173.3 million, of which $46.5 million was held by our foreign subsidiaries. We manage our global cash requirements considering, among other things, (i) available funds among our subsidiaries through which we conduct business, (ii) the geographic location of our liquidity needs, and (iii) the cost to access international cash balances. The repatriation of non-US earnings may require us to withhold and pay foreign income tax on dividends. This should not result in our recording significant additional tax expense as we have accrued expense based on current withholding rates. As of July 4, 2026, we could access all cash held by our foreign subsidiaries without incurring significant additional expense.

The net increase in Cash and cash equivalents of $39.4 million between January 3, 2026 and July 4, 2026 was primarily driven by cash flows from the following activities:

Operating activities — Cash provided by operating activities results from net income adjusted for certain non-cash items and changes in assets and liabilities. Cash provided by operating activities for the first six months of fiscal 2026 was $138.6 million compared to $70.4 million for the first six months of fiscal 2025. This increase of $68.2 million was primarily driven by $67.6 million more cash provided by net income adjusted for non-cash items, coupled with $0.6 million of net changes in working capital.

Investing activities — Investing cash flows consist primarily of transactions related to capital expenditures, payments for software and intellectual property licenses, and purchases of other investments. Net cash used by investing activities in the first six months of fiscal 2026 was $42.7 million compared to $23.6 million in the first six months of fiscal 2025.

Financing activities — Financing cash flows consist primarily of repurchases of common stock, tax payments related to the net share settlement of restricted stock units, proceeds from the acquisition of common stock under our employee stock purchase plan, and activity related to our long-term debt. Net cash used by financing activities was $56.5 million in the first six months of fiscal 2026 compared to $76.6 million in the first six months of fiscal 2025. This decrease of $20.1 million was due to the following activities: (i) during the first six months of fiscal 2026, we repurchased 0.2 million shares of common stock for $15.0 million, a decrease of $55.9 million compared to the first six months of fiscal 2025, where we repurchased 1.3 million shares of common stock for $70.9 million, (ii) payments for tax withholdings on vesting of RSUs partially offset by purchases under the employee stock purchase plan used net cash flows of $29.7 million in the first six months of fiscal 2026, an increase of $24.0 million from the net $5.7 million used in the first six months of fiscal 2025, and (iii) during the first six months of fiscal 2026, we paid $11.7 million in issuance costs related to new long-term debt under the bridge facility and the 2026 Credit Agreement.

Accounts receivable, net

(In thousands)	July 4, 2026	January 3, 2026	$ Change	% Change
Accounts receivable, net	$ 120,024	$ 102,277	$ 17,747	17.4%
Days sales outstanding	54	64	(10)	

Accounts receivable, net as of July 4, 2026 increased by $17.7 million, or 17%, compared to January 3, 2026. This increase was due to increased revenue and order scheduling through the quarter. We calculate Days sales outstanding on the basis of a 365-day year as Accounts receivable, net at the end of the quarter divided by sales during the quarter annualized and then multiplied by 365.

Inventories

(In thousands)	July 4, 2026	January 3, 2026	$ Change	% Change
Inventories	$ 100,501	$ 89,202	$ 11,299	12.7%
Days of inventory on hand	153	178	(25)	

Inventories as of July 4, 2026 increased by $11.3 million, or 13%, compared to January 3, 2026 as we build inventory to meet continued demand growth.

The Days of inventory on hand ratio compares the inventory balance at the end of a quarter to the cost of revenue in that quarter. We calculate Days of inventory on hand on the basis of a 365-day year as Inventories at the end of the quarter divided by Cost of revenue during the quarter annualized and then multiplied by 365.

Credit Arrangements

As of July 4, 2026, we had no used or unused credit arrangements beyond the facilities described in the 2026 Credit Agreement. The details of this arrangement are described in "Note 5 – Long-Term Debt" in the Notes to Consolidated Financial Statements of this Quarterly Report on Form 10-Q.

Share Repurchase Program

See Part II, Item 2, "Unregistered Sales of Equity Securities and Use of Proceeds," of this Quarterly Report on Form 10-Q for more information about the share repurchase program.

New Accounting Pronouncements

The information contained under the heading "New Accounting Pronouncements" in Note 1 – Basis of Presentation to our Consolidated Financial Statements in Part I, Item 1 of this report is incorporated by reference into this Part I, Item 2.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily a result of fluctuations in foreign currency exchange rates and interest rates. We assess these risks on a regular basis and have established policies that are designed to protect against the adverse effects of these and other potential exposures. There have been no material changes to either the foreign currency exchange rate risk or interest rate risk previously disclosed in Part II, Item 7A, "Quantitative and Qualitative Disclosures About Market Risk," of our 2025 10-K.

ITEM 4. CONTROLS AND PROCEDURES

Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures

In connection with the filing of this Quarterly Report on Form 10-Q, our management, including our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) as of the end of the period covered by this report. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls were effective as of the end of the period covered by this report.

Changes in Internal Control over Financial Reporting

There were no changes in our internal controls over financial reporting (as defined in Rules 13a-15(f) under the Exchange Act) that occurred during the second quarter of fiscal 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

We do not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the controls. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

The information set forth above under "Note 12 – Contingencies – Legal Proceedings" contained in the Notes to Consolidated Financial Statements is incorporated herein by reference.

ITEM 1A. RISK FACTORS

In addition to the other information set forth in this Quarterly Report on Form 10-Q, you should carefully consider the risk factors set forth below, together with the risk factors associated with our business previously described in Part I, Item 1A, "Risk Factors," in our 2025 10-K. Other than as set forth below there have been no material changes in the risk factors included in our 2025 10-K, and this report should be read in conjunction with the risk factors set forth in our 2025 10-K. These risk factors are not the only risks facing our company. Additional risks and uncertainties not presently known to us or that we may currently deem to be immaterial could materially adversely affect our business, financial condition, or operating results, including those related to adverse macroeconomic conditions, such as tariffs and trade disruptions, rising inflation, and labor shortages, and supply constraints arising from increased demand for our products or for semiconductor manufacturing capacity across the industry, which may affect demand for our products or increase our product or labor costs, negatively impacting our revenues, gross margins, and overall financial results. If any of these risks occur, our business, financial condition, operating results, and cash flows could be materially adversely affected, and the trading price of our common stock could decline. These factors, together with all of the other information in this Quarterly Report on Form 10-Q, including our unaudited condensed consolidated financial statements and the accompanying notes included elsewhere in this Quarterly Report on Form 10-Q, should be carefully considered before making an investment decision relating to our common stock.

Acquisitions, divestitures, strategic investments and strategic partnerships could disrupt our business and adversely affect our financial condition and operating results.

We actively evaluate and may continue to pursue growth opportunities by acquiring complementary businesses, solutions or technologies through strategic transactions, investments or partnerships. For example, in July 2026, we completed the AMI Acquisition, and we are in the process of integrating AMI's business, operations, technology, and personnel with our own. The identification, evaluation, negotiation, and pursuit of such transactions, strategic investments or strategic partnership candidates requires significant management time and attention and involves substantial costs, including fees paid to financial advisors, consultants, legal counsel, and other third parties, regardless of whether any transaction is ultimately consummated. If such strategic transactions require us to seek additional debt or equity financing, we may not be able to obtain such financing on terms favorable to us or at all, and such transactions may adversely affect our liquidity, capital structure, and overall financial flexibility. We may also choose to divest certain non-core assets, which could lead to charges against earnings and may expose us to additional liabilities and risks. Any strategic transaction might not strengthen our competitive position, may increase some of our risks, and may be viewed negatively by our customers, partners or investors. Even if we successfully complete a strategic transaction, we may not be able to effectively integrate the acquired business, technology, systems, control environment, solutions, personnel or operations into our business or global tax structure. We may not realize the anticipated benefits, synergies, or cost savings of the AMI Acquisition or any other strategic transaction within the expected timeframe or at all, and our integration of AMI or other acquired businesses may be more difficult, costly, or time-consuming than we currently anticipate, including as a result of challenges in retaining key employees and customers, coordinating geographically dispersed organizations, and integrating disparate business systems, technologies, and controls. We may experience unexpected changes in how we are required to account for strategic transactions pursuant to U.S. GAAP and may not achieve the anticipated benefits of any strategic transaction. We may incur unexpected costs, obligations, claims or liabilities during the strategic transaction or that we assume from the acquired business, or we may discover adverse conditions post acquisition for which we have limited or no recourse, including but not limited to those related to intellectual property, litigation, regulatory compliance, taxes, indemnification obligations, or accounting treatment, each of which may require us to make significant judgments and estimates under U.S. GAAP that could affect our reported financial results. In addition, we may be required to incur restructuring charges, impairment charges, or other costs in connection with any transaction, including the AMI Acquisition. We may also be subject to increased scrutiny by regulators, customers, partners, and investors in connection with strategic transactions, and any perceived failure to execute effectively could adversely affect our reputation and market position. We may also be a target for unsolicited acquisition or business combination offers. Appropriately reviewing and responding to any such offer can be costly and complex, and diverts the efforts and attention of management.

We may incur indebtedness which could reduce our strategic flexibility and liquidity and may have other adverse effects on our results of operations.

Our Second Amended and Restated Credit Agreement, dated June 30, 2026 (the “2026 Credit Agreement”) allows us to draw up to $200 million in revolving loans and up to $950.0 million of delayed draw term loans. The level of committed capacity available to us under the revolving credit facility may limit our financial flexibility, including our ability to respond to adverse economic conditions, fund working capital needs, pursue strategic initiatives or acquisitions, or address unforeseen operational or regulatory challenges. As of July 4, 2026, we had no borrowings outstanding under the 2026 Credit Agreement. We borrowed $925 million of delayed draw term loans on July 27, 2026 in connection with the completion of the AMI Acquisition. Following the borrowing of $925 million under the delayed draw term loan facility, the remaining $25 million of undrawn commitments under the delayed draw term loan facility expired on the closing date of the acquisition. Our obligations under the 2026 Credit Agreement are guaranteed by certain of our U.S. subsidiaries meeting materiality thresholds set forth in the 2026 Credit Agreement. The term loans amortize quarterly as set forth in the 2026 Credit Agreement and mature on June 30, 2031 and the revolving loans under the 2026 Credit Agreement may be reborrowed and repaid at our discretion, with any remaining outstanding principal amount due and payable on the maturity date of the revolving loan facility on June 30, 2031. Our ability to meet our debt service obligations depends upon our operating and financial performance, which is subject to general economic and competitive conditions and to financial, business and other factors affecting our operations, many of which are beyond our control. If we are unable to service our debt, we may need to sell material assets, restructure or refinance our debt, increase our borrowing capacity, or incur additional indebtedness, or seek additional equity capital. Prevailing economic conditions and global credit markets could adversely impact our ability to sell material assets, restructure or refinance our debt on terms acceptable to us, or at all, or we may not be able to restructure or refinance our debt without incurring significant additional fees and expenses.

The 2026 Credit Agreement contains customary affirmative and negative covenants, including covenants limiting the ability of the Company and our subsidiaries to, among other things, incur debt, grant liens, undergo certain fundamental changes, make investments, make certain restricted payments, dispose of assets, enter into transactions with affiliates, and enter into burdensome agreements, in each case, subject to limitations and exceptions set forth in the 2026 Credit Agreement. We are also required to maintain compliance with a total net leverage ratio and an interest coverage ratio, in each case, determined in accordance with the terms of the 2026 Credit Agreement.

The amount and terms of our indebtedness, as well as our credit rating, could have important consequences, including the following:

- we may be more vulnerable to economic downturns, less able to withstand competitive pressures, and less flexible in responding to changing business and economic conditions;
- our cash flow from operations may be allocated to the payment of outstanding indebtedness, and not to research and development, operations or business growth;
- we might not generate sufficient cash flow from operations or other sources to enable us to meet our payment obligations under the facility and to fund other liquidity needs;
- our ability to make distributions to our stockholders in a sale or liquidation may be limited until any balance on the facility is repaid in full; and
- our ability to incur additional debt, including for working capital, acquisitions, or other needs, is more limited.

If we breach a loan covenant, the lenders could accelerate the repayment of the facility. We might not have sufficient assets to repay our indebtedness upon acceleration. If we are unable to repay or refinance the indebtedness upon acceleration or at maturity, the lenders could initiate a bankruptcy proceeding against us or collection proceedings with respect to our assets and subsidiaries securing the facility, which could materially decrease the value of our common stock.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Issuer Purchases of Equity Securities

On December 5, 2025, we announced that our Board of Directors had approved a stock repurchase program pursuant to which up to $250 million of outstanding common stock could be repurchased from time to time (the "2026 Repurchase Program"). The 2026 Repurchase Program has no termination date and may be suspended or discontinued at any time.

No shares were repurchased during the second quarter of fiscal 2026. As of July 4, 2026, the remaining portion of the amount authorized for the 2026 Repurchase Program is $235.0 million.

ITEM 5. OTHER INFORMATION

Rule 10b5-1 Trading Plans

On May 18, 2026, Esam Elashmawi, Senior Vice President and Chief Strategy and Marketing Officer, adopted a Rule 10b5-1 trading arrangement intended to satisfy the affirmative defense condition of Rule 10b5-1(c), pursuant to which an estimated aggregate of 15,742 shares of our Common Stock may be sold. The aggregate number of shares sold may differ based on tax withholdings for vesting stock awards, actual market achievement for performance RSUs, and actual number of future shares purchased under the Employee Stock Purchase Plan. The duration of the trading arrangement is until May 30, 2027, or earlier if all transactions under the trading arrangement are completed.

No other directors or officers, as defined in Rule 16a-1(f), or directors adopted or terminated a “Rule 10b5-1 trading arrangement” or a “non-Rule 10b5-1 trading arrangement,” as defined in Regulation S-K Item 408, during the last fiscal quarter.

ITEM 6. EXHIBITS

Exhibit Number	Description
10.1*	Second Amended and Restated Credit Agreement, by and among Lattice Semiconductor Corporation, as borrower, the lenders party thereto, and Wells Fargo Bank, National Association, as administrative agent, and a senior secured delayed draw term loan facility, dated as of June 30, 2026.
10.2*	Agreement and Plan of Merger, by and among Lattice Semiconductor Corporation, certain of its wholly owned subsidiaries, AMI TopCo, Inc., and THL AMI Aggregator, LP, dated as of May 4, 2026.
10.3	Registration Right Agreement by and between Lattice Semiconductor Corporation and THL AMI Aggregator, LP, dated as of May 4, 2026.
10.4#	Commitment Letter by and among Lattice Semiconductor Corporation, Wells Fargo Bank, N.A., Wells Fargo Securities, LLC and Morgan Stanley Senior Funding, Inc., dated as of May 4, 2026.
10.5	Amended and Restated 2025 Inducement Equity Incentive Plan (Incorporated by reference to Exhibit 10.1 filed with the Company’s Current Report on Form 8-K filed July 27, 2026).
31.1	Certification of Chief Executive Officer pursuant to the Securities Exchange Act of 1934 Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to the Securities Exchange Act of 1934 Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

* Certain exhibits and schedules to this exhibit have been omitted in accordance with Item 601(a)(5) of Regulation S-K. We agree to furnish supplementally a copy of all omitted exhibits and schedules to the Securities and Exchange Commission upon its request.

\# Portions of this exhibit (indicated by asterisks) have been omitted in accordance with Item 601(b)(10)(iv) of Regulation S-K because they are both not material and are the type that the Registrant treats as private or confidential.

EXHIBITS (continued)

Exhibit Number	Description
101.INS	Inline XBRL Instance Document (the Instance Document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File - formatted in Inline XBRL and included in Exhibit 101

SIGNATURES

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

LATTICE SEMICONDUCTOR CORPORATION
(Registrant)

/s/ Lorenzo A. Flores
Lorenzo A. Flores
Senior Vice President, Chief Financial Officer
(Principal Financial and Accounting Officer)

Date: August 4, 2026

Exhibit 10.1

Published CUSIP Number: 51841LAH2
Revolving Credit CUSIP Number: 51841LAK5
Delayed Draw Term Loan CUSIP Number: 51841LAJ8

$1,150,000,000

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

dated as of June 30, 2026,

by and among

LATTICE SEMICONDUCTOR CORPORATION,
as Borrower,

the Lenders referred to herein,
as Lenders,

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent,
Swingline Lender and Issuing Lender

WELLS FARGO SECURITIES, LLC
and
MORGAN STANLEY SENIOR FUNDING, INC.,
as Global Coordinators

WELLS FARGO SECURITIES, LLC,
MORGAN STANLEY MUFG LOAN PARTNERS, LLC,
BOFA SECURITIES, INC.,
CITIGROUP GLOBAL MARKETS INC.,
HSBC SECURITIES (USA), INC.,
JPMORGAN SECURITIES LLC,
KEYBANK NATIONAL ASSOCIATION,
PNC CAPITAL MARKETS LLC,
THE BANK OF NOVA SCOTIA, and
U.S. BANK NATIONAL ASSOCIATION,
as Joint Lead Arrangers and Joint Bookrunners

UBS SECURITIES LLC,
CAPITAL ONE, N.A., and
SILICON VALLEY BANK, A DIVISION OF FIRST-CITIZENS BANK & TRUST COMPANY,
as Co-Documentation Agents

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EXHIBITS

SCHEDULES

SECOND AMENDED AND RESTATED CREDIT AGREEMENT, dated as of June 30, 2026, by and among LATTICE SEMICONDUCTOR CORPORATION, a Delaware corporation, as Borrower, the lenders who are party to this Agreement and the lenders who may become a party to this Agreement pursuant to the terms hereof, as Lenders, and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent for the Lenders.

STATEMENT OF PURPOSE

WHEREAS, the Borrower, certain financial institutions party thereto and Wells Fargo Bank, National Association, as administrative agent, are parties to that certain Amended and Restated Credit Agreement dated as of September 1, 2022 (as amended, modified, restated or supplemented immediately prior to the date hereof, the "Existing Credit Agreement"). The Borrower has requested, and subject to the terms and conditions set forth in this Agreement, the Administrative Agent and the Lenders have agreed, to amend and restate the Existing Credit Agreement pursuant to the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, such parties hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1 Definitions. The following terms when used in this Agreement shall have the meanings assigned to them below:

"Acquired EBITDA" means, with respect to any Person or business acquired pursuant to an Acquisition for any period, the amount for such period of Consolidated EBITDA of any such Person or business so acquired (determined using such definitions as if references to the Borrower and its Subsidiaries therein were to such Person or business), as calculated by the Borrower in good faith and which shall be factually supported by historical financial statements; provided, that, notwithstanding the foregoing to the contrary, in determining Acquired EBITDA for any Person or business that does not have historical financial accounting periods which coincide with that of the financial accounting periods of the Borrower and its Subsidiaries (a) references to Test Period in any applicable definitions shall be deemed to mean the same relevant period as the applicable period of determination for the Borrower and its Subsidiaries and (b) to the extent the commencement of any such Test Period shall occur during a fiscal quarter of such acquired Person or business (such that only a portion of such fiscal quarter shall be included in such Test Period), Acquired EBITDA for the portion of such fiscal quarter so included in such Test Period shall be deemed to be an amount equal to (x) Acquired EBITDA otherwise attributable to the entire fiscal quarter (determined in a manner consistent with the terms set forth above) multiplied by (y) a fraction, the numerator of which shall be the number of months of such fiscal quarter included in the relevant Test Period and the denominator of which shall be actual months in such fiscal quarter.

"Acquisition" means any acquisition, or any series of related acquisitions, consummated on or after the date of this Agreement, by which any Credit Party or any of its Subsidiaries (a) acquires any business or all or substantially all of the assets of any Person, or business unit, line of business or division thereof, whether through purchase of assets, exchange, issuance of stock or other equity or debt securities, merger, reorganization, amalgamation, division or otherwise or (b) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the securities of a corporation which have ordinary voting power for the election of members of the board of directors or the equivalent governing body (other than securities having such power only by reason of the happening of a contingency) or a majority (by percentage or voting power) of the outstanding ownership interests of a partnership or limited liability company.

"Administrative Agent" means Wells Fargo (or any of its designated branch offices or affiliates), in its capacity as Administrative Agent hereunder, and any successor thereto appointed pursuant to Section 11.6.

"Administrative Agent's Office" means the office of the Administrative Agent specified in or determined in accordance with the provisions of Section 12.1(c).

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

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

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

"Agent Parties" has the meaning assigned thereto in Section 12.1(e).

"Agreement" means this Second Amended and Restated Credit Agreement.

"AMI Acquired Company" means AMI TopCo, Inc., a Delaware corporation.

"AMI Acquisition" means the acquisition of 100% of the Equity Interests of the AMI Acquired Company pursuant to the AMI Acquisition Agreement.

"AMI Acquisition Agreement" means that certain Agreement and Plan of Merger and Reorganization (together with all exhibits, schedules and annexes thereto), dated as of May 4, 2026, by and among the Borrower, Alta Merger Sub I, Inc., Alta Merger Sub II, LLC, the AMI Acquired Company and THL AMI Aggregator, LP, as Securityholder Representative, as in effect on the Closing Date and as hereafter amended, restated, supplemented or otherwise modified as permitted hereunder.

"AMI Refinancing" means the refinancing of all Indebtedness arising under that certain Credit Agreement, dated as of October 17, 2024, among AMI Intermediate, Inc., AMI Buyer, Inc. and certain of its subsidiaries, the lenders party thereto and Bain Capital Credit, LP, as administrative agent.

"AMI Specified Acquisition Agreement Representations" means the representations made by the Securityholders (as defined in the AMI Acquisition Agreement) or with respect to or by the AMI Acquired Company in the AMI Acquisition Agreement as are material to the interests of the Lenders, but only to the extent that the Borrower or its Subsidiaries have the right (taking into account applicable notice or cure provisions) to terminate the

Borrower's or its Subsidiaries' obligations under the AMI Acquisition Agreement, or to decline to consummate the AMI Acquisition pursuant to the AMI Acquisition Agreement, as a result of a breach of such representation in the AMI Acquisition Agreement.

"AMI Specified Representations" means the representations and warranties set forth in Sections 7.1 (as to the corporate existence and power of Credit Parties), 7.3 (as to the execution, delivery and performance of the Loan Documents), 7.4(iii) (as to the execution, delivery and performance of the Loan Documents), 7.10, 7.11(a), 7.16 (with solvency of the Borrower and its Subsidiaries determined in accordance with ***Exhibit J***), 7.19(a) (with respect to the use of the proceeds of the Delayed Draw Term Loan not violating the PATRIOT Act), 7.19(d) (with respect to the use of the proceeds of the Delayed Draw Term Loan not violating any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions), the last sentence of Section 7.1 and Section 3.1(a) and (b) of the Collateral Agreement.

"AMI Transaction" means, collectively, the AMI Acquisition, the mergers of Alta Merger Sub I, Inc. and Alta Merger Sub II, LLC contemplated by the AMI Acquisition Agreement, the provision of the consideration for the AMI Acquisition comprised of Equity Interests in the Borrower (as contemplated by the AMI Acquisition Agreement), cash on hand and the proceeds of the Delayed Draw Term Loan, the incurrence of the Delayed Draw Term Loan and the negotiation, execution and delivery of the Loan Documents entered into in connection with the AMI Acquisition, and the AMI Refinancing.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction from time to time concerning or relating to bribery or corruption, including the United States Foreign Corrupt Practices Act of 1977 and the rules and regulations thereunder and the U.K. Bribery Act 2010 and the rules and regulations thereunder.

"Anti-Money Laundering Laws" means any and all laws, statutes, regulations or obligatory government orders, decrees, ordinances or rules related to terrorism financing or money laundering, including Executive Order No. 13224 on Terrorist Financing effective September 24, 2001 (the "Executive Order"), any applicable provision of the PATRIOT Act and The Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959).

"Applicable Law" means all applicable provisions of constitutions, laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of Governmental Authorities and all orders and decrees of all courts and arbitrators.

"Applicable Margin" means the corresponding percentages per annum as set forth below based on the Consolidated Total Leverage Ratio:

Pricing Level	Consolidated Total Leverage Ratio	Term SOFR +	Base Rate +	Commitment Fee
I	Greater than or equal to 2.50 to 1.00	1.75%	0.75%	0.25%
II	Greater than or equal to 2.00 to 1.00, but less than 2.50 to 1.00	1.50%	0.50%	0.20%
III	Greater than or equal to 1.50 to 1.00, but less than 2.00 to 1.00	1.25%	0.25%	0.175%
IV	Less than 1.50 to 1.00	1.00%	0.00%	0.15%

The Applicable Margin shall be determined and adjusted quarterly on the date five (5) Business Days after the day on which the Borrower provides a Compliance Certificate pursuant to Section 8.2(a) for the most recently completed fiscal quarter of the Borrower (each such date, a "Calculation Date"); provided that (a) the Applicable Margin shall be based on Pricing Level I until the fifth Business Day after the delivery date of the Compliance Certificate pursuant to Section 8.2(a) for the fiscal quarter ending on or around October 3, 2026 and thereafter the Pricing Level shall be determined by reference to the Consolidated Total Leverage Ratio as of the last day of the most recently completed fiscal quarter of the Borrower preceding the applicable Calculation Date, and (b) if the Borrower fails to provide a Compliance Certificate when due as required by Section 8.2(a) for the most recently completed fiscal quarter of the Borrower preceding the applicable Calculation Date, the Applicable Margin from the date on which such Compliance Certificate was required to have been delivered shall be based on Pricing Level I until such time as such Compliance Certificate is delivered, at which time the Pricing Level shall be determined by reference to the Consolidated Total Leverage Ratio as of the last day of the most recently completed fiscal quarter of the Borrower preceding such Calculation Date. The applicable Pricing Level shall be effective from one Calculation Date until the next Calculation Date. Any adjustment in the Pricing Level shall be applicable to all Extensions of Credit then existing or subsequently made or issued.

Notwithstanding the foregoing, in the event that any financial statement or Compliance Certificate delivered pursuant to Section 8.1 or 8.2(a) is shown to be inaccurate (regardless of whether (i) this Agreement is in effect, (ii) any Commitments are in effect, or (iii) any Extension of Credit is outstanding when such inaccuracy is discovered or such financial statement or Compliance Certificate was delivered), and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin for any period (an "Applicable Period") than the Applicable Margin applied for such Applicable Period, then (A) the Borrower shall promptly deliver to the Administrative Agent a corrected Compliance Certificate for such Applicable Period, (B) the Applicable Margin for such Applicable Period shall be determined as if the Consolidated Total Leverage Ratio in the corrected Compliance Certificate were applicable for such Applicable Period, and (C) the Borrower shall promptly and retroactively be obligated to pay to the Administrative Agent the accrued additional interest and fees owing as a result of such increased Applicable Margin for such Applicable Period, which payment shall be promptly applied by the Administrative Agent in accordance with Section 5.4. Nothing in this paragraph shall limit the rights of the Administrative Agent and Lenders with respect to Sections 5.1(b) and 10.2 nor any of their other rights under this Agreement or any other Loan Document. The Borrower's obligations under this paragraph shall survive the termination of the Commitments and the repayment of all other Obligations hereunder.

The Applicable Margins set forth above shall be increased as, and to the extent, required by Section 5.13.

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

"Arrangers" means each of (a) Wells Fargo Securities, LLC, (b) Morgan Stanley MUFG Loan Partners, LLC, acting through Morgan Stanley Senior Funding, Inc. and MUFG Bank, Ltd, (c) BofA Securities, Inc., (d) Citigroup Global Markets Inc., (e) HSBC Securities (USA), Inc., (f) JPMorgan Securities LLC, (g) KeyBank National Association, (h) PNC Capital Markets LLC, (i) The Bank of Nova Scotia, and (j) U.S. Bank National Association, in their capacity as joint lead arrangers and joint bookrunners and "Arranger" means any of them in such capacity.

"Asset Disposition" means the sale, transfer, license, lease or other disposition of any Property (including any sale and leaseback transaction, division, merger or disposition of Equity Interests (but excluding Equity Interests of the Borrower)), whether in a single transaction or a series of related transactions, by any Credit Party or any Subsidiary thereof. The term "Asset Disposition" shall not include (a) the issuance or sale of any Permitted Convertible Indebtedness by the Borrower, (b) the sale of any Permitted Warrant Transaction by the Borrower, (c) the purchase of any Permitted Bond Hedge Transaction or (d) the performance by the Borrower and/or any Subsidiary thereof of Borrower's or such Subsidiary's obligations under any Permitted Convertible Indebtedness, any Permitted

Forward Transaction, any Permitted Warrant Transaction or any Permitted Bond Hedge Transaction (and any settlement, unwind or termination of any such transactions, whether pursuant to its terms or otherwise).

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 12.9), and accepted by the Administrative Agent, in substantially the form attached as ***Exhibit G*** or any other form approved by the Administrative Agent.

"Attributable Indebtedness" means, on any date of determination, (a) in respect of any Capital Lease Obligation of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, and (b) in respect of any Synthetic Lease, the capitalized amount or principal amount of the remaining lease payments under the relevant lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease were accounted for as a Capital Lease Obligation.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 5.8(c)(iv).

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

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

"Bankruptcy Code" means 11 U.S.C. §§ 101 *et seq*.

"Base Rate" means, at any time, the highest of (a) the Prime Rate, (b) the Federal Funds Rate plus 0.50% and (c) Term SOFR for a one-month tenor in effect on such day plus 1.00%; each change in the Base Rate shall take effect simultaneously with the corresponding change or changes in the Prime Rate, the Federal Funds Rate or Term SOFR, as applicable (provided that clause (c) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable). Notwithstanding the foregoing, in no event shall the Base Rate be less than 1.00%.

"Base Rate Loan" means any Loan bearing interest at a rate based upon the Base Rate as provided in Section 5.1(a).

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 5.8(c)(i).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities and (b) the related Benchmark Replacement Adjustment; provided that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, if such Benchmark is a term rate, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Benchmark (or such component thereof) or, if such

Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, if such Benchmark is a term rate, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Start Date" means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

"Benchmark Unavailability Period" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 5.8(c)(i) and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 5.8(c)(i).

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

"Beneficial Ownership Regulation" means 31 CFR § 1010.230.

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

"Borrower" means Lattice Semiconductor Corporation, a Delaware corporation.

"Borrower Common Stock" means the common Equity Interests of the Borrower (and, for the avoidance of doubt, shall not include the Disqualified Equity Interests of the Borrower) and any rights under any shareholder rights plan attached thereto.

"Borrower Materials" has the meaning assigned thereto in Section 8.2.

"Business Day" means any day that (a) is not a Saturday, Sunday or other day on which the Federal Reserve Bank of New York is closed and (b) is not a day on which commercial banks in Charlotte, North Carolina are closed.

"Calculation Date" has the meaning assigned thereto in the definition of Applicable Margin.

"Capital Lease Obligations" of any Person means, subject to Section 1.3(b), the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as finance leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Cash Collateralize" means, to pledge and deposit with, or deliver to the Administrative Agent, or directly to the applicable Issuing Lender (with notice thereof to the Administrative Agent), for the benefit of one or more of the Issuing Lenders, the Swingline Lender or the Lenders, as collateral for L/C Obligations or obligations of the Lenders to fund participations in respect of L/C Obligations or Swingline Loans, cash or deposit account balances or, if the Administrative Agent and the applicable Issuing Lender and the Swingline Lender shall agree, in their sole discretion, other credit support, in each case pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent, such Issuing Lender and the Swingline Lender, as applicable. "Cash Collateral" shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

"Cash Equivalents" means, as to any Person, (a) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than one year from the date of acquisition, (b) marketable direct obligations issued by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either S&P or Moody's, (c) Dollar denominated time deposits, certificates of deposit and bankers acceptances of any Lender (regardless of its debt rating) or any commercial bank having, or which is the principal banking subsidiary of a bank holding company having, a long-term unsecured debt rating of at least "A" or the equivalent thereof from S&P or "A2" or the equivalent thereof from Moody's with maturities of not more than one year from the date of acquisition by such Person, (d) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clause (a) above entered into with any bank meeting the qualifications specified in clause (c) above, (e) commercial paper issued by any Person incorporated in the United States rated, at the time of acquisition thereof, at least A-1 or the equivalent thereof by S&P or at least P 1 or the equivalent thereof by Moody's and in each case maturing not more than one year after the date of acquisition by such Person, (f) investments in money market deposit accounts, money market funds or money market mutual funds, in each case, substantially all of whose assets are comprised of securities of the types described in clauses (a), (b), (c), (d) and (e) above, (g) in the case of any Foreign Subsidiary, substantially similar investments of the type described in clauses (a), (b), (c) and (f) above denominated in foreign currencies and from similarly capitalized and rated foreign banks in the jurisdiction in which such Foreign Subsidiary is organized and (h) such other investments made pursuant to a cash management investment policy approved by the board of directors of the Borrower (or the audit committee or other committee of such board of directors empowered to act with respect to such matters by such board of directors) and delivered to the Administrative Agent prior to the Closing Date, as such policy may be amended or otherwise modified from time to time by the board of directors of the Borrower (or the audit committee or other committee of such board of directors empowered to act with respect to such matters by such board of directors); provided that, in the case of any Investment made in reliance on any such amendment or modification, the addition of such Investment or category of Investments added thereto by any such amendment or other modification shall have been consented to by the Administrative Agent, which consent shall not be unreasonably withheld, conditioned or delayed.

"Cash Management Agreement" means any agreement to provide cash management services, including treasury, depository, overdraft, credit or debit card (including non-card electronic payables and purchasing cards), electronic funds transfer and other cash management arrangements.

"Change in Control" means an event or series of events by which any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such person or its Subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a "person" or "group" shall be deemed to have "beneficial ownership" of all Equity Interests that such "person" or "group" has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an "option right")), directly or indirectly, of more than thirty-five percent (35%) of the Equity Interests of the Borrower entitled to vote in the election of members of the board of directors (or equivalent governing body) of the Borrower.

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

"Class" means, when used in reference to any Loan, whether such Loan is a Revolving Credit Loan, Swingline Loan or Term Loan and, when used in reference to any Commitment, whether such Commitment is a Revolving Credit Commitment or a Term Loan Commitment.

"Closing Date" means the date of this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" means the collateral security for the Secured Obligations pledged or granted pursuant to the Security Documents.

"Collateral Agreement" means the second amended and restated collateral agreement of even date herewith executed by the Credit Parties in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, which shall be in form and substance acceptable to the Administrative Agent.

"Commitment Fee" has the meaning assigned thereto in Section 5.3(a).

"Commitment Percentage" means, as to any Lender, such Lender's Revolving Credit Commitment Percentage or Term Loan Percentage, as applicable.

"Commitments" means, collectively, as to all Lenders, the Revolving Credit Commitments and the Term Loan Commitments of such Lenders.

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

"Communication" means any Loan Document and any document, amendment, approval, consent, information, notice, certificate, report, statement, disclosure certificate or authorization related to any Loan Document.

"Compliance Certificate" means a certificate of the chief financial officer or the treasurer of the Borrower substantially in the form attached as ***Exhibit F***.

"Conforming Changes" means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept 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 Section 5.9 and other technical, administrative or operational matters) that the Administrative Agent decides, in consultation with the Borrower, may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and 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 any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

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

"Consolidated" means, when used with reference to financial statements or financial statement items of any Person, such statements or items on a consolidated basis in accordance with applicable principles of consolidation under GAAP.

“Consolidated EBITDA” means, for any period, determined on a Consolidated basis, Consolidated Net Income for such period (without giving effect to (x) any extraordinary gains or any extraordinary losses, (y) any non-cash income or non-cash gains and (z) any gains or losses from sales of assets other than inventory and intellectual property sold in the ordinary course of business) adjusted by:

(A) adding thereto (in each case to the extent deducted in determining Consolidated Net Income for such period), without duplication, the amount of:

(i) Consolidated Interest Expense for such period;

(ii) provision for federal, state, local and foreign taxes based on income and foreign withholding taxes for the Borrower and its Subsidiaries determined on a Consolidated basis for such period;

(iii) all depreciation and amortization expense of the Borrower and its Subsidiaries determined on a Consolidated basis for such period;

(iv) the amount of all fees and expenses incurred prior to the date that is six (6) months after (i) the Closing Date in connection with the Transactions, (ii) the Delayed Draw Funding Date in connection with the AMI Transaction or that constitute THL management fees, consulting fees, and other one-time recruiting expenses incurred by the AMI Acquired Company or its Subsidiaries prior to the AMI Acquisition and (iii) any amendment, consent, waiver or other modification or agreement with respect to the Loan Documents after the Closing Date;

(v) non-cash compensation expense arising from the issuance of stock, options to purchase stock, and stock appreciation rights to officers, directors, employees or consultants of the Borrower or any of its Subsidiaries for such period;

(vi) reasonable and customary costs and expenses incurred in cash for such period in connection with Permitted Acquisitions and other Investments permitted under Section 9.3 whether or not such Permitted Acquisition or other Investment is consummated; provided that the aggregate amount added back pursuant to this clause (A)(vi) (when aggregated with all add-backs pursuant to clause (A)(ix), clause (A)(x) and clause (A)(xiv) for such Test Period) so permitted in any Test Period shall not exceed 15% of Consolidated EBITDA for such Test Period (determined before giving effect to any adjustment thereto pursuant to this clause (A)(vi), clause (A)(ix), clause(A)(x) or clause (A)(xiv));

(vii) non-cash purchase accounting adjustments for such period and non-cash losses on sales of fixed assets or write-downs of fixed or intangible assets;

(viii) reasonable and customary costs and expenses incurred for such period in connection with the issuance, prepayment or amendment or refinancing of Indebtedness permitted hereunder or the issuance of Equity Interests, whether or not such transaction is consummated;

(ix) (a) any unusual or non-recurring cash losses or expenses (net of any non-recurring cash gains) and (b) cost savings, other operating improvements and synergies in connection with acquisitions, dispositions, restructurings and similar initiatives, net of the amount of actual cost savings, operating improvements and synergies realized during such Test Period from such actions; provided that (I) such cost savings, operating improvements and synergies are reasonably identifiable, factually supportable and directly related to such actions, (II) such actions have been taken and the benefits resulting therefrom are reasonably anticipated by the Borrower to be realized within twelve (12) months and (III) the aggregate adjustment pursuant to this clause (A)(ix) (when aggregated with all add-backs pursuant to clause (A)(vi), clause (A)(x) and clause (A)(xiv) for such Test Period) so permitted in any Test Period shall not exceed 15% of Consolidated EBITDA for such Test Period (determined before giving effect to any adjustment thereto pursuant to clause (A)(vi), this clause (A)(ix), clause(A)(x) or clause (A)(xiv));

(x) cash restructuring, integration or similar charges or expenses, whether or not classified as restructuring charges or expenses under GAAP (including restructuring costs related to acquisitions and closure or consolidation of branches, facilities or locations, any lease termination settlements (or remaining rental expense until the end of the applicable lease term), and any expense related to any reconstruction, recommissioning or reconfiguration of fixed assets for alternate use); provided that in no event shall the aggregate amount added back pursuant to this clause (A)(x) (when aggregated with all add-backs pursuant to clause (A)(vi), clause (A)(ix) and clause (A)(xiv) for such Test Period) exceed 15% of Consolidated EBITDA for such Test Period (determined before giving effect to any adjustment thereto pursuant to clause (A)(vi), clause (A)(ix), this clause (A)(x) or clause (A)(xiv));

(xi) expenses, losses (including lost revenues) or charges incurred during such period in connection with Insurance and Condemnation Events to the extent that any such amount is covered by business interruption or other insurance and which has been reimbursed during such Test Period;

(xii) expenses, charges and losses in the form of Earn-Out Obligations and other contingent consideration obligations (including to the extent accounted for as performance and retention bonuses, compensation or otherwise) and adjustments thereof and purchase price adjustments, in each case paid in connection with any Permitted Acquisitions or other Investments permitted hereunder;

(xiii) charges, losses or expenses to the extent subject to indemnity or reimbursement by a third party to the extent actually reimbursed during such Test Period;

(xiv) any net cash loss from disposed, abandoned, transferred, closed or discontinued operations (excluding held for sale discontinued operations until actually disposed of); provided that in no event shall the aggregate amount added back pursuant to this clause (A)(xiv) (when aggregated with all add-backs pursuant to clause (A)(vi), clause (A)(ix) and clause (A)(x) for such Test Period) exceed 15% of Consolidated EBITDA for such Test Period (determined before giving effect to any adjustment thereto pursuant to clause (A)(vi), clause (A)(ix), clause (A)(x) or this clause (A)(xiv));

(xv) expenses relating to changes in GAAP;

(xvi) the amount of all non-cash charges, expenses or losses and reserves for charges, costs or expenses of the type described in clause (A)(x) (without giving effect to the proviso thereto) of the Borrower and its Subsidiaries determined on a Consolidated basis for such period; and

(B) subtracting therefrom (to the extent not otherwise deducted in determining Consolidated Net Income for such period), without duplication, the amount of:

(i) all cash payments or cash charges made (or incurred) by the Borrower or any of its Subsidiaries for such period on account of any non-cash charges (including reserves) added back to Consolidated EBITDA pursuant to clause (A)(xvi) in a previous period; and

(ii) interest income.

For the avoidance of doubt, it is understood and agreed that, to the extent any amounts are excluded from Consolidated Net Income by virtue of the proviso to the definition thereof contained herein, any add backs to Consolidated Net Income in determining Consolidated EBITDA as provided above shall be limited (or denied) in a fashion consistent with the proviso to the definition of Consolidated Net Income contained herein. For purposes of this Agreement, Consolidated EBITDA shall be calculated on a Pro Forma Basis.

"Consolidated Funded Indebtedness" means, as of any date of determination with respect to the Borrower and its Subsidiaries on a Consolidated basis, without duplication, the sum of (i) the principal amount of all Indebtedness of the type described in clauses (a), (b) (only to the extent of Earn-Out Obligations payable in cash that are required to be set forth on the Consolidated balance sheet of the Borrower and its Subsidiaries in an amount calculated in accordance with GAAP), (c) and (g) of the definition of Indebtedness on such date, plus (ii) the aggregate amount of Indebtedness relating to the drawn and unreimbursed amounts outstanding under letters of credit and bankers' acceptances on such date plus (iii) Guarantees of Indebtedness of the type described in the foregoing clauses (i) or (ii) above on such date. Consolidated Funded Indebtedness of the Borrower and its Subsidiaries shall include the Indebtedness described in the foregoing clauses (i), (ii) or (iii) above of any partnership or joint venture (of a type where, under Applicable Laws, the joint venturers would have general liability for the obligations of the joint venture analogous to the liability of a general partner for the obligations of a general partnership) in which any of the Borrower or its Subsidiaries is a general partner or joint venturer, unless such Indebtedness is expressly made non-recourse to such Person.

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

"Consolidated Interest Expense" means, for any period, determined on a Consolidated basis, without duplication, for the Borrower and its Subsidiaries in accordance with GAAP, total interest expense (inclusive of amortization of deferred financing fees and other original issue discount and banking fees, charges and commissions (e.g., letter of credit fees and commitment fees) and interest expense attributable to Capital Lease Obligations and all net payment obligations pursuant to Hedge Agreements).

"Consolidated Net Income" means, for any period, the net income (or loss) of the Borrower and its Subsidiaries determined on a Consolidated basis for such period (taken as a single accounting period) in accordance with GAAP; provided that the following items shall be excluded in computing Consolidated Net Income (without duplication):

(a) the net income of any other Person which is not a Subsidiary of the Borrower or is accounted for by the Borrower by the equity method of accounting shall be included only to the extent of the payment of cash dividends or cash distributions by such other Person to the Borrower or a Subsidiary thereof during such period;

(b) the net loss of any other Person which is not a Subsidiary of the Borrower or is accounted for by the Borrower by the equity method of accounting shall be included only to the extent of the payment of cash Investments by the Borrower or a Subsidiary thereof to such other Person during such period;

(c) the net income (or loss) of any Subsidiary of the Borrower in which a Person or Persons other than the Borrower and its Wholly-Owned Subsidiaries has an Equity Interest or Equity Interests to the extent of such Equity Interests held by Persons other than the Borrower and its Wholly-Owned Subsidiaries in such Subsidiary;

(d) except for determinations expressly required to be made on a Pro Forma Basis, the net income (or loss) of any Person accrued prior to the date it becomes a Subsidiary or all or substantially all of the property or assets of such Person are acquired by a Subsidiary; and

(e) the net income of any Subsidiary to the extent that the declaration or payment of cash dividends or similar cash distributions by such Subsidiary of such net income is not at the time permitted by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to such Subsidiary, but only to the extent of such prohibition.

"Consolidated Secured Net Leverage Ratio" means, as of any date of determination, the ratio of (a)(i) Consolidated Funded Indebtedness that is secured by a Lien on any assets of the Borrower or any of its Subsidiaries on such date minus (ii) Unrestricted cash and Cash Equivalents of the Borrower and its Subsidiaries then on hand (excluding the proceeds of Indebtedness incurred substantially concurrently with the determination of such amount) not to exceed the greater of (A) $265,000,000 and (B) an amount equal to 100% of Consolidated EBITDA as of the most recently completed Test Period to (b) Consolidated EBITDA for the most recently completed Test Period.

"Consolidated Total Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Funded Indebtedness on such date to (b) Consolidated EBITDA for the most recently completed Test Period.

"Consolidated Total Net Leverage Ratio" means, as of any date of determination, the ratio of (a) (i) Consolidated Funded Indebtedness on such date minus (ii) Unrestricted cash and Cash Equivalents of the Borrower and its Subsidiaries then on hand (excluding the proceeds of Indebtedness incurred substantially concurrently with the determination of such amount) not to exceed the greater of (A) $265,000,000 and (B) an amount equal to 100% of Consolidated EBITDA as of the most recently completed Test Period to (b) Consolidated EBITDA for the most recently completed Test Period.

"Consortia Subsidiaries" means, the special purpose Subsidiaries of the Borrower existing primarily to perform customary agency, fiduciary and/or marketing related functions in respect of intellectual property consortia (but only for so long as such Subsidiaries act solely in such capacities). On the Closing Date, the Consortia Subsidiaries shall consist solely of HDMI Licensing, LLC, a Delaware limited liability company, and MHL, LLC, a Delaware limited liability company.

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

"Controlled Foreign Corporation" has the meaning assigned thereto in Section 957(a) of the Code.

"Credit Facility" means, collectively, the Revolving Credit Facility, any Term Loan Facility, the Swingline Facility and the L/C Facility.

"Credit Parties" means, collectively, the Borrower and the Subsidiary Guarantors.

"DDTL Commitment Fee" has the meaning assigned thereto in Section 5.3(b).

"Debt Issuance" means the issuance of any Indebtedness for borrowed money by any Credit Party or any of its Subsidiaries.

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

"Default" means any of the events specified in Section 10.1 which with the passage of time, the giving of notice or any other condition, would constitute an Event of Default.

"Defaulting Lender" means, subject to Section 5.15(b), any Lender that (a) has failed to (i) fund all or any portion of the Revolving Credit Loans or any Term Loan or participations in Letters of Credit or Swingline Loans required to be funded by it hereunder within two Business Days of the date such Loans or participations were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, any Issuing Lender, the Swingline Lender or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent, any Issuing Lender or the Swingline Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the FDIC or any other state or federal regulatory authority acting in such a capacity or (iii) become the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 5.15(b)) upon delivery of written notice of such determination to the Borrower, each Issuing Lender, the Swingline Lender and each Lender.

"Delayed Draw Commitment Termination Date" means the earliest to occur of (a) November 9, 2026 at 11:59 p.m., (b) the Delayed Draw Funding Date (immediately following the funding of the Delayed Draw Term Loans on such date), (c) the date the AMI Acquisition Agreement terminates by its terms without the consummation of the AMI Acquisition, (d) the date of termination of the Delayed Draw Term Loan Commitments pursuant to Section 4.4(c), and (e) the consummation of the AMI Acquisition without the use of the Delayed Draw Term Loan.

"Delayed Draw Funding Date" means the date occurring on or after the Closing Date upon which all of the conditions to funding the Delayed Draw Term Loan set forth in Section 6.3 are satisfied (or waived) and the Delayed Draw Term Loans are funded pursuant to the terms of this Agreement.

"Delayed Draw Term Loan" means the term loan made, or to be made, to the Borrower by the Term Loan Lenders on the Delayed Draw Funding Date pursuant to Section 4.1.

"Delayed Draw Term Loan Commitment" means, (a) as to any Term Loan Lender on the Closing Date, the obligation of such Term Loan Lender to make a portion of the Delayed Draw Term Loan to the account of the Borrower hereunder on the Delayed Draw Funding Date in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on Schedule 1.1(a) and (b) as to all such Term Loan Lenders, the aggregate commitment of all Term Loan Lenders to make the Delayed Draw Term Loan. The aggregate Delayed Draw Term Loan Commitment of all Term Loan Lenders on the Closing Date is equal to $950,000,000.

"Disposed EBITDA" means, with respect to any Person or business that is sold or disposed of in an Asset Disposition during any period, the amount for such period of Consolidated EBITDA of any such Person or business subject to such Asset Disposition (determined using such definitions as if references to the Borrower and its Subsidiaries therein were to such Person or business), as calculated by the Borrower in good faith.

"Disqualified Equity Interests" means, with respect to any Person, any Equity Interests of such Person that, by their terms (or by the terms of any security or other Equity Interest into which they are convertible or for which they are exchangeable) or upon the happening of any event or condition, (a) mature or are mandatorily redeemable (other than solely for Qualified Equity Interests and cash in lieu of fractional shares), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full in cash of the Loans and all other Obligations (other than contingent indemnification obligations and expense reimbursement obligations not then due and payable) and the termination of the Commitments), (b) are redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests and cash in lieu of fractional shares) (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full in cash of the Loans and all other Obligations (other than contingent indemnification obligations and expense reimbursement obligations not then due and payable) and the termination of the Commitments), in whole or in part, (c) provide for scheduled, mandatory payment of dividends in cash or (d) are or become convertible into, or exchangeable for, Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case of clauses (a) through (d), prior to the date that is 91 days after the latest scheduled maturity date of the Loans and Commitments; provided that if such Equity Interests are issued pursuant to a plan for the benefit of the Borrower or its Subsidiaries or by any such plan to such officers or employees, such Equity Interests shall not constitute Disqualified Equity Interests solely because they may be required to be repurchased by the Borrower or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations; provided further that Equity Interests constituting Qualified Equity Interests when issued shall not cease to constitute Qualified Equity Interests solely as a result of the subsequent extension of the latest scheduled maturity date of the Loans and Commitments. Notwithstanding the foregoing: (i) any Equity Interests issued to any employee or to any plan for the benefit of employees of the Borrower or any of its Subsidiaries or by any such plan to such employees shall not constitute Disqualified Equity Interest solely because they may be required to be repurchased by the Borrower in order to satisfy applicable statutory or regulatory obligations or as a result of such employees' termination, death or disability, (ii) any class of Equity Interests of such Person that by its terms authorizes such Person to satisfy its obligations thereunder by delivery of Qualified Equity Interests and cash in lieu of the issuance of fractional shares shall not be deemed to be Disqualified Equity Interest, and (iii) forwards, options, warrants and Hedge Agreements or other derivative instruments entered into in connection with the issuance of convertible debt securities, including Permitted Bond Hedge Transactions, Permitted Forward Transactions and Permitted Warrant Transactions, shall not constitute Disqualified Equity Interests.

"Dollars" or "$" means, unless otherwise qualified, dollars in lawful currency of the United States.

"Domestic Subsidiary" means any Subsidiary organized under the laws of any political subdivision of the United States.

"Earn-Out Obligations" means those certain unsecured obligations of the Borrower or any of its Subsidiaries arising in connection with any Permitted Acquisition or other Investment made pursuant to Section 9.3 to the seller of the respective target of such Acquisition or Investment or other Person and the payment of which is dependent on the future earnings or performance of such target and contained in the agreement relating to such Permitted Acquisition or Investment.

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

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

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any credit institution or investment firm established in any EEA Member Country.

"Electronic Record" has the meaning assigned to that term in, and shall be interpreted in accordance with, 15 U.S.C. 7006.

"Electronic Signature" has the meaning assigned to that term in, and shall be interpreted in accordance with, 15 U.S.C. 7006.

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Section 12.9(b)(iii) and (v) (subject to such consents, if any, as may be required under Section 12.9(b)(iii)).

"Employee Benefit Plan" means (a) any employee benefit plan within the meaning of Section 3(3) of ERISA that is maintained for employees of any Credit Party or any ERISA Affiliate or (b) any Pension Plan or Multiemployer Plan that has at any time within the preceding seven (7) years been maintained, funded or administered for the employees of any Credit Party or any current or former ERISA Affiliate.

"Environmental Claims" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, accusations, allegations, notices of noncompliance or violation, investigations (other than internal reports prepared by any Person in the ordinary course of business and not in response to any third party action or request of any kind) or proceedings relating in any way to any actual or alleged violation of or liability under any Environmental Law or relating to any permit issued, or any approval given, under any such Environmental Law, including any and all claims by Governmental Authorities for enforcement, cleanup, removal, response, remedial or other actions or damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from Hazardous Materials or arising from alleged injury or threat of injury to public health or the environment.

"Environmental Laws" means any and all federal, foreign, state, provincial and local laws, statutes, ordinances, codes, rules, standards and regulations, permits, licenses, approvals, interpretations and orders of courts or Governmental Authorities, relating to the protection of public health (as relates to exposure to Hazardous Materials) or the protection of the environment, including, but not limited to, requirements pertaining to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation, handling, reporting, licensing, permitting, investigation or remediation of Hazardous Materials.

"Equity Interests" means (a) in the case of a corporation, capital stock, (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock, (c) in the case of a partnership, partnership interests (whether general or limited), (d) in the case of a limited liability company, membership interests, (e) 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 and (f) any and all warrants, rights or options to purchase any of the foregoing; provided that, notwithstanding the foregoing, Equity Interests shall not include Permitted Convertible Indebtedness, any Permitted Warrant Transactions, any Permitted Forward Transaction, any Permitted Bond Hedge Transactions, or any debt instruments that are convertible into, or exchangeable for, capital stock, cash or combination of cash and capital stock.

"ERISA" means the Employee Retirement Income Security Act of 1974, and the rules and regulations thereunder.

"ERISA Affiliate" means any Person who together with any Credit Party or any of its Subsidiaries is treated as a single employer within the meaning of Section 414(b), (c), (m) or (o) of the Code or Section 4001(b) of ERISA.

"Erroneous Payment" has the meaning assigned thereto in Section 11.11(a).

"Erroneous Payment Deficiency Assignment" has the meaning assigned thereto in Section 11.11(d).

"Erroneous Payment Impacted Class" has the meaning assigned thereto in Section 11.11(d).

"Erroneous Payment Return Deficiency" has the meaning assigned thereto in Section 11.11(d).

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

"Event of Default" means any of the events specified in Section 10.1; provided that any requirement for passage of time, giving of notice, or any other condition, has been satisfied.

"Exchange Act" means the Securities Exchange Act of 1934 (15 U.S.C. § 77 *et seq*.).

"Excluded Subsidiary" means (a) a Controlled Foreign Corporation, (b) any Subsidiary that is owned, directly or indirectly, by a Controlled Foreign Corporation, (c) any FSHCO, (d) any Subsidiary whose provision of a guarantee to support the Secured Obligations would be prohibited by Applicable Law or a contractual obligation existing on the Closing Date or at the time of the acquisition of such Subsidiary and which contractual obligation was not entered into in contemplation of such acquisition, (e) any special purpose entity that is established for a specific or limited purpose and is bankruptcy-remote from the Borrower and its other Subsidiaries, (f) any Immaterial Subsidiary, (g) any of the Consortia Subsidiaries and (h) any other Subsidiary with respect to which the Administrative Agent and the Borrower mutually agree that the cost (or adverse Tax consequences) of providing a Guarantee of or granting Liens to secure the Secured Obligations would be excessive in relation to the benefit to be afforded thereby.

"Excluded Swap Obligation" means, with respect to any Credit Party, any Swap Obligation if, and to the extent that, all or a portion of the liability of such Credit Party for or the guarantee of such Credit Party of, or the grant by such Credit Party of a security interest to secure, such Swap Obligation (or any liability or guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Credit Party's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the liability for or the guarantee of such Credit Party or the grant of such security interest becomes effective with respect to such Swap Obligation (such determination being made after giving effect to any applicable keepwell, support or other agreement for the benefit of the applicable Credit Party, including under the keepwell provisions in the Guaranty Agreement). 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 for the reasons identified in the immediately preceding sentence of this definition.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, United States federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 5.12(b)) or (ii) such Lender changes its Lending Office, except in each case to the extent that, pursuant to Section 5.11, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its Lending Office, (c) Taxes attributable to such Recipient's failure to comply with Section 5.11(g) and (d) any withholding Taxes imposed under FATCA.

"Executive Order" has the meaning assigned thereto in the definition of Anti-Money Laundering Laws.

"Existing Credit Agreement" has the meaning assigned thereto in the Statement of Purpose.

"Extensions of Credit" means, as to any Lender at any time, (a) an amount equal to the sum of (i) the aggregate principal amount of all Revolving Credit Loans made by such Lender then outstanding, (ii) such Lender's Revolving Credit Commitment Percentage of the L/C Obligations then outstanding, (iii) such Lender's Revolving Credit Commitment Percentage of the Swingline Loans then outstanding and (iv) the aggregate principal amount of the Term Loans made by such Lender then outstanding, or (b) the making of any Loan or participation in any Letter of Credit by such Lender, as the context requires.

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, and any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities implementing such Sections of the Code.

"FDIC" means the Federal Deposit Insurance Corporation.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day, provided that if such rate is not so published for any day which is a Business Day, the Federal Funds Rate for such day shall be the average of the quotation for such day on such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by the Administrative Agent. Notwithstanding the foregoing, if the Federal Funds Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Fee Letters" means (a) the separate fee letter agreement dated May 4, 2026, among the Borrower, Wells Fargo and Wells Fargo Securities, LLC, (b) the separate fee letter agreement dated May 4, 2026, between the Borrower and Morgan Stanley Senior Funding, Inc. and (c) any letter agreement between the Borrower and any Issuing Lender (other than Wells Fargo) relating to certain fees payable to such Issuing Lender in its capacity as such.

"First Tier Foreign Subsidiary" means any Foreign Subsidiary that is a Controlled Foreign Corporation and the Equity Interests of which are owned directly by any Credit Party.

"Fiscal Year" means the fiscal year of the Borrower and its Subsidiaries ending on the Saturday closest to December 31st of each calendar year.

"Floor" means a rate of interest equal to 0.00%.

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

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

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

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

“FSHCO” means any Domestic Subsidiary substantially all of the assets of which consist of (a) Equity Interests of one or more Controlled Foreign Corporations or other entities that are described in this definition (or are treated as consisting of such assets for U.S. federal income tax purposes) and/or (b) any Indebtedness or accounts receivable owed by any Controlled Foreign Corporation or other entity that is described in this definition, or treated as owed by any such entity for U.S. federal income tax purposes.

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

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

“Governmental Approvals” means all authorizations, consents, approvals, permits, licenses and exemptions of, and all registrations and filings with or issued by, any Governmental Authorities.

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

“Guarantee” of or by any Person (the “guarantor”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation or (e) for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (whether in whole or in part); provided, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business, warranty obligations in the ordinary course of business or customary indemnification obligations.

“Guaranty Agreement” means the unconditional guaranty agreement of even date herewith executed by the Credit Parties in favor of the Administrative Agent, for the ratable benefit and the Secured Parties, which shall be in form and substance acceptable to the Administrative Agent.

“Hazardous Materials” means any chemicals, materials, wastes, pollutants, contaminants or substances in any form that is prohibited, limited or regulated pursuant to any Environmental Law, including without limitation any petroleum or petroleum products, radioactive materials, asbestos, urea formaldehyde, polychlorinated biphenyls, and radon gas.

“Hedge Agreement” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement; provided that the term “Hedge Agreement” shall not include (i) any customary call spread or other hedging arrangements entered into in connection with convertible debt securities (including any Permitted Bond Hedge Transaction or Permitted Warrant Transaction), (ii) any derivative instruments issued under equity incentive or similar plans (including any stock option or phantom stock plan), (iii) any forward, option, warrant agreement for the purchase or sale of Equity Interests of the Borrower, (iv) contracts for the purchase of securities of the Borrower (including any Permitted Forward Transaction), and (v) any items constituting a derivative security embedded in convertible debt securities permitted to be issued hereunder by the Borrower.

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

“Immaterial Subsidiary” means any Subsidiary of the Borrower with total assets with an aggregate fair market value (as determined in good faith by a Responsible Officer of the Borrower) of less than $2,000,000; provided that the total assets of all Immaterial Subsidiaries that are Excluded

Subsidiaries solely on account of being Immaterial Subsidiaries and that are not otherwise Subsidiary Guarantors shall in no event exceed 5.0% of the Consolidated total assets of the Borrower and its Subsidiaries as of the most recently ended Test Period.

"Increase Effective Date" has the meaning assigned thereto in Section 5.13(c).

"Incremental Amendment" has the meaning assigned thereto in Section 5.13(f).

"Incremental Facilities Limit" means an amount equal to the sum of (a) the amount of additional Indebtedness that would cause the Consolidated Secured Net Leverage Ratio as of the most recently completed Test Period prior to the incurrence of such additional Indebtedness (or in the case of any additional Indebtedness, the proceeds of which will finance a substantially concurrent Limited Condition Acquisition, the LCA Test Date), calculated on a Pro Forma Basis after giving effect to the incurrence of such additional Indebtedness and any Limited Condition Acquisition to be consummated using the proceeds of such additional Indebtedness and assuming that any proposed Incremental Revolving Credit Facility Increase is fully drawn at such time, not to exceed 3.25 to 1.00 plus (b) an amount equal to the greater of (i) $150,000,000 and (ii) 100% of Consolidated EBITDA as of the most recently completed Test Period less the total aggregate initial principal amount (as of the date of incurrence thereof) of all Incremental Increases previously incurred under this clause (b). Unless the Borrower otherwise notifies the Administrative Agent, if all or any portion of any Incremental Increases would be permitted under clause (a) above on the applicable date of incurrence, such Incremental Increases (or the relevant portion thereof) shall be deemed to have been incurred in reliance on clause (a) above prior to the utilization of any amount available under clause (b) above.

"Incremental Increase" has the meaning assigned thereto in Section 5.13(a).

"Incremental Lender" has the meaning assigned thereto in Section 5.13(b).

"Incremental Revolving Credit Facility Increase" has the meaning assigned thereto in Section 5.13(a).

"Incremental Term Loan" has the meaning assigned thereto in Section 5.13(a).

"Incremental Term Loan Commitment" has the meaning assigned thereto in Section 5.13(a).

"Incremental Term Loan Lender" means any Lender with an Incremental Term Loan Commitment and/or outstanding Incremental Term Loans.

"Indebtedness" means, with respect to any Person at any date and without duplication, the sum of the following:

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

(b) all obligations of such Person to pay the deferred purchase price of property or services of such Person (including all payment obligations under non-competition, deferred compensation, earn-out or similar agreements, but solely to the extent any such payment obligation under non-competition, earn-out or similar agreements becomes a liability on the balance sheet of such Person in accordance with GAAP and is due and payable);

(c) the Attributable Indebtedness of such Person with respect to such Person's Capital Lease Obligations and Synthetic Leases (regardless of whether accounted for as indebtedness under GAAP);

(d) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person to the extent of the value of such property (other than customary reservations or retentions of title under agreements with suppliers entered into in the ordinary course of business);

(e) all Indebtedness of any other Person secured by a Lien on any asset owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all obligations, contingent or otherwise, of such Person relative to the face amount of letters of credit, whether or not drawn, including any Reimbursement Obligation, and banker's acceptances issued for the account of such Person;

(g) all obligations of such Person in respect of Disqualified Equity Interests;

(h) all net obligations of such Person under any Hedge Agreements; and

(i) all Guarantees of such Person with respect to any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (of a type where, under Applicable Laws, the joint venturers would have general liability for the obligations of the joint venture analogous to the liability of a general partner for the obligations of a general partnership) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person. In respect of Indebtedness of another Person secured by a Lien on the assets of the specified Person, if such Indebtedness shall not have been assumed by such Person or is limited in recourse to the assets securing such Lien, the amount of such Indebtedness as of any date of determination will be the lesser of (I) the fair market value of such assets as of such date (as determined in good faith by the Borrower) and (II) the amount of such Indebtedness as of such date. The amount of any net obligation under any Hedge Agreement on any date shall be deemed to be the Hedge Termination Value thereof as of such date. The amount of obligations in respect of any Disqualified Equity Interests shall be valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends that are past due. Notwithstanding the foregoing, Indebtedness shall not include (1)(x) trade payables, accounts payable, contract termination fees, accrued expenses, deferred revenue, payables under services, cost sharing and similar intercompany agreements and deferred tax and other credits and (y) accruals for payroll and other liabilities in each case under this clause (1), incurred by any Person in the ordinary course of business of such Person, (2) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the seller and (3) the obligations of the Borrower under any Permitted Warrant Transaction so long as the terms of such Permitted Warrant Transaction provide for "net share settlement" (or substantially equivalent term) as the default "settlement method" (or substantially equivalent term) thereunder, except to the extent it is accounted for as a liability under GAAP. For purposes hereof, the amount of any Permitted Convertible Indebtedness shall be the aggregate stated principal amount thereof without giving effect to any obligation to pay cash or deliver shares with value in excess of such principal amount, and without giving effect to any integration thereof with any Permitted Bond Hedge Transaction pursuant to U.S. Treasury Regulation § 1.1275-6.

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

"Indemnitee" has the meaning assigned thereto in Section 12.3(b).

"Information" has the meaning assigned thereto in Section 12.10.

"Initial Issuing Lender" means Wells Fargo, in its capacity as an Issuing Lender hereunder on the Closing Date.

"Insurance and Condemnation Event" means the receipt by any Credit Party or any of its Subsidiaries of any cash insurance proceeds or condemnation award payable by reason of theft, loss, physical destruction or damage, taking or similar event with respect to any of their respective Property.

"Interest Period" means, as to any SOFR Loan, the period commencing on the date such SOFR Loan is disbursed or converted to or continued as a SOFR Loan and ending on the date one (1), three (3) or six (6) months thereafter, in each case as selected by the Borrower in its Notice of Borrowing or Notice of Conversion/Continuation and subject to availability; provided that:

(a) the Interest Period shall commence on the date of advance of or conversion to any SOFR Loan and, in the case of immediately successive Interest Periods, each successive Interest Period shall commence on the date on which the immediately preceding Interest Period expires;

(b) 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 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;

(c) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the relevant calendar month at the end of such Interest Period;

(d) no Interest Period shall extend beyond the Revolving Credit Maturity Date or the Term Loan Maturity Date, as applicable;

(e) there shall be no more than eight (8) Interest Periods in effect at any time; and

(f) no tenor that has been removed from this definition pursuant to Section 5.8(c)(iv) shall be available for specification in any Notice of Borrowing or Notice of Conversion/Continuation.

"Interstate Commerce Act" means the body of law commonly known as the Interstate Commerce Act (49 U.S.C. App. § 1 *et seq*.).

"Investment" means, with respect to any Person, that such Person (a) purchases, owns or otherwise acquires (in one transaction or a series of transactions), by division or otherwise, any Equity Interests (other than Equity Interests of the Borrower), interests in any partnership or joint venture (including the creation or capitalization of any Subsidiary), evidence of Indebtedness or other obligation or equity or debt security, all or substantially all of the business or assets of any other Person, (b) makes any Acquisition or (c) makes any loans, advances or extensions of credit to, or any investment in cash or by delivery of Property in, any other Person.

"Investment Company Act" means the Investment Company Act of 1940 (15 U.S.C. § 80(a)(1), *et seq*.).

"IP Rights" means any and all statutory and/or common law rights throughout the world in, or arising out of, any Intellectual Property (as defined in the Collateral Agreement).

"IRS" means the United States Internal Revenue Service.

"ISP" means the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time).

"Issuing Lender" means (a) the Initial Issuing Lenders and (b) any other Revolving Credit Lender to the extent it has agreed in its sole discretion to act as an "Issuing Lender" hereunder and that has been approved in writing by the Borrower and the Administrative Agent (such approval by the Administrative Agent not to be unreasonably delayed or withheld) as an "Issuing Lender" hereunder, in each case in its capacity as issuer of any Letter of Credit; provided that the total number of Issuing Lenders shall not exceed three (3).

"Joinder Agreement" means a joinder agreement substantially in the form of ***Exhibit I*** hereto or such other form as may be approved by the Administrative Agent and the Borrower.

"L/C Commitment" means, as to any Issuing Lender, the obligation of such Issuing Lender to issue Letters of Credit for the account of the Borrower or one or more of its Subsidiaries from time to time in an aggregate amount equal to (a) for each of the Initial Issuing Lenders, the amount set forth opposite the name of each such Initial Issuing Lender on Schedule 1.1(b) and (b) for any other Issuing Lender becoming an Issuing Lender after the Closing Date, such amount as separately agreed to in a written agreement between the Borrower and such Issuing Lender (which such agreement shall be promptly delivered to the Administrative Agent upon execution), in each case of clauses (a) and (b) above, any such amount may be changed after the Closing Date in a written agreement between the Borrower and such Issuing Lender (which such agreement shall be promptly delivered to the Administrative Agent upon execution); provided that the L/C Commitment with respect to any Person that ceases to be an Issuing Lender for any reason pursuant to the terms hereof shall be $0 (subject to the Letters of Credit of such Person remaining outstanding in accordance with the provisions hereof).

"L/C Facility" means the letter of credit facility established pursuant to Article III.

"L/C Obligations" means at any time, an amount equal to the sum of (a) the aggregate undrawn and unexpired amount of the then outstanding Letters of Credit and (b) the aggregate amount of drawings under Letters of Credit which have not then been reimbursed pursuant to Section 3.5.

"L/C Participants" means, with respect to any Letter of Credit, the collective reference to all the Revolving Credit Lenders other than the applicable Issuing Lender.

"L/C Sublimit" means the lesser of (a) $40,000,000 and (b) the aggregate amount of the Revolving Credit Commitments.

"LCA Test Date" has the meaning assigned thereto in Section 1.10(a).

"Lender" means each Person executing this Agreement as a Lender on the Closing Date and any other Person that shall have become a party to this Agreement as a Lender pursuant to an Assignment and Assumption or pursuant to Section 5.13, other than any Person that ceases to be a party hereto as a Lender pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term "Lenders" includes the Swingline Lender.

"Lending Office" means, with respect to any Lender, the office of such Lender maintaining such Lender's Extensions of Credit, which office may, to the extent the applicable Lender notifies the Administrative Agent in writing, include an office of any Affiliate of such Lender or any domestic or foreign branch of such Lender or Affiliate.

"Letter of Credit Application" means an application requesting the applicable Issuing Lender to issue a Letter of Credit in the form specified by the applicable Issuing Lender from time to time.

"Letter of Credit Documents" means with respect to any Letter of Credit, such Letter of Credit, the Letter of Credit Application, a letter of credit agreement or reimbursement agreement and any other document, agreement and instrument required by the applicable Issuing Lender and relating to such Letter of Credit, in each case in the form specified by the applicable Issuing Lender from time to time.

"Letters of Credit" means the collective reference to letters of credit issued pursuant to Section 3.1.

"Leverage Ratio Increase" has the meaning assigned thereto in Section 9.12(a).

"Lien" means, with respect to any asset, any mortgage, leasehold mortgage, lien, pledge, charge, security interest, hypothecation or encumbrance of any kind in respect of such asset. For the purposes of this Agreement, a Person shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, Capital Lease Obligation or other title retention agreement relating to such asset.

"Limited Condition Acquisition" means any Acquisition that (a) is not prohibited hereunder, and (b) is not conditioned on the availability of, or on obtaining, third-party financing.

"Loan Documents" means, collectively, this Agreement, each Note, the Letter of Credit Documents, the Security Documents, the Guaranty Agreement, the Fee Letters, and each other document, instrument, certificate and agreement executed and delivered by the Credit Parties or any of their respective Subsidiaries in favor of or provided to the Administrative Agent or any Secured Party in connection with this Agreement or otherwise referred to herein or contemplated hereby (excluding any Secured Hedge Agreement and any Secured Cash Management Agreement.

"Loans" means the collective reference to the Revolving Credit Loans, the Delayed Draw Term Loan, any Incremental Term Loans and the Swingline Loans, and "Loan" means any of such Loans.

"Material Acquisition" has the meaning assigned thereto in Section 9.12(a).

"Material Adverse Effect" means (a) a material adverse change in, or material adverse effect on, the operations, business, assets, properties, liabilities (actual or contingent) or financial condition of the Borrower and its Subsidiaries, taken as a whole, (b) a material impairment of the ability of the Borrower or the Credit Parties taken as a whole to perform their respective obligations under the Loan Documents, (c) a material adverse effect on the rights and remedies, taken as a whole, of the Administrative Agent or any Lender under any Loan Document or (d) an impairment of the legality, validity, binding effect or enforceability against any Credit Party of any Loan Document to which it is a party.

"Minimum Collateral Amount" means, at any time, (a) with respect to Cash Collateral consisting of cash or deposit account balances provided to reduce or eliminate Fronting Exposure during the existence of a Defaulting Lender, an amount equal to 103% of the Fronting Exposure of the Issuing Lenders with respect to Letters of Credit issued and outstanding at such time, (b) with respect to Cash Collateral consisting of cash or deposit account balances provided in accordance with the provisions of Section 10.2(b), an amount equal to 103% of the aggregate outstanding amount of all L/C Obligations and (c) otherwise, an amount determined by the Administrative Agent and each of the applicable Issuing Lenders that is entitled to Cash Collateral hereunder at such time in their reasonable discretion.

"Moody's" means Moody's Investors Service, Inc.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which any Credit Party or any ERISA Affiliate is making, or is accruing an obligation to make, or has accrued an obligation to make contributions within the preceding seven (7) years.

"Net Cash Proceeds" means, as applicable, (a) with respect to any Asset Disposition or Insurance and Condemnation Event, all cash and Cash Equivalents received by any Credit Party or any of its Subsidiaries therefrom (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) less the sum of (i) all income taxes and other taxes assessed by, or reasonably estimated to be payable to, a Governmental Authority as a result of such transaction (provided that if such estimated taxes exceed the amount of actual taxes required to be paid in cash in respect of such Asset Disposition, the amount of such excess shall constitute Net Cash Proceeds), (ii) all reasonable and customary out-of-pocket fees and expenses incurred in connection with such transaction or event, (iii) the principal amount of, premium, if any, and interest on any Indebtedness (other than Indebtedness under the Loan Documents) secured by a Lien on the asset (or a portion thereof) disposed of, destroyed, damaged or taken, which Indebtedness is required to be repaid in connection with such transaction or event and (iv) all amounts that are set aside as a reserve (A) for adjustments in respect of the purchase price of such assets, (B) for any liabilities associated with such sale or casualty, to the extent such reserve is required by GAAP, (C) for the payment of unassumed liabilities relating to the assets sold or otherwise disposed of at the time of, or within 30 days after, the date of such sale or other disposition and (D) for the payment of indemnification obligations;

provided that, to the extent and at the time any such amounts are released from such reserve and received by such Credit Party or any of its Subsidiaries, such amounts shall constitute Net Cash Proceeds and (b) with respect to any Debt Issuance, the gross cash proceeds received by any Credit Party or any of its Subsidiaries therefrom less all reasonable and customary out-of-pocket legal, underwriting and other fees and expenses incurred in connection therewith.

"Non-Consenting Lender" means any Lender that does not approve any consent, waiver, amendment, modification or termination that (a) requires the approval of all Lenders or all affected Lenders in accordance with the terms of Section 12.2 and (b) has been approved by the Required Lenders.

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

"Non-Guarantor Subsidiary" means any Subsidiary that is not a Subsidiary Guarantor.

"Non-Wholly-Owned Subsidiary" means any Subsidiary of the Borrower that is not Wholly-Owned.

"Notes" means the collective reference to the Revolving Credit Notes, Term Loan Notes and the Swingline Note.

"Notice of Account Designation" has the meaning assigned thereto in Section 2.3(b).

"Notice of Borrowing" has the meaning assigned thereto in Section 2.3(a).

"Notice of Conversion/Continuation" has the meaning assigned thereto in Section 5.2.

"Notice of Prepayment" has the meaning assigned thereto in Section 2.4(c).

"Obligations" means, in each case, whether now in existence or hereafter arising: (a) the principal of and interest on (including interest accruing after the filing of any bankruptcy or similar petition) the Loans, (b) the L/C Obligations and (c) all other fees and commissions (including attorneys' fees), charges, indebtedness, loans, liabilities, financial accommodations, obligations, covenants and duties owing by the Credit Parties to the Lenders, the Issuing Lenders or the Administrative Agent, in each case under any Loan Document, with respect to any Loan or Letter of Credit of every kind, nature and description, direct or indirect, absolute or contingent, due or to become due, contractual or tortious, liquidated or unliquidated, and whether or not evidenced by any note and including interest and fees that accrue after the commencement by or against any Credit Party of any proceeding under any Debtor Relief Laws, naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

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

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

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

"Other Taxes" means all present or future stamp, court, documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 5.12).

"Outbound Investment Rules" means the regulations administered and enforced, together with any related public guidance issued, by the United States Treasury Department under U.S. Executive Order 14105 of August 9, 2023, or any similar law or regulation, and as codified at 31 C.F.R. § 850.101 et seq.

"Overnight Rate" means, for any day, the greater of (a) the Federal Funds Rate and (b) an overnight rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

"Participant" has the meaning assigned thereto in Section 12.9(d).

"Participant Register" has the meaning assigned thereto in Section 12.9(d).

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

"Payment Recipient" has the meaning assigned thereto in Section 11.11(a).

"PBGC" means the Pension Benefit Guaranty Corporation or any successor agency.

"Pension Plan" means any Employee Benefit Plan, other than a Multiemployer Plan, which is subject to the provisions of Title IV of ERISA or Section 412 of the Code and which (a) is maintained, funded or administered for the employees of any Credit Party or any ERISA Affiliate or (b) has at any time within the preceding seven (7) years been maintained, funded or administered for the employees of any Credit Party or any current or former ERISA Affiliates.

"Permitted Acquisition" means any Acquisition that meets all of the following requirements, which in the case of a Limited Condition Acquisition shall be subject to Section 1.10:

(a) the board of directors (or equivalent governing body) of the respective Person or business to be acquired shall have approved such Acquisition and such Acquisition shall not be in connection with a "hostile takeover" or proxy fight or similar transaction;

(b) for any Acquisition (or series of related Acquisitions) with Permitted Acquisition Consideration in excess of $50,000,000 in the aggregate, the Borrower shall have given to the Administrative Agent at least five (5) Business Days' (or such shorter period as may be agreed to by the Administrative Agent) prior written notice of such Acquisition, which notice shall describe in reasonable detail the principal terms and conditions of such Acquisition and the proposed closing date thereof;

(c) the Person or business to be acquired shall be in a line of business permitted pursuant to Section 9.11 or, in the case of an Acquisition of assets, the assets acquired are useful in the business of the Borrower and its Subsidiaries as conducted immediately prior to such Acquisition or permitted pursuant to Section 9.11;

(d) if such Acquisition is a merger or consolidation with the Borrower, the Borrower shall be the surviving Person;

(e) if such Acquisition is a merger or consolidation with a Subsidiary Guarantor, but not the Borrower, such Subsidiary Guarantor (or a Person that will become a Subsidiary Guarantor upon such merger or consolidation), shall be the surviving Person;

(f) the Borrower shall be in compliance on a Pro Forma Basis (based on the financial statements for the most recently completed Test Period) with each covenant contained in Section 9.12;

(g) for any Acquisition (or series of related Acquisitions) with Permitted Acquisition Consideration in excess of $50,000,000 in the aggregate, no later than three (3) Business Days prior to the proposed closing date of such Acquisition (or such shorter period as may be agreed to by the Administrative Agent), the Borrower shall have delivered to the Administrative Agent a Compliance Certificate demonstrating compliance with clause (f) above;

(h) no Default or Event of Default shall have occurred and be continuing both before and after giving effect to such Acquisition and any Indebtedness incurred in connection therewith;

(i) such Permitted Acquisition and all transactions related thereto are in all material respects consummated in accordance with Applicable Law; and

(j) if the Permitted Acquisition Consideration for any such Acquisition (or series of related Acquisitions) exceeds $50,000,000 in the aggregate, the Borrower shall have delivered to the Administrative Agent a certificate of a Responsible Officer certifying that all of the requirements set forth above have been satisfied or will be satisfied on or prior to the consummation of such purchase or other Acquisition.

"Permitted Acquisition Consideration" means the aggregate amount of the purchase price, including, but not limited to, any assumed debt, earn-outs (valued at the maximum amount payable thereunder), deferred payments, or Equity Interests of the Borrower, to be paid on a singular basis in connection with any applicable Permitted Acquisition as set forth in the applicable documentation executed by the Borrower or any of its Subsidiaries in order to consummate the applicable Permitted Acquisition.

"Permitted Bond Hedge Transaction" means any bond hedge, call or capped call option (or substantively equivalent derivative transaction) relating to the Borrower's common stock (or other securities or property following a merger event, reclassification or other change of the common stock of the Borrower) purchased by the Borrower or a Subsidiary thereof in connection with the issuance of any Permitted Convertible Indebtedness and settled in common stock of the Borrower (or such other securities or property), cash or a combination thereof (such amount of cash determined by reference to the price of the Borrower's common stock or such other securities or property), and cash in lieu of fractional shares of common stock of the Borrower; provided that the purchase of any such Permitted Bond Hedge Transaction is made with, and the purchase price thereof less the proceeds received from the Borrower from the sale of any substantially concurrently executed Permitted Warrant Transaction, does not exceed, the net proceeds received by the Borrower or a Subsidiary thereof in connection with the issuance of any Permitted Convertible Indebtedness; provided further that the other terms, conditions and covenants of each such transaction shall be such as are customary for transactions of such type (as determined by the Borrower in good faith).

"Permitted Convertible Indebtedness" means (a) unsecured Indebtedness of the Borrower or a Subsidiary thereof that (i) as of the date of issuance thereof contains customary conversion or exchange rights, customary premiums and customary offer to repurchase rights for transactions of such type (in each case, as determined by the Borrower in good faith) and (ii) is convertible into or exchangeable for shares of common stock of the Borrower (or other securities or property following a merger event, reclassification or other change of the common stock of the Borrower), cash or a combination thereof (such amount of cash determined by reference to the price of the Borrower's common stock or such other securities or property), and cash in lieu of fractional shares of common stock of the Borrower and (b) any guarantee by any Credit Party of Indebtedness of the Borrower or a Subsidiary thereof described in clause (a); provided that that such Indebtedness is permitted to be incurred under Section 9.1.

"Permitted Forward Transaction" means any transaction (including, but not limited to, any accelerated share repurchase, prepaid forward agreement, forward agreement or other share repurchase transaction in the form of or in substance the economic equivalent of an equity option or forward) pursuant to which, among other things, the counterparty is required to deliver to the Borrower shares of the Borrower's common stock, cash in lieu of delivering shares of the Borrower's common stock or cash representing the settlement or termination value of such forward or option; provided that the payment amount to be paid by the Borrower to the counterparty in connection with such Permitted Forward Transaction will not exceed the net cash proceeds received by the Borrower from the related sale of the Permitted Convertible Indebtedness issued in connection with such Permitted Forward Transaction; provided further that the terms, conditions and covenants of each such transaction shall be such as are customary for transactions of such type (as determined by the Borrower in good faith).

"Permitted Liens" means the Liens permitted pursuant to Section 9.2.

"Permitted Negative Pledges" has the meaning assigned thereto in Section 9.10(a)(xii).

"Permitted Refinancing Indebtedness" means any Indebtedness of the Borrower or any of its Subsidiaries issued or given in exchange for, or the proceeds of which are used to, extend, refinance, renew, replace or refund any other Indebtedness or any Indebtedness issued to so extend, refinance, renew, replace, substitute or refund any such Indebtedness, so long as (a) such Indebtedness has a Weighted Average Life to Maturity greater than or equal to the Weighted Average Life to Maturity of the Indebtedness being extended, refinanced, renewed, replaced or refunded, (b) such extension, refinancing, renewal, replacement or refunding does not (i) increase the amount of such Indebtedness outstanding immediately prior to such extension, refinancing, renewal, replacement or refunding (plus accrued and unpaid interest and premium (including tender premiums) thereon and underwriting discounts, defeasance costs and fees, commissions and expenses incurred in connection with such extension, renewal, refinancing, replacement or refunding), unless (for the avoidance of doubt) such increase is otherwise expressly permitted under a separate clause of Section 9.1 or (ii) add guarantors, obligors or security from that which applied to such Indebtedness being extended, refinanced, renewed, replacement or refunding, and (c) if subordinated, such Indebtedness has substantially the same (or, from the perspective of the Lenders, more favorable) subordination provisions, if any, as applied to the Indebtedness being extended, renewed, refinanced, replaced or refunded.

"Permitted Tax Restructurings" means any transaction or series of related transactions pursuant to which, among other things, direct and indirect Subsidiaries of the Borrower may be converted, restructured or reorganized, whether by transfer, acquisition, contribution, merger, consolidation, dissolution, liquidation, or otherwise, and that meet the following criteria:

(a) immediately prior to or after giving effect to any such transaction or series of related transactions, no Default or Event of Default shall have occurred and be continuing;

(b) after giving effect to any such transaction or series of related transactions, the aggregate book value and the aggregate fair market value of the total assets of the Credit Parties, taken as a whole (other than assets that are excluded from the Collateral), shall not be reduced by more than 5% as a result of such transaction or series of related transactions;

(c) in the good faith determination of the Borrower (i) such transaction or series of related transactions is not materially disadvantageous to Administrative Agent and the Lenders (including in respect of the aggregate impact on cash flows of the Credit Parties and Collateral) and (ii) such transaction or series of related transactions will result in a non-de minimis, factually supportable and reasonably identifiable tax, operational or other business benefit to the Borrower and its Subsidiaries, taken as a whole;

(d) not less than ten (10) Business Days (or such shorter period as may be agreed by the Administrative Agent in its sole discretion) prior to any such transaction or series of related transactions (or such later date as may be approved by the Administrative Agent in its sole discretion) (other than any transaction or series of related transactions that involves the transfer solely of assets that are assets of a Credit Party consisting of assets that are excluded from the Collateral), the Borrower shall deliver to the Administrative Agent written notice, which such notice shall include the Borrower's good faith estimate the aggregate book value of the total assets of the Credit Parties, taken as a whole (other than assets that are excluded from the Collateral), that are to be transferred in such transaction or series of related transactions;

(e) after giving effect to any such transaction or series of related transactions, and the addition of any Subsidiary Guarantors and actions with respect to Collateral required under this Agreement or any applicable Security Document, the security interests of the Secured Parties in the Collateral, in the aggregate and taken as a whole, are not materially and adversely impaired; and

(f) unless waived by the Administrative Agent, in the case of any such transaction or series of related transactions that involves the transfer of assets (other than assets that are excluded from the Collateral) owned by a Credit Party with a book value in excess of $10,000,000, the Borrower shall deliver to the Administrative Agent not less than ten (10) Business Days prior to the initial step of any such transaction or series of related transactions (or such shorter period as may be approved by the Administrative Agent in its sole discretion), in form and detail reasonably satisfactory to the Administrative Agent, a written description of the restructuring steps (including the pre and post restructuring organization chart) to such transaction or series of related transactions; provided that the Borrower shall be permitted to update such written description following the initial delivery thereof by giving the Administrative Agent written notice thereof, together with such updates.

For the avoidance of doubt, notwithstanding anything to the contrary herein: (w) each step and action pursuant to a conversion, restructuring (including a restructuring plan), or reorganization shall be considered a "transaction or series of related transactions" and all determinations and calculations required to be made pursuant to this definition shall be made on a pro forma basis after giving effect to all such steps and actions and the implementation of the addition of any Subsidiary Guarantors and actions with respect to Collateral required under this Agreement or any applicable Security Document, (x) the calculation of any reduction in total assets that is described in clause (b) above shall be determined after giving effect to the receipt by the Credit Parties of any assets (other than assets that are excluded from the Collateral) in any such transactions or series of related transactions, (y) the Administrative Agent may (in its sole discretion) agree to postpone or waive any requirements under Section 8.13 or any Loan Document with respect to interim steps of any Permitted Tax Restructuring to the extent such requirements would not apply or be required upon the completion of such Permitted Tax Restructuring or where the Administrative Agent reasonably determines that the cost or effort of taking the actions otherwise required is excessive in relation to the benefit afforded to the Lenders and (z) each of the steps and actions contemplated by any Permitted Tax Restructuring shall be deemed to be "pursuant to Permitted Tax Restructurings" for purposes of the provisions of this Agreement.

"Permitted Warrant Transaction" means any call option, warrant or right to purchase (or substantively equivalent derivative transaction) relating to the Borrower's common stock (or other securities or property following a merger event, reclassification or other change of the common stock of the Borrower) sold by the Borrower substantially concurrently with any purchase by the Borrower of a Permitted Bond Hedge Transaction and settled in common stock of the Borrower (or such other securities or property), cash or a combination thereof (such amount of cash determined by reference to the price of the Borrower's common stock or such other securities or property), and cash in lieu of fractional shares of common stock of the Borrower; provided that the terms, conditions and covenants of each such transaction shall be such as are customary for transactions of such type (as determined by the Borrower in good faith).

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

"Platform" means Debt Domain, Intralinks, SyndTrak or a substantially similar electronic transmission system.

"Prime Rate" means, at any time, the rate of interest per annum publicly announced from time to time by the Administrative Agent as its prime rate. Each change in the Prime Rate shall be effective as of the opening of business on the day such change in such prime rate occurs. The parties hereto acknowledge that the rate announced publicly by the Administrative Agent as its prime rate is an index or base rate and shall not necessarily be its lowest or best rate charged to its customers or other banks.

"Pro Forma Basis" means:

(a) for purposes of calculating Consolidated EBITDA for any period during which one or more Specified Transactions occurs, that (i) such Specified Transaction (and all other Specified Transactions that have been consummated during the applicable period) shall be deemed to have occurred as of the first day of the applicable period of measurement, (ii) there shall be included in determining Consolidated EBITDA for such period, without duplication, the Acquired EBITDA of any Person or business, or attributable to any property or asset, acquired by the Borrower or any Subsidiary during such period (but not the Acquired EBITDA of any related Person or business or any Acquired EBITDA attributable to any assets or property, in each case to the extent not so acquired) in connection with the AMI Acquisition or a Permitted Acquisition involving Permitted Acquisition Consideration in excess of the Threshold Amount or Specified Investment to the extent not subsequently sold, transferred, abandoned or otherwise disposed of by the Borrower or such Subsidiary during such period, based on the actual Acquired EBITDA of such acquired entity or business for such period (including the portion thereof occurring prior to such acquisition) and (iii) there shall be excluded in determining Consolidated EBITDA for such period, without duplication, the Disposed EBITDA of any Person or business, or attributable to any property or asset, disposed of by the Borrower or any Subsidiary during such period in connection with a Specified Disposition or discontinuation of operations, based on the Disposed EBITDA of such disposed entity or business or discontinued operations for such period (including the portion thereof occurring prior to such disposition or discontinuation); provided that the foregoing amounts shall be without duplication of any adjustments that are already included in the calculation of Consolidated EBITDA; and

(b) in the event that the Borrower or any Subsidiary thereof incurs (including by assumption or guarantees) or repays (including by redemption, repayment, retirement, discharge, defeasance or extinguishment) any Indebtedness included in the calculations of any financial ratio or test (in each case, other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes), (i) during the applicable measurement period or (ii) subsequent to the end of the applicable measurement period and prior to or simultaneously with the event for which the calculation of any such ratio is made, then such financial ratio or test shall be calculated giving pro forma effect to such incurrence or repayment of Indebtedness, to the extent required, as if the same had occurred on the first day of the applicable measurement period and any such Indebtedness that is incurred (including by assumption or guarantee) that has a floating or formula rate of interest shall have an implied rate of interest for the applicable period determined by utilizing the rate which is or would be in effect with respect to such Indebtedness as of the relevant date of determination.

"Property" means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including Equity Interests.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Public Lenders" has the meaning assigned thereto in Section 8.2.

"Qualified Equity Interests" means any Equity Interests that are not Disqualified Equity Interests.

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

"Register" has the meaning assigned thereto in Section 12.9(c).

"Reimbursement Obligation" means the obligation of the Borrower to reimburse any Issuing Lender pursuant to Section 3.5 for amounts drawn under Letters of Credit issued by such Issuing Lender.

"Related Indemnified Person" means as to each Indemnitee (a) any Controlling Person or Controlled Affiliate of such Indemnitee and (b) the respective directors, officers, employees and agents of such Indemnitee, in the case of this clause (b), acting at the instructions of such Indemnitee; provided that each reference to a Controlled Affiliate or Controlling Person in this definition pertains to a Controlled Affiliate or Controlling Person involved in the performance of the Indemnitee's obligations under this Agreement.

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

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

"Removal Effective Date" has the meaning assigned thereto in Section 11.6(b).

"Required Lenders" means, at any time, Lenders having Total Credit Exposure representing more than fifty percent (50%) of the Total Credit Exposure of all Lenders. The Total Credit Exposure of any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

"Required Revolving Credit Lenders" means, at any time, Revolving Credit Lenders having unused Revolving Credit Commitments and Revolving Credit Exposure representing more than fifty percent (50%) of the aggregate unused Revolving Credit Commitments and Revolving Credit Exposure of all Revolving Credit Lenders. The unused Revolving Credit Commitment of, and Revolving Credit Exposure held or deemed held by, any Defaulting Lender shall be disregarded in determining Required Revolving Credit Lenders at any time.

"Required Term Loan Lenders" means, at any time, Term Loan Lenders having outstanding Term Loans and Term Loan Commitments representing more than fifty percent (50%) of the sum of the aggregate outstanding Term Loans and Term Loan Commitments at such time. The outstanding Term Loans and Term Loan Commitments of any Defaulting Lender shall be disregarded in determining Required Term Loan Lenders at any time.

"Resignation Effective Date" has the meaning assigned thereto in Section 11.6(a).

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

"Responsible Officer" means, as to any Person, the chief executive officer, president, chief financial officer, controller, treasurer or assistant treasurer of such Person or any other officer of such Person designated in writing by the Borrower or such Person and reasonably acceptable to the Administrative Agent; provided that, to the extent requested thereby, the Administrative Agent shall have received a certificate of such Person certifying as to the incumbency and genuineness of the signature of each such officer. Any document delivered hereunder or under any other Loan Document that is signed by a Responsible Officer of a Person shall be conclusively presumed to have been authorized by all necessary corporate, limited liability company, partnership and/or other action on the part of such Person and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Person.

"Restricted Payment" means, with respect to any Person, any dividend on, or the making of any payment or other distribution on account of, or the purchase, redemption, retirement or other acquisition (directly or indirectly) of, or the setting apart assets for a sinking or other analogous fund for the purchase, redemption, retirement or other acquisition of, any class of Equity Interests of such Person, or the making of any distribution of cash, property or assets to the holders of any Equity Interests of such Person thereof on account of such Equity Interests; provided that, for the purpose of clarification, any payment (whether in cash, securities or other property), including any sinking fund or similar deposit on account of the purchase, redemption, retirement or other acquisition of debt securities (including, for the avoidance of doubt, Permitted Convertible Indebtedness) which by its terms is convertible into Equity Interests, cash or Cash Equivalents is not a Restricted Payment.

"Revolving Credit Commitment" means (a) as to any Revolving Credit Lender, the obligation of such Revolving Credit Lender to make Revolving Credit Loans to, and to purchase participations in L/C Obligations and Swingline Loans for the account of, the Borrower hereunder in an aggregate principal amount at any time outstanding not to exceed the amount set forth opposite such Revolving Credit Lender's name on the Register, as such amount may be modified at any time or from time to time pursuant to the terms hereof (including Section 5.13) and (b) as to all Revolving Credit Lenders, the aggregate commitment of all Revolving Credit Lenders to make Revolving Credit Loans, as such amount may be modified at any time or from time to time pursuant to the terms hereof (including Section 5.13). The aggregate Revolving Credit Commitment of all the Revolving Credit Lenders on the Closing Date shall be $200,000,000. The Revolving Credit Commitment of each Revolving Credit Lender on the Closing Date is set forth opposite the name of such Lender on Schedule 1.1(a).

"Revolving Credit Commitment Percentage" means, with respect to any Revolving Credit Lender at any time, the percentage of the total Revolving Credit Commitments of all the Revolving Credit Lenders represented by such Revolving Credit Lender's Revolving Credit Commitment. If the Revolving Credit Commitments have terminated or expired, the Revolving Credit Commitment Percentages shall be determined based upon the Revolving Credit Commitments most recently in effect, giving effect to any assignments. The Revolving Credit Commitment Percentage of each Revolving Credit Lender on the Closing Date is set forth opposite the name of such Lender on Schedule 1.1(a).

"Revolving Credit Exposure" means, as to any Revolving Credit Lender at any time, the aggregate principal amount at such time of its outstanding Revolving Credit Loans and such Revolving Credit Lender's participation in L/C Obligations and Swingline Loans at such time.

"Revolving Credit Facility" means the revolving credit facility established pursuant to Article II (including any increase in such revolving credit facility pursuant to Section 5.13).

"Revolving Credit Lenders" means, collectively, all of the Lenders with a Revolving Credit Commitment or if the Revolving Credit Commitment has been terminated, all Lenders having Revolving Credit Exposure.

"Revolving Credit Loan" means any revolving loan made to the Borrower pursuant to Section 2.1, and all such revolving loans collectively as the context requires.

"Revolving Credit Maturity Date" means the earliest to occur of (a) June 30, 2031, (b) the date of termination of the entire Revolving Credit Commitment by the Borrower pursuant to Section 2.5, and (c) the date of termination of the Revolving Credit Commitment pursuant to Section 10.2(a).

"Revolving Credit Note" means a promissory note made by the Borrower in favor of a Revolving Credit Lender evidencing the Revolving Credit Loans made by such Revolving Credit Lender, substantially in the form attached as ***Exhibit A-1***, and any substitutes therefor, and any replacements, restatements, renewals or extension thereof, in whole or in part.

"Revolving Credit Outstandings" means the sum of (a) with respect to Revolving Credit Loans and Swingline Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Revolving Credit Loans and Swingline Loans, as the case may be, occurring on such date; plus (b) with respect to any L/C Obligations on any date, the aggregate outstanding amount thereof on such date after giving effect to any Extensions of Credit occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements of outstanding unpaid drawings under any Letters of Credit or any reductions in the maximum amount available for drawing under Letters of Credit taking effect on such date.

"S&P" means Standard & Poor's Rating Service, a division of S&P Global Inc. and any successor thereto.

"Sanctioned Country" means at any time, a country, region or territory which is itself (or whose government is) the subject or target of any Sanctions (including, as of the Closing Date, Cuba, Iran, North Korea, Venezuela, the Crimea Region of Ukraine, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, and the Kherson and Zaporizhzhia regions of Ukraine).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC (including OFAC's Specially Designated Nationals and Blocked Persons List and OFAC's Consolidated Non-SDN List), the U.S. Department of State, the United Nations Security Council, the European Union, any European member state, His Majesty's Treasury, or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country, (c) any Person owned or controlled by, any such Person or Persons described in clauses (a) and (b), including a Person that is deemed by OFAC to be a Sanctions target based on the ownership of such legal entity by Sanctioned Person(s) or (d) any Person otherwise a target of Sanctions, including vessels, planes and ships, that are designated under any Sanctions program.

"Sanctions" means any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and anti-terrorism laws, including but not limited to those imposed, administered or enforced from time to time by the U.S. government (including those administered by OFAC or the U.S. Department of State), the United Nations Security Council, the European Union, any European member state, His Majesty's Treasury, or other relevant sanctions authority in any jurisdiction in which (a) the Borrower or any of its Subsidiaries or Affiliates is located or conducts business, (b) in which any of the proceeds of the Extensions of Credit will be used, or (c) from which repayment of the Extensions of Credit will be derived.

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

"Secured Cash Management Agreement" means (a) any Cash Management Agreement in effect on the Closing Date between or among any Credit Party or any of its Subsidiaries and a counterparty that is (i) a Lender, (ii) the Administrative Agent or (iii) an Affiliate of a Lender or the Administrative Agent, in each case as determined as of the Closing Date or (b) any Cash Management Agreement entered into after the Closing Date between or among any Credit Party or any of its Subsidiaries and a counterparty that is (i) a Lender, (ii) the Administrative Agent or (iii) an Affiliate of a Lender or the Administrative Agent, in each case as determined at the time such Cash Management Agreement is entered into.

"Secured Cash Management Obligations" means all existing or future payment and other obligations owing by any Credit Party or any of its Subsidiaries under any Secured Cash Management Agreement.

"Secured Hedge Agreement" means (a) any Hedge Agreement in effect on the Closing Date between or among any Credit Party or any of its Subsidiaries and a counterparty that is (i) a Lender, (ii) the Administrative Agent or (iii) an Affiliate of a Lender or the Administrative Agent, in each case as determined as of the Closing Date or (b) any Hedge Agreement entered into after the Closing Date between or among any Credit Party or any of its Subsidiaries and a counterparty that is (i) a Lender, (ii) the Administrative Agent or (iii) an Affiliate of a Lender or the Administrative Agent, in each case as determined at the time such Hedge Agreement is entered into. Notwithstanding the foregoing and for the avoidance of doubt, Hedge Agreements entered into in connection with convertible debt securities (including Permitted Convertible Indebtedness) shall not constitute Secured Hedge Agreements hereunder, including Permitted Bond Hedge Transactions and Permitted Warrant Transactions.

"Secured Hedge Obligations" means all existing or future payment and other obligations owing by any Credit Party or any of its Subsidiaries under any Secured Hedge Agreement; provided that the "Secured Hedge Obligations" of a Credit Party shall exclude any Excluded Swap Obligations with respect to such Credit Party.

"Secured Obligations" means, collectively, (a) the Obligations, (b) any Secured Hedge Obligations and (c) any Secured Cash Management Obligations.

"Secured Parties" means, collectively, the Administrative Agent, the Lenders, the Issuing Lenders, the holders of any Secured Hedge Obligations, the holders of any Secured Cash Management Obligations, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 11.5, any other holder from time to time of any of any Secured Obligations and, in each case, their respective successors and permitted assigns.

"Securities Act" means the Securities Act of 1933 (15 U.S.C. § 77 *et seq*.).

"Security Documents" means the collective reference to the Collateral Agreement, and each other agreement or writing pursuant to which any Credit Party pledges or grants a security interest in any Property or assets securing the Secured Obligations.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Loan" means any Loan bearing interest at a rate based on Term SOFR as provided in Section 5.1(a).

"Solvent" and "Solvency" mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the Property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the ordinary course of business. For purposes of this definition, the amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Specified Disposition" means any Asset Disposition (or series of related Asset Dispositions) pursuant to Section 9.5(o) having Net Cash Proceeds in excess of the Threshold Amount (excluding any Asset Dispositions to Credit Parties or their Subsidiaries).

"Specified Investment" means each Investment or series of related Investments in excess of the Threshold Amount made pursuant to Section 9.3(u) or (v) (excluding Investments in Credit Parties or their Subsidiaries).

"Specified Transactions" means (a) any Specified Disposition, (b) the AMI Acquisition, (c) any Permitted Acquisition involving Permitted Acquisition Consideration in excess of the Threshold Amount, (d) any Specified Investment and (e) the Transactions.

"Subordinated Indebtedness" means the collective reference to any Indebtedness incurred by the Borrower or any of its Subsidiaries that is subordinated in writing in right and time of payment to the Obligations.

"Subsidiary" means as to any Person, any corporation, partnership, limited liability company or other entity of which more than fifty percent (50%) of the outstanding Equity Interests having ordinary voting power to elect a majority of the board of directors (or equivalent governing body) or other managers of such corporation, partnership, limited liability company or other entity is at the time owned by (directly or indirectly) or the management is otherwise controlled by (directly or indirectly) such Person (irrespective of whether, at the time, Equity Interests of any other class or classes of such corporation, partnership, limited liability company or other entity shall have or might have voting power by reason of the happening of any contingency). Unless otherwise qualified, references to "Subsidiary" or "Subsidiaries" herein shall refer to those of the Borrower.

"Subsidiary Guarantors" means, collectively, (a) the Subsidiaries of the Borrower listed on Schedule 7.1 that are identified as a "Guarantor" and (b) each other Subsidiary of the Borrower that shall be required to execute and deliver a guaranty or guaranty supplement pursuant to Section 8.13. For the avoidance of doubt, the Subsidiary Guarantors shall not include any Excluded Subsidiaries.

"Swap Obligation" means, 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 1a(47) of the Commodity Exchange Act.

"Swingline Commitment" means the lesser of (a) $20,000,000 and (b) the aggregate amount of the Revolving Credit Commitments.

"Swingline Facility" means the swingline facility established pursuant to Section 2.2.

"Swingline Lender" means Wells Fargo in its capacity as swingline lender hereunder or any successor thereto.

"Swingline Loan" means any swingline loan made by the Swingline Lender to the Borrower pursuant to Section 2.2, and all such swingline loans collectively as the context requires.

"Swingline Note" means a promissory note made by the Borrower in favor of the Swingline Lender evidencing the Swingline Loans made by the Swingline Lender, substantially in the form attached as ***Exhibit A-2***, and any substitutes therefor, and any replacements, restatements, renewals or extension thereof, in whole or in part.

"Swingline Participation Amount" has the meaning assigned thereto in Section 2.2(b)(iii).

"Synthetic Lease" means any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing product where such transaction is considered borrowed money indebtedness for tax purposes but is classified as an operating lease in accordance with GAAP.

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

"Temporary Non-Guarantor Subsidiary" means, with respect to any Investment or other transaction, any Subsidiary (or any Person that as a result of such Investment or other transaction will be or becomes a Subsidiary) that as of the time of such Investment or other transaction is not a Credit Party, but which (as a result of such Investment, transaction or otherwise) is required to become a Subsidiary Guarantor in accordance with and within the timeframe set forth in Section 8.13.

"Term Loan Commitment" means (a) as to any Term Loan Lender, the Delayed Draw Term Loan Commitment of such Term Loan Lender or the obligation of such Term Loan Lender to make a portion of Incremental Term Loans, as applicable, to the account of the Borrower hereunder on the Delayed Draw Funding Date (in the case of the Delayed Draw Term Loan) or the applicable borrowing date (in the case of any Incremental Term Loan) and (b) as to all Term Loan Lenders, the aggregate commitment of all Term Loan Lenders to make such Term Loans.

"Term Loan Facility" means the term loan facility established pursuant to Article IV (including any new term loan facility established pursuant to Section 5.13).

"Term Loan Lender" means any Lender with a Term Loan Commitment and/or outstanding Term Loans.

"Term Loan Maturity Date" means the first to occur of (a) June 30, 2031, and (b) the date of acceleration of the Term Loans pursuant to Section 10.2(a).

"Term Loan Note" means a promissory note made by the Borrower in favor of a Term Loan Lender evidencing the Term Loans made by such Term Loan Lender, substantially in the form attached as ***Exhibit A-3***, and any substitutes therefor, and any replacements, restatements, renewals or extension thereof, in whole or in part.

"Term Loan Percentage" means, with respect to any Term Loan Lender at any time, the percentage of the total outstanding principal balance of the Term Loans represented by the outstanding principal balance of such Term Loan Lender's Term Loans; provided that at any time prior to the Delayed Draw Funding Date, Term Loan Percentage shall mean the percentage of the aggregate amount of the Delayed Draw Term Loan Commitments represented by the Delayed Draw Term Loan Commitments of such Lender. The Term Loan Percentage of each Term Loan Lender as of the Closing Date is set forth opposite the name of such Lender on Schedule 1.1(a).

"Term Loans" means the Delayed Draw Term Loan and, if applicable, any Incremental Term Loan and "Term Loan" means any of such Term Loans.

"Term SOFR" means,

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (Eastern time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to a Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "Base Rate Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (Eastern time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day;

provided, further, that if Term SOFR determined as provided above (including pursuant to the proviso under clause (a) or clause (b) above) shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Termination Event" means the occurrence of any of the following which, individually or in the aggregate, has resulted or could reasonably be expected to result in liability of the Borrower in an aggregate amount in excess of the Threshold Amount: (a) a "Reportable Event" described in Section 4043 of ERISA for which the thirty (30) day notice requirement has not been waived by the PBGC, or (b) the withdrawal of any Credit Party or any ERISA Affiliate from a Pension Plan during a plan year in which it was a "substantial employer" as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA, or (c) the termination of a Pension Plan, the filing of a notice of intent to terminate a Pension Plan or the treatment of a Pension Plan amendment as a termination, under Section 4041 of ERISA, if the plan assets are not sufficient to pay all plan liabilities, or (d) the institution of proceedings to terminate, or the appointment of a trustee with respect to, any Pension Plan by the PBGC, or (e) any other event or condition which would constitute grounds under Section 4042(a) of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan, or (f) the imposition of a Lien pursuant to Section 430(k) of the Code or Section 303 of ERISA, or (g) the determination that any Pension Plan or Multiemployer Plan is considered an at-risk plan or plan in endangered or critical status within the meaning of Sections 430, 431 or 432 of the Code or Sections 303, 304 or 305 of ERISA or (h) the partial or complete withdrawal of any Credit Party or any ERISA Affiliate from a Multiemployer Plan if withdrawal liability is asserted by such plan, or (i) any event or condition which results in the reorganization or insolvency of a Multiemployer Plan under Sections 4241 or 4245 of ERISA, or (j) any event or condition which results in the termination of a Multiemployer Plan under Section 4041A of ERISA or the institution by PBGC of proceedings to terminate a Multiemployer Plan under Section 4042 of ERISA, or (k) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon any Credit Party or any ERISA Affiliate.

"Test Period" means, as of any date of determination, the period of four (4) consecutive fiscal quarters ended on or immediately prior to such date for which financial statements of the Borrower and its Subsidiaries have been delivered to the Administrative Agent pursuant to Section 8.1(a) or 8.1(b), as applicable.

"Threshold Amount" means $75,000,000.

"Total Credit Exposure" means, as to any Lender at any time, the unused Commitments, Revolving Credit Exposure and any outstanding Term Loans of such Lender at such time.

"Transactions" means, collectively, (a) the extension and renewal of all loans outstanding under the Existing Credit Agreement, (b) the initial Extensions of Credit (if any) on the Closing Date and the negotiation, execution and delivery of this Agreement and the other Loan Documents and the related commitment letters and fee letters and (c) the payment of all fees, expenses and costs incurred in connection with the foregoing.

"UCC" means the Uniform Commercial Code as in effect in the State of New York.

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

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

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"United States" means the United States of America.

"Unrestricted" means, when referring to cash and Cash Equivalents of the Borrower and its Subsidiaries, that such cash and Cash Equivalents (a) do not appear or would not be required to appear as "restricted" on the financial statements of the Borrower or any such Subsidiary (unless related to the Loan Documents or the Liens created thereunder), (b) are not subject to a Lien in favor of any Person other than the Administrative Agent under the Loan Documents and Liens constituting Permitted Liens in favor of any depository bank in connection with statutory, common law and contractual rights of set-off and recoupment with respect to any deposit account, (c) are assets of the Borrower or a Subsidiary, and (d) are not otherwise unavailable to the Borrower or such Subsidiary.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities; provided, that for purposes of notice requirements in Sections 2.3(a), 2.4(c), and 5.2, in each case, such day is also a Business Day.

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

"U.S. Tax Compliance Certificate" has the meaning assigned thereto in Section 5.11(g).

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness, in each case of clauses (a) and (b), without giving effect to the application of any prior prepayment to such installment, sinking fund, serial maturity or other required payment of principal.

"Wells Fargo" means Wells Fargo Bank, National Association, a national banking association.

"Wholly-Owned" means, with respect to a Subsidiary, that all of the Equity Interests of such Subsidiary are, directly or indirectly, owned or controlled by the Borrower and/or one or more of its Wholly-Owned Subsidiaries (except for directors' qualifying shares or other shares required by Applicable Law to be owned by a Person other than the Borrower and/or one or more of its Wholly-Owned Subsidiaries).

"Withholding Agent" means the Borrower and the Administrative Agent.

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

SECTION 1.2 Other Definitions and Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document: (a) the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined, (b) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms, (c) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (d) the word "will" shall be construed to have the same meaning and effect as the word "shall", (e) any reference herein to any Person shall be construed to include such Person's successors and assigns, (f) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (g) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (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 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 and (j) 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".

SECTION 1.3 Accounting Terms.

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP, applied on a consistent basis, as in effect from time to time and in a manner consistent with that used in preparing the audited financial statements required by Section 8.1(a), except as otherwise specifically prescribed herein. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Borrower and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded. For the avoidance of doubt, and without limitation of the foregoing, Permitted Convertible Indebtedness shall at all times prior to the repurchase, conversion (or exchange, as the case may be) or payment thereof be valued at the full stated principal amount thereof and shall not include any reduction or appreciation in value of the shares and/or cash deliverable upon conversion thereof (or exchange therefor, as the case may be).

(b) If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP; provided, further that (A) for purposes of the definitions of "Indebtedness", "Capital Lease Obligation", "Attributable Indebtedness" and "Consolidated Funded Indebtedness" and financial covenant calculations hereunder, all obligations of any Person that are or would have been treated as operating leases for purposes of GAAP prior to the effectiveness of FASB ASC 842 shall continue to be accounted for as operating leases (whether or not such operating lease obligations were in effect on such date) notwithstanding the fact that such obligations are required in accordance with FASB ASC 842 (on a prospective or retroactive basis or otherwise) to be treated as Capital Lease Obligations in the financial statements and (B) upon the written request by the Administrative Agent, the Borrower shall promptly provide a schedule showing the modifications necessary to reconcile the adjustments made pursuant to clause (A) above with such financial statements.

SECTION 1.4 UCC Terms. Terms defined in the UCC in effect on the Closing Date and not otherwise defined herein shall, unless the context otherwise indicates, have the meanings provided by those definitions. Subject to the foregoing, the term "UCC" refers, as of any date of determination, to the UCC then in effect.

SECTION 1.5 Rounding. Any financial ratios required to be maintained pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio or percentage is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

SECTION 1.6 References to Agreement and Laws. Unless otherwise expressly provided herein, (a) any definition or reference to formation documents, governing documents, agreements (including the Loan Documents) and other contractual documents or instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are not prohibited by any Loan Document; and (b) any definition or reference to any Applicable Law, including Anti-Corruption Laws, Anti-Money Laundering Laws, the Bankruptcy Code, the Code, the Commodity Exchange Act, ERISA, the Exchange Act, the PATRIOT Act, the Securities Act, the UCC, the Investment Company Act, the Trading with the Enemy Act of the United States or any of the foreign assets control regulations of the United States Treasury Department, shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Applicable Law.

SECTION 1.7 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

SECTION 1.8 Guarantees. Unless otherwise specified, the amount of any Guarantee shall be the lesser of the amount of the obligations guaranteed and still outstanding and the maximum anticipated amount for which the guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Guarantee, as reasonably determined by the Borrower.

SECTION 1.9 Covenant Compliance Generally. For purposes of determining compliance under Sections 9.1, 9.2, 9.3, 9.5 and 9.6, any amount in a currency other than Dollars will be converted to Dollars in a manner consistent with that used in calculating Consolidated Net Income in the most recent annual financial statements of the Borrower and its Subsidiaries delivered pursuant to Section 8.1(a) or Section 6.1(e), as applicable. Notwithstanding the foregoing, for purposes of determining compliance with Sections 9.1, 9.2 and 9.3, with respect to any amount of Indebtedness or Investment in a currency other than Dollars, no breach of any basket contained in such sections shall be deemed to have occurred solely as a result of changes in rates of exchange occurring after the time such Indebtedness or Investment is incurred; provided that for the avoidance of doubt, the foregoing provisions of this Section 1.9 shall otherwise apply to such Sections, including with respect to determining whether any Indebtedness or Investment may be incurred at any time under such Sections.

SECTION 1.10 Limited Condition Acquisitions. In the event that the Borrower notifies the Administrative Agent in writing that any proposed Acquisition is a Limited Condition Acquisition and that the Borrower wishes to test the conditions to such Acquisition and any Incremental Term Loan that is to be used to finance such Acquisition in accordance with this Section 1.10, then, so long as agreed to by the lenders providing such Incremental Term Loan, the following provisions shall apply:

(a) any condition to such Limited Condition Acquisition or such Incremental Term Loan that requires that no Default or Event of Default shall have occurred and be continuing at the time of such Limited Condition Acquisition or the incurrence of such Incremental Term Loan, shall be satisfied if (i) no Default or Event of Default shall have occurred and be continuing at the time of the execution of the definitive purchase agreement, merger agreement or other acquisition agreement governing such Limited Condition Acquisition (the "LCA Test Date") and (ii) no Event of Default under any of Section 10.1(a), 10.1(b), 10.1(h) or 10.1(i) shall have occurred and be continuing both immediately before and immediately after giving effect to such Limited Condition Acquisition and any Indebtedness incurred in connection therewith (including any such Incremental Term Loan);

(b) any condition to such Limited Condition Acquisition or such Incremental Term Loan that the representations and warranties in this Agreement and the other Loan Documents shall be true and correct at the time of consummation of such Limited Condition Acquisition or the incurrence of such Incremental Term Loan shall be deemed satisfied if (i) all representations and warranties in this Agreement and the other Loan Documents are true and correct in all material respects (except for any representation and warranty that is qualified by materiality or reference to Material Adverse Effect, which such representation and warranty shall be true and correct in all respects) as of the LCA Test Date, or if such representation speaks as of an earlier date, as of such earlier date and (ii) as of the date of consummation of such Limited Condition Acquisition, (A) the representations and warranties under the relevant definitive agreement governing such Limited Condition Acquisition as are material to the lenders providing such Incremental Term Loan shall be true and correct, but only to the extent that the Borrower or its applicable Subsidiary has the right (taking into account any applicable cure provisions and determined without regard to any notice requirement) to terminate its obligations under such agreement prior to consummation of such Limited Condition Acquisition as a result of a breach of such representations and warranties or the failure of those representations and warranties to be true and correct and (B) certain of the representations and warranties in this Agreement and the other Loan Documents which are customary for similar "funds certain" financings and required by the lenders providing such Incremental Term Loan shall be true and correct in all material respects (except for any representation and warranty that is qualified by materiality or reference to Material Adverse Effect, which such representation and warranty shall be true and correct in all respects);

(c) any financial ratio test or condition to be tested in connection with such Limited Condition Acquisition and the availability of such Incremental Term Loan will be tested as of the LCA Test Date, in each case, after giving effect to the relevant Limited Condition Acquisition and related incurrence of Incremental Term Loan, on a Pro Forma Basis where applicable, and, for the avoidance of doubt, (i) such ratios and baskets shall not be tested at the time of consummation of such Limited Condition Acquisition and (ii) if any of such ratios are exceeded or conditions are not met following the LCA Test Date, but prior to the closing of such Limited Condition Acquisition, as a result of fluctuations in such ratio or amount (including due to fluctuations in Consolidated EBITDA of the Borrower or the Person subject to such Limited Condition Acquisition), at or prior to the consummation of the relevant transaction or action, such ratios will not be deemed to have been exceeded and such conditions will not be deemed unmet as a result of such fluctuations solely for purposes of determining whether the relevant transaction or action is permitted to be consummated or taken;

(d) except as provided in the next sentence, in connection with any subsequent calculation of any ratio or basket on or following the relevant LCA Test Date and prior to the earlier of the date on which such Limited Condition Acquisition is consummated and the date that the definitive agreement for such Limited Condition Acquisition is terminated or expires without consummation of such Limited Condition Acquisition, any such ratio or basket shall be calculated (i) on a Pro Forma Basis assuming such Limited Condition Acquisition and other transactions in connection therewith (including the incurrence or assumption of Indebtedness) have been consummated and (ii) assuming such Limited Condition Acquisition and other transactions in connection therewith (including the incurrence or assumption of Indebtedness) have not been consummated. Notwithstanding the foregoing, any calculation of a ratio in connection with determining the Applicable Margin and determining whether or not the Borrower is in compliance with the financial covenants set forth in Section 9.12 shall, in each case be calculated assuming such Limited Condition Acquisition and other transactions in connection therewith (including the incurrence or assumption of Indebtedness) have not been consummated.

The foregoing provisions shall apply with similar effect during the pendency of multiple Limited Condition Acquisitions such that each of the possible scenarios is separately tested.

SECTION 1.11 Rates. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 5.8(c), will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate, Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its Affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto and such transactions may be adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Term SOFR Reference Rate, or Term SOFR, or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

SECTION 1.12 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

ARTICLE II

REVOLVING CREDIT FACILITY

SECTION 2.1 Revolving Credit Loans. Subject to the terms and conditions of this Agreement and the other Loan Documents, and in reliance upon the representations and warranties set forth in this Agreement and the other Loan Documents, each Revolving Credit Lender severally agrees to make Revolving Credit Loans in Dollars to the Borrower from time to time from the Closing Date to, but not including, the Revolving Credit Maturity Date as requested by the Borrower in accordance with the terms of Section 2.3; provided, that (a) the Revolving Credit Outstandings shall not exceed the Revolving Credit Commitment and (b) the Revolving Credit Exposure of any Revolving Credit Lender shall not at any time exceed such Revolving Credit Lender's Revolving Credit Commitment. Each Revolving Credit Loan by a Revolving Credit Lender shall be in a principal amount equal to such Revolving Credit Lender's Revolving Credit Commitment Percentage of the aggregate principal amount of Revolving Credit Loans requested on such occasion. Subject to the terms and conditions hereof, the Borrower may borrow, repay and reborrow Revolving Credit Loans hereunder until the Revolving Credit Maturity Date.

SECTION 2.2 Swingline Loans.

(a) Availability. Subject to the terms and conditions of this Agreement and the other Loan Documents and in reliance upon the representations and warranties set forth in this Agreement and the other Loan Documents, the Swingline Lender may, in its sole discretion, make Swingline Loans in Dollars to the Borrower from time to time from the Closing Date to, but not including, the Revolving Credit Maturity Date; provided, that (i) after giving effect to any amount requested, the Revolving Credit Outstandings shall not exceed the Revolving Credit Commitment and (ii) the aggregate principal amount of all outstanding Swingline Loans (after giving effect to any amount requested) shall not exceed the Swingline Commitment.

(b) Refunding.

(i) The Swingline Lender, at any time and from time to time in its sole and absolute discretion may, on behalf of the Borrower (which hereby irrevocably directs the Swingline Lender to act on its behalf), by written notice given no later than 12:00 noon on any Business Day request each Revolving Credit Lender to make, and each Revolving Credit Lender hereby agrees to make, a Revolving Credit Loan as a Base Rate Loan in an amount equal to such Revolving Credit Lender's Revolving Credit Commitment Percentage of the aggregate amount of the Swingline Loans outstanding on the date of such notice, to repay the Swingline Lender. Each Revolving Credit Lender shall make the amount of such Revolving Credit Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the day specified in such notice. The proceeds of such Revolving Credit Loans shall be immediately made available by the Administrative Agent to the Swingline Lender for application by the Swingline Lender to the repayment of the Swingline Loans. No Revolving Credit Lender's obligation to fund its respective Revolving Credit Commitment Percentage of a Swingline Loan shall be affected by any other Revolving Credit Lender's failure to fund its Revolving Credit Commitment Percentage of a Swingline Loan, nor shall any Revolving Credit Lender's Revolving Credit Commitment Percentage be increased as a result of any such failure of any other Revolving Credit Lender to fund its Revolving Credit Commitment Percentage of a Swingline Loan.

(ii) The Borrower shall pay to the Swingline Lender on demand, and in any event on the Revolving Credit Maturity Date, in immediately available funds the amount of such Swingline Loans to the extent amounts received from the Revolving Credit Lenders are not sufficient to repay in full the outstanding Swingline Loans requested or required to be refunded. In addition, the Borrower irrevocably authorizes the Administrative Agent to charge any account maintained by the Borrower with the Swingline Lender (up to the amount available therein) in order to immediately pay the Swingline Lender the amount of such Swingline Loans to the extent amounts received from the Revolving Credit Lenders are not sufficient to repay in full the outstanding Swingline Loans requested or required to be refunded. If any portion of any such amount paid to the Swingline Lender shall be recovered by or on behalf of the Borrower from the Swingline Lender in bankruptcy or otherwise, the loss of the amount so recovered shall be ratably shared among all the Revolving Credit Lenders in accordance with their respective Revolving Credit Commitment Percentages.

(iii) If for any reason any Swingline Loan cannot be refinanced with a Revolving Credit Loan pursuant to Section 2.2(b)(i), each Revolving Credit Lender shall, on the date such Revolving Credit Loan was to have been made pursuant to the notice referred to in Section 2.2(b)(i), purchase for cash an undivided participating interest in the then outstanding Swingline Loans by paying to the Swingline Lender an amount (the "Swingline Participation Amount") equal to such Revolving Credit Lender's Revolving Credit Commitment Percentage of the aggregate principal amount of Swingline Loans then outstanding. Each Revolving Credit Lender will immediately transfer to the Swingline Lender, in immediately available funds, the amount of its Swingline Participation Amount. Whenever, at any time after the Swingline Lender has received from any Revolving Credit Lender such Revolving Credit Lender's Swingline Participation Amount, the Swingline Lender receives any payment on account of the Swingline Loans, the Swingline Lender will distribute to such Revolving Credit Lender its Swingline Participation Amount (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's participating interest was outstanding and funded and, in the case of principal and interest payments, to reflect such Revolving Credit Lender's pro rata portion of such payment if such payment is not sufficient to pay the principal of and interest on all Swingline Loans then due); provided that in the event that such payment received by the Swingline Lender is required to be returned, such Revolving Credit Lender will return to the Swingline Lender any portion thereof previously distributed to it by the Swingline Lender.

(iv) Each Revolving Credit Lender's obligation to make the Revolving Credit Loans referred to in Section 2.2(b)(i) and to purchase participating interests pursuant to Section 2.2(b)(iii) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right that such Revolving Credit Lender or the Borrower may have against the Swingline Lender, the Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Article VI, (C) any adverse change in the condition (financial or otherwise) of the Borrower, (D) any breach of this Agreement or any other Loan Document by the Borrower, any other Credit Party or any other Revolving Credit Lender or (E) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

(v) If any Revolving Credit Lender fails to make available to the Administrative Agent, for the account of the Swingline Lender, any amount required to be paid by such Revolving Credit Lender pursuant to the foregoing provisions of this Section 2.2(b) by the time specified in Section 2.2(b)(i) or 2.2(b)(iii), as applicable, the Swingline Lender shall be entitled to recover from such Revolving Credit Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swingline Lender at a rate per annum equal to the Overnight Rate, plus any administrative, processing or similar fees customarily charged by the Swingline Lender in connection with the foregoing. If such Revolving Credit Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Revolving Credit Lender's Revolving Credit Loan or Swingline Participation Amount, as the case may be. A certificate of the Swingline Lender submitted to any Revolving Credit Lender (through the Administrative Agent) with respect to any amounts owing under this clause (v) shall be conclusive absent manifest error.

(c) Defaulting Lenders. Notwithstanding anything to the contrary contained in this Agreement, this Section 2.2 shall be subject to the terms and conditions of Section 5.14 and Section 5.15.

SECTION 2.3 Procedure for Advances of Revolving Credit Loans and Swingline Loans.

(a) Requests for Borrowing. The Borrower shall give the Administrative Agent irrevocable prior written notice substantially in the form of ***Exhibit B*** (a "Notice of Borrowing") not later than 12:00 noon (i) on the same Business Day as each Base Rate Loan and each Swingline Loan and (ii) at least three (3) U.S. Government Securities Business Days (or, solely in the case of any SOFR Loan requested to be drawn on the Closing Date, one (1) U.S. Government Securities Business Day) before each SOFR Loan, of its intention to borrow, specifying (A) the date of such borrowing, which shall be a Business Day, (B) the amount of such borrowing, which shall be, (x) with respect to Base Rate Loans (other than Swingline Loans) in an aggregate principal amount of $1,000,000 or a whole multiple of $500,000 in excess thereof, (y) with respect to SOFR Loans in an aggregate principal amount of $2,000,000 or a whole multiple of $1,000,000 in excess thereof and (z) with respect to Swingline Loans in an aggregate principal amount of $100,000 or a whole multiple of $100,000 in excess thereof (or, in each case, the remaining amount of the Revolving Credit Commitment or the Swingline Commitment, as applicable), (C) whether such Loan is to be a Revolving Credit Loan or Swingline Loan, (D) in the case of a Revolving Credit Loan whether such Revolving Credit Loan is to be a SOFR Loan or a Base Rate Loan, and (E) in the case of a SOFR Loan, the duration of the Interest Period applicable thereto. If the Borrower fails to specify a type of Loan in a Notice of Borrowing, then the applicable Loans shall be made as Base Rate Loans. If the Borrower requests a borrowing of a SOFR Loan in any such Notice of Borrowing, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month. A Notice of Borrowing received after 12:00 noon shall be deemed received on the next Business Day or U.S. Government Securities Business Day, as applicable. The Administrative Agent shall promptly notify the Revolving Credit Lenders of each Notice of Borrowing.

(b) Disbursement of Revolving Credit and Swingline Loans. Not later than 2:00 p.m. on the proposed borrowing date, (i) each Revolving Credit Lender will make available to the Administrative Agent, for the account of the Borrower, at the Administrative Agent's Office in funds immediately available to the Administrative Agent, such Revolving Credit Lender's Revolving Credit Commitment Percentage of the Revolving Credit Loans to be made on such borrowing date and (ii) the Swingline Lender will make available to the Administrative Agent, for the account of the Borrower, at the Administrative Agent's Office in funds immediately available to the Administrative Agent, the Swingline Loans to be made on such borrowing date. The Borrower hereby irrevocably authorizes the Administrative Agent to disburse the proceeds of each borrowing requested pursuant to this Section in immediately available funds by crediting or wiring such proceeds to the deposit account of the Borrower identified in the most recent notice substantially in the form attached as ***Exhibit C*** (a "Notice of Account Designation") delivered by the Borrower to the Administrative Agent or as may be otherwise agreed upon by the Borrower and the Administrative Agent from time to time. Subject to Section 5.7 hereof, the Administrative Agent shall not be obligated to disburse the portion of the proceeds of any Revolving Credit Loan requested pursuant to this Section to the extent that any Revolving Credit Lender has not made available to the Administrative Agent its Revolving Credit Commitment Percentage of such Loan. Revolving Credit Loans to be made for the purpose of refunding Swingline Loans shall be made by the Revolving Credit Lenders as provided in Section 2.2(b).

SECTION 2.4 Repayment and Prepayment of Revolving Credit and Swingline Loans.

(a) Repayment on Termination Date. The Borrower hereby agrees to repay the outstanding principal amount of (i) all Revolving Credit Loans in full on the Revolving Credit Maturity Date, and (ii) all Swingline Loans in accordance with Section 2.2(b) (but, in any event, no later than the Revolving Credit Maturity Date), together, in each case, with all accrued but unpaid interest thereon.

(b) Mandatory Prepayments. If at any time the Revolving Credit Outstandings exceed the Revolving Credit Commitment, the Borrower agrees to repay within one (1) Business Day of its receipt of notice from the Administrative Agent, by payment to the Administrative Agent for the account of the Revolving Credit Lenders, Extensions of Credit in an amount equal to such excess with each such repayment applied first, to the principal amount of outstanding Swingline Loans, second to the principal amount of outstanding Revolving Credit Loans and third, with respect to any Letters of Credit then outstanding, a payment of Cash Collateral into a Cash Collateral account opened by the Administrative Agent, for the benefit of the Revolving Credit Lenders, in an amount equal to such excess (such Cash Collateral to be applied in accordance with Section 10.2(b)).

(c) Optional Prepayments. The Borrower may at any time and from time to time prepay Revolving Credit Loans and Swingline Loans, in whole or in part, without premium or penalty, with irrevocable prior written notice to the Administrative Agent substantially in the form attached as ***Exhibit D*** (a "Notice of Prepayment") given not later than 12:00 noon (i) on the same Business Day as prepayment of each Base Rate Loan and each Swingline Loan and (ii) at least three (3) U.S. Government Securities Business Days before each SOFR Loan, specifying the date and amount of prepayment and whether the prepayment is of SOFR Loans, Base Rate Loans, Swingline Loans or a combination thereof, and, if of a combination thereof, the amount allocable to each. Upon receipt of such notice, the Administrative Agent shall promptly notify each Revolving Credit Lender. If any such notice is given, the amount specified in such notice shall be due and payable on the date set forth in such notice. Partial prepayments shall be in an aggregate amount of $1,000,000 or a whole multiple of $500,000 in excess thereof with respect to Base Rate Loans (other than Swingline Loans), $2,000,000 or a whole multiple of $1,000,000 in excess thereof with respect to SOFR Loans and $100,000 or a whole multiple of $100,000 in excess thereof with respect to Swingline Loans. A Notice of Prepayment received after 12:00 noon shall be deemed received on the next Business Day or U.S. Government Securities Business Day, as applicable. Each such repayment shall be accompanied by any amount required to be paid pursuant to Section 5.9 hereof. Notwithstanding the foregoing, any Notice of Prepayment delivered in connection with any refinancing of all of the Credit Facility with the proceeds of such refinancing or of any incurrence of Indebtedness or the occurrence of some other identifiable event or condition, may be, if expressly so stated to be, contingent upon the consummation of such refinancing or incurrence or occurrence of such other identifiable event or condition and may be revoked by the Borrower, or delayed by the Borrower to another date, in the event such contingency is not met (provided that the failure of such contingency shall not relieve the Borrower from its obligations in respect thereof under Section 5.9).

(d) [Reserved].

(e) Limitation on Prepayment of SOFR Loans. The Borrower may not prepay any SOFR Loan on any day other than on the last day of the Interest Period applicable thereto unless such prepayment is accompanied by any amount required to be paid pursuant to Section 5.9 hereof.

(f) Hedge Agreements. No repayment or prepayment of the Loans pursuant to this Section shall affect any of the Borrower's obligations under any Hedge Agreement entered into with respect to the Loans.

SECTION 2.5 Permanent Reduction of the Revolving Credit Commitment.

(a) Voluntary Reduction. The Borrower shall have the right at any time and from time to time, upon at least five (5) Business Days prior irrevocable written notice to the Administrative Agent, to permanently reduce, without premium or penalty, (i) the entire Revolving Credit Commitment at any time or (ii) portions of the Revolving Credit Commitment, from time to time, in an aggregate principal amount not less than $1,000,000 or any whole multiple of $1,000,000 in excess thereof. Any reduction of the Revolving Credit Commitment shall be applied to the Revolving Credit Commitment of each Revolving Credit Lender according to its Revolving Credit Commitment Percentage. All Commitment Fees accrued until the effective date of any termination of the Revolving Credit Commitment shall be paid on the effective date of such termination. Notwithstanding the foregoing, any notice to reduce the Revolving Credit Commitment delivered in connection with any refinancing of all of the Credit Facility with the proceeds of such refinancing or of any incurrence of Indebtedness or the occurrence of some other identifiable event or condition, may be, if expressly so stated to be, contingent upon the consummation of such refinancing or incurrence or occurrence of such identifiable event or condition and may be revoked by the Borrower, or delayed by the Borrower to another date, in the event such contingency is not met (provided that the failure of such contingency shall not relieve the Borrower from its obligations in respect thereof under Section 5.9).

(b) Corresponding Payment. Each permanent reduction permitted pursuant to this Section shall be accompanied by a payment of principal sufficient to reduce the aggregate outstanding Revolving Credit Loans, Swingline Loans and L/C Obligations, as applicable, after such reduction to the Revolving Credit Commitment as so reduced, and if the aggregate amount of all outstanding Letters of Credit exceeds the Revolving Credit Commitment as so reduced, the Borrower shall be required to deposit Cash Collateral in a Cash Collateral account opened by the Administrative Agent in an amount equal to such excess. Such Cash Collateral shall be applied in accordance with Section 10.2(b). Any reduction of the Revolving Credit Commitment to zero shall be accompanied by payment of all outstanding Revolving Credit Loans and Swingline Loans (and furnishing of Cash Collateral satisfactory to the Administrative Agent for all L/C Obligations or other arrangements satisfactory to the respective Issuing Lenders) and shall result in the termination of the Revolving Credit Commitment and the Swingline Commitment and the Revolving Credit Facility. If the reduction of the Revolving Credit Commitment requires the repayment of any SOFR Loan, such repayment shall be accompanied by any amount required to be paid pursuant to Section 5.9 hereof.

SECTION 2.6 Termination of Revolving Credit Facility. The Revolving Credit Facility and the Revolving Credit Commitments shall terminate on the Revolving Credit Maturity Date.

ARTICLE III

LETTER OF CREDIT FACILITY

SECTION 3.1 L/C Facility.

(a) Availability. Subject to the terms and conditions hereof, each Issuing Lender, in reliance on the agreements of the Revolving Credit Lenders set forth in Section 3.4(a), agrees to issue standby Letters of Credit in an aggregate amount not to exceed its L/C Commitment for the account of the Borrower or, subject to Section 3.10, any Subsidiary thereof. Letters of Credit may be issued on any Business Day from the Closing Date to, but not including the fifteenth (15th) Business Day prior to the Revolving Credit Maturity Date in such form as may be approved from time to time by the applicable Issuing Lender; provided, that no Issuing Lender shall issue any Letter of Credit if, after giving effect to such issuance, (i) the aggregate amount of the outstanding Letters of Credit issued by such Issuing Lender would exceed its L/C Commitment, (ii) the L/C Obligations would exceed the L/C Sublimit or (iii) the Revolving Credit Outstandings would exceed the Revolving Credit Commitment. Letters of Credit issued hereunder shall constitute utilization of the Revolving Credit Commitments.

(b) Terms of Letters of Credit. Each Letter of Credit shall (i) be denominated in Dollars in a minimum amount of $100,000 (or such lesser amount as agreed to by the applicable Issuing Lender and the Administrative Agent), (ii) expire on a date no more than twelve (12) months after the date of issuance or last renewal or extension of such Letter of Credit (subject to automatic renewal or extension for additional one (1) year periods (but not to a date later than the date set forth below) pursuant to the terms of the Letter of Credit Documents or other documentation acceptable to the applicable Issuing Lender), which date shall be no later than the fifth (5th) Business Day prior to the Revolving Credit Maturity Date, and (iii) unless otherwise expressly agreed by the applicable Issuing Lender and the Borrower when a Letter of Credit is issued by it, be subject to the ISP as set forth in the Letter of Credit Documents or as determined by the applicable Issuing Lender and, to the extent not inconsistent therewith, the laws of the State of New York. No Issuing Lender shall at any time be obligated to issue any Letter of Credit hereunder if (A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such Issuing Lender from issuing such Letter of Credit, or any Applicable Law applicable to such Issuing Lender or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such Issuing Lender shall prohibit, or request that such Issuing Lender refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such Issuing Lender with respect to letters of credit generally or such Letter of Credit in particular any restriction or reserve or capital requirement (for which such Issuing Lender is not otherwise compensated) not in effect on the Closing Date, or any unreimbursed loss, cost or expense that was not applicable, in effect or known to such Issuing Lender as of the Closing Date and that such Issuing Lender in good faith deems material to it, (B) the conditions set forth in Section 6.2 are not satisfied, (C) the issuance of such Letter of Credit would violate one or more policies of such Issuing Lender applicable to letters of credit generally, (D) the proceeds of which would be made available to any Person (x) to fund any activity or business of or with any Sanctioned Person, or in any Sanctioned Country or (y) in any manner that would result in a violation of any Sanctions by any party to this Agreement or (E) any Revolving Credit Lender is at that time a Defaulting Lender, unless such Issuing Lender has entered into arrangements, including the delivery of Cash Collateral, satisfactory to such Issuing Lender (in its sole discretion) with the Borrower or such Lender to eliminate such Issuing Lender's actual or potential Fronting Exposure (after giving effect to Section 5.15(a)(iv)) with respect to the Defaulting Lender arising from either the Letter of Credit then proposed to be issued or that Letter of Credit and all other L/C Obligations as to which such Issuing Lender has actual or potential Fronting Exposure, as it may elect in its sole discretion. References herein to "issue" and derivations thereof with respect to Letters of Credit shall also include extensions or modifications of any outstanding Letters of Credit, unless the context otherwise requires.

(c) Defaulting Lenders. Notwithstanding anything to the contrary contained in this Agreement, Article III shall be subject to the terms and conditions of Section 5.14 and Section 5.15.

SECTION 3.2 Procedure for Issuance of Letters of Credit. The Borrower may from time to time request that any Issuing Lender issue, amend, renew or extend a Letter of Credit by delivering to such Issuing Lender at its applicable office (with a copy to the Administrative Agent at the Administrative Agent's Office) a Letter of Credit Application therefor, completed to the satisfaction of such Issuing Lender, and such other certificates, documents and other Letter of Credit Documents and information as such Issuing Lender or the Administrative Agent may request, not later than 11:00 a.m. at least two (2) Business Days (or such later date and time as the Administrative Agent and such Issuing Lender may agree in their sole discretion) prior to the proposed date of issuance, amendment, renewal or extension, as the case may be. Such notice shall specify (a) the requested date of issuance, amendment, renewal or extension (which shall be a Business Day), (b) the date on which such Letter of Credit is to expire (which shall comply with Section 3.1(b)), (c) the amount of such Letter of Credit, (d) the name and address of the beneficiary thereof, (e) the purpose and nature of such Letter of Credit and (f) such other information as shall be necessary to issue, amend, renew or extend such Letter of Credit. Upon receipt of any Letter of Credit Application, the applicable Issuing Lender shall process such Letter of Credit Application and the certificates, documents and other Letter of Credit Documents and information delivered to it in connection therewith in accordance with its customary procedures and shall, subject to Section 3.1 and

Article VI, promptly issue, amend, renew or extend the Letter of Credit requested thereby (subject to the timing requirements set forth in this Section 3.2) by issuing the original of such Letter of Credit to the beneficiary thereof or as otherwise may be agreed by such Issuing Lender and the Borrower. Additionally, the Borrower shall furnish to the applicable Issuing Lender and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, renewal or extension, including any Letter of Credit Documents, as the applicable Issuing Lender or the Administrative Agent may reasonably require. The applicable Issuing Lender shall promptly furnish to the Borrower and the Administrative Agent a copy of such Letter of Credit and the related Letter of Credit Documents and the Administrative Agent shall promptly notify each Revolving Credit Lender of the issuance and upon request by any Revolving Credit Lender, furnish to such Revolving Credit Lender a copy of such Letter of Credit and the amount of such Revolving Credit Lender's participation therein.

SECTION 3.3 Commissions and Other Charges.

(a) Letter of Credit Commissions. Subject to Section 5.15(a)(iii)(B), the Borrower shall pay to the Administrative Agent, for the account of the applicable Issuing Lender and the L/C Participants, a letter of credit commission with respect to each Letter of Credit in the amount equal to the daily amount available to be drawn under such Letter of Credit times the Applicable Margin with respect to Revolving Credit Loans that are SOFR Loans (determined, in each case, on a per annum basis). Such commission shall be payable quarterly in arrears on the last Business Day of each calendar quarter (commencing with the first such date to occur after the issuance of such Letter of Credit), on the Revolving Credit Maturity Date and thereafter on demand of the Administrative Agent. The Administrative Agent shall, promptly following its receipt thereof, distribute to the applicable Issuing Lender and the L/C Participants all commissions received pursuant to this Section 3.3 in accordance with their respective Revolving Credit Commitment Percentages.

(b) Issuance Fee. In addition to the foregoing commission, the Borrower shall pay directly to the applicable Issuing Lender, for its own account, an issuance fee with respect to each Letter of Credit issued by such Issuing Lender in such amount as agreed upon between such Issuing Lender and the Borrower. Such issuance fee shall be payable quarterly in arrears on the last Business Day of each calendar quarter commencing with the first such date to occur after the issuance of such Letter of Credit, on the Revolving Credit Maturity Date and thereafter on demand of the applicable Issuing Lender.

(c) Other Fees, Costs, Charges and Expenses. In addition to the foregoing fees and commissions, the Borrower shall pay or reimburse each Issuing Lender for such normal and customary fees, costs, charges and expenses as are incurred or charged by such Issuing Lender in issuing, effecting payment under, amending or otherwise administering any Letter of Credit issued by it.

SECTION 3.4 L/C Participations.

(a) Each Issuing Lender irrevocably agrees to grant and hereby grants to each L/C Participant, and, to induce each Issuing Lender to issue Letters of Credit hereunder, each L/C Participant irrevocably agrees to accept and purchase and hereby accepts and purchases from each Issuing Lender, on the terms and conditions hereinafter stated, for such L/C Participant's own account and risk an undivided interest equal to such L/C Participant's Revolving Credit Commitment Percentage in each Issuing Lender's obligations and rights under and in respect of each Letter of Credit issued by it hereunder and the amount of each draft paid by such Issuing Lender thereunder. Each L/C Participant unconditionally and irrevocably agrees with each Issuing Lender that, if a draft is paid under any Letter of Credit issued by such Issuing Lender for which such Issuing Lender is not reimbursed in full by the Borrower through a Revolving Credit Loan or otherwise in accordance with the terms of this Agreement, such L/C Participant shall pay to such Issuing Lender upon demand at such Issuing Lender's address for notices specified herein an amount equal to such L/C Participant's Revolving Credit Commitment Percentage of the amount of such draft, or any part thereof, which is not so reimbursed.

(b) Upon becoming aware of any amount required to be paid by any L/C Participant to any Issuing Lender pursuant to Section 3.4(a) in respect of any unreimbursed portion of any payment made by such Issuing Lender under any Letter of Credit, issued by it, such Issuing Lender shall notify the Administrative Agent of such unreimbursed amount and the Administrative Agent shall notify each L/C Participant (with a copy to the applicable Issuing Lender) of the amount and due date of such required payment and such L/C Participant shall pay to the Administrative Agent (which, in turn shall pay such Issuing Lender) the amount specified on the applicable due date. If any such amount is paid to such Issuing Lender after the date such payment is due, such L/C Participant shall pay to the Administrative Agent, which in turn shall pay such Issuing Lender on demand, in addition to such amount, the product of (i) such amount, times (ii) the Overnight Rate as determined by the Administrative Agent during the period from and including the date such payment is due to the date on which such payment is immediately available to such Issuing Lender, times (iii) a fraction the numerator of which is the number of days that elapse during such period and the denominator of which is 360, plus any administrative, processing or similar fees customarily charged by such Issuing Lender in connection with the foregoing. A certificate of such Issuing Lender with respect to any amounts owing under this Section shall be conclusive in the absence of manifest error. With respect to payment to such Issuing Lender of the unreimbursed amounts described in this Section, if the L/C Participants receive notice that any such payment is due (A) prior to 1:00 p.m. on any Business Day, such payment shall be due that Business Day, and (B) after 1:00 p.m. on any Business Day, such payment shall be due on the following Business Day.

(c) Whenever, at any time after any Issuing Lender has made payment under any Letter of Credit issued by it and has received from any L/C Participant its Revolving Credit Commitment Percentage of such payment in accordance with this Section, such Issuing Lender receives any payment related to such Letter of Credit (whether directly from the Administrative Agent or otherwise), or any payment of interest on account thereof, such Issuing Lender will distribute to such L/C Participant its pro rata share thereof; provided, that in the event that any such payment received by such Issuing Lender shall be required to be returned by such Issuing Lender, such L/C Participant shall return to the Administrative Agent, which shall in turn pay to such Issuing Lender, the portion thereof previously distributed by such Issuing Lender to it.

(d) Each L/C Participant's obligation to make the Revolving Credit Loans referred to in Section 3.4(b) and to purchase participating interests pursuant to this Section 3.4 or Section 3.5, as applicable, shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such Revolving Credit Lender or the Borrower may have against the Issuing Lender, the Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Article VI, (iii) any adverse change in the condition (financial or otherwise) of the Borrower, (iv) any breach of this Agreement or any other Loan Document by the Borrower, any other Credit Party or any other Revolving Credit Lender or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

SECTION 3.5 Reimbursement. In the event of any drawing under any Letter of Credit, the Borrower agrees to reimburse (either with the proceeds of a Revolving Credit Loan as provided for in this Section or with funds from other sources), in same day funds, the applicable Issuing Lender by paying to the Administrative Agent the amount of such drawing not later than 12:00 noon on (i) the Business Day that the Borrower receives notice of such drawing, if such notice is received prior to 10:00 a.m., or (ii) the Business Day immediately following the day that the Borrower receives such notice, if such notice is not received prior to such time, for the amount of (x) such draft so paid and (y) any amounts referred to in Section 3.3(c) incurred by such Issuing Lender in connection with such payment (to the extent invoices therefor have been provided by such Issuing Lender to the Borrower). Unless the Borrower shall immediately notify the Administrative Agent and such Issuing Lender that the Borrower intends to reimburse such Issuing Lender for such drawing from other sources or funds, the Borrower shall be deemed to have timely given a Notice of Borrowing to the Administrative Agent requesting that the Revolving Credit Lenders make a Revolving Credit Loan as a Base Rate Loan on the applicable repayment date in the amount (without regard to the minimum and multiples specified in Section 2.3(a)) of (i) such draft so paid and (ii) any amounts referred to in Section 3.3(c) incurred by such Issuing Lender in connection with such payment (to the extent invoices therefor have been provided by such Issuing Lender to the Borrower), and the Revolving Credit Lenders shall make a Revolving Credit Loan as a Base Rate Loan in such amount, the proceeds of which shall be applied to reimburse such Issuing Lender for the amount of the related drawing and such fees and expenses. Each Revolving Credit Lender acknowledges and agrees that its obligation to fund a Revolving Credit Loan in accordance with this Section to reimburse such Issuing Lender for any draft paid under a Letter of Credit issued by it is absolute and unconditional and shall not be affected by any circumstance whatsoever, including non-satisfaction of the conditions set forth in Section 2.3(a) or Article VI. If the Borrower has elected to pay the amount of such drawing with funds from other sources and shall fail to reimburse such Issuing Lender as provided above, or if the amount of such drawing is not fully refunded through a Base Rate Loan as provided above, the unreimbursed amount of such drawing shall bear interest at the rate which would be payable on any outstanding Base Rate Loans which were then overdue from the date such amounts become payable (whether at stated maturity, by acceleration or otherwise) until paid in full.

SECTION 3.6 Obligations Absolute.

(a) The Borrower's obligations under this Article III (including the Reimbursement Obligation) shall be absolute, unconditional and irrevocable under any and all circumstances whatsoever, and shall be performed strictly in accordance with the terms of this Agreement, and irrespective of:

(i) any lack of validity or enforceability of any Letter of Credit, any Letter of Credit Document or this Agreement, or any term or provision therein or herein;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower may have or have had against the applicable Issuing Lender or any beneficiary of a Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the applicable Issuing Lender or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) the validity or genuineness of documents or of any endorsements thereon, even though such documents shall in fact prove to be invalid, fraudulent, forged or insufficient in any respect or any statement in such draft or other document 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) any payment by the Issuing Lender under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit; or

(v) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder.

(b) The Borrower also agrees that the applicable Issuing Lender and the L/C Participants shall not be responsible for, and the Borrower's Reimbursement Obligation under Section 3.5 shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even though such documents shall in fact prove to be invalid, fraudulent or forged, or any dispute between or among the Borrower and any beneficiary of any Letter of Credit or any other party to which such Letter of Credit may be transferred or any claims whatsoever of the Borrower against any beneficiary of such Letter of Credit or any such transferee. The applicable Issuing Lender, the L/C Participants and their respective Related Parties shall not have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit, or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the applicable Issuing Lender; provided that the foregoing shall not be construed to excuse an Issuing Lender from liability to the Borrower to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by Applicable Law) suffered by the Borrower that are caused by such Issuing Lender's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of the applicable Issuing Lender (as finally determined by a court of competent jurisdiction), such Issuing Lender shall be deemed to have exercised care in each such determination.

(c) In furtherance of the foregoing and without limiting the generality thereof, the parties agree that (i) with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the applicable Issuing Lender may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit, (ii) an Issuing Lender may act upon any instruction or request relative to a Letter of Credit or requested Letter of Credit that such Issuing Lender in good faith believes to have been given by a Person authorized to give such instruction or request and (iii) an Issuing Lender may replace a purportedly lost, stolen, or destroyed original Letter of Credit or missing amendment thereto with a certified true copy marked as such or waive a requirement for its presentation. The responsibility of any Issuing Lender to the Borrower in connection with any draft presented for payment under any Letter of Credit issued to it shall, in addition to any payment obligation expressly provided for in such Letter of Credit, be limited to determining that the documents (including each draft) delivered under such Letter of Credit in connection with such presentment substantially conforms to the requirements under such Letter of Credit.

(d) Notwithstanding anything to the contrary herein, no Issuing Lender shall be responsible to the Borrower for, and such Issuing Lender's rights and remedies against the Borrower shall not be impaired by, any action or inaction of such Issuing Lender 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 Laws or any order of a jurisdiction in which such Issuing Lender or the beneficiary is located, the practice stated in the ISP or in the decisions, opinions, practice statements or official commentary of the International Chamber of Commerce Banking Commission, the Banker's Association for Finance and Trade (BAFT) or the Institute of International Banking Law & Practice, whether or not any Letter of Credit chooses such laws or practice rules.

SECTION 3.7 Effect of Letter of Credit Documents. To the extent that any provision of any Letter of Credit Document related to any Letter of Credit is inconsistent with the provisions of this Article III, the provisions of this Article III shall apply.

SECTION 3.8 Resignation of Issuing Lenders.

(a) Any Issuing Lender may resign at any time by giving at least 30 days' prior notice to the Administrative Agent, the Lenders and the Borrower. After the resignation of an Issuing Lender hereunder, the retiring Issuing Lender shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Lender under this Agreement and the other Loan Documents with respect to Letters of Credit issued by it prior to such resignation so long as such Letters of Credit remain outstanding (unless by the terms of the Loan Documents, such rights survive the expiration or termination of such Letters of Credit), but shall not be required to issue additional Letters of Credit or to extend, renew or increase the outstanding Letter of Credit.

(b) Any resigning Issuing Lender shall retain all the rights, powers, privileges and duties of an Issuing Lender hereunder with respect to all Letters of Credit issued by it that are outstanding as of the effective date of its resignation as an Issuing Lender and all L/C Obligations with respect thereto (including the right to require the Revolving Credit Lenders to take such actions as are required under Section 3.4). Without limiting the foregoing, upon the resignation of a Lender as an Issuing Lender hereunder, the Borrower may, or at the request of such resigned Issuing Lender the Borrower shall, use commercially reasonable efforts to, arrange for one or more of the other Issuing Lenders to issue Letters of Credit hereunder in substitution for the Letters of Credit, if any, issued by such resigned Issuing Lender and outstanding at the time of such resignation, or make other arrangements satisfactory to the resigned Issuing Lender to effectively cause another Issuing Lender to assume the obligations of the resigned Issuing Lender with respect to any such Letters of Credit.

SECTION 3.9 Reporting of Letter of Credit Information and L/C Commitment. At any time that there is an Issuing Lender that is not also the financial institution acting as Administrative Agent, then (a) no later than the fifth Business Day following the last day of each calendar month, (b) on each date that a Letter of Credit is amended, terminated or otherwise expires, (c) on each date that a Letter of Credit is issued or the expiry date of a Letter of Credit is extended, and (d) upon the request of the Administrative Agent, each Issuing Lender (or, in the case of clauses (b), (c) or (d) of this Section, the applicable Issuing Lender) shall deliver to the Administrative Agent a report setting forth in form and detail reasonably satisfactory to the Administrative Agent information (including any reimbursement, Cash Collateral, or termination in respect of Letters of Credit issued by such Issuing Lender) with respect to each Letter of Credit issued by such Issuing Lender that is outstanding hereunder. In addition, each Issuing Lender shall provide notice to the Administrative Agent of its L/C Commitment, or any change thereto, promptly upon it becoming an Issuing Lender or making any change to its L/C Commitment. No failure on the part of any Issuing Lender to provide such information pursuant to this Section 3.9 shall limit the obligations of the Borrower or any Revolving Credit Lender hereunder with respect to its reimbursement and participation obligations hereunder.

SECTION 3.10 Letters of Credit Issued for Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Subsidiary, or states that a Subsidiary is the "account party," "applicant," "customer," "instructing party," or the like of or for such Letter of Credit, and without derogating from any rights of the applicable Issuing Lender (whether arising by contract, at law, in equity or otherwise) against such Subsidiary in respect of such Letter of Credit, the Borrower (a) shall be obligated to reimburse, or to cause the applicable Subsidiary to reimburse, the applicable Issuing Lender hereunder for any and all drawings under such Letter of Credit as if such Letter of Credit had been issued solely for the account of the Borrower and (b) irrevocably waives any and all defenses that might otherwise be available to it as a guarantor or surety of any or all of the obligations of such Subsidiary in respect of such Letter of Credit. The Borrower hereby acknowledges that the issuance of Letters of Credit for the account of any of its Subsidiaries inures to the benefit of the Borrower and that the Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

SECTION 3.11 Letter of Credit Amounts. Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to mean the maximum face amount of such Letter of Credit after giving effect to all increases thereof contemplated by such Letter of Credit or the Letter of Credit Documents therefor (at the time specified therefor in such applicable Letter of Credit or Letter of Credit Documents and as such amount may be reduced by (a) any permanent reduction of such Letter of Credit or (b) any amount which is drawn, reimbursed and no longer available under such Letter of Credit).

ARTICLE IV

TERM LOAN FACILITY

SECTION 4.1 Delayed Draw Term Loan

. Subject to the terms and conditions of this Agreement, each Term Loan Lender severally agrees to make the Delayed Draw Term Loan in Dollars to the Borrower in a single draw on the Delayed Draw Funding Date at any time on or after the Closing Date and prior to the Delayed Draw Commitment Termination Date in a principal amount equal to such Lender's Delayed Draw Term Loan Commitment. Notwithstanding the foregoing, any unfunded Delayed Draw Term Loan Commitment shall automatically terminate in its entirety on the Delayed Draw Commitment Termination Date.

SECTION 4.2 Procedure for Advance of Delayed Draw Term Loan. The Borrower shall give the Administrative Agent an irrevocable Notice of Borrowing prior to 12:00 noon (a) on the Delayed Draw Funding Date requesting that the Term Loan Lenders make the Delayed Draw Term Loan as a Base Rate Loan on such date or (b) at least one (1) U.S. Government Securities Business Day before the requested Delayed Draw Funding Date requesting that the Term Loan Lenders make the Delayed Draw Term Loan as a Term SOFR Loan. Such Notice of Borrowing shall specify (A) the date of such borrowing, which shall be a Business Day, (B) the amount of such borrowing, (C) whether such Delayed Draw Term Loan is to be a Term SOFR Loan or a Base Rate Loan, and (D) in the case of a Term SOFR Loan, the duration of the Interest Period applicable thereto. If the Borrower fails to specify a type of Delayed Draw Term Loan in a Notice of Borrowing, then the Delayed Draw Term Loan shall be made as a Base Rate Loan. If the Borrower requests a borrowing of a Term SOFR Loan in any such Notice of Borrowing, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month. Upon receipt of such Notice of Borrowing from the Borrower, the Administrative Agent shall promptly notify each Term Loan Lender thereof. Not later than 2:00 p.m. on the proposed date of borrowing of the Delayed Draw Term Loan, each Term Loan Lender will make available to the Administrative Agent for the account of the Borrower, at the Administrative Agent's Office in immediately available funds, the amount of such Delayed Draw Term Loan to be made by such Term Loan Lender on the Delayed Draw Funding Date. The Borrower hereby irrevocably authorizes the Administrative Agent to disburse the proceeds of the Delayed Draw Term Loan in immediately available funds by wire transfer to such Person or Persons as may be designated by the Borrower in writing.

SECTION 4.3 Repayment of Delayed Draw Term Loan. The Borrower shall repay the aggregate outstanding principal amount of the Delayed Draw Term Loan in consecutive quarterly installments after the Delayed Draw Funding Date on the last Business Day of each of March, June, September and December, commencing with the first full fiscal quarter ending after the Delayed Draw Funding Date, as set forth below in amounts equal to the applicable percentage of the aggregate principal amount of the Delayed Draw Term Loan advanced on the Delayed Draw Funding Date, except as the amounts of individual installments may be adjusted pursuant to Section 4.4 hereof:

Payment Date	Quarterly Principal Installment

First full fiscal quarter after the Delayed Draw Funding Date through the fourth full fiscal quarter after the Delayed Draw Funding Date	1.250%
Fifth full fiscal quarter after the Delayed Draw Funding Date through the Twelfth full fiscal quarter after the Delayed Draw Funding Date	1.875%
Thirteenth full fiscal quarter after the Delayed Draw Funding Date and each fiscal quarter ending thereafter until the Term Loan Maturity Date	2.500%

If not sooner paid, the Delayed Draw Term Loan shall be paid in full, together with accrued interest thereon, on the Term Loan Maturity Date.

SECTION 4.4 Prepayments of Term Loans.

(a) Optional Prepayments. The Borrower shall have the right at any time and from time to time, without premium or penalty, except as set forth in Section 5.9, to prepay the Term Loans, in whole or in part, upon delivery to the Administrative Agent of a Notice of Prepayment not later than 12:00 noon (i) on the same Business Day as prepayment of each Base Rate Loan and (ii) at least three (3) U.S. Government Securities Business Days before prepayment of each SOFR Loan, specifying the date and amount of prepayment, whether the prepayment is of SOFR Loans or Base Rate Loans or a combination thereof, and, if of a combination thereof, the amount allocable to each. Each optional prepayment of the Term Loans hereunder shall be in an aggregate principal amount of at least $5,000,000 or any whole multiple of $1,000,000 in excess thereof (or, if less, the remaining outstanding principal amount thereof) and shall be applied to prepay the Term Loans to reduce the remaining scheduled principal amortization payments under Section 4.3 as directed by the Borrower. Each repayment shall be accompanied by any amount required to be paid pursuant to Section 5.9 hereof. A Notice of Prepayment received after 12:00 noon shall be deemed received on the next Business Day or U.S. Government Securities Business Day, as applicable. The Administrative Agent shall promptly notify the applicable Term Loan Lenders of each Notice of Prepayment. Notwithstanding the foregoing, any Notice of Prepayment delivered in connection with any refinancing of all of the Term Loan Facility with the proceeds of such refinancing or of any other incurrence of Indebtedness or the occurrence of some other identifiable event or condition, may be, if expressly so stated to be, contingent upon the consummation of such refinancing or incurrence or occurrence of such other identifiable event or condition and may be revoked by the Borrower, or delayed by the Borrower to another date, in the event such contingency is not met; provided that the delay or failure of such contingency shall not relieve the Borrower from its obligations in respect thereof under Section 5.9.

(b) Mandatory Prepayments.

(i) Debt Issuances. The Borrower shall make mandatory principal prepayments of the outstanding Term Loans in the manner set forth in clause (iv) below in an amount equal to one hundred percent (100%) of the aggregate Net Cash Proceeds from any Debt Issuance not otherwise permitted pursuant to Section 9.1. Such prepayment shall be made within three (3) Business Days after the date of receipt of the Net Cash Proceeds of any such Debt Issuance.

(ii) Asset Dispositions and Insurance and Condemnation Events. The Borrower shall make mandatory principal prepayments of the Term Loans in the manner set forth in clause (iv) below in amounts equal to one hundred percent (100%) of the aggregate Net Cash Proceeds from (without duplication) (A) any Asset Disposition (other than any Asset Disposition permitted pursuant to, and in accordance with, clauses (a) through (h), (j), (k), (l), (m),(n) or (p) of Section 9.5) or (B) any Insurance and Condemnation Event, to the extent that the aggregate amount of such Net Cash Proceeds, in the case of each of clauses (A) and (B) exceed $10,000,000 during any Fiscal Year. Such prepayments shall be made within three (3) Business Days after the date of receipt of the Net Cash Proceeds; provided that, so long as no Default or Event of Default has occurred and is continuing, no prepayment shall be required under this Section 4.4(b)(ii) with respect to such portion of such Net Cash Proceeds that the Borrower shall have, on or prior to such date given written notice to the Administrative Agent of its intent to reinvest in accordance with Section 4.4(b)(iii).

(iii) Reinvestment Option. With respect to any Net Cash Proceeds realized or received with respect to any Asset Disposition or any Insurance and Condemnation Event by any Credit Party or any Subsidiary thereof (in each case, to the extent not excluded pursuant to Section 4.4(b)(ii)), at the option of the Borrower, the Credit Parties and their Subsidiaries may reinvest all or any portion of such Net Cash Proceeds in assets used or useful for the business of the Credit Parties and their Subsidiaries within (x) twelve (12) months following receipt of such Net Cash Proceeds or (y) if such Credit Party enters into a bona fide commitment to reinvest such Net Cash Proceeds within twelve (12) months following receipt thereof, within six (6) months after the expiration of such twelve (12) month period; provided that if any Net Cash Proceeds are no longer intended to be or cannot be so reinvested at any time after delivery of a notice of reinvestment election, an amount equal to any such Net Cash Proceeds shall be applied within five (5) Business Days after the Borrower reasonably determines that such Net Cash Proceeds are no longer intended to be or cannot be so reinvested to the prepayment of the Term Loans as set forth in this Section 4.4(b). Pending the final application of any such Net Cash Proceeds, the applicable Credit Party or its applicable Subsidiary may invest an amount equal to such Net Cash Proceeds in any manner that is not prohibited by this Agreement.

(iv) Notice; Manner of Payment. Upon the occurrence of any event triggering the prepayment requirement under clauses (i) through (iii) above, the Borrower shall promptly deliver notice thereof (or reinvestment notice, as applicable) to the Administrative Agent and upon receipt of such notice, the Administrative Agent shall promptly so notify the Term Loan Lenders. Each prepayment of the Term Loans under this Section shall be applied ratably between the Delayed Draw Term Loan and (unless otherwise agreed by the applicable Incremental Lenders) any Incremental Term Loans to reduce the remaining scheduled principal installments of the Delayed Draw Term Loan as directed by the Borrower (and, in the absence of such direction, in direct order of maturity) and any Incremental Term Loans in such manner as agreed between the Borrower and the applicable Incremental Lenders.

(v) Prepayment of SOFR Loans. Each prepayment of SOFR Loans shall be accompanied by any amount required to be paid pursuant to Section 5.9; provided that, so long as no Default or Event of Default shall have occurred and be continuing, if any prepayment of SOFR Loans is required to be made under this Section 4.4(b) prior to the last day of the Interest Period therefor, in lieu of making any payment pursuant to this Section 4.4(b) in respect of any such SOFR Loan prior to the last day of the Interest Period therefor, the Borrower may, in its sole discretion, deposit an amount sufficient to make any such prepayment otherwise required to be made thereunder together with accrued interest to the last day of such Interest Period into an account held at, and subject to the sole control of, the Administrative Agent until the last day of such Interest Period, at which time the Administrative Agent shall be authorized (without any further action by or notice to or from the Borrower or any other Credit Party) to apply such amount to the prepayment of such Term Loans in accordance with this Section 4.4(b). Upon the occurrence and during the continuance of any Default or Event of Default, the Administrative Agent shall also be authorized (without any further action by or notice to or from the Borrower or any other Credit Party) to apply such amount to the prepayment of the outstanding Term Loans in accordance with the relevant provisions of this Section 4.4(b).

(vi) No Reborrowings. Amounts prepaid under the Term Loan pursuant to this Section may not be reborrowed.

(c) Reduction of Delayed Draw Term Loan Commitment. The Borrower shall have the right at any time and from time to time prior to the Delayed Draw Commitment Termination Date, upon at least three (3) Business Days prior irrevocable written notice from the Borrower to the Administrative Agent, to permanently reduce, without premium or penalty, (a) the entire Delayed Draw Term Loan Commitment or (b) a portion of the Delayed Draw Term Loan Commitment in an aggregate principal amount not less than $5,000,000 or any whole multiple of $1,000,000 in excess thereof. Any reduction of the Delayed Draw Term Loan Commitment shall be applied to the Delayed Draw Term Loan Commitment of each Term Loan Lender according to its Term Loan Percentage. All DDTL Commitment Fees accrued until the effective date of any termination of the Delayed Draw Term Loan Commitment shall be paid on the effective date of such termination.

ARTICLE V

GENERAL LOAN PROVISIONS

SECTION 5.1 Interest.

(a) Interest Rate Options. Subject to the provisions of this Section, at the election of the Borrower, (i) Revolving Credit Loans and the Term Loans shall bear interest at (A) the Base Rate plus the Applicable Margin or (B) Term SOFR plus the Applicable Margin (provided that Term SOFR shall not be available until three (3) U.S. Government Securities Business Days after the Closing Date unless the Borrower has delivered to the Administrative Agent a letter in form and substance reasonably satisfactory to the Administrative Agent indemnifying the Lenders in the manner set forth in Section 5.9 of this Agreement) and (ii) any Swingline Loan shall bear interest at the Base Rate plus the Applicable Margin. The Borrower shall select the rate of interest and Interest Period, if any, applicable to any Loan at the time a Notice of Borrowing is given or at the time a Notice of Conversion/Continuation is given pursuant to Section 5.2.

(b) Default Rate. Subject to Section 10.3, (i) immediately upon the occurrence and during the continuance of an Event of Default under Section 10.1(a), (b), (h) or (i), or (ii) at the election of the Required Lenders (or the Administrative Agent at the direction of the Required Lenders), upon the occurrence and during the continuance of any other Event of Default, (A) the Borrower shall no longer have the option to request SOFR Loans, Swingline Loans or Letters of Credit, (B) all outstanding SOFR Loans shall bear interest at a rate per annum of two percent (2%) in excess of the rate (including the Applicable Margin) then applicable to SOFR Loans until the end of the applicable Interest Period and thereafter at a rate equal to two percent (2%) in excess of the rate (including the Applicable Margin) then applicable to Base Rate Loans, (C) all outstanding Base Rate Loans and other Obligations arising hereunder or under any other Loan Document shall bear interest at a rate per annum equal to two percent (2%) in excess of the rate (including the Applicable Margin) then applicable to Base Rate Loans or such other Obligations arising hereunder or under any other Loan Document and (D) all accrued and unpaid interest shall be due and payable on demand of the Administrative Agent. Interest shall continue to accrue on the Obligations after the filing by or against the Borrower of any petition seeking any relief in bankruptcy or under any Debtor Relief Law.

(c) Interest Payment and Computation. Interest on each Base Rate Loan shall be due and payable in arrears on the last Business Day of each calendar quarter commencing June 30, 2026; and interest on each SOFR Loan shall be due and payable in arrears on the last day of each Interest Period applicable thereto, and if such Interest Period extends over three (3) months, at the end of each three (3) month interval during such Interest Period; provided that (i) in the event of any repayment or prepayment of any SOFR Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (ii) in the event of any conversion of any SOFR Loan prior to the end of the Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion. All computations of interest for Base Rate Loans shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest provided hereunder shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365/366-day year).

(d) Maximum Rate. In no contingency or event whatsoever shall the aggregate of all amounts deemed interest under this Agreement charged or collected pursuant to the terms of this Agreement exceed the highest rate permissible under any Applicable Law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. In the event that such a court determines that the Lenders have charged or received interest hereunder in excess of the highest applicable rate, the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by Applicable Law and the Lenders shall at the Administrative Agent's option (i) promptly refund to the Borrower any interest received by the Lenders in excess of the maximum lawful rate or (ii) apply such excess to the principal balance of the Obligations. It is the intent hereof that the Borrower not pay or contract to pay, and that neither the Administrative Agent nor any Lender receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by the Borrower under Applicable Law.

(e) Term SOFR Conforming Changes. In connection with the use or administration of Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent will promptly notify the Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

SECTION 5.2 Notice and Manner of Conversion or Continuation of Loans. Provided that no Default or Event of Default has occurred and is then continuing, the Borrower shall have the option to (a) convert at any time following the third U.S. Government Securities Business Day after the Closing Date all or any portion of any outstanding Base Rate Loans (other than Swingline Loans) in a principal amount equal to $2,000,000 or any whole multiple of $1,000,000 in excess thereof (or such lesser amount as shall represent all Base Rate Loans then outstanding) into one or more SOFR Loans and (b) upon the expiration of any Interest Period therefor, (i) convert all or any part of any outstanding SOFR Loans in a principal amount equal to $1,000,000 or a whole multiple of $500,000 in excess thereof (or such lesser amount as shall represent all SOFR Loans then outstanding) into Base Rate Loans (other than Swingline Loans) or (ii) continue such SOFR Loans as SOFR Loans. Whenever the Borrower desires to convert or continue Loans as provided above, the Borrower shall give the Administrative Agent irrevocable prior written notice in the form attached as ***Exhibit E*** (a "Notice of Conversion/Continuation") not later than 12:00 noon three (3) U.S. Government Securities Business Days before the day on which a proposed conversion or continuation of such Loan is to be effective specifying (A) the Loans to be converted or continued, and, in the case of any SOFR Loan to be converted or continued, the last day of the Interest Period therefor, (B) the effective date of such conversion or continuation (which shall be a Business Day), (C) the principal amount of such Loans to be converted or continued, and (D) the Interest Period to be applicable to such converted or continued SOFR Loan. If the Borrower fails to give a timely Notice of Conversion/Continuation prior to the end of the Interest Period for any SOFR Loan, then the applicable SOFR Loan shall be converted to a Base Rate Loan. Any such automatic conversion to a Base Rate Loan shall be effective as of the last day of the Interest Period then in effect with respect to the applicable SOFR Loan. If the Borrower requests a conversion to, or continuation of, SOFR e Loans, but fails to specify an

Interest Period, it will be deemed to have specified an Interest Period of one month. Notwithstanding anything to the contrary herein, a Swingline Loan may not be converted to a SOFR Loan. The Administrative Agent shall promptly notify the affected Lenders of such Notice of Conversion/Continuation.

SECTION 5.3 Fees.

(a) Commitment Fee. Commencing on the Closing Date, subject to Section 5.15(a)(iii)(A), the Borrower shall pay to the Administrative Agent, for the account of the Revolving Credit Lenders, a non-refundable commitment fee (the "Commitment Fee") at a rate per annum equal to the Applicable Margin on the daily unused portion of the Revolving Credit Commitment of the Revolving Credit Lenders (other than the Defaulting Lenders, if any); provided, that the amount of outstanding Swingline Loans shall not be considered usage of the Revolving Credit Commitment for the purpose of calculating the Commitment Fee. The Commitment Fee shall be payable in arrears on the last Business Day of each calendar quarter during the term of this Agreement commencing June 30, 2026 and ending on the date upon which all Obligations (other than contingent indemnification obligations and expense reimbursement obligations not then due and payable) arising under the Revolving Credit Facility shall have been paid and satisfied in full, all Letters of Credit have been terminated or expired (or been Cash Collateralized) and the Revolving Credit Commitment has been terminated. The Commitment Fee shall be distributed by the Administrative Agent to the Revolving Credit Lenders (other than any Defaulting Lender) pro rata in accordance with such Revolving Credit Lenders' respective Revolving Credit Commitment Percentages.

(b) Delayed Draw Term Loan Commitment Fee. Commencing on the Closing Date and until the Delayed Draw Commitment Termination Date, the Borrowers shall pay to the Administrative Agent, for the account of each Term Loan Lender with a Delayed Draw Term Loan Commitment, a non-refundable commitment fee (the "DDTL Commitment Fee") in Dollars at a rate per annum equal to 0.25% on the undrawn portion of the aggregate Delayed Draw Term Loan Commitment. The DDTL Commitment Fee shall be payable on earlier of (i) in arrears on the last Business Day of each calendar quarter during the period after the Closing Date until the Delayed Draw Commitment Termination Date and (ii) the Delayed Draw Commitment Termination Date. The DDTL Commitment Fee shall be distributed by the Administrative Agent to each Term Loan Lender with a Delayed Draw Term Loan Commitment pro rata in accordance with such Lender's respective Delayed Draw Term Loan Commitment.

(c) Other Fees. The Borrower shall pay to each applicable Arranger, the Administrative Agent and each Issuing Lender for their own respective accounts fees in the amounts and at the times specified in their Fee Letter. The Borrower shall pay to the Lenders such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified.

SECTION 5.4 Manner of Payment. Each payment by the Borrower on account of the principal of or interest on the Loans or of any fee, commission or other amounts (including the Reimbursement Obligation) payable to the Lenders under this Agreement shall be made not later than 1:00 p.m. on the date specified for payment under this Agreement to the Administrative Agent at the Administrative Agent's Office for the account of the Lenders entitled to such payment in Dollars, in immediately available funds and shall be made without any setoff, counterclaim or deduction whatsoever. Any payment received after such time but before 2:00 p.m. on such day shall be deemed a payment on such date for the purposes of Section 10.1, but for all other purposes shall be deemed to have been made on the next succeeding Business Day. Any payment received after 2:00 p.m. shall be deemed to have been made on the next succeeding Business Day for all purposes. Upon receipt by the Administrative Agent of each such payment, the Administrative Agent shall distribute to each such Lender at its address for notices set forth herein its Commitment Percentage in respect of the relevant Credit Facility (or other applicable share as provided herein) of such payment and shall wire advice of the amount of such credit to each Lender. Each payment to the Administrative Agent on account of the principal of or interest on the Swingline Loans or of any fee, commission or other amounts payable to the Swingline Lender shall be made in like manner, but for the account of the Swingline Lender. Each payment to the Administrative Agent of any Issuing Lender's fees or L/C Participants' commissions shall be made in like manner, but for the account of such Issuing Lender or the L/C Participants, as the case may be. Each payment to the Administrative Agent of Administrative Agent's fees or expenses shall be made for the account of the Administrative Agent and any amount payable to any Lender under Sections 5.9, 5.10, 5.11 or 12.3 shall be paid to the Administrative Agent for the account of the applicable Lender. Subject to the definition of Interest Period, if any payment under this Agreement shall be specified to be made upon a day which is not a Business Day, it shall be made on the next succeeding day which is a Business Day and such extension of time shall in such case be included in computing any interest if payable along with such payment. Notwithstanding the foregoing, if there exists a Defaulting Lender each payment by the Borrower to such Defaulting Lender hereunder shall be applied in accordance with Section 5.15(a)(ii).

SECTION 5.5 Evidence of Indebtedness.

(a) Extensions of Credit. The Extensions of Credit made by each Lender and each Issuing Lender shall be evidenced by one or more accounts or records maintained by such Lender or such Issuing Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender or the applicable Issuing Lender shall be conclusive absent manifest error of the amount of the Extensions of Credit made by the Lenders or such Issuing Lender to the Borrower and its Subsidiaries and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender or any Issuing Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Revolving Credit Note, Term Loan Note and/or Swingline Note, as applicable, which shall evidence such Lender's Revolving Credit Loans, Term Loans and/or Swingline Loans, as applicable, in addition to such accounts or records. Each Lender may attach schedules to its Notes and endorse thereon the date, amount and maturity of its Loans and payments with respect thereto.

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

SECTION 5.6 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or other obligations hereunder resulting in such Lender's receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other such obligations (other than pursuant to Sections 5.9, 5.10, 5.11 or 12.3) greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them; provided that:

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

(ii) the provisions of this paragraph shall not be construed to apply to (A) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), (B) the application of Cash Collateral provided for in Section 5.14 or (C) any payment obtained by a Lender as consideration for the assignment of, or sale of, a participation in any of its Loans or participations in Swingline Loans and Letters of Credit to any assignee or participant, other than to the Borrower or any of its Subsidiaries or Affiliates (as to which the provisions of this paragraph shall apply).

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

SECTION 5.7 Administrative Agent's Clawback.

(a) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender (i) in the case of Base Rate Loans, not later than 1:00 p.m. on the date of any proposed borrowing and (ii) otherwise, prior to the proposed date of any borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Sections 2.3(b) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the Overnight Rate and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(b) Payments by the Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders, the Issuing Lenders or the Swingline Lender hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders, the Issuing Lenders or the Swingline Lender, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders, the Issuing Lenders or the Swingline Lender, as the case maybe, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender, Issuing Lender or the Swingline Lender, with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the Overnight Rate.

(c) Nature of Obligations of Lenders. The obligations of the Lenders under this Agreement to make the Loans, to issue or participate in Letters of Credit and to make payments under this Section, Section 5.11(e), Section 11.11, Section 12.3(c) or Section 12.7, as applicable, are several and are not joint or joint and several. The failure of any Lender to make available its Commitment Percentage of any Loan requested by the Borrower shall not relieve it or any other Lender of its obligation, if any, hereunder to make its Commitment Percentage of such Loan available on the borrowing date, but no Lender shall be responsible for the failure of any other Lender to make its Commitment Percentage of such Loan available on the borrowing date.

SECTION 5.8 Changed Circumstances.

(a) Circumstances Affecting Benchmark Availability. Subject to clause (c) below, in connection with any request for a SOFR Loan or a conversion to or continuation thereof or otherwise, if for any reason (i) the Administrative Agent shall determine (which determination shall be conclusive and binding absent manifest error) that reasonable and adequate means do not exist for ascertaining Term SOFR for the applicable Interest Period with respect to a proposed SOFR Loan on or prior to the first day of such Interest Period or (ii) the Required Lenders shall determine (which determination shall be conclusive and binding absent manifest error) that Term SOFR does not adequately and fairly reflect the cost to such Lenders of making or maintaining such Loans during such Interest Period and, in the case of clause (ii), the Required Lenders have provided notice of such determination to the Administrative Agent, then, in each case, the Administrative Agent shall promptly give notice thereof to the Borrower. Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make SOFR Loans, and any right of the Borrower to convert any Loan to or continue any Loan as a SOFR Loan, shall be suspended (to the extent of the affected SOFR Loans or the affected Interest Periods) until the Administrative Agent (with respect to clause (ii), at the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (A) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected SOFR Loans or the affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Base Rate Loans in the amount specified therein and (B) any outstanding affected SOFR Loans will be deemed to have been converted into Base Rate Loans at the end of the applicable Interest Period. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 5.9.

(b) Laws Affecting SOFR Availability. If, after the date hereof, the introduction of, or any change in, any Applicable Law or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any of the Lenders (or any of their respective Lending Offices) with any request or directive (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency, shall make it unlawful or impossible for any of the Lenders (or any of their respective Lending Offices) to honor its obligations hereunder to make or maintain any SOFR Loan, or to determine or charge interest based upon SOFR, the Term SOFR Reference Rate, or Term SOFR, such Lender shall promptly give notice thereof to the Administrative Agent and the Administrative Agent shall promptly give notice to the Borrower and the other Lenders (an "Illegality Notice"). Thereafter, until each affected Lender notifies the Administrative Agent and the Administrative Agent notifies the Borrower that the circumstances giving rise to such determination no longer exist, (i) any obligation of the Lenders to make SOFR Loans, and any right of the Borrower to convert any Loan to a SOFR Loan or continue any Loan as a SOFR Loan, shall be suspended and (ii) if necessary to avoid such illegality, the Administrative Agent shall compute the Base Rate without reference to clause (c) of the definition of "Base Rate". Upon receipt of an Illegality Notice, the Borrower shall, if necessary to avoid such illegality, upon demand from any Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all SOFR Loans to Base Rate Loans (in each case, if necessary to avoid such illegality, the Administrative Agent shall compute the Base Rate without reference to clause (c) of the definition of "Base Rate"), on the last day of the Interest Period therefor, if all affected Lenders may lawfully continue to maintain such SOFR Loans to such day, or immediately, if any Lender may not lawfully continue to maintain such SOFR Loans to such day. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 5.9.

(c) Benchmark Replacement Setting.

(i) Benchmark Replacement.

(A) Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all affected Lenders and the Borrower so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 5.8(c)(i)(A) will occur prior to the applicable Benchmark Transition Start Date.

(ii) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will promptly notify the Borrower of the removal or reinstatement of any tenor of a Benchmark pursuant to Section 5.8(c)(iv). Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 5.8(c), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 5.8(c).

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (1) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (2) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (B) if a tenor that was removed pursuant to clause (A) above either (1) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (2) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, (A) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Base Rate Loans and (B) any outstanding affected SOFR Loans will be deemed to have been converted to Base Rate Loans at the end of the applicable Interest Period. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

SECTION 5.9 Indemnity. The Borrower hereby indemnifies each of the Lenders against any loss or expense (including any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain a SOFR Loan or from fees payable to terminate the deposits from which such funds were obtained) which may arise or be attributable to each Lender's obtaining, liquidating or employing deposits or other funds acquired to effect, fund or maintain any Loan (a) as a consequence of any failure by the Borrower to make any payment when due of any amount due hereunder in connection with a SOFR Loan, (b) due to any failure of the Borrower to borrow or continue a SOFR Loan or convert to a SOFR Loan on a date specified therefor in a Notice of Borrowing or Notice of Conversion/Continuation or (c) due to any payment, prepayment or conversion of any SOFR Loan on a date other than the last day of the Interest Period therefor. A certificate of such Lender setting forth in reasonable detail the basis for determining such amount or amounts necessary to compensate such Lender shall be forwarded to the Borrower through the Administrative Agent and shall be conclusively presumed to be correct save for manifest error. All of the obligations of the Credit Parties under this Section 5.9 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 any Loan Document.

SECTION 5.10 Increased Costs.

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

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, any Lender or any Issuing Lender;

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

(iii) impose on any Lender or any Issuing Lender or any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender, any Issuing Lender or such other Recipient of making, converting to, continuing or maintaining any Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender, such Issuing Lender or such other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender, such Issuing Lender or such other Recipient hereunder (whether of principal, interest or any other amount) then, upon written request of such Lender, such Issuing Lender or other Recipient, the Borrower shall promptly pay to any such Lender, such Issuing Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, such Issuing Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered. Any demand for compensation pursuant to this Section 5.10(a) shall be made only to the extent such Lender, Issuing Lender or other Recipient states that it is making similar demand with respect to its similarly situated commercial borrowers generally where such Lender, Issuing Lender, or other Recipient has the legal right to make such demand.

(b) Capital Requirements. If any Lender or any Issuing Lender determines that any Change in Law affecting such Lender or such Issuing Lender or any Lending Office of such Lender or such Lender's or such Issuing Lender's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lender's or such Issuing Lender's capital or on the capital of such Lender's or such Issuing Lender's holding company, if any, as a consequence of this Agreement, the Revolving Credit Commitment of such Lender or the Loans made by, or participations in Letters of Credit or Swingline Loans held by, such Lender, or the Letters of Credit issued by such Issuing Lender, to a level below that which such Lender or such Issuing Lender or such Lender's or such Issuing Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Lender's policies and the policies of such Lender's or such Issuing Lender's holding company with respect to capital adequacy and liquidity), then from time to time upon written request of such Lender or such Issuing Lender the Borrower shall promptly pay to such Lender or such Issuing Lender, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Lender or such Lender's or such Issuing Lender's holding company for any such reduction suffered. Any demand for compensation pursuant to this Section 5.10(b) shall be made only to the extent such Lender, Issuing Lender or other Recipient states that it is making similar demand with respect to its similarly situated commercial borrowers generally where such Lender, Issuing Lender, or other Recipient has the legal right to make such demand.

(c) Certificates for Reimbursement. A certificate of a Lender, or an Issuing Lender or such other Recipient setting forth in reasonable detail the amount or amounts necessary to compensate such Lender or such Issuing Lender, such other Recipient or any of their respective holding companies, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the Borrower, shall be conclusive absent manifest error. The Borrower shall pay such Lender or such Issuing Lender or such other Recipient, as the case may be, the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or any Issuing Lender or such other Recipient to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such Issuing Lender's or such other Recipient's right to demand such compensation; provided that the Borrower shall not be required to compensate any Lender or an Issuing Lender or any other Recipient pursuant to this Section for any increased costs incurred or reductions suffered more than six (6) months prior to the date that such Lender or such Issuing Lender or such other Recipient, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions, and of such Lender's or such Issuing Lender's or such other Recipient's intention to claim compensation therefor (except that if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) Survival. All of the obligations of the Credit Parties under this Section 5.10 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 any Loan Document.

SECTION 5.11 Taxes.

(a) Defined Terms. For purposes of this Section 5.11, the term "Lender" includes any Issuing Lender and the term "Applicable Law" includes FATCA.

(b) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Credit Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by Applicable Law. If any Applicable Law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Credit Party shall be increased as necessary so that, after such deduction or withholding for Indemnified Taxes has been made (including such deductions and withholdings for Indemnified Taxes applicable to additional sums payable under this Section), the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made for Indemnified Taxes.

(c) Payment of Other Taxes by the Credit Parties. The Credit Parties shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by the Credit Parties. The Credit Parties shall jointly and severally indemnify each Recipient, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Recipient (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Recipient, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Credit Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Credit Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.9(d) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to setoff and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by any Credit Party to a Governmental Authority pursuant to this Section 5.11, such Credit Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 5.11(g)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

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

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

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

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

(2) executed copies of IRS Form W-8ECI;

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

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

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

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

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

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 5.11 (including by the payment of additional amounts pursuant to this Section 5.11), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 5.11 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, the expiration or cancellation of all Letters of Credit and the repayment, satisfaction or discharge of all obligations under any Loan Document.

SECTION 5.12 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 5.10, or requires the Borrower to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 5.11, then such Lender shall, at the request of the Borrower, use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 5.10 or Section 5.11, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable and documented out of pocket costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 5.10, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 5.11, and, in each case, such Lender has declined or is unable to designate a different Lending Office in accordance with Section 5.12(a), or if any Lender is a Defaulting Lender or a Non-Consenting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 12.9), all of its interests, rights (other than its existing rights to payments pursuant to Section 5.10 or Section 5.11) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that:

(i) the Borrower shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 12.9;

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and funded participations in Letters of Credit and Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 5.9) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 5.10 or payments required to be made pursuant to Section 5.11, such assignment will result in a reduction in such compensation or payments thereafter;

(iv) such assignment does not conflict with Applicable Law; and

(v) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

Each party hereto agrees that (x) an assignment required pursuant to this Section 5.12 may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee and (y) the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective and shall be deemed to have consented to and be bound by the terms thereof; provided that, following the effectiveness of any such assignment, the other parties to such assignment agree to execute and deliver such documents necessary to evidence such assignment as reasonably requested by the applicable Lender or the Administrative Agent, provided, further that any such documents shall be without recourse to or warranty by the parties thereto.

(c) Selection of Lending Office. Subject to Section 5.12(a), each Lender may make any Loan to the Borrower through any Lending Office, provided that the exercise of this option shall not affect the obligations of the Borrower to repay the Loan in accordance with the terms of this Agreement or otherwise alter the rights of the parties hereto.

SECTION 5.13 Incremental Increases.

(a) Request for Incremental Increase. At any time after the Closing Date, upon written notice to the Administrative Agent, the Borrower may, from time to time, request (i) one or more incremental term loan commitments (an "Incremental Term Loan Commitment") to make one or more additional term loans, including a borrowing of an additional term loan the principal amount of which will be added to the outstanding principal amount of the applicable existing tranche of Term Loans with the latest scheduled maturity date (any such additional term loan, an "Incremental Term Loan") and/or (ii) one or more increases in the Revolving Credit Commitments (each, a "Incremental Revolving Credit Facility Increase" and, together with the Incremental Term Loan Commitments and Incremental Term Loans, the "Incremental Increases"); provided that (A) the aggregate initial principal amount of such requested Incremental Increase shall not exceed the Incremental Facilities Limit, (B) any such Incremental Increase shall be in a minimum amount of $5,000,000 (or such lesser amount as agreed to by the Administrative Agent) or, if less, the remaining amount permitted pursuant to the foregoing clause (A), and increments of $1,000,000 (or such lesser amount as agreed to by the Administrative Agent) and (C) no more than five (5) Incremental Increases shall be permitted to be requested during the term of this Agreement.

(b) Incremental Lenders. Each notice from the Borrower pursuant to this Section 5.13 shall set forth the requested amount and proposed terms of the relevant Incremental Increase. Incremental Increases may be provided by any existing Lender or by any other Persons (each such Lender or other

Person, an "Incremental Lender"); provided that the Administrative Agent, each Issuing Lender and/or the Swingline Lender, as applicable, shall have consented (not to be unreasonably withheld or delayed) to such Incremental Lender's providing such Incremental Increases to the extent any such consent would be required under Section 12.9(b) for an assignment of Loans or Commitments, as applicable, to such Incremental Lender. At the time of sending such notice, the Borrower (in consultation with the Administrative Agent) shall specify the time period within which each proposed Incremental Lender is requested to respond, which shall in no event be less than ten (10) Business Days from the date of delivery of such notice to the proposed Incremental Lenders (or such shorter period as agreed to by the Administrative Agent). Each proposed Incremental Lender may elect or decline, in its sole discretion, and shall notify the Administrative Agent within such time period whether it agrees, to provide an Incremental Increase and, if so, whether by an amount equal to, greater than or less than requested. Any Person not responding within such time period shall be deemed to have declined to provide an Incremental Increase.

(c) Increase Effective Date and Allocations. The Administrative Agent and the Borrower shall determine the effective date (the "Increase Effective Date") and the final allocation of such Incremental Increase (limited in the case of the Incremental Lenders to their own respective allocations thereof). The Administrative Agent shall promptly notify the Borrower and the Incremental Lenders of the final allocation of such Incremental Increases and the Increase Effective Date.

(d) Terms of Incremental Increases. The terms of each Incremental Increase (which shall be set forth in the relevant Incremental Amendment) shall be determined by the Borrower and the applicable Incremental Lenders; provided that:

(i) in the case of each Incremental Term Loan:

(A) the maturity of any such Incremental Term Loan shall not be earlier than the then latest scheduled maturity date of the Loans and Commitments in effect as of the Increase Effective Date and the Weighted Average Life to Maturity of any such Incremental Term Loan shall not be shorter than the remaining Weighted Average Life to Maturity of such latest maturing existing Incremental Term Loans; provided that any Incremental Term Loan consisting of a customary bridge facility shall be deemed to satisfy the requirements in this clause (A) so long as such Indebtedness automatically converts into long-term debt which satisfies this clause (A);

(B) the Applicable Margin, upfront fees, original issue discount, pricing grid, if applicable, and mandatory prepayments for such Incremental Term Loan shall be determined by applicable Incremental Lenders and the Borrower on the applicable Increase Effective Date;

(C) any mandatory prepayment (other than scheduled amortization payments or required refinancings of any such Incremental Term Loan consisting of a customary bridge facility with the proceeds of Indebtedness permitted hereunder) of each Incremental Term Loan shall be made on a pro rata basis with all then existing Term Loans, except that the Borrower and the Incremental Lenders in respect of such Incremental Term Loan may, in their sole discretion, elect to prepay or receive, as applicable, any prepayments on a less than pro rata basis (but not on a greater than pro rata basis); and

(D) except as provided above, all other terms and conditions applicable to any Incremental Term Loan shall be consistent with the terms and conditions applicable to the other Credit Facilities or otherwise reasonably satisfactory to the Administrative Agent and the Borrower (provided that such other terms and conditions, taken as a whole, shall not be more favorable to the Lenders under any Incremental Term Loans than such other terms and conditions, taken as a whole, under the other Credit Facilities); and

(E) to the extent not inconsistent with clauses (A) through (D) above, any such Incremental Term Loan may include terms consistent with a term loan "B" or other term loan of the type customarily marketed to institutional investors;

(ii) in the case of each Incremental Revolving Credit Facility Increase:

(A) each such Incremental Revolving Credit Facility Increase shall have the same terms, including maturity, Applicable Margin and Commitment Fees, as the Revolving Credit Facility; provided that (x) any upfront fees payable by the Borrower to the Lenders under any Incremental Revolving Credit Facility Increases may differ from those payable under the then existing Revolving Credit Commitments and (y) the Applicable Margins or Commitment Fees or interest rate floor applicable to any Incremental Revolving Credit Facility Increase may be higher than the Applicable Margins or Commitment Fees or interest rate floor applicable to the Revolving Credit Facility if the Applicable Margins or Commitment Fees or interest rate floor applicable to the Revolving Credit Facility are increased to equal the Applicable Margins and Commitment Fees and interest rate floor applicable to such Incremental Revolving Credit Facility Increase; and

(B) the outstanding Revolving Credit Loans and Revolving Credit Commitment Percentages of Swingline Loans and L/C Obligations will be reallocated by the Administrative Agent on the applicable Increase Effective Date among the Revolving Credit Lenders (including the Incremental Lenders providing such Incremental Revolving Credit Facility Increase) in accordance with their revised Revolving Credit Commitment Percentages (and the Revolving Credit Lenders (including the Incremental Lenders providing such Incremental Revolving Credit Facility Increase) agree to make all payments and adjustments necessary to effect such reallocation and the Borrower shall pay any and all costs required pursuant to Section 5.9 in connection with such reallocation as if such reallocation were a repayment); and

(iii) each Incremental Increase shall constitute Obligations of the Borrower and will be guaranteed by the Subsidiary Guarantors and secured on a *pari passu* basis with the other Secured Obligations.

(e) Conditions to Effectiveness of Incremental Increases. Any Incremental Increase shall become effective as of such Increase Effective Date and shall be subject to the following conditions precedent, which, in the case of an Incremental Term Loan incurred solely to finance a substantially concurrent Limited Condition Acquisition (including all related costs, expenses and debt repayments or refinancings in connection therewith), shall be subject to Section 1.10:

(i) no Default or Event of Default shall exist on such Increase Effective Date immediately prior to or after giving effect to (A) such Incremental Increase or (B) the making of the initial Extensions of Credit pursuant thereto;

(ii) all of the representations and warranties set forth in Article VII shall be true and correct in all material respects (or if qualified by materiality or Material Adverse Effect, in all respects) as of such Increase Effective Date, or if such representation speaks as of an earlier date, as of such earlier date;

(iii) the Administrative Agent shall have received from the Borrower, a Compliance Certificate demonstrating that the Borrower is in compliance with the financial covenants set forth in Section 9.12(b) in each case based on the financial statements for the most recently completed Test Period, both before and after giving effect on a Pro Forma Basis to the incurrence of any such Incremental Increase (and assuming that any such Incremental Increase and the Revolving Credit Commitments are each fully drawn) and any Permitted Acquisition, refinancing of Indebtedness or other use of the proceeds thereof;

(iv) the Credit Parties shall have executed an Incremental Amendment in form and substance reasonably acceptable to the Borrower and the applicable Incremental Lenders; and

(v) the Administrative Agent shall have received from the Borrower, any customary legal opinions or other documents (including a resolution duly adopted by the board of directors (or equivalent governing body) of each Credit Party authorizing such Incremental Increase), reasonably requested by Administrative Agent in connection with such Incremental Increase.

(f) Incremental Amendments. Each such Incremental Increase shall be effected pursuant to an amendment (an "Incremental Amendment") to this Agreement and, as appropriate, the other Loan Documents, executed by the Credit Parties, the Administrative Agent and the applicable Incremental Lenders, which Incremental Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent, to effect the provisions of this Section 5.13.

(g) Use of Proceeds. The proceeds of any Incremental Increase may be used by the Borrower and its Subsidiaries for working capital and other general corporate purposes, including the financing of Permitted Acquisitions and other Investments permitted hereunder and any other use not prohibited by this Agreement.

SECTION 5.14 Cash Collateral. At any time that there shall exist a Defaulting Lender, within one Business Day following the written request of the Administrative Agent, any Issuing Lender (with a copy to the Administrative Agent) or the Swingline Lender (with a copy to the Administrative Agent), the Borrower shall Cash Collateralize the Fronting Exposure of such Issuing Lender and/or the Swingline Lender, as applicable, with respect to such Defaulting Lender (determined after giving effect to Section 5.15(a)(iv) and any Cash Collateral provided by such Defaulting Lender) in an amount not less than the Minimum Collateral Amount.

(a) Grant of Security Interest. The Borrower, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grants to the Administrative Agent, for the benefit of each Issuing Lender and the Swingline Lender, and agrees to maintain, a first priority security interest in all such Cash Collateral as security for the Defaulting Lender's obligation to fund participations in respect of L/C Obligations and Swingline Loans, to be applied pursuant to subsection (b) below. 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, each Issuing Lender and the Swingline Lender as herein provided (other than Section 9.2(m)), or that the total amount of such Cash Collateral is less than the Minimum Collateral Amount, the Borrower will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency (after giving effect to any Cash Collateral provided by the Defaulting Lender).

(b) Application. Notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, Cash Collateral provided under this Section 5.14 or Section 5.15 in respect of Letters of Credit and Swingline Loans shall be applied to the satisfaction of the Defaulting Lender's obligation to fund participations in respect of L/C Obligations and Swingline Loans (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) for which the Cash Collateral was so provided, prior to any other application of such property as may otherwise be provided for herein.

(c) Termination of Requirement. Cash Collateral (or the appropriate portion thereof) provided to reduce the Fronting Exposure of any Issuing Lender and/or the Swingline Lender, as applicable, shall no longer be required to be held as Cash Collateral pursuant to this Section 5.14 following (i) the elimination of the applicable Fronting Exposure (including by the termination of Defaulting Lender status of the applicable Lender), or (ii) the determination by the Administrative Agent, the Issuing Lenders and the Swingline Lender that there exists excess Cash Collateral; provided that, subject to Section 5.15, the Person providing Cash Collateral, the Issuing Lenders and the Swingline Lender may agree that Cash Collateral shall be held to support future anticipated Fronting Exposure or other obligations; and provided further that to the extent that such Cash Collateral was provided by the Borrower, such Cash Collateral shall remain subject to the security interest granted pursuant to the Loan Documents but, so long as no Default or Event of Default then exists, any Cash Collateral no longer required to be so held as Cash Collateral shall, upon written request of the Borrower, be returned to the Borrower.

SECTION 5.15 Defaulting Lenders.

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

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definitions of "Required Lenders", "Required Term Loan Lenders" and "Required Revolving Credit Lenders" and Section 12.2.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article X or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 12.4 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 Issuing Lenders or the Swingline Lender hereunder; *third*, to Cash Collateralize the Fronting Exposure of the Issuing Lenders and the Swingline Lender with respect to such Defaulting Lender in accordance with Section 5.14; *fourth*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan or funded participation in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to (A) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans and funded participations under this Agreement and (B) Cash Collateralize the Issuing Lenders' future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with Section 5.14; *sixth*, to the payment of any amounts owing to the Lenders, the Issuing Lenders or the Swingline Lender as a result of any judgment of a court of competent jurisdiction obtained by any

Lender, any Issuing Lender or the Swingline Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (1) such payment is a payment of the principal amount of any Loans or funded participations in Letters of Credit or Swingline Loans in respect of which such Defaulting Lender has not fully funded its appropriate share, and (2) such Loans were made or the related Letters of Credit or Swingline Loans were issued at a time when the conditions set forth in Section 6.2 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and funded participations in Letters of Credit or Swingline Loans owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or funded participations in Letters of Credit or Swingline Loans owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in L/C Obligations and Swingline Loans are held by the Lenders pro rata in accordance with the Revolving Credit Commitments under the applicable Revolving Credit Facility without giving effect to Section 5.15(a)(iv). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 5.15(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees.

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

(B) Each Defaulting Lender shall be entitled to receive Letter of Credit commissions pursuant to Section 3.3 for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Revolving Credit Commitment Percentage of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant to Section 5.14.

(C) With respect to any Commitment Fee or Letter of Credit commission not required to be paid to any Defaulting Lender pursuant to clause (A) or (B) above, the Borrower shall (1) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in L/C Obligations or Swingline Loans that has been reallocated to such Non-Defaulting Lender pursuant to clause (iv) below, (2) pay to each applicable Issuing Lender and Swingline Lender, as applicable, the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such Issuing Lender's or Swingline Lender's Fronting Exposure to such Defaulting Lender, and (3) not be required to pay the remaining amount of any such fee.

(iv) Reallocation of Participations to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in L/C Obligations and Swingline Loans 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 Revolving Credit 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 Revolving Credit Commitment. Subject to Section 12.22, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) Cash Collateral, Repayment of Swingline Loans. If the reallocation described in clause (iv) above cannot, or can only partially, be effected, the Borrower shall, without prejudice to any right or remedy available to it hereunder or under law, (x) first, repay Swingline Loans in an amount equal to the Swingline Lenders' Fronting Exposure and (y) second, Cash Collateralize the Issuing Lenders' Fronting Exposure in accordance with the procedures set forth in Section 5.14.

(b) Defaulting Lender Cure. If the Borrower, the Administrative Agent, the Issuing Lenders and the Swingline Lender 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), such 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 Loans and funded and unfunded participations in Letters of Credit and Swingline Loans to be held pro rata by the Lenders in accordance with the Commitments under the applicable Credit Facility (without giving effect to Section 5.15(a)(iv)), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Non-Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

ARTICLE VI

CONDITIONS OF CLOSING AND BORROWING

SECTION 6.1 Conditions to Closing. The obligation of the Lenders to close this Agreement is subject to the satisfaction of each of the following conditions:

(a) Executed Loan Documents. This Agreement, a Revolving Credit Note in favor of each Revolving Credit Lender requesting a Revolving Credit Note, a Term Loan Note in favor of each Term Loan Lender requesting a Term Loan Note, a Swingline Note in favor of the Swingline Lender (in each case, if requested thereby), the Security Documents to be delivered on the Closing Date and the Guaranty Agreement, together with any other applicable Loan Documents to be delivered on the Closing Date, shall have been duly authorized, executed and delivered to the Administrative Agent by the parties thereto, shall be in full force and effect and no Default or Event of Default shall have occurred and be continuing.

(b) Closing Certificates; Etc. The Administrative Agent shall have received each of the following in form and substance reasonably satisfactory to the Administrative Agent:

(i) Officer's Certificate. A certificate from a Responsible Officer of the Borrower to the effect that, as of the Closing Date, (A) all representations and warranties of the Credit Parties contained in this Agreement and the other Loan Documents to be delivered on the Closing Date are true and correct in all material respects (except to the extent any such representation and warranty is qualified by materiality or reference to Material Adverse Effect, in which case, such representation and warranty shall be true and correct in all respects); (B) none of the Credit Parties is in violation of any of the covenants contained in this Agreement and the other Loan Documents; (C) immediately prior to and after giving effect to the Transactions, no Default or Event of Default has occurred and is continuing; (D) the condition set forth in Section 6.1(e)(iii) is satisfied and (E) each of the Credit Parties, as applicable, has satisfied each of the conditions set forth in Section 6.1 and Section 6.2.

(ii) Certificate of Secretary of each Credit Party. A certificate of the secretary or assistant secretary of each Credit Party certifying, as of the Closing Date, as to the incumbency and genuineness of the signature of each officer of such Credit Party executing Loan Documents to which it is a party and certifying that attached thereto is a true, correct and complete copy of (A) the articles or certificate of incorporation or formation (or equivalent), as applicable, of such Credit Party and all amendments thereto, certified as of a recent date by the appropriate Governmental Authority in its jurisdiction of incorporation, organization or formation (or equivalent), as applicable, (B) the Organizational Documents of such Credit Party as in effect on the Closing Date, (C) resolutions duly adopted by the board of directors (or other governing body) of such Credit Party authorizing and approving the transactions contemplated hereunder and the execution, delivery and performance of this Agreement and the other Loan Documents to which it is a party, and (D) each certificate required to be delivered pursuant to Section 6.1(b)(iii).

(iii) Certificates of Good Standing. Certificates as of a recent date of the good standing of each Credit Party under the laws of its jurisdiction of incorporation, organization or formation (or equivalent), as applicable.

(iv) Opinions of Counsel. Opinions of counsel to the Credit Parties, including, if applicable, opinions of local counsel as may be reasonably requested by the Administrative Agent, addressed to the Administrative Agent and the Lenders with respect to the Credit Parties, the Loan Documents and such other matters as the Administrative Agent shall request.

(c) Personal Property Collateral.

(i) Filings and Recordings. Subject to the limitations and qualifications set forth in the Security Documents, the Administrative Agent shall have received all filings and recordations that are necessary to perfect the security interests of the Administrative Agent, on behalf of the Secured Parties, in the Collateral and the Administrative Agent shall have received evidence reasonably satisfactory to the Administrative Agent that upon such filings and recordations such security interests constitute valid and perfected first priority Liens thereon (subject to Permitted Liens).

(ii) [Reserved].

(iii) Lien Search. The Administrative Agent shall have received the results of a Lien search (including a search as to bankruptcy and tax matters), in form and substance reasonably satisfactory thereto, made against the Credit Parties under the Uniform Commercial Code (or applicable recording location) as in effect in each jurisdiction in which filings or recordations under the Uniform Commercial Code should be made to evidence or perfect security interests in all assets of such Credit Party, indicating among other things that the assets of each such Credit Party are free and clear of any Lien (except for Permitted Liens).

(iv) Property and Liability Insurance. The Administrative Agent shall have received, in each case in form and substance reasonably satisfactory to the Administrative Agent, evidence of property, business interruption and liability insurance covering each Credit Party.

(v) Intellectual Property. The Administrative Agent shall have received security agreements duly executed by the applicable Credit Parties for all federally registered copyrights, copyright applications, patents, patent applications, trademarks and trademark applications included in the Collateral, in each case in proper form for filing with the U.S. Patent and Trademark Office or U.S. Copyright Office, as applicable.

(d) Consents; Defaults.

(i) Governmental and Third Party Approvals. The Credit Parties shall have received all governmental, shareholder and material third party consents and approvals necessary in connection with the Transactions, which shall be in full force and effect.

(ii) No Injunction, Etc. No action, suit, proceeding or investigation shall be pending or, to the knowledge of the Borrower, threatened in writing in any court or before any arbitrator or any Governmental Authority that could reasonably be expected to have a Material Adverse Effect.

(e) Financial Matters.

(i) Financial Statements. The Administrative Agent shall have received, in form and substance reasonably satisfactory to the Administrative Agent (A) the audited Consolidated balance sheets of the Borrower and its Subsidiaries as of the last day of each of three most recent Fiscal Year ends prior to the Closing Date for which financial statements are available and the related audited statements of income and cash flows for the Fiscal Year then ended and (B) an unaudited Consolidated balance sheet of the Borrower and its Subsidiaries and related unaudited interim statements of income and cash flows for each fiscal quarter ended since January 3, 2026, for which financial statements are available.

(ii) Financial Projections. The Administrative Agent shall have received projections prepared by management of balance sheets, income statements and cash flow statements of the Borrower and its Subsidiaries for the five (5) years following the anticipated Delayed Draw Funding Date (i.e., the Borrower's 2026, 2027, 2028, 2029 and 2030 fiscal years).

(iii) No Material Adverse Effect. Since January 3, 2026, there has not occurred any event or condition that has had or could reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect.

(iv) Financial Condition/Solvency Certificate. The Borrower shall have delivered to the Administrative Agent a certificate, in form and substance reasonably satisfactory to the Administrative Agent, and signed by the chief financial officer of the Borrower, that (A) after giving effect to the Transactions, the Borrower and its subsidiaries, on a Consolidated basis, are Solvent and (B) the financial projections previously delivered to the Administrative Agent represented the good faith estimates (utilizing assumptions believed by the Borrower to be reasonable at the time made available to the Administrative Agent) of the financial condition and operations of the Borrower and its Subsidiaries, it being understood that such projections are not to be viewed as facts, are subject to significant uncertainties and contingencies many of which are beyond the Borrower's control and that actual results may vary materially from the projections.

(v) [Reserved.]

(vi) Payment at Closing. The Borrower shall have paid or made arrangements to pay contemporaneously with closing (A) to the Administrative Agent, the Arrangers and the Lenders the fees set forth or referenced in Section 5.3 and any other accrued and unpaid fees or commissions due hereunder, (B) all reasonable and documented fees and out of pocket charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) to the extent accrued and unpaid prior to or on the Closing Date, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrower and the Administrative Agent) and (C) to any other Person such amount as may be due thereto in connection with the transactions contemplated hereby, including all taxes, fees and other charges in connection with the execution, delivery, recording, filing and registration of any of the Loan Documents, in the case of clauses (B) and (C) above to the extent that invoices therefor have been provided to the Borrower at least one Business Day prior to the Closing Date or such fees, charges, disbursements, taxes or other amounts are set forth in a funds flow statement approved by the Borrower.

(f) Miscellaneous.

(i) Notice of Account Designation. The Administrative Agent shall have received a Notice of Account Designation specifying the account or accounts to which the proceeds of any Loans made on or after the Closing Date are to be disbursed (unless otherwise directed in writing by the Borrower in respect of any Loan).

(ii) PATRIOT Act, Etc.

(A) To the extent requested by the Administrative Agent or any Lender at least 10 days prior to the Closing Date, the Administrative Agent and the Lenders shall have received, at least five (5) Business Days prior to the Closing Date, all documentation and other information requested by the Administrative Agent or any Lender or required by regulatory authorities in order for the Administrative Agent and the Lenders to comply with requirements of any Anti-Money Laundering Laws, including the PATRIOT Act and any applicable "know your customer" rules and regulations.

(B) The Borrower shall have delivered to the Administrative Agent, and directly to any Lender requesting the same, a Beneficial Ownership Certification in relation to it (or a certification that such Borrower qualifies for an express exclusion from the "legal entity customer" definition under the Beneficial Ownership Regulations), in each case at least five (5) Business Days prior to the Closing Date.

Without limiting the generality of the provisions of Section 11.3(c), for purposes of determining compliance with the conditions specified in this Section 6.1, the Administrative Agent and each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

SECTION 6.2 Conditions to All Extensions of Credit. Subject to Section 5.13 and Section 1.10 solely with respect to any Incremental Term Loan incurred to finance a substantially concurrent Limited Condition Acquisition, the obligations of the Lenders to make or participate in any Extensions of Credit (excluding the Delayed Draw Term Loan) and/or any Issuing Lender to issue or extend any Letter of Credit are subject to the satisfaction of the following conditions precedent on the relevant borrowing, issuance or extension date:

(a) Continuation of Representations and Warranties. The representations and warranties contained in this Agreement and the other Loan Documents shall be true and correct in all material respects, except for any representation and warranty that is qualified by materiality or reference to Material Adverse Effect, which such representation and warranty shall be true and correct in all respects, on and as of such borrowing, issuance or extension date with the same effect as if made on and as of such date (except for any such representation and warranty that by its terms is made only as of an earlier date, which representation and warranty shall remain true and correct in all material respects as of such earlier date, except for any representation and warranty that is qualified by materiality or reference to Material Adverse Effect, which such representation and warranty shall be true and correct in all respects as of such earlier date).

(b) No Existing Default. No Default or Event of Default shall have occurred and be continuing (i) on the borrowing date with respect to such Loan or after giving effect to the Loans to be made on such date or (ii) on the issuance or extension date with respect to such Letter of Credit or after giving effect to the issuance or extension of such Letter of Credit on such date.

(c) Notices. The Administrative Agent shall have received a Notice of Borrowing or Letter of Credit Application, as applicable, from the Borrower in accordance with Section 2.3(a), or Section 3.2, as applicable.

(d) New Swingline. So long as any Lender is a Defaulting Lender, the Swingline Lender shall not be required to fund any Swingline Loans unless it is satisfied that it will have no Fronting Exposure after giving effect to such Swingline Loan.

Each Notice of Borrowing or Letter of Credit Application, as applicable, submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 6.2(a) and (b) have been satisfied on and as of the date of the applicable Extension of Credit.

SECTION 6.3 Conditions to Delayed Draw Term Loan. Notwithstanding anything herein or in any other Loan Document to the contrary, the Term Loan Lenders' obligation to make the Delayed Draw Term Loan on the Delayed Draw Funding Date shall be subject solely to the satisfaction (or waiver in accordance with Section 12.2) of the following conditions:

(a) AMI Acquisition. The AMI Acquisition shall have been consummated or shall be consummated substantially simultaneously with the borrowing of the Delayed Draw Term Loan in accordance in all material respects with the terms of the AMI Acquisition Agreement (after giving effect to any modifications, amendments, consents or waivers thereto after the date the AMI Acquisition Agreement was executed, other than those modifications, amendments, consents or waivers by the Borrower that are materially adverse to the interests of the Term Loan Lenders or the Arrangers, in their respective capacities as such, when taken as a whole, unless consented to in writing by the Term Loan Lenders in accordance with Section 12.2 (such consent not to be unreasonably withheld, delayed or conditioned)); provided that (i) a reduction in the consideration payable under the AMI Acquisition Agreement of less than 10% shall not be deemed to be materially adverse to the interests of the Term Loan Lenders and the Arrangers so long as any such reduction to the consideration payable in cash is applied 100% to reduce the Delayed Draw Term Loan Commitment, (ii) an increase in such purchase price or consideration amount shall not be deemed to be materially adverse to the Term Loan Lenders and the Arrangers if such increase is funded by common equity, preferred equity (with terms reasonably acceptable to the Administrative Agent) or cash on hand of the Borrower and its Subsidiaries; provided in the cases of clause (i) and (ii) that no purchase price, working capital or similar adjustment provisions set forth in the AMI Acquisition Agreement shall constitute a reduction or increase in the purchase price or consideration, (iii) any change to the definition of "Material Adverse Effect" contained in the AMI Acquisition Agreement shall be deemed to be materially adverse to the Lenders and the Arrangers, and (iv) any change to Section 11.16 of the AMI Acquisition Agreement (including the third party beneficiary rights applicable to the Lenders and the Arrangers set forth therein) shall be deemed to be materially adverse to the Lenders and the Arrangers.

(b) Documentation/Financials. The Administrative Agent shall have received:

(i) a Solvency certificate in substantially the form of Exhibit J;

(ii) a Notice of Borrowing in accordance with the requirements hereof (it being acknowledged that such Notice of Borrowing shall not be required to certify as to no Default or Event of Default or the accuracy of the representations and warranties set forth herein (other than the AMI Specified Representations and the AMI Specified Acquisition Agreement Representations);

(iii) with respect to the AMI Acquired Company and its Subsidiaries, (A) the unaudited financial statements of the AMI Acquired Company for each fiscal quarter of the AMI Acquired Company ended after December 31, 2025 and at least 50 days prior to the Delayed Draw Funding Date, and (B) the audited financial statements of the AMI Acquired Company for any fiscal year of the AMI Acquired Company ended after December 31, 2025 and at least 120 days prior to the Delayed Draw Funding Date; and

(iv) with respect to the Borrower and its Subsidiaries, unaudited consolidated balance sheets and related consolidated statements of income and cash flows for each interim fiscal quarter ended after January 3, 2026 and at least 45 days prior to the Delayed Draw Funding Date.

For purposes of this clause (b), (i) any financial statements of the Borrower that have been made available on the Securities and Exchange Commission's EDGAR website shall be deemed to have been received by the Administrative Agent and the Term Loan Lenders for purposes of this Section 6.3 and (ii) the Administrative Agent and the Term Loan Lenders acknowledge receipt of the financial statements of the AMI Acquired Company and its Subsidiaries referred to in clause (iii)(A) above with respect to the fiscal quarter ended March 31, 2026.

(c) Joinder of AMI Acquisition Company. Subject to Section 8.17, AMI Acquired Company and its Subsidiaries (to the extent not constituting Excluded Subsidiaries) (such entities, the "AMI Credit Parties") shall each become a Subsidiary Guarantor substantially concurrently with the consummation of the AMI Acquisition, and the Administrative Agent shall have received a duly executed Joinder Agreement from each such AMI Credit Party and such opinions, documents and certificates of the type referred to in Section 6.1(b) with respect to such AMI Credit Parties.

(d) Filings and Recordings. Subject to the limitations and qualifications set forth in the Security Documents, the Administrative Agent shall have received all filings and recordations that are necessary to perfect the security interests of the Administrative Agent, on behalf of the Secured Parties, in the Collateral of each AMI Credit Party and the Administrative Agent shall have received evidence reasonably satisfactory to the Administrative Agent that upon such filings and recordations such security interests constitute valid and perfected first priority Liens thereon (subject to Permitted Liens); provided that to the extent any security interest in such Collateral (other than (i) any Collateral the security interest in which may be perfected by the filing of a UCC financing statement, (ii) the delivery of certificates evidencing equity interests if any, of any material U.S. subsidiaries of the Borrower acquired in the AMI Acquisition constituting Collateral (provided that, certificates evidencing equity interests of the AMI Acquired Company and its Subsidiaries, to the extent required to be pledged pursuant to the terms of the Loan Documents, will only be required to be delivered on the Delayed Draw Funding Date to the extent received by you at least one (1) business day prior to the Delayed Draw Funding Date, it being acknowledged and agreed that any certificates with respect to the AMI Acquired Company and its Subsidiaries not delivered on the Delayed Draw Funding Date shall be required to be delivered pursuant Section 8.17) and (iii) the filing of short-form security agreements with the United States Patent and Trademark Office or the United States Copyright Office, as applicable) is not provided on the Delayed Draw Funding Date after the Borrower's use of commercially reasonable efforts to do so, the provision of such perfected security interests in such Collateral shall not constitute a condition precedent under this Section 6.3 but shall be required to be delivered in accordance with Section 8.17.

(e) PATRIOT Act. The Administrative Agent shall have received, at least three (3) Business Days prior to the Delayed Draw Funding Date, all documentation and other information about the AMI Credit Parties required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act, in each case that has been reasonably requested in writing by the Administrative Agent and the Lenders at least 10 Business Days prior to the Delayed Draw Funding Date.

(f) Payment of Fees. All fees required to be paid by the Borrower on the Delayed Draw Funding Date pursuant to the Fee Letters and reasonable and documented out-of-pocket expenses (including legal fees and expenses) required to be paid by the Borrower on the Delayed Draw Funding Date, to the extent such expenses are invoiced at least two (2) Business Days prior to the Delayed Draw Funding Date or are otherwise set forth in a funds flow or settlement statement approved by the Borrower, shall, upon the funding of the Delayed Draw Term Loan have been paid (or will be substantially simultaneously paid (which amounts may be offset against the proceeds of the Delayed Draw Term Loan)).

(g) Specified Acquisition Agreement Representations and Specified Representations. (i) The AMI Specified Representations shall be true and correct in all material respects (without duplication of any materiality qualifier set forth therein) and (ii) the AMI Specified Acquisition Agreement Representations shall be true and correct.

(h) Material Adverse Effect. There must be no Material Adverse Effect (as defined in the AMI Acquisition Agreement) that has occurred after the date of the AMI Acquisition Agreement.

(i) AMI Refinancing. The AMI Refinancing shall have been consummated prior to, or shall be consummated substantially simultaneously with, the borrowing of the Delayed Draw Term Loan.

(j) Delayed Draw Commitment Termination Date. The Delayed Draw Funding Date shall have occurred on or before the Delayed Draw Commitment Termination Date.

(k) Closing Date. The conditions specified in Section 6.1 shall have been satisfied (or waived in accordance with Section 12.2) (it being understood and agreed that the conditions specified in Section 6.1 were satisfied (or waived in accordance with Section 12.2) on the Closing Date and this condition has been satisfied).

For clarification and notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, during the period from the Closing Date through and including the Delayed Draw Commitment Termination Date, no Term Loan Lender (nor the Administrative Agent on behalf of any Term Loan Lender) shall be entitled to (a) terminate or reduce any of its Delayed Draw Term Loan Commitments, (b) rescind, terminate or cancel any Loan Document or exercise any right or remedy or make or enforce any claim under the Loan Documents or otherwise it may have, in each case to the extent doing so would prevent, limit or delay the making of a Delayed Draw Term Loan on the applicable Delayed Draw Funding Date, (c) refuse to participate in making a Delayed Draw Term Loan when required to do so under any Loan Document, (d) impose any new or additional conditions or expand any of the conditions to the making of the Delayed Draw Term Loan, or (e) exercise any right of set-off or counterclaim in respect of its portion of such Delayed Draw Term Loan thereunder to the extent to do so would prevent, limit or delay the making of such Delayed Draw Term Loan; provided that, in each case, the conditions in Section 6.3 have been satisfied (or waived in accordance with Section 12.2).

ARTICLE VII

REPRESENTATIONS AND WARRANTIES OF THE CREDIT PARTIES

To induce the Administrative Agent and Lenders to enter into this Agreement and to induce the Lenders to make Extensions of Credit, the Credit Parties hereby represent and warrant to the Administrative Agent and the Lenders, which representations and warranties shall be deemed made on the Closing Date and as otherwise set forth in Section 6.2, that:

SECTION 7.1 Organization; Power; Qualification. Each Credit Party and each Subsidiary thereof (i) is duly organized and validly existing and in good standing under the laws of the jurisdiction of its organization, (ii) has the power and authority to own its property and assets and to transact the business in which it is engaged and presently proposes to engage and (iii) is duly qualified and is authorized to do business and is in good standing in each jurisdiction where the ownership, leasing or operation of its property or the conduct of its business requires such qualifications except for failures to be so qualified or authorized which, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. The jurisdictions in which each Credit Party and each Subsidiary thereof are organized and qualified to do business as of the Closing Date are described on Schedule 7.1. Schedule 7.1 identifies each Subsidiary Guarantor as of the Closing Date. No Credit Party nor any Subsidiary thereof is an EEA Financial Institution. The Borrower qualifies for an express exclusion from the "legal entity customer" definition under the Beneficial Ownership Regulations.

SECTION 7.2 Ownership. On and as of the Closing Date, the Borrower has no Subsidiaries other than those Subsidiaries listed on Schedule 7.2. Schedule 7.2 sets forth, as of the Closing Date, the percentage ownership (direct and indirect) of the Borrower and any of its Subsidiaries in each class of capital stock or other Equity Interests of each of its respective Subsidiaries and also identifies the direct owner thereof. All outstanding shares of Equity Interests of each Subsidiary of the Borrower have been duly and validly issued, and, to the extent applicable, are fully paid and non-assessable and have been issued free of preemptive rights. As of the Closing Date, except as set forth on Schedule 7.2, no Subsidiary of the Borrower has outstanding any securities convertible into or exchangeable for its Equity Interests or outstanding any right to subscribe for or to purchase, or any options or warrants for the purchase of, or any agreement providing for the issuance (contingent or otherwise) of or any calls, commitments or claims of any character relating to, its Equity Interests or any stock appreciation or similar rights.

SECTION 7.3 Authorization; Enforceability. Each Credit Party has the right, power and authority to execute, deliver and perform the terms and provisions of each of the Loan Documents to which it is party and has taken all necessary corporate and other action to authorize the execution, delivery and performance by it of each of such Loan Documents. Each Credit Party has duly executed and delivered each of the Loan Documents to which it is party, and each of such Loan Documents to which such Credit Party is a party constitutes its legal, valid and binding obligation enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law).

SECTION 7.4 Compliance of Agreement, Loan Documents and Borrowing with Laws, Etc. Neither the execution, delivery or performance by any Credit Party of the Loan Documents to which it is a party, nor compliance by it with the terms and provisions thereof, (i) will contravene any provision of any applicable law, statute, rule or regulation or any order, writ, injunction or decree of any court or Governmental Authority except to the extent that any such contraventions or conflicts could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (ii) will conflict with or 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 (except pursuant to the Security Documents) upon any of the property or assets of any Credit Party or any of its Subsidiaries pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement or loan agreement, or any other agreement, contract or instrument, in each case to which any Credit Party or any of its Subsidiaries is a party or by which it or any its property or assets is bound or to which it may be subject, except to the extent that any such conflict, breach or default, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, or (iii) will violate any provision of the certificate or articles of incorporation, certificate of formation, limited liability company agreement or by- laws (or equivalent organizational documents), as applicable, of any Credit Party or any of its Subsidiaries.

SECTION 7.5 Compliance with Law; Governmental Approvals.

(a) Each of the Borrower and each of its Subsidiaries is in compliance with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all Governmental Authorities in respect of the conduct of its business and the ownership of its property, except such non-compliances as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) No default exists under any agreement, instrument, organizational document or other document to which the Borrower or any of its Subsidiaries is a party or otherwise subject to that has resulted, or could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect.

(c) No order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except (1) for (x) those that have otherwise been obtained or made on or prior to the Closing Date and which remain in full force and effect on the Closing Date, (y) filings which are necessary to perfect the security interests created under the Security Documents or (2) if the failure to obtain such order, consent, approval, license, authorization or validation of, or filing, recording or registration, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect), or exemption by, any Governmental Authority is required to be obtained or made by, or on behalf of, any Credit Party to authorize, or is required to be obtained or made by, or on behalf of, any Credit Party in connection with, (i) the execution, delivery and performance by such Credit Party of any Loan Document or (ii) the legality, validity, binding effect or enforceability against such Credit Party of any such Loan Document.

SECTION 7.6 Tax Returns and Payments. The Borrower and its Subsidiaries have filed all federal, state and other tax returns and reports required to be filed, and have paid all federal, state and other taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except (a) Taxes, assessments, fees and charges that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves are being maintained in accordance with GAAP or (b) to the extent that the failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. As of the Closing Date, except as disclosed on the most recent 10-K public filing of the Borrower prior to the Closing Date, there is no ongoing audit or examination or, to its knowledge, other investigation by any Governmental Authority of any tax liability of any Credit Party or any Subsidiary thereof, the resolution of which could reasonably be expected to have a Material Adverse Effect.

SECTION 7.7 Intellectual Property Matters. Each of the Borrower and each of its Subsidiaries owns or has sufficient rights to use all the IP Rights, and has obtained all licenses thereto or other rights of whatever nature, reasonably necessary for the present conduct of its respective business and as currently proposed to be conducted, except where the failure to own or possess such rights could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The conduct and operations of the business of the Borrower and respectively of each of its Subsidiaries as currently conducted and currently proposed to be conducted do not infringe, misappropriate, dilute, violate or otherwise conflict with any IP Right owned by any other Person, and no other Person has contested any right, title or interest of the Borrower or respectively of any such Subsidiary in, or relating to, any IP Right owned by the Borrower or respectively such Subsidiary, other than, individually or in the aggregate, as could not reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 7.7 or except as could not, individually or in the aggregate, be reasonably be expected to have a Material Adverse Effect: (x) there are no pending or threatened in writing actions, investigations, suits, proceedings, audit, claims, demands, orders or disputes against the Borrower or any its Subsidiaries with respect to IP Rights material to its business and (y) no final judgment or order has been rendered by any competent Governmental Authority and no settlement agreement or similar contractual obligation to grant or receive a license has been entered into by the Borrower or any of its Subsidiaries, with respect to any IP Rights material to its business.

SECTION 7.8 Environmental Matters. Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect:

(a) The properties owned, leased or operated by each Credit Party and each Subsidiary thereof now or in the past do not contain, and to their knowledge have not previously contained, any Hazardous Materials in amounts or concentrations which constitute or constituted a violation of applicable Environmental Laws;

(b) To the actual knowledge of the Borrower and its Subsidiaries, each Credit Party and each Subsidiary thereof and such properties and all operations conducted in connection therewith are in compliance, and have been in compliance, with all applicable Environmental Laws, and, to the actual knowledge of the Borrower and its Subsidiaries, there is no contamination at, under or about such properties or such operations which could interfere with the continued operation of such properties;

(c) To the actual knowledge of the Borrower and its Subsidiaries, no Credit Party nor any Subsidiary thereof has received any written notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters, Hazardous Materials, or compliance with Environmental Laws, nor does any Credit Party or any Subsidiary thereof have knowledge or reason to believe that any such notice is being threatened;

(d) Hazardous Materials have not been transported or disposed of to or from the properties owned, leased or operated by any Credit Party or any Subsidiary thereof in violation of, or in a manner or to a location which could give rise to liability under, Environmental Laws, nor have any Hazardous Materials been generated, treated, stored or disposed of at, on or under any of such properties in violation of, or in a manner that could give rise to liability under, any applicable Environmental Laws;

(e) No judicial proceedings or governmental or administrative action is pending, or, to the knowledge of the Borrower, threatened in writing, under any Environmental Law to which any Credit Party or any Subsidiary thereof is or will be named as a potentially responsible party, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding under any applicable Environmental Law with respect to any Credit Party, any Subsidiary thereof, with respect to any real property owned, leased or operated by any Credit Party or any Subsidiary thereof or such operations conducted in connection therewith; and

(f) There has been no release, or to the knowledge of the Borrower, threat of release, of Hazardous Materials at or from properties owned, leased or operated by any Credit Party or any Subsidiary, now or in the past, in violation of or in amounts or in a manner that could give rise to liability under applicable Environmental Laws.

SECTION 7.9 Employee Benefit Matters.

(a) As of the Closing Date, no Credit Party nor any ERISA Affiliate maintains or contributes to, or has any obligation under, any Pension Plan or Multiemployer Plan other than those identified on Schedule 7.9.

(b) Each Credit Party and each ERISA Affiliate is in compliance with all applicable provisions of ERISA, the Code and the regulations and published interpretations thereunder with respect to all Employee Benefit Plans except for any required amendments for which the remedial amendment period as defined in Section 401(b) of the Code has not yet expired and except where a failure to so comply could not reasonably be expected to have a Material Adverse Effect. Each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code has been determined by the IRS to be so qualified, and each trust related to such plan has been determined to be exempt under Section 501(a) of the Code except for such plans that have not yet received determination letters but for which the remedial amendment period for submitting a determination letter has not yet expired. No liability has been incurred by any Credit Party or any ERISA Affiliate which remains unsatisfied for any taxes or penalties assessed with respect to any Employee Benefit Plan or any Multiemployer Plan except for a liability that could not reasonably be expected to have a Material Adverse Effect.

(c) As of the Closing Date, no Pension Plan has been terminated, nor has any Pension Plan become subject to funding based upon benefit restrictions under Section 436 of the Code, nor has any funding waiver from the IRS been received or requested with respect to any Pension Plan, nor has any Credit Party or any ERISA Affiliate failed to make any contributions or to pay any amounts due and owing as required by Sections 412 or 430 of the Code, Section 302 of ERISA or the terms of any Pension Plan on or prior to the due dates of such contributions under Sections 412 or 430 of the Code or Section 302 of ERISA, nor has there been any event requiring any disclosure under Section 4041(c)(3)(C) or 4063(a) of ERISA with respect to any Pension Plan.

(d) Except where the failure of any of the following representations to be correct could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, no Credit Party nor any ERISA Affiliate has: (i) engaged in a nonexempt prohibited transaction described in Section 406 of the ERISA or Section 4975 of the Code, (ii) incurred any liability to the PBGC which remains outstanding other than the payment of premiums and there are no premium payments which are due and unpaid, (iii) failed to make a required contribution or payment to a Multiemployer Plan, or (iv) failed to make a required installment or other required payment under Sections 412 or 430 of the Code.

(e) No Termination Event has occurred or is reasonably expected to occur.

(f) Except where the failure of any of the following representations to be correct could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, no proceeding, claim (other than a benefits claim in the ordinary course of business), lawsuit and/or investigation is existing or, to its knowledge, threatened concerning or involving (i) any employee welfare benefit plan (as defined in Section 3(1) of ERISA) currently maintained or contributed to by any Credit Party or any ERISA Affiliate, (ii) any Pension Plan or (iii) any Multiemployer Plan.

(g) As of the Closing Date, except as set forth in Schedule 7.9, no Credit Party nor any Subsidiary thereof is a party to any contract, agreement or arrangement that could, solely as a result of the delivery of this Agreement or the consummation of transactions contemplated hereby, result in the payment of any "excess parachute payment" within the meaning of Section 280G of the Code.

(h) As of the Closing Date the Borrower is not nor will be using "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments.

SECTION 7.10 Margin Stock. No Credit Party nor any Subsidiary thereof is engaged principally or as one of its activities in the business of extending credit for the purpose of "purchasing" or "carrying" any "margin stock" (as each such term is defined or used, directly or indirectly, in Regulation U of the FRB). Following the application of the proceeds of each Extension of Credit, not more than twenty-five percent (25%) of the value of the assets (either of the Borrower only or of the Borrower and its Subsidiaries on a Consolidated basis) will be "margin stock".

SECTION 7.11 Government Regulation. Neither the Borrower nor any of its Subsidiaries (a) is or is required to be registered as an "investment company" within the meaning of the Investment Company Act or (b) is subject to regulation under any requirement of law (other than Regulation X of the FRB) that limits its ability to incur, create, assume or permit the Indebtedness contemplated under this Agreement.

SECTION 7.12 Insurance. The properties of the Borrower and its Subsidiaries are insured with financially sound and reputable insurance companies not Affiliates of the Borrower, in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Borrower or the applicable Subsidiary operates.

SECTION 7.13 Employee Relations. Neither the Borrower nor any of its Subsidiaries is engaged in any unfair labor practice that could reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect. There is (i) no unfair labor practice complaint pending against the Borrower or any of its Subsidiaries or, to the knowledge of the Borrower, threatened in writing against any of them, before the National Labor Relations Board, and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement is so pending against the Borrower or any of its Subsidiaries or, to the knowledge of the Borrower, threatened in writing against any of them, (ii) no strike, labor dispute, slowdown or stoppage pending against the Borrower or any of its Subsidiaries or, to the knowledge of the Borrower, threatened in writing against the Borrower or any of its Subsidiaries, (iii) no union representation question exists with respect to the employees of the Borrower or any of its Subsidiaries, (iv) no equal employment opportunity charges or other claims of employment discrimination are pending or, to the Borrower's knowledge, threatened in writing against the Borrower or any of its Subsidiaries and (v) no wage and hour department investigation has been made of the Borrower or any of its Subsidiaries, except with respect to any matter specified in clauses (i) through (v) above, either individually or in the aggregate, such as could not reasonably be expected to have a Material Adverse Effect.

SECTION 7.14 Financial Statements. The audited and unaudited financial statements delivered pursuant to Section 6.1(e)(i) fairly present in all material respects on a Consolidated basis the assets, liabilities and financial position of the Borrower and its Subsidiaries as at such dates, and the results of the operations and changes of financial position for the periods then ended (other than customary year-end adjustments for unaudited financial statements and the absence of footnotes from unaudited financial statements). All such financial statements have been prepared in accordance with GAAP consistently applied except to the extent provided in the notes to said financial statements. Except as fully disclosed in the financial statements delivered pursuant to Section 6.1(e)(i), and except for the Indebtedness incurred or to be incurred under this Agreement, there were as of the Closing Date (and after giving effect to the funding of the Loans hereunder) no liabilities or obligations with respect to the Borrower or any of its Subsidiaries of any nature whatsoever (whether absolute, accrued, contingent or otherwise and whether or not due) which, either individually or in the aggregate, could reasonably be expected to be material to the Borrower and its Subsidiaries taken as a whole. The projections delivered pursuant to Section 6.1(e)(ii) were prepared in good faith and are based on assumptions believed to be reasonable at the time prepared, and there are no statements or conclusions in such projections which are based upon or include information known to the Borrower to be misleading in any material respect or which fail to take into account material information known to the Borrower regarding the matters reported therein, it being recognized by the Administrative Agent and the Lenders, however, that (1) projections relate to future events and are not to be viewed as facts, (2) that the actual results during the period or periods covered by the projections may differ from the projected results included in such projections, and that such differences may be material, (3) the projections are subject to significant uncertainties, many of which are beyond the control of the Borrower and (4) no assurance can be given that the projections will be realized.

SECTION 7.15 No Material Adverse Change. Since January 3, 2026, there has been no Material Adverse Effect.

SECTION 7.16 Solvency. The Credit Parties, on a Consolidated basis, are Solvent.

SECTION 7.17 Title to Properties. Each of the Borrower and each of its Subsidiaries has good title to all material properties owned by it that are necessary to conduct its business as presently conducted in the ordinary course of business, in each case in all material respects, or as otherwise permitted by the terms of this Agreement, free and clear of all Liens other than Permitted Liens.

SECTION 7.18 Litigation. There are no actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened in writing against or in any way relating to any Credit Party or Subsidiary thereof or any of their respective properties in any court or before any arbiter of any Governmental Authority, other than as set forth on Schedule 7.18, that has had, or could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

SECTION 7.19 Anti-Corruption Laws; Anti-Money Laundering Laws; Sanctions and Outbound Investment Rules.

(a) Neither the Borrower nor any of its Subsidiaries is in violation of any legal requirement relating to any Anti-Money Laundering Law. Neither the Borrower nor any of its Subsidiaries and, to the knowledge of the Borrower, no agent of the Borrower or any of its Subsidiaries acting on behalf of the Borrower or any of its Subsidiaries, as the case may be, is any of the following:

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a Person with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Money Laundering Law;

(iv) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or

(v) a Person that is named as a "specially designated national and blocked person" on the most current list published by OFAC at its official website or any replacement website or other replacement official publication of such list.

(b) Neither the Borrower nor any of its Subsidiaries and, to the knowledge of the Borrower, no agent of the Borrower or any of its Subsidiaries acting on behalf of the Borrower or any of its respective Subsidiaries, as the case may be, (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of a Person described in Section 7.19(a), (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering Law.

(c) Neither the Borrower nor any of its Subsidiaries and, to the knowledge of the Borrower, no agent of the Borrower or any of its Subsidiaries acting on behalf of the Borrower or any of its respective Subsidiaries, as the case may be, directly or indirectly, (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of any Anti-Corruption Law; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

(d) No proceeds of any Extension of Credit have been used, directly or indirectly, by the Borrower, any of its Subsidiaries or any of its or their respective directors, officers, employees and agents in violation of Section 8.14(c).

(e) No Credit Party is a "covered foreign person" as that term is used in the Outbound Investment Rules. Neither the Borrower nor any of its Subsidiaries currently engages, or has any present intention to engage in the future, directly or indirectly, in a "prohibited transaction", as such term is defined in the Outbound Investment Rules. Neither the Borrower nor any of its Subsidiaries currently engages, or has any present intention to engage in the future, directly or indirectly, in any other activity that would cause the Administrative Agent or the Lenders to be in violation of the Outbound Investment Rules or cause the Administrative Agent or the Lenders to be legally prohibited by the Outbound Investment Rules from performing under this Agreement. As of the Closing Date, neither the Borrower nor any of its Subsidiaries is engaged in a "notifiable transaction", as the term is defined in the Outbound Investment Rules.

SECTION 7.20 Absence of Defaults. No event has occurred or is continuing which constitutes a Default or an Event of Default.

SECTION 7.21 Senior Indebtedness Status. The Obligations of each Credit Party and each Subsidiary thereof under this Agreement and each of the other Loan Documents ranks and shall continue to rank at least senior in priority (in terms of payment or lien priority, as applicable) to all Subordinated Indebtedness of each such Person and is designated as "Senior Indebtedness" (in terms of payment or lien priority, as applicable) under all instruments and documents relating to all Subordinated Indebtedness of such Person.

SECTION 7.22 Disclosure. No financial statement, material report, material certificate or other material information (other than information of a general economic or industry specific nature) furnished by or on behalf of any Credit Party or any Subsidiary thereof to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished), taken together as a whole, contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, pro forma financial information, estimated financial information and other projected or estimated information, such information was prepared in good faith based upon assumptions believed to be reasonable at the time delivered and in light of then existing conditions, it being understood that (a) such information shall be subject to normal year end closing and audit adjustments, (b) projections relate to future events and are not to be viewed as facts, (c) that the actual results during the period or periods covered by the projections may differ from the projected results included in such projections, and that such differences may be material, (d) the projections are subject to significant uncertainties, many of which are beyond the control of the Borrower and (e) no assurance can be given that the projections will be realized.

ARTICLE VIII

AFFIRMATIVE COVENANTS

Until all of the Obligations (other than contingent indemnification obligations and expense reimbursement obligations not then due and payable) have been paid and satisfied in full in cash, all Letters of Credit have been terminated or expired (or been Cash Collateralized) and the Commitments terminated, each Credit Party will, and will cause each of its Subsidiaries to:

SECTION 8.1 Financial Statements and Budgets. Deliver to the Administrative Agent, in form and detail reasonably satisfactory to the Administrative Agent (which shall promptly make such information available to the Lenders in accordance with its customary practice):

(a) Annual Financial Statements. As soon as practicable and in any event within ninety (90) days (or, if earlier, on the date of any required public filing thereof after giving effect to any applicable extensions) after the end of each Fiscal Year (commencing with the Fiscal Year ending on or around December 31, 2026), an audited Consolidated balance sheet of the Borrower and its Subsidiaries as of the close of such Fiscal Year and audited Consolidated statements of income, retained earnings and cash flows including the notes thereto, all in reasonable detail setting forth in comparative form the corresponding figures as of the end of and for the preceding Fiscal Year and prepared in accordance with GAAP, management's discussion and analysis of such financial statements and, if applicable, containing disclosure of the effect on the financial position or results of operations of any change in the application of accounting principles and practices during the year. Such annual financial statements shall be audited by Ernst & Young LLP or another independent certified public accounting firm of recognized national standing, and accompanied by a report and opinion thereon by such certified public accountants prepared in accordance with generally accepted auditing standards that is not subject to any "going concern" or similar qualification or exception or any qualification as to the scope of such audit or with respect to accounting principles followed by the Borrower or any of its Subsidiaries not in accordance with GAAP.

(b) Quarterly Financial Statements. As soon as practicable and in any event within forty-five (45) days (or, if earlier, on the date of any required public filing thereof after giving effect to any applicable extensions) after the end of the first three fiscal quarters of each Fiscal Year (commencing with the fiscal quarter ended on or about July 4, 2026), an unaudited Consolidated balance sheet of the Borrower and its Subsidiaries as of the close of such fiscal quarter and unaudited Consolidated statements of income, retained earnings and cash flows for the fiscal quarter then ended and that portion of the Fiscal Year then ended, including the notes thereto, all in reasonable detail setting forth in comparative form the corresponding figures as of the end of and for the corresponding period in the preceding Fiscal Year and prepared by the Borrower in accordance with GAAP, management's discussion and analysis of such financial statements and, if applicable, containing disclosure of the effect on the financial position or results of operations of any change in the application of accounting principles and practices during the period, and certified by the chief financial officer of the Borrower to present fairly in all material respects the financial condition of the Borrower and its Subsidiaries on a Consolidated basis as of their respective dates and the results of operations of the Borrower and its Subsidiaries for the respective periods then ended, subject to normal year-end adjustments and the absence of footnotes.

(c) Annual Business Plan and Budget. As soon as practicable and in any event within forty-five (45) days after the end of each Fiscal Year, a business plan and operating and capital budget of the Borrower and its Subsidiaries for the ensuing four (4) fiscal quarters, and to include, on a quarterly basis, the following: a quarterly operating and capital budget, a projected income statement, statement of cash flows and balance sheet, accompanied by a certificate from a Responsible Officer of the Borrower to the effect that such budget contains good faith estimates (utilizing assumptions believed to be reasonable at the time of delivery of such budget) of the financial condition and operations of the Borrower and its Subsidiaries for such period, it being understood that such projections are not to be viewed as facts and actual results may differ from projected results and such differences may be material.

(d) Management Letters. Promptly after the Borrower's or any of its Subsidiaries' receipt thereof, a copy of any "management letter" received from its certified public accountants in connection with any annual audit of the Borrower's financial statements and management's response thereto.

SECTION 8.2 Certificates; Other Reports. Deliver to the Administrative Agent (which shall promptly make such information available to the Lenders in accordance with its customary practice):

(a) at each time financial statements are delivered pursuant to Sections 8.1(a) or (b), a duly completed Compliance Certificate that, among other things, (i) states that no Default or Event of Default is continuing or, if a Default or Event of Default is continuing, states the nature thereof and the action that the Borrower proposes to take with respect thereto and (ii) demonstrates compliance with the financial covenants set forth in Section 9.12 as of the last day of the applicable Test Period ending on the last day of the Test Period covered by such financial statements;

(b) promptly upon receipt thereof, copies of all material reports, if any, submitted to any Credit Party, any Subsidiary thereof or any of their respective boards of directors by their respective independent public accountants in connection with their auditing function;

(c) promptly after any Responsible Officer of Borrower has actual knowledge of the assertion in writing or occurrence thereof, copies of any written notice of any action or proceeding against or of any noncompliance by any Credit Party or any Subsidiary thereof under any Environmental Law that could reasonably be expected to have a Material Adverse Effect;

(d) promptly after the same are available, copies of each annual report, proxy or financial statement or other report or communication sent to all stockholders of the Borrower in their capacity as such, and copies of all annual, regular, periodic and special reports and registration statements which the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Exchange Act, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(e) promptly, and in any event within ten (10) Business Days after receipt thereof by any Credit Party or any Subsidiary thereof, copies of each notice or other correspondence received from the SEC (or comparable agency in any applicable non-U.S. jurisdiction) concerning any investigation or possible investigation or other inquiry by such agency regarding financial or other operational results of any Credit Party or any Subsidiary thereof in each case that could reasonably be expected to have a Material Adverse Effect;

(f) promptly upon the request thereof, such other information and documentation required under applicable "know your customer" rules and regulations, the PATRIOT Act or any applicable Anti-Money Laundering Laws or Anti-Corruption Laws, in each case as from time to time reasonably requested by the Administrative Agent or any Lender; and

(g) such other information regarding the operations, assets, business affairs and financial condition of any Credit Party or any Subsidiary thereof or any Acquisition as the Administrative Agent or any Lender may reasonably request.

Documents required to be delivered pursuant to Section 8.1(a) or (b) or Section 8.2(d) or (e) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that the Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender that requests the Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender. Notwithstanding anything contained herein, in every instance the Borrower shall be required to provide copies of the Compliance Certificates required by Section 8.2 to the Administrative Agent in accordance with the procedures set forth in Section 12.1(a) and (b). Except for such Compliance Certificates, the Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent and/or the Arrangers will make available to the Lenders and the Issuing Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on the Platform and (b) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrower or its securities) (each, a "Public Lender"). The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, means that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arrangers, the Issuing Lenders and the

Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 12.10); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor;" and (z) the Administrative Agent and the Arrangers shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Investor." Notwithstanding the foregoing, the Borrower shall be under no obligation to mark any Borrower Materials "PUBLIC".

SECTION 8.3 Notice of Litigation and Other Matters. Promptly (but in no event later than ten (10) days after any Responsible Officer of any Credit Party obtains knowledge thereof) notify the Administrative Agent in writing of (which shall promptly make such information available to the Lenders in accordance with its customary practice):

(a) the occurrence of any Default or Event of Default;

(b) the commencement of all proceedings and investigations by or before any Governmental Authority and all actions and proceedings in any court or before any arbitrator against or involving any Credit Party or any Subsidiary thereof or any of their respective properties, assets or businesses in each case that could reasonably be expected to result in a Material Adverse Effect;

(c) any notice of any violation received by any Credit Party or any Subsidiary thereof from any Governmental Authority including any notice of violation of Environmental Laws which in any such case could reasonably be expected to have a Material Adverse Effect; and

(d) (i) any unfavorable determination letter from the IRS regarding the qualification of an Employee Benefit Plan under Section 401(a) of the Code (along with a copy thereof), (ii) all written notices received by any Credit Party or any ERISA Affiliate of the PBGC's intent to terminate any Pension Plan or to have a trustee appointed to administer any Pension Plan, (iii) all written notices received by any Credit Party or any ERISA Affiliate from a Multiemployer Plan sponsor concerning the imposition or amount of withdrawal liability pursuant to Section 4202 of ERISA and (iv) the Borrower obtaining knowledge that any Credit Party or any ERISA Affiliate has filed or intends to file a notice of intent to terminate any Pension Plan under a distress termination within the meaning of Section 4041(c) of ERISA.

Each notice pursuant to Section 8.3 shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto. Each notice pursuant to Section 8.3(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

SECTION 8.4 Preservation of Corporate Existence and Related Matters. Except as permitted by Section 9.4 or Section 9.5 or pursuant to Permitted Tax Restructurings, preserve and maintain its separate corporate existence or equivalent form and all material rights, franchises, licenses and privileges necessary to the conduct of its business, and qualify and remain qualified as a foreign corporation or other entity and authorized to do business in each jurisdiction in which the failure to so qualify could reasonably be expected to have a Material Adverse Effect.

SECTION 8.5 Maintenance of Property and Licenses. Except as permitted by Section 9.4 or Section 9.5 or pursuant to a Permitted Tax Restructurings:

(a) (i) Protect and preserve all Properties necessary in and material to its business, including copyrights, patents, trade names, service marks and trademarks, (ii) maintain in good working order and condition, ordinary wear and tear excepted, all buildings, equipment and other tangible real and personal property, and (iii) from time to time make or cause to be made all repairs, renewals and replacements thereof and additions to such Property necessary for the conduct of its business, so that the business carried on in connection therewith may be conducted in a commercially reasonable manner, in each case of the foregoing clauses (i) through (iii), except as such action or inaction could not reasonably be expected to result in a Material Adverse Effect; provided, however, nothing herein shall require Borrower or any of its Subsidiaries to repair or replace any leased real property where the same is the duty of the lessor or sublessor under the lease.

(b) Maintain, in full force and effect in all material respects, each and every license, permit, certification, qualification, approval or franchise issued by any Governmental Authority required for each of them to conduct their respective businesses as presently conducted, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 8.6 Insurance. Maintain insurance with financially sound and reputable insurance companies against at least such risks and in at least such amounts as are customarily maintained by similar businesses and as may be required by Applicable Law and as are required by any Security Documents (including hazard and business interruption insurance). All such insurance shall (a) provide that no cancellation or material modification thereof shall be effective until at least 30 days after receipt by the Administrative Agent of written notice thereof (except as a result of non-payment of premium in which case only 10 days' prior written notice shall be required), (b) in the case of liability insurance, name the Administrative Agent as an additional insured party thereunder and (c) in the case of each property insurance policy, name the Administrative Agent as lender's loss payee or mortgagee, as applicable. From time to time, the Borrower shall deliver to the Administrative Agent upon its request information in reasonable detail as to the insurance then in effect, stating the names of the insurance companies, the amounts and rates of the insurance, the dates of the expiration thereof and the properties and risks covered thereby.

SECTION 8.7 Accounting Methods and Financial Records. Maintain a system of accounting, and keep proper books, records and accounts (which shall be accurate and complete in all material respects) as may be required or as may be necessary to permit the preparation of financial statements in accordance, in all material respects, with GAAP and in compliance with the regulations of any Governmental Authority having jurisdiction over it or any of its Properties.

SECTION 8.8 Payment of Taxes and Other Obligations. Pay and perform (a) all taxes, assessments and other governmental charges that may be levied or assessed upon it or any of its Property and (b) all other Indebtedness, obligations and liabilities in accordance with customary trade practices, except where the failure to pay or perform such items described in clauses (a) and (b) above could not. individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; provided, that the Borrower or such Subsidiary may contest any item described in clause (a) of this Section in good faith so long as adequate reserves are maintained with respect thereto in accordance with GAAP.

SECTION 8.9 Compliance with Laws and Approvals. Observe and remain in compliance with all Applicable Laws and maintain in full force and effect all Governmental Approvals, in each case applicable to the conduct of its business except where the failure to do so could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 8.10 Environmental Laws. In addition to and without limiting the generality of Section 8.9, (a) comply with, and use commercially reasonable efforts to ensure such compliance by all tenants and subtenants with all applicable Environmental Laws and obtain and comply with and maintain, and use commercially reasonable efforts to ensure that all tenants and subtenants, if any, obtain and comply with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws and (b) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required by any Governmental Authority pursuant to Environmental Laws, and promptly comply with all lawful orders and directives of any Governmental Authority regarding Environmental Laws, except in each case for the foregoing clauses (a) and (b) as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 8.11 Compliance with ERISA. In addition to and without limiting the generality of Section 8.9, (a) except where the failure to so comply could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) comply with applicable provisions of ERISA, the Code and the regulations and published interpretations thereunder with respect to all Employee Benefit Plans, (ii) not take any action or fail to take action the result of which could reasonably be expected to result in a liability to the PBGC or to a Multiemployer Plan, (iii) not participate in any prohibited transaction that could result in any civil penalty under ERISA or tax under the Code and (iv) operate each Employee Benefit Plan in such a manner that will not incur any tax liability under Section 4980B of the Code or any liability to any qualified beneficiary as defined in Section 4980B of the Code and (b) furnish to the Administrative Agent upon the Administrative Agent's written request such additional information about any Employee Benefit Plan as may be reasonably requested by the Administrative Agent.

SECTION 8.12 Visits and Inspections. Permit officers and designated representatives of the Administrative Agent (who may be accompanied by officers and designated representatives of any Lender) to visit and inspect, during normal business hours, upon reasonable advance notice, and under guidance of officers of the Borrower or such Subsidiary, any of the properties of the Borrower or such Subsidiary, subject to reasonable security measures, and to examine the books of account of the Borrower or such Subsidiary and discuss the affairs, finances and accounts of the Borrower or such Subsidiary with, and be advised as to the same by, its and their officers and independent accountants, all upon reasonable prior notice and at such reasonable times and intervals and to such reasonable extent as the Administrative Agent may reasonably request; provided that if no Event of Default has occurred and is continuing, no more than one such visit or inspection shall occur during any Fiscal Year of the Borrower. Notwithstanding anything to the contrary in this Section 8.12, none of the Borrower nor any Subsidiary shall 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, any Issuing Lender or any Lender (or their respective representatives or contractors) is prohibited by Applicable Law or any binding agreement between the Borrower or any of the Subsidiaries and a Person that is not the Borrower or any of the Subsidiaries or any of their respective Controlled Affiliates that was not entered into in contemplation of preventing such disclosure, inspection or examination or (iii) is subject to attorney-client or similar privilege or constitutes attorney work-product; provided that the Borrower shall notify the Administrative Agent the basis as to what is not being disclosed or made available in reliance on this sentence unless doing so is prohibited by Applicable Law or such agreement or would result in waiver of such privilege or cause such material not to constitute attorney work product.

SECTION 8.13 Additional Subsidiary Guarantors and Collateral.

(a) Additional Subsidiaries. Promptly notify the Administrative Agent of (i) the creation or acquisition (including by division) of a Person that becomes a Subsidiary (other than an Excluded Subsidiary) and (ii) any Excluded Subsidiary failing to constitute an Excluded Subsidiary and, within thirty (30) days after such event (as such time period may be extended by the Administrative Agent in its sole discretion) cause such Subsidiary to (A) become a Subsidiary Guarantor by delivering to the Administrative Agent a duly executed Joinder Agreement or such other document as the Administrative Agent shall deem appropriate for such purpose, (B) grant a security interest in all Collateral (subject to the exceptions specified in the Collateral Agreement) owned by such Subsidiary by delivering to the Administrative Agent a duly executed Joinder Agreement and a supplement to each applicable Security Document or such other document as the Administrative Agent shall deem appropriate for such purpose and comply with the terms of each applicable Security Document, (C) deliver to the Administrative Agent such opinions, documents and certificates of the type referred to in Section 6.1(b) as may be reasonably requested by the Administrative Agent, (D) if such Equity Interests are certificated, deliver to the Administrative Agent such original certificated Equity Interests or other certificates and stock or other transfer powers evidencing the Equity Interests of such Person, (E) deliver to the Administrative Agent such updated Schedules to the Security Documents as requested by the Administrative Agent with respect to such Subsidiary, and (F) deliver to the Administrative Agent such other documents as may be reasonably requested by the Administrative Agent, all in form, content and scope reasonably satisfactory to the Administrative Agent.

(b) Additional First Tier Foreign Subsidiaries and FSHCOs. In each case, subject to the limitation set forth in clause (d) below, notify the Administrative Agent promptly after any Person becomes a First Tier Foreign Subsidiary or FSHCO, and promptly thereafter (and, in any event, within forty five (45) days after such notification, as such time period may be extended by the Administrative Agent in its sole discretion), cause (i) the applicable Credit Party to pledge to the Administrative Agent sixty-five percent (65%) of the total outstanding voting Equity Interests and one hundred percent (100%) of the non-voting Equity Interests of any such new First Tier Foreign Subsidiary or FSHCO and deliver any additional documentation required to evidence such pledge (including, if applicable, original certificated Equity Interests (or the equivalent thereof pursuant to the Applicable Laws and practices of any relevant foreign jurisdiction) evidencing the Equity Interests of such new First Tier Foreign Subsidiary or FSHCO, together with an appropriate undated stock or other transfer power for each certificate duly executed in blank by the registered owner thereof), (ii) such Person to deliver to the Administrative Agent such opinions, documents and certificates of the type referred to in Section 6.1(b) as may be reasonably requested by the Administrative Agent, (iii) such Person to deliver to the Administrative Agent such updated Schedules to the Loan Documents as requested by the Administrative Agent with regard to such Person and (iv) such Person to deliver to the Administrative Agent such other documents as may be reasonably requested by the Administrative Agent, all in form, content and scope reasonably satisfactory to the Administrative Agent.

(c) Merger Subsidiaries. Notwithstanding the foregoing, to the extent any new Subsidiary is created solely for the purpose of consummating a merger transaction pursuant to an Acquisition, and such new Subsidiary at no time holds any assets or liabilities other than any merger consideration contributed to it contemporaneously with the closing of such merger transaction, such new Subsidiary shall not be required to take the actions set forth in Section 8.13(a) or (b), as applicable, until the consummation of such Acquisition (at which time, the surviving entity of the respective merger transaction shall be required to so comply with Section 8.13(a) or (b), as applicable, within thirty (30) days of the consummation of such Acquisition, as such time period may be extended by the Administrative Agent in its sole discretion).

(d) Exclusions. The provisions of this Section 8.13 shall be subject to the limitations and exclusions set forth in the Security Documents. Notwithstanding any provision herein or in any Loan Document to the contrary, the parties hereto acknowledge and agree (i) in circumstances where the Administrative Agent reasonably determines that the cost or effort of obtaining or perfecting a security interest in any asset that constitutes Collateral is excessive in relation to the benefit afforded to the Secured Parties thereby, the Administrative Agent may exclude such Collateral from the creation and/or perfection requirements set forth in this Agreement and the other Loan Documents, (ii) the Administrative Agent may grant extensions of time for the creation and/or perfection of Liens in a particular property (including extensions of time beyond the Closing Date) where it determines that such creation and/or perfection cannot be accomplished without undue effort and/or expense by the time or times at which it would otherwise be required by this

Agreement or any other Loan Document and (iii) other than to the extent contemplated and required in accordance with Section 8.13(b) and Section 8.13(e), no Credit Party shall be required to take actions outside the United States to create and/or perfect local law security in any Collateral.

(e) Borrower Opt-In of Excluded Subsidiaries. Notwithstanding anything to the contrary herein or in any other Loan Document, Borrower may, at its option and as determined in its sole discretion, upon written notice to the Administrative Agent, elect to have a Subsidiary that is not otherwise required to become a Credit Party hereunder pursuant to the other provisions of this Section 8.13 and which is organized in a jurisdiction set forth on Schedule 8.13 or such other jurisdiction as may be approved by the Administrative Agent (each such Subsidiary, an "Opt In Subsidiary") be treated as a Subsidiary Guarantor for all purposes hereunder and under the other Loan Documents, which such treatment shall be subject to the entry into of guarantees, security agreements, pledges or similar collateral documentation that is reasonable and customary for the jurisdiction of formation of such Opt In Subsidiary (and no more burdensome, taken as a whole, than the Security Documents applicable to Credit Parties that were not Opt In Subsidiaries), which such documentation required for such treatment shall be subject to reasonable and customary guaranty and securities principles for such jurisdiction of such Subsidiary, and shall be mutually satisfactory to the Administrative Agent and the Borrower. Upon entry into and effectiveness of such collateral documentation and the receipt of all consents and approvals required by, and taking of all actions required under, Applicable Law (including, without limitation, the taking of any applicable actions under financial assistance, thin capitalization or similar requirements) and documentation of the type required by clause (a) of this Section 8.13, such Opt In Subsidiary shall immediately become and be treated as a Subsidiary Guarantor and a Credit Party for all purposes hereunder and the other Loan Documents; provided that (i) once the Borrower makes such election under this clause (e) with respect to such Opt In Subsidiary and such Opt In Subsidiary then becomes a Subsidiary Guarantor under this clause (e), such election shall be binding and such Subsidiary Guarantor shall not be able to revert or convert back into or otherwise treated as an Excluded Subsidiary and (ii) any election by the Borrower to make such election with respect to any Opt In Subsidiary shall be without prejudice to the Borrower's election of treatment of any other Subsidiary, including Subsidiaries of the same jurisdiction as such Opt In Subsidiary. In connection with the forgoing, the other provisions of this Agreement and the other Loan Documents shall be amended, to the extent required, to ensure the definition of "Permitted Liens" and similar concepts include and incorporate such customary and typical exceptions and arrangements contemplated by any guaranty and security agreements and other arrangements entered into in connection with this Section 8.13(e).

SECTION 8.14 Use of Proceeds.

(a) Use the proceeds of (i) the Delayed Draw Term Loan (A) to pay a portion of the cash purchase price consideration for the AMI Acquisition (including the AMI Refinancing) and (B) to pay fees, commissions and expenses in connection with the AMI Acquisition and (ii) the Revolving Credit Facility (A) to pay fees, commissions and expenses in connection with the Transactions and the AMI Transaction and (B) for working capital and general corporate purposes of the Borrower and its Subsidiaries; provided that no part of the proceeds of any of the Loans or Letters of Credit shall be used for purchasing or carrying margin stock (within the meaning of Regulation T, U or X of the FRB) or for any purpose which violates the provisions of Regulation T, U or X of the FRB.

(b) Use the proceeds of any Incremental Term Loan and any Incremental Revolving Credit Facility Increase as permitted pursuant to Section 5.13.

(c) Not request any Extension of Credit, and the Borrower shall not use, and shall ensure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Extension of Credit, directly or indirectly, (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any applicable Anti-Corruption Laws or Anti-Money Laundering Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

SECTION 8.15 Compliance with Anti-Corruption Laws; Beneficial Ownership Regulation, Anti-Money Laundering Laws and Sanctions. (a) Maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with all applicable Anti-Corruption Laws, Anti-Money Laundering Laws and applicable Sanctions and (b) notify the Administrative Agent and the Lenders of any change in its status as exempt from the reporting requirements of the Beneficial Ownership Regulation and, if applicable, deliver to the Administrative Agent or directly to the applicable Lender any additional information (including a Beneficial Ownership Certification necessary in order to comply with the Beneficial Ownership Regulation).

SECTION 8.16 Further Assurances. Subject to the limitations and exclusions set forth in the Security Documents, 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 and other documents), which may be required under any Applicable Law, or which the Administrative Agent or the Required Lenders may reasonably request, to effectuate the transactions contemplated by the Loan Documents or to grant, preserve, protect or perfect the Liens created or intended to be created by the Security Documents or the validity or priority of any such Lien, all at the expense of the Credit Parties. Subject to the limitations and exclusions set forth in the Security Documents, the Borrower also agrees to provide to the Administrative Agent, from time to time upon the reasonable request by the Administrative Agent, evidence reasonably satisfactory to the Administrative Agent as to the perfection and priority of the Liens created or intended to be created by the Security Documents.

SECTION 8.17 Post-Closing Matters. Execute and deliver the documents, take the actions and complete the tasks set forth on Schedule 8.17, in each case within the applicable corresponding time limits specified on such schedule.

ARTICLE IX

NEGATIVE COVENANTS

Until all of the Obligations (other than contingent indemnification obligations and expense reimbursement obligations not then due and payable) have been paid and satisfied in full in cash, all Letters of Credit have been terminated or expired (or been Cash Collateralized) and the Commitments terminated, the Credit Parties will not, and will not permit any of their respective Subsidiaries to:

SECTION 9.1 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness except:

(a) the Obligations;

(b) Indebtedness owing under Hedge Agreements entered into in order to manage existing or anticipated interest rate, exchange rate or commodity price risks and not for speculative purposes;

(c) Indebtedness existing on the Closing Date and, other than an aggregate principal amount of all such Indebtedness that is not in excess of $1,000,000, listed on Schedule 9.1, and any Permitted Refinancing Indebtedness in respect thereof;

(d) Attributable Indebtedness with respect to Capital Lease Obligations and Indebtedness incurred in connection with purchase money Indebtedness, including Indebtedness incurred in connection with the acquisition, repair, construction or improvement of property, in an aggregate principal amount not to exceed $25,000,000 at any time outstanding;

(e) Indebtedness consisting of unsecured Guarantees (i) by any Credit Party of Indebtedness of any other Credit Party not otherwise prohibited pursuant to this Section 9.1 (other than Indebtedness permitted by clause (m) of this Section 9.1 (except to the extent such Guarantee was in effect at the time of such Permitted Acquisition or Investment and was not entered into in contemplation or anticipation thereof)), (ii) by any Non-Guarantor Subsidiary of Indebtedness of any Non-Guarantor Subsidiary, (iii) by any Credit Party of Indebtedness of any Non-Guarantor Subsidiary to the extent permitted pursuant Section 9.3 and (iv) by any Credit Party of lease obligations of any Foreign Subsidiary of the Borrower incurred in the ordinary course of business and otherwise permitted under this Agreement;

(f) unsecured intercompany Indebtedness that is an Investment (or that is the Indebtedness arising under such Investment) permitted pursuant to Section 9.3;

(g) 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, so long as such Indebtedness is extinguished promptly after such incurrence;

(h) Indebtedness owed to any Person providing property, casualty, liability, or other insurance to the Borrower or any of its Subsidiaries incurred in the ordinary course of business in connection with the financing of insurance premiums;

(i) Indebtedness of the Borrower and its Subsidiaries (i) under performance bonds, surety bonds, appeal bonds, bid bonds, customs bonds or other obligations of like nature required or statutory obligations or with respect to workers' compensation claims, in each case, in the ordinary course of business and (ii) in connection with the enforcement of rights or claims of the Borrower or any of its Subsidiaries or in connection with judgments that do not result in a Default or an Event of Default;

(j) Indebtedness which may be deemed to exist in connection with agreements providing for indemnification, purchase price adjustments and similar obligations or a Guarantee securing performance of the Borrower or any Subsidiary (both before and after liability associated therewith becomes fixed) in connection with any Acquisition or Asset Disposition permitted under this Agreement;

(k) customary obligations to banks in respect of cash management services in the ordinary course of business, including netting services, overdraft protections and similar arrangements;

(l) to the extent constituting Indebtedness, Earn-Out Obligations;

(m) Indebtedness of a Subsidiary of the Borrower acquired pursuant to a Permitted Acquisition or other Acquisition pursuant to Section 9.3 (or Indebtedness assumed at the time of a Permitted Acquisition or other Acquisition pursuant to Section 9.3) and any Permitted Refinancing Indebtedness in respect thereof, provided that (i) such Indebtedness was not incurred in connection with, or in anticipation or contemplation of, such Permitted Acquisition or other Acquisition, and (ii) the aggregate principal amount of all Indebtedness permitted by this clause (m) shall not exceed $25,000,000 at any one time outstanding;

(n) unsecured Indebtedness consisting of promissory notes issued to current or former officers, directors and employees (or their respective family members, estates or trusts or other entities for the benefit of any of the foregoing) of the Borrower or its Subsidiaries to purchase or redeem Equity Interests; provided that the aggregate principal amount of all such Indebtedness shall not exceed $2,500,000 at any time outstanding;

(o) guaranties of the obligations of suppliers, customers, franchisees, lessors, licensees, sub-licensees and distribution partners of the Borrower or any Subsidiary incurred in the ordinary course of business and not consisting of borrowed money;

(p) Indebtedness consisting of deferred compensation to employees of the Borrower or any Subsidiary incurred in connection with any Investment or any Acquisition permitted under this Agreement or otherwise arising under deferred compensation plans or similar arrangements entered into in the ordinary course of business;

(q) Indebtedness consisting of take-or-pay obligations contained in supply arrangements in each case, incurred in the ordinary course of business or consistent with industry practice;

(r) customer deposits and advance payments received in the ordinary course of business or consistent with industry practice from customers for goods and services purchased in the ordinary course of business or consistent with industry practice;

(s) Indebtedness of any Credit Party or any Subsidiary thereof in an aggregate principal amount not to exceed $75,000,000 at any time outstanding;

(t) intercompany Indebtedness pursuant to Permitted Tax Restructurings;

(u) Indebtedness and obligations owing under Permitted Bond Hedge Transactions, Permitted Forward Transactions and Permitted Warrant Transactions; and

(v) unsecured Indebtedness so long as (i) no Default or Event of Default shall have occurred and be continuing or would be caused by the incurrence of such unsecured Indebtedness, (ii) the Borrower shall be in compliance with the financial covenants set forth in Section 9.12 on a Pro Forma Basis as of the most recent Test Period after giving effect to the issuance of such unsecured Indebtedness and use the proceeds thereof, (iii) such unsecured Indebtedness does not have a stated maturity date, or require any principal amortization or mandatory prepayment, put right or sinking fund obligation prior to the date that is 91 days after the then latest scheduled maturity date of the Loans and Commitments (other than pursuant to (x) fundamental change, make-whole fundamental change, change of control or other similar event risk provisions and, in the case of term loans or senior notes that are not convertible into Equity Interests only, customary asset sale (or casualty or condemnation event), extraordinary receipts and/or (solely in the case of term loans) customary asset sale (or casualty or condemnation event) repayment provisions and (y) in the case of term loans, nominal amortization requirements not to exceed 1% per annum of the initial aggregate principal amount of such Indebtedness); provided that any Indebtedness consisting of a customary bridge facility shall be deemed to satisfy this requirement so long as such Indebtedness automatically converts into long-term debt which satisfies this clause (iii); provided further that the conversion or exchange of any Permitted Convertible Indebtedness into common stock of the Borrower (or other securities or property following a merger event, reclassification or other change of the common stock of the Borrower), cash or a combination thereof shall not cause such unsecured Indebtedness to fail to satisfy this clause (iii); and (iv) the terms of such unsecured Indebtedness reflect market terms (taken as a whole) at the time of issuance (as determined by Borrower in good faith) and (other than pricing, fees, rate floors, premiums and optional prepayment or redemption provisions), taken as a whole, are not materially more restrictive (as determined by Borrower in good faith) on the Borrower and its Subsidiaries than the terms and conditions of this Agreement, taken as a whole.

SECTION 9.2 Liens. Create, incur, assume or suffer to exist, any Lien on or with respect to any of its Property, whether now owned or hereafter acquired, except:

(a) Liens created pursuant to the Loan Documents (including Liens in favor of the Swingline Lender and/or the Issuing Lenders, as applicable, on Cash Collateral granted pursuant to the Loan Documents);

(b) Liens in existence on the Closing Date and, other than such Liens securing obligations in an aggregate amount that is not in excess of $1,000,000, described on Schedule 9.2, and the replacement, renewal or extension thereof (including Liens incurred, assumed or suffered to exist in connection with any Permitted Refinancing Indebtedness permitted pursuant to Section 9.1(c) (solely to the extent that such Liens were in existence on the Closing Date and described on Schedule 9.2)); provided that the scope of any such Lien shall not be increased, or otherwise expanded, to cover any additional property or type of asset, as applicable, beyond that in existence on the Closing Date, except for products and proceeds of the foregoing;

(c) Liens for Taxes, assessments and other governmental charges or levies (excluding any Lien imposed pursuant to any of the provisions of ERISA or Environmental Laws) (i) not yet delinquent or as to which the period of grace, if any, related thereto has not expired or (ii) which are being contested in good faith and by appropriate proceedings for which adequate reserves have been established in accordance with GAAP;

(d) Liens in respect of property or assets of the Borrower or any of its Subsidiaries imposed by law, which were incurred in the ordinary course of business and do not secure Indebtedness for borrowed money, such as carriers', warehousemen's, materialmen's, repairmen's and mechanics' liens and other similar Liens arising in the ordinary course of business, and (i) which do not in the aggregate materially detract from the value of the Borrower's and the Subsidiaries' (taken as a whole) property or assets or materially impair the use thereof in the operation of the business of the Borrower and the Subsidiaries (taken as a whole) or (ii) which are being contested in good faith by appropriate proceedings, which proceedings have the effect of preventing the forfeiture or sale of the property or assets subject to any such Lien;

(e) (i) Liens (other than Liens imposed under ERISA) incurred in the ordinary course of business in connection with workers compensation claims, unemployment insurance and social security benefits and (ii) Liens securing the performance of bids, trade contracts, tenders, leases and contracts in the ordinary course of business, statutory obligations, surety bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business (exclusive of obligations in respect of the payment for borrowed money);

(f) easements, rights-of-way, restrictions, encroachments and other similar charges or encumbrances, and minor title deficiencies, in each case not securing Indebtedness and not materially interfering with the conduct of the business of the Borrower and its Subsidiaries, taken as a whole;

(g) Liens arising from precautionary UCC financing statement filings regarding operating leases and consignment arrangements entered into in the ordinary course of business or from UCC financing statement filings or any other similar filings or notices of Lien under any notice or recording statute regarding Liens permitted under any other clause of this Section 9.2;

(h) Liens upon assets of the Borrower or any of its Subsidiaries subject to Capital Lease Obligations to the extent such Capital Lease Obligations are permitted by Section 9.1(d); provided that the Lien encumbering the asset giving rise to the Capital Lease Obligation does not encumber any other asset of the Borrower or any Subsidiary of the Borrower other than additions, accessions, and improvements to such assets and the proceeds of such asset;

(i) Liens placed upon equipment or machinery or other asset acquired after the Closing Date and used in the ordinary course of business of the Borrower or any of its Subsidiaries and placed at the time of the acquisition, repair, construction, improvement, or lease, as applicable, thereof by the Borrower or such Subsidiary or within 150 days thereafter to secure Indebtedness incurred to pay all or a portion of the purchase price thereof or to secure Indebtedness incurred solely for the purpose of financing the acquisition, repair, construction, improvement, or lease, as applicable, of any such equipment or machinery or extensions, renewals or replacements of any of the foregoing for the same or a lesser amount; provided that (i) the Indebtedness secured by such Liens is permitted by Section 9.1(d) and (ii) in all events, the Lien encumbering the equipment or machinery so acquired does not encumber any other asset of the Borrower or such Subsidiary other than additions, accessions, and improvements to such asset and the proceeds of such equipment or machinery or other asset;

(j) arising out of the existence of judgments or awards not constituting an Event of Default or securing appeal or other surety bonds related to such judgment and in respect of which the Borrower or any of its Subsidiaries shall in good faith be prosecuting an appeal or proceedings for review and in respect of which there shall have been secured a subsisting stay of execution pending such appeal or proceedings;

(k) Liens on property or assets acquired by the Borrower or any of its Subsidiaries pursuant to a Permitted Acquisition or other Acquisition permitted by Section 9.3, or on property or assets of a Subsidiary of the Borrower in existence at the time such Subsidiary is acquired by the Borrower or any of its Subsidiaries pursuant to a Permitted Acquisition or other Acquisition permitted by Section 9.3; provided that (x) any Indebtedness that is secured by such Liens is permitted to exist under Section 9.1(m), and (y) such Liens are not incurred in connection with, or in contemplation or anticipation of, such Permitted Acquisition or other Acquisition and do not attach to any other asset of the Borrower or any of its Subsidiaries other than the Subsidiaries or assets so acquired;

(l) Liens arising out of any conditional sale, title retention, consignment or other similar arrangements for the sale of goods entered into by the Borrower or any of its Subsidiaries in the ordinary course of business to the extent such Liens do not attach to any assets other than the goods subject to such arrangements and the proceeds thereof;

(m) bankers' Liens, rights of setoff and other similar (or comparable) Liens existing with respect to (i) cash and Cash Equivalents on deposit in one or more accounts maintained by the Borrower or any of its Subsidiaries, in each case granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained and securing amounts owing to such bank or banks, (ii) financial assets on deposit in one or more securities accounts maintained by the Borrower or any of its Subsidiaries, in each case granted in the ordinary course of business in favor of the securities intermediaries with which such accounts are maintained and securing amounts owing to such securities intermediaries and (iii) commodity trading accounts or other commodities brokerage accounts incurred in the ordinary course of business or consistent with past practice and not for speculative purposes with respect to services rendered in connection with such brokerage accounts;

(n) contractual, statutory and common law landlords' liens under leases to which the Borrower or any of its Subsidiaries is a party;

(o) (i) licenses, sublicenses, leases or subleases granted by the Borrower or any of its Subsidiaries to other Persons not materially interfering with the conduct of the business of the Borrower and its Subsidiaries, taken as a whole and (ii) any interest or title of a lessor, sublessor or licensor under any lease or license agreement not prohibited by this Agreement to which the Borrower or any of its Subsidiaries is a party;

(p) (i) Liens on Equity Interests of joint ventures securing capital contributions thereto and (ii) customary rights of first refusal, put/call arrangements, and tag, drag and similar rights in joint venture agreements and agreements with respect to Non-Wholly-Owned Subsidiaries;

(q) Liens (i) incurred in the ordinary course of business in connection with the purchase or shipping of goods or assets (or the related assets and proceeds thereof), which Liens are in favor of the seller or shipper of such goods or assets and only attach to such goods or assets or in respect of letters of credit or bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such goods or assets, and (ii) 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;

(r) (i) Liens granted in the ordinary course of business on insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under Section 9.1 and (ii) deposits in the ordinary course of business securing liability for reimbursement obligations of insurance carriers providing insurance to the Borrower or any of its Subsidiaries;

(s) Liens consisting of customary restrictions on the sale of assets of the Borrower or any of its Subsidiaries imposed pursuant to an agreement that has been entered into for the sale of such assets pending the closing of such sale to the extent that such sale is permitted pursuant to Section 9.5;

(t) Licenses and sublicenses of intellectual property permitted by Section 9.5;

(u) any zoning or similar land use restrictions or rights reserved to or vested in any governmental office or agency, including without limitation, site plan agreements, development agreements and contractual zoning agreements, to control or regulate the use of any real property not materially interfering with the conduct of the business of the Borrower and its Subsidiaries, taken as a whole;

(v) Liens solely on any cash earnest money deposits made by the Borrower or any Subsidiary in connection with any letter of intent or purchase agreement permitted hereunder;

(w) Liens on assets securing Indebtedness or other obligations in the aggregate principal amount not to exceed $25,000,000 at any time outstanding; and

(x) Liens securing Indebtedness under Section 9.1(t) and other intercompany obligations arising pursuant to Permitted Tax Restructurings.

SECTION 9.3 Investments. Make any Investment, except:

(a) Investments held on the Closing Date (other than Investments in Subsidiaries existing on the Closing Date) or made pursuant to a legally binding commitment in existence on the Closing Date and any modification, replacement, renewal, reinvestment or extension of any of such Investments; provided that no such modification, replacement, renewal, reinvestment or extension shall increase the amount of Investments then permitted under this clause (a) except pursuant to the terms of such Investment in existence on the date hereof or otherwise permitted under this Section 9.3;

(b) Investments (i) existing or pursuant to a legally binding commitment in effect on the Closing Date, which commitment is listed on Schedule 9.3, in the Borrower or its Subsidiaries existing on the Closing Date, (ii) in any Credit Party or any Temporary Non-Guarantor Subsidiary, and (iii) by any Non-Guarantor Subsidiary in any other Non-Guarantor Subsidiary;

(c) Investments made after the Closing Date by any Credit Party in any Non-Guarantor Subsidiary (other than a Temporary Non-Guarantor Subsidiary) in an aggregate amount not to exceed $25,000,000 at any time outstanding;

(d) Investments in cash and Cash Equivalents (including bank deposits in the ordinary course of business);

(e) Investments (including debt obligations) received in connection with the bankruptcy, liquidation or reorganization of suppliers and customers and in good faith settlement of delinquent obligations of, and other disputes with, customers and suppliers arising in the ordinary course of business;

(f) Investments (i) in the form of advances in the form of a prepayment of expenses or other trade credit to vendors, suppliers and trade creditors, so long as such expenses were incurred in the ordinary course of business of the Borrower or a Subsidiary, (ii) Investments in the ordinary course of business consisting of UCC Article 3 endorsements for collection or deposit and UCC Article 4 customary trade arrangements with customers consistent with past practices, and (iii) in the form of trade accounts or trade receivables in the ordinary course of business;

(g) Investments in negotiable instruments held for collection;

(h) Hedge Agreements permitted pursuant to Section 9.1;

(i) Investments in the ordinary course of business consisting of endorsements for collection or deposit or lease, utility and other similar deposits and deposits with suppliers in the ordinary course of business;

(j) (i) the AMI Acquisition and (ii) Investments by the Borrower or any Subsidiary thereof in the form of Permitted Acquisitions.

(k) Investments in the form of (i) loans and advances to officers, directors and employees for moving, relocation and travel expenses and other similar expenditures and (ii) loans by the Borrower or any Subsidiary in compliance with Applicable Laws to officers, directors, and employees of the Borrower or any Subsidiary the proceeds of which are used to pay taxes owed in connection with the vesting of Equity Interests of the Borrower or any

Subsidiary; provided that in no event shall the aggregate outstanding principal amount permitted pursuant to this clause (k) exceed $2,000,000 at any time (determined without regard to any write-downs or write-offs of such loans and advances);

(l) Investments in the form of obligations of officers and employees in connection with such officers' and employees' acquisition of shares of the Borrower Common Stock (so long as no cash is actually advanced by the Borrower or any of its Subsidiaries in connection with the acquisition of such obligations);

(m) purchases or other acquisitions of inventory, materials, equipment, goods, other assets used or useful in the business and services, in each case, in the ordinary course of business (other than Acquisitions);

(n) Investments in the form of Restricted Payments permitted pursuant to Section 9.6;

(o) (i) Guarantees permitted pursuant to Section 9.1, to the extent constituting Investments and (ii) Guarantees of liabilities entered into in the ordinary course of business and not constituting Indebtedness to the extent such guarantees or liabilities are not otherwise prohibited under this Agreement;

(p) Investments in the form of promissory notes and other non-cash consideration received in connection with any asset sale permitted by Section 9.5;

(q) any intercompany payables, receivables, extensions of credit (other than loans or advances of funds), charges and expenses between or amongst the Borrower and/or its Subsidiaries or between or amongst Subsidiaries arising in the ordinary course of business of the Borrower and its Subsidiaries and substantially consistent with past practices of the Borrower and its Subsidiaries;

(r) advances of payroll payments to employees in the ordinary course of business;

(s) Investments made with Qualified Equity Interests of the Borrower;

(t) Investments of any Person that becomes a Subsidiary after the Closing Date pursuant to an Acquisition permitted under this Section 9.3; provided that (i) such Investments exist at the time such Person is acquired and (ii) such Investments are not made in anticipation or contemplation of such Person becoming a Subsidiary;

(u) Investments, so long as (i) the Consolidated Total Net Leverage Ratio, calculated on Pro Forma Basis after giving effect to such Investment and any Indebtedness incurred in connection therewith, is at least 0.25 to 1.00 less than the maximum Consolidated Total Net Leverage Ratio then in effect pursuant to Section 9.12(a), (ii) no Default or Event of Default shall have occurred and be continuing or would result therefrom; (iii) any such Investment that is an Acquisition in reliance on this clause (u) shall meet the requirements of Permitted Acquisitions and (iv) any transfer of intellectual property owned by a Credit Party to a Non-Guarantor Subsidiary in reliance on this clause (u) shall be in an aggregate amount not to exceed $25,000,000 (and shall exclude any transfer of intellectual property permitted under Sections 9.5(g) and 9.5(o));

(v) Investments made in any Fiscal Year; provided that no Default or Event of Default shall have occurred and be continuing or would result therefrom and the aggregate amount of such Investments made in such Fiscal Year does not exceed $50,000,000;

(w) Investments in the form of an intercompany loan in an aggregate principal amount not to exceed $40,000,000 from the Borrower to Mirametrix Inc. to permit Mirametrix Inc. to redeem its capital held by the Borrower in an amount equal to such intercompany loan;

(x) Investments pursuant to Permitted Tax Restructurings; and

(y) any Permitted Bond Hedge Transaction, Permitted Forward Transaction and any Permitted Warrant Transaction (and termination or settlement of such transactions in accordance with their terms or unwind of such transactions on customary terms (as determined in good faith by the Borrower)).

For purposes of determining the outstanding amount of any Investment outstanding for purposes of this Section 9.3, such outstanding amount shall be deemed to be the amount of such Investment when made, purchased or acquired (without adjustment for subsequent increases or decreases in the value of such Investment) less any amount realized in respect of such Investment upon the sale, collection or return of capital (not to exceed the original amount invested).

SECTION 9.4 Fundamental Changes. Merge, consolidate, amalgamate or consummate any similar combination with, or consummate any Asset Disposition (including by division) of all or substantially all of its assets (whether in a single transaction or a series of transactions) with, any other Person or liquidate, wind-up or dissolve itself (or suffer any liquidation or dissolution) except:

(a) (i) any Wholly-Owned Subsidiary of the Borrower may be merged, amalgamated or consolidated with or into the Borrower (provided that the Borrower shall be the continuing or surviving entity) and (ii) any Wholly-Owned Subsidiary of the Borrower may be merged, amalgamated or consolidated with or into any Subsidiary Guarantor (provided that the Subsidiary Guarantor shall be the continuing or surviving entity or simultaneously with such transaction, the continuing or surviving entity shall become a Subsidiary Guarantor and the Borrower shall comply with Section 8.13 in connection therewith within the time periods specified therein, in each case, to the extent required to do so);

(b) (i) any Non-Guarantor Subsidiary that is a Foreign Subsidiary may be merged, amalgamated or consolidated with or into, or be liquidated into, any other Non-Guarantor Subsidiary and (ii) any Non-Guarantor Subsidiary that is a Domestic Subsidiary may be merged, amalgamated or consolidated with or into, or be liquidated into, any other Non-Guarantor Subsidiary that is a Domestic Subsidiary;

(c) any Subsidiary may dispose of all or substantially all of its assets (upon voluntary liquidation, dissolution, winding up, division or otherwise) to the Borrower or any Subsidiary Guarantor or any Temporary Non-Guarantor Subsidiary; provided that, with respect to any such disposition by any Non-Guarantor Subsidiary, the consideration for such disposition shall not exceed the fair value of such assets;

(d) (i) any Non-Guarantor Subsidiary that is a Foreign Subsidiary may dispose of all or substantially all of its assets (upon voluntary liquidation, dissolution, winding up, division or otherwise) to any other Non-Guarantor Subsidiary and (ii) any Non-Guarantor Subsidiary that is a Domestic Subsidiary may dispose of all or substantially all of its assets (upon voluntary liquidation, dissolution, winding up or otherwise) to any other Non-Guarantor Subsidiary that is a Domestic Subsidiary (or to its direct equity holder(s) in the case of one Domestic Subsidiary owned directly by a Foreign Subsidiary);

(e) Asset Dispositions permitted by Section 9.5 (other than clause (b) thereof);

(f) any Wholly-Owned Subsidiary of the Borrower may merge, consolidate or amalgamate with or into the Person such Wholly-Owned Subsidiary was formed to acquire in connection with any acquisition permitted hereunder (including the AMI Acquisition and any Permitted Acquisition permitted pursuant to Section 9.3(j)); provided that in the case of any merger with a Wholly-Owned Subsidiary that is a Domestic Subsidiary, (i) a Subsidiary Guarantor shall be the continuing or surviving entity or (ii) simultaneously with such transaction, the continuing or surviving entity shall become a Subsidiary Guarantor and the Borrower shall comply with Section 8.13 in connection therewith;

(g) any Person may merge with or into the Borrower or any of its Wholly-Owned Subsidiaries in connection with any Acquisition permitted pursuant to Section 9.3; provided that (i) in the case of a merger with the Borrower or a Subsidiary Guarantor or any Temporary Non-Guarantor Subsidiary, the continuing or surviving Person shall be the Borrower or such Subsidiary Guarantor or Temporary Non-Guarantor Subsidiary and (ii) the continuing or surviving Person shall be the Borrower or a Wholly-Owned Subsidiary of the Borrower; provided further that the mergers of Alta Merger Sub I, Inc. and Alta Merger Sub II, LLC contemplated by the AMI Acquisition Agreement shall be permitted;

(h) any Subsidiary of the Borrower that is not a Credit Party may be wound up, liquidated or dissolved if the board of directors (or equivalent governing body) of such Subsidiary shall determine in good faith that the continued existence of such Subsidiary is no longer desirable in the conduct of the business of the Borrower and its Subsidiaries, and that the winding up, liquidation or dissolution of such Subsidiary is not disadvantageous in any material respect to the Credit Parties or the Lenders; and

(i) pursuant to Permitted Tax Restructurings.

SECTION 9.5 Asset Dispositions. Make any Asset Disposition except:

(a) the sale of inventory in the ordinary course of business;

(b) any Asset Disposition to or with the Borrower or any Person pursuant to any other transaction permitted pursuant to Section 9.4;

(c) (i) the write-off, discount, sale or other disposition of defaulted or past-due receivables and similar obligations in the ordinary course of business and not undertaken as part of an accounts receivable financing transaction and (ii) the compromise, settlement, release or surrender of a contract, tort or other litigation, claim, arbitration or other dispute;

(d) the disposition, termination or unwinding of any Hedge Agreement, whether pursuant to its terms or otherwise;

(e) dispositions of cash and Cash Equivalents and other Investments permitted under Section 9.3(d);

(f) Asset Dispositions (i) between or among Credit Parties, (ii) by any Non-Guarantor Subsidiary to any Credit Party (provided that in connection with any new transfer, such Credit Party shall not pay more than an amount equal to the fair market value of such assets as determined in good faith by the Borrower at the time of such transfer) and (iii) by any Non-Guarantor Subsidiary to any other Non-Guarantor Subsidiary;

(g) the sale, transfer or other disposition of obsolete, worn-out, surplus or damaged property or assets (including intellectual property) no longer used or useful in the business of the Borrower or any of its Subsidiaries;

(h) the grant of licenses, sublicenses, leases or subleases to other Persons not materially interfering with the conduct of the business of the Borrower and its Subsidiaries, taken as a whole;

(i) Asset Dispositions in connection with Insurance and Condemnation Events;

(j) intercompany Asset Dispositions of goods, property or other assets in connection with transfer pricing, cost-sharing, distribution, marketing, make-sell or similar arrangement of the Borrower and its Subsidiaries so long as (i) such Asset Disposition is made in the ordinary course of business of the Borrower and its Subsidiaries and consistent with past practices of the Borrower and its Subsidiaries and (ii) in the case of any such Asset Disposition by a Credit Party to any Non-Guarantor Subsidiary such Asset Disposition shall be for no less than reasonably equivalent fair market value as reasonably determined by the Borrower in good faith;

(k) the conveyance, sale, transfer or exchange of equipment or real property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such conveyance, sale or transfer are reasonably promptly applied to the purchase price of such replacement property;

(l) Liens permitted by Section 9.2, Investments permitted by Section 9.3 (other than clause (p) thereof), and Restricted Payments permitted under Section 9.6;

(m) the transfer of improvements, additions or alternations in connection with any lease of property;

(n) Asset Dispositions pursuant to a financing transaction permitted by or executed with a transaction effecting a financing permitted under Section 9.1(d);

(o) Asset Dispositions; provided that (i) at the time of such Asset Disposition, no Default or Event of Default shall exist or would result from such Asset Disposition, (ii) such Asset Disposition is made for fair market value and (iii) the aggregate fair market value of all property disposed of in reliance on this clause (o) shall not exceed $40,000,000 in any Fiscal Year; and

(p) Asset Dispositions pursuant to Permitted Tax Restructurings.

SECTION 9.6 Restricted Payments. Declare or make any Restricted Payments; provided that:

(a) (i) the Borrower may make Restricted Payments to any Credit Party, (ii) any Subsidiary of the Borrower may make Restricted Payments to any Credit Party or to any Wholly-Owned Domestic Subsidiary of the Borrower and (iii) any Foreign Subsidiary of the Borrower may make Restricted

Payments to Borrower or any Wholly-Owned Foreign Subsidiary of the Borrower or to any Domestic Subsidiary of the Borrower;

(b) any Non-Wholly-Owned Subsidiary of the Borrower may make Restricted Payments to its shareholders, members or partners generally, so long as the Borrower or its respective Subsidiary which owns the Equity Interest in the Subsidiary making such Restricted Payment receives at least its proportionate share thereof (based upon its relative holding of the Equity Interest in the Subsidiary making such Restricted Payment and taking into account the relative preferences, if any, of the various classes of Equity Interests of such Subsidiary);

(c) the Borrower may redeem, repurchase or otherwise acquire for value outstanding shares of the Borrower Common Stock (or options, warrants or other rights to acquire such Borrower Common Stock) following the death, disability, retirement or termination of employment of officers, directors or employees of the Borrower or any of its Subsidiaries, provided that (x) the aggregate amount of all such redemptions and repurchases pursuant to this Section 9.6(c) shall not exceed $2,500,000 in any Fiscal Year of the Borrower and (y) at the time of any such redemption or repurchase permitted to be made pursuant to this Section 9.6(c), no Default or Event of Default shall then exist or result therefrom;

(d) the Borrower and its Subsidiaries may make Restricted Payments in cash in lieu of issuing fractional shares of Equity Interests of the Borrower or as payments to dissenting stockholders pursuant to applicable law in connection with a transaction permitted by this Agreement;

(e) the Borrower and its Subsidiaries may declare and make Restricted Payments consisting solely of its Qualified Equity Interests otherwise permitted to be issued under this Agreement, whether in connection with a stock split of Borrower Common Stock or otherwise;

(f) the Borrower or any Subsidiary may redeem, retire, purchase or otherwise acquire for value Equity Interests of the Borrower or such Subsidiary (a) in exchange for other Equity Interests of the Borrower or such Subsidiary permitted to be issued under this Agreement, (b) upon the conversion of Qualified Equity Interests or the exercise, exchange or conversion of stock options, warrants or other rights to acquire Equity Interests of the Borrower or such Subsidiary or (c) tendered to the Borrower or such Subsidiary by a holder of Equity Interests of the Borrower or such Subsidiary in settlement of indemnification or similar claims by the Borrower or such Subsidiary against such holder, in each case so long as no cash or other consideration is paid in connection with any such redemption, retirement, purchase or other acquisition for value (unless otherwise independently permitted under another clause of this Section 9.6);

(g) the Borrower may redeem, retire, purchase or otherwise acquire for value Equity Interests tendered by the holder thereof in payment of withholding or other taxes relating to the vesting, delivery, exercise, exchange or conversion of stock options, restricted stock, restricted stock units, warrants or other Equity Interests of the Borrower;

(h) the Borrower may redeem or repurchase, for nominal value, rights issued under any shareholder rights plan;

(i) the Borrower or any Subsidiary may purchase, redeem or otherwise acquire for cash any Equity Interests issued by it so long as (x) no Default or Event of Default exists at the time of such purchase, redemption or acquisition or would result therefrom and (y) the consideration therefor consists solely of proceeds received by the Borrower from a substantially concurrent issuance or sale of its common Equity Interests (including an issuance or sale of shares of its common Equity Interests in connection with the exercise of options or warrants);

(j) the Borrower or its Subsidiaries may pay regularly scheduled Restricted Payments on its Qualified Equity Interests pursuant to the terms thereof solely through the issuance of additional shares of such Qualified Equity Interests (but not in cash); provided that in lieu of issuing additional shares of such Qualified Equity Interests as dividends, the Borrower or such Subsidiary may increase the liquidation preference of the shares of Qualified Equity Interests in respect of which such dividends have accrued;

(k) the Borrower and its Subsidiaries may declare and make Restricted Payments so long as (i) no Default or Event of Default has occurred and is continuing or would result therefrom in the case of a cash dividend (such determination to be made at the time such dividend is declared) and (ii) the Consolidated Total Net Leverage Ratio, calculated on Pro Forma Basis after giving effect to such Restricted Payment and any Indebtedness incurred in connection therewith, does not exceed (A) with respect to any Restricted Payment made on or prior to December 31, 2026, 4.00 to 1.00, (B) with respect to any Restricted Payment made after December 31, 2026 and on or prior to June 30, 2027, 3.50 to 1.00; and (C) with respect to any Restricted Payment made after June 30, 2027, 3.25 to 1.00;

(l) the Borrower and its Subsidiaries may declare and make Restricted Payments not exceeding $40,000,000 in the aggregate in any Fiscal Year; provided that Default or Event of Default shall have occurred and be continuing or would result therefrom;

(m) Restricted Payments pursuant to Permitted Tax Restructurings; and

(n) the Borrower may enter into and perform its obligations under any Permitted Bond Hedge Transaction and Permitted Warrant Transaction and terminate or settle such transactions in accordance with their terms or unwind such transactions on customary terms (as determined in good faith by the Borrower).

Notwithstanding the foregoing, and for the avoidance of doubt, (i) the conversion by holders of (including any payment of cash in respect of the conversion consideration to a holder upon conversion), and any payment or delivery (including without limitation on account of any principal or premium owing on, or any interest due) with respect to, any Permitted Convertible Indebtedness, in each case, in accordance with the terms of the indenture or other instrument governing such Permitted Convertible Indebtedness, shall not constitute a Restricted Payment; and (ii) any required payment (including, without limitation, premium payments or prepayments), whether in cash, securities or other property, with respect to, or as a result of any exercise and settlement or early unwind of, any Permitted Bond Hedge Transaction, Permitted Forward Transaction or Permitted Warrant Transaction, in each case, in accordance with the terms of the agreement governing such Permitted Bond Hedge Transaction, Permitted Forward Transaction or Permitted Warrant Transaction or such early unwind shall not constitute a Restricted Payment.

SECTION 9.7 Transactions with Affiliates. Enter into any transaction, including any purchase, sale, lease or exchange of Property, the rendering of any service or the payment of any management, advisory or similar fees, with any officer, director, holder of any Equity Interests in, or other Affiliate of, the Borrower or any of its Subsidiaries, other than:

(i) transactions permitted by Sections 9.1, 9.3, 9.4, 9.5, and 9.6;

(ii) transactions existing on the Closing Date and described on Schedule 9.7;

(iii) transactions solely among Credit Parties and transactions solely among Non-Guarantor Subsidiaries, in each case, to the extent not otherwise prohibited by this Agreement;

(iv) payment of customary fees, indemnities and reimbursements to non-officer directors of the Borrower and its Subsidiaries;

(v) issuance by the Borrower and its Subsidiaries of Equity Interests not prohibited to be issued under this Agreement;

(vi) entry into, and the making of payments (in cash or awards of Equity Interests of the Borrower permitted to be issued under this Agreement) under, and performance of, employment agreements, employee benefits plans, stock option plans, indemnification provisions, severance agreements and other similar compensatory arrangements (including equity incentive plans and employee benefit plans and arrangements) with officers, employees, consultants and directors of the Borrower and its Subsidiaries in the ordinary course of business;

(vii) payment of management fees, licensing fees and similar fees to any Credit Party;

(viii) transactions among Credit Party and Subsidiaries that are not Credit Parties on terms at least as favorable to the Credit Parties and their respective Subsidiaries as would be obtained by it on a comparable arm's-length transaction with an independent, unrelated third party;

(ix) transactions (or series of related transactions) involving aggregate payments of less than an aggregate amount equal to $1,000,000;

(x) other transactions in the ordinary course of business on terms at least as favorable to the Credit Parties and their respective Subsidiaries as would be obtained by it on a comparable arm's-length transaction with an independent, unrelated third party; and

(xi) transactions pursuant to Permitted Tax Restructurings.

SECTION 9.8 Accounting Changes; Organizational Documents.

(a) Change its Fiscal Year end, or make (without the consent of the Administrative Agent) any material change in its accounting treatment and reporting practices except as required by GAAP or, in connection with the AMI Acquisition, a change of the fiscal year end of the AMI Acquired Company and its Subsidiaries to the Fiscal Year end of the Borrower and its Subsidiaries.

(b) Amend, modify or change its Organizational Documents in any manner that could reasonably be expected to be adverse to the rights or interests of the Lenders in any material respect.

SECTION 9.9 Payments and Modifications of Subordinated Indebtedness.

(a) Amend, modify, waive or supplement (or permit the modification, amendment, waiver or supplement of) any of the terms or provisions of any Subordinated Indebtedness if such amendment, modification, waiver or supplement would materially and adversely affect the rights or interests of the Administrative Agent and Lenders hereunder or would violate the subordination terms thereof or the subordination agreement applicable thereto.

(b) Make any voluntary or optional payment on, or redeem or acquire for value prior to maturity any Subordinated Indebtedness (including, without limitation, by way of depositing with any trustee with respect thereto money or securities before due for the purpose of paying when due) or make any payment in violation of any subordination terms of any Subordinated Indebtedness, except:

(i) in connection with any Permitted Refinancing Indebtedness permitted by Section 9.1 and in compliance with any subordination provisions thereof or the subordination agreement applicable thereto, if any;

(ii) so long as no Default or Event of Default then exists or would be caused thereby, mandatory repayments, repurchases, redemptions or defeasances of Subordinated Indebtedness (in each case, except to the extent prohibited by the subordination terms thereof or the subordination agreement applicable thereto);

(iii) payments and prepayments of any Subordinated Indebtedness made solely with the proceeds of Qualified Equity Interests or any capital contribution in respect of Qualified Equity Interests of Borrower, so long as immediately before and after giving effect to any such payment or prepayment, no Default or Event of Default then exists;

(iv) (A) payments and prepayments of Subordinated Indebtedness as a result of the conversion of all or any portion of such Subordinated Indebtedness into Qualified Equity Interests of Borrower, and (B) payments of interest in respect of Subordinated Indebtedness in the form of payment in kind interest constituting Indebtedness permitted pursuant to Section 9.1;

(v) the payment of interest, expenses and indemnities in respect of Subordinated Indebtedness (except to the extent prohibited by the subordination terms thereof or the subordination agreement applicable thereto);

(vi) payments on intercompany indebtedness permitted pursuant to the Guaranty Agreement; and

(vii) any payments on, or redemptions or acquisitions for value of, any Subordinated Indebtedness so long as (i) no Default or Event of Default has occurred and is continuing or would result therefrom and (ii) the Consolidated Total Net Leverage Ratio, calculated on Pro Forma Basis after giving effect to thereto and any Indebtedness incurred in connection therewith, does not exceed 3.25 to 1.00.

SECTION 9.10 No Further Negative Pledges; Restrictive Agreements.

(a) Enter into, assume or be subject to any agreement prohibiting or otherwise restricting the creation or assumption of any Lien upon its properties or assets, in each case, in favor of the Administrative Agent for the benefit of the Secured Parties, whether now owned or hereafter acquired, except:

(i) pursuant to this Agreement and the other Loan Documents;

(ii) pursuant to any document or instrument governing Indebtedness incurred pursuant to Section 9.1(c), (d) and (m); provided that any such restriction contained therein relates only to the asset or assets financed thereby;

(iii) restrictions contained in the organizational documents of any Non-Guarantor Subsidiary as of the Closing Date;

(iv) restrictions in connection with any Permitted Lien or any document or instrument governing any Permitted Lien; provided that any such restriction contained therein relates only to the asset or assets subject to such Permitted Lien;

(v) restrictions by reason of customary provisions contained in leases, licenses, joint venture agreements, asset sale agreements, stock sale agreements and similar agreements entered into to the extent entry into such leases, licenses, or agreements is not otherwise prohibited hereunder; provided that such restrictions are limited to the property or assets secured by such Liens or the property or assets subject to such leases, licenses, joint venture agreements, asset sale agreements, stock sale agreements or similar agreements, as the case may be;

(vi) restrictions existing with respect to any Person or the property or assets of such Person acquired by the Borrower or any of its Subsidiaries in compliance with this Agreement and existing at the time of such acquisition and not incurred in contemplation thereof, which encumbrances or restrictions are not applicable to any Person or the property or assets of any Person other than such Person or the property or assets of such Person so acquired;

(vii) customary restrictions contained in an agreement related to the sale of Property (to the extent such sale is permitted pursuant to Section 9.5) that limit the transfer of such Property pending the consummation of such sale;

(viii) restrictions applicable to any Non-Wholly-Owned Subsidiary existing at the time of the acquisition thereof as a result of an Investment pursuant to Section 9.3; provided that the restrictions applicable to such Non-Wholly-Owned Subsidiary are not made more burdensome, from the perspective of the Borrower and its Subsidiaries, than those as in effect immediately before giving effect to the consummation of the respective Investment;

(ix) encumbrances or restrictions on cash or other deposits or net worth imposed by customers under agreements entered into in the ordinary course of business;

(x) restrictions with respect to or imposed pursuant to an agreement that has been entered into for the sale or disposition not prohibited by this Agreement, including any restrictions with respect to a Subsidiary of the Borrower pursuant to an agreement that has been entered into for the sale or disposition of any of the Equity Interests or assets of such Subsidiary;

(xi) restrictions under any subordination or intercreditor agreement reasonably acceptable to the Administrative Agent with respect to Indebtedness permitted under Section 9.1; and

(xii) restrictions imposed by reason of any Applicable Law, rule, regulation or order or required by any Governmental Authority having jurisdiction over the Borrower or any Subsidiary (the foregoing clauses (i) through (xii), "Permitted Negative Pledges").

(b) Create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Credit Party or any Subsidiary thereof to (i) pay dividends or make any other distributions to any Credit Party or any Subsidiary on its Equity Interests or with respect to any other interest or participation in, or measured by, its profits, (ii) pay any Indebtedness or other obligation owed to any Credit Party, (iii) make loans or advances to any Credit Party, or (iv) sell, lease or transfer any of its properties or assets to any Credit Party, except in each case for such encumbrances or restrictions existing under or by reason of:

(A) any Permitted Negative Pledge;

(B) customary restrictions in leases, licenses and other contracts in the ordinary course of business restricting the assignment, sublicensing or subletting thereof or granting Liens on the leased property;

(C) encumbrances or restrictions on cash or other deposits or net worth imposed by customers under agreements entered into in the ordinary course of business; and

(D) restrictions that are or were created by virtue of any transfer of, agreement to transfer or option or right with respect to any property, assets or Equity Interests not otherwise prohibited under this Agreement.

SECTION 9.11 Nature of Business. Engage in any business other than the businesses conducted by the Borrower and its Subsidiaries as of the Closing Date and business activities reasonably related, ancillary or complementary thereto or that are reasonable extensions thereof.

SECTION 9.12 Financial Covenants.

(a) Consolidated Total Net Leverage Ratio. As of the last day of any fiscal quarter ending during the periods specified below (which dates shall be deemed to correspond to the fiscal quarter ending on or about such applicable date), permit the Consolidated Total Net Leverage Ratio to be greater than the corresponding ratio set forth below:

Period	Maximum Ratio
June 30, 2026 through March 31, 2027	4.00 to 1.00
June 30, 2027 and thereafter	3.50 to 1.00

Notwithstanding the foregoing, in connection with any Permitted Acquisition occurring after June 30, 2027 having aggregate cash consideration (including cash, Cash Equivalents and other deferred payment obligations) in excess of $75,000,000 (each, a "Material Acquisition"), the Borrower may, at its election, in connection with such Material Acquisition and upon prior written notice to the Administrative Agent, increase the required Consolidated Total Net Leverage Ratio pursuant to this Section 9.12(a) to 4.00 to 1.00 (each, a "Leverage Ratio Increase"), which such Leverage Ratio Increase shall be applicable (i) with respect to a Material Acquisition that is not a Limited Condition Acquisition, for the fiscal quarter in which such Material Acquisition is consummated and the three (3) consecutive quarterly test periods thereafter or (ii) with respect to a Material Acquisition that is a Limited Condition Acquisition, for purposes of determining compliance on a Pro Forma Basis with this Section 9.12(a) on the LCA Test Date, for the fiscal quarter in which such Material Acquisition is consummated and for the three (3) consecutive quarterly test periods after which such Material Acquisition is consummated; provided that (x) such increase shall apply solely with respect to compliance with this Section 9.12(a) and any determination of the Consolidated Total Net Leverage Ratio for purposes of the definition of Permitted Acquisition and any incurrence test with respect to any Indebtedness used to finance a Permitted Acquisition and shall not apply to any other incurrence test set forth in this Agreement, (y) there shall be at least two (2) full fiscal quarters following the cessation of each such Leverage Ratio Increase during which no Leverage Ratio Increase shall then be in effect and (z) the Borrower may not elect more than two Leverage Ratio Increases during the term of this Agreement.

(b) Consolidated Interest Coverage Ratio. As of the last day of any fiscal quarter ending after the Closing Date, permit the Consolidated Interest Coverage Ratio to be less than 3.00 to 1.00.

SECTION 9.13 Limitations Regarding Outbound Investment Rules. (a) With respect to each Credit Party, be or become a "covered foreign person", as that term is defined in the Outbound Investment Rules, or (b) engage, directly or indirectly, in (i) a "prohibited transaction", as such term is defined in the Outbound Investment Rules, (ii) a "notifiable transaction", as the term is defined in the Outbound Investment Rules, unless the Borrower provides written notice to the Administrative Agent and submits a notification to the U.S. Department of the Treasury in compliance with the Outbound Investment Rules, or (iii) any other activity that would cause the Administrative Agent or the Lenders to be in violation of the Outbound Investment Rules or cause the Administrative Agent or the Lenders to be legally prohibited by the Outbound Investment Rules from performing under this Agreement.

ARTICLE X

DEFAULT AND REMEDIES

SECTION 10.1 Events of Default. Each of the following shall constitute an Event of Default:

(a) Default in Payment of Principal of Loans and Reimbursement Obligations. The Borrower or any other Credit Party shall default in any payment of principal of any Loan or Reimbursement Obligation when and as due (whether at maturity, by reason of acceleration or otherwise) or fail to provide Cash Collateral pursuant to Section 2.4(b), Section 2.5(b), Section 5.14 or Section 5.15(a)(v).

(b) Other Payment Default. The Borrower or any other Credit Party shall default in the payment when and as due (whether at maturity, by reason of acceleration or otherwise) of interest on any Loan or Reimbursement Obligation or the payment of any other Obligation, and such default shall continue for a period of five (5) Business Days.

(c) Misrepresentation. Any representation or warranty made or deemed made by or on behalf of any Credit Party or any Subsidiary thereof in this Agreement, in any other Loan Document, or in any document delivered in connection herewith or therewith that is subject to materiality or Material Adverse Effect qualifications, shall be incorrect or misleading in any respect when made or deemed made or any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Credit Party or any Subsidiary thereof in this Agreement, in any other Loan Document, or in any document delivered in connection herewith or therewith that is not subject to materiality or Material Adverse Effect qualifications, shall be incorrect or misleading in any material respect when made or deemed made.

(d) Default in Performance of Certain Covenants. Any Credit Party or any Subsidiary thereof shall default in the performance or observance of any covenant or agreement contained in Sections 8.1(a) or (b), 8.2(a), 8.3(a), 8.4 (as it relates to the Borrower), 8.12, 8.13, 8.14, 8.15 or 8.17 or Article IX.

(e) Default in Performance of Other Covenants and Conditions. Any Credit Party or any Subsidiary thereof shall default in the performance or observance of any term, covenant, condition or agreement contained in this Agreement (other than as specifically provided for in this Section 10.1) or any other Loan Document and such default shall continue for a period of thirty (30) days after the earlier of (i) the Administrative Agent's delivery of written notice thereof to the Borrower and (ii) a Responsible Officer of any Credit Party having obtained knowledge thereof.

(f) Indebtedness Cross-Default. Any Credit Party or any Subsidiary thereof shall (i) default in the payment of any Indebtedness (other than the Loans or any Reimbursement Obligation) the aggregate outstanding principal amount, or with respect to any Hedge Agreement, the Hedge Termination Value of which is in excess of the Threshold Amount, beyond the period of grace if any, provided in the instrument or agreement under which such Indebtedness was created, or (ii) default in the observance or performance of any other agreement or condition relating to any Indebtedness (other than the Loans or any Reimbursement Obligation) the aggregate outstanding principal amount, or with respect to any Hedge Agreement, the Hedge Termination Value of which is in excess of the Threshold Amount, or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, 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, with the giving of notice and/or lapse of time, if required, 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 (any applicable grace period having expired) (other than (x) any event that permits holders of any Permitted Convertible Indebtedness to convert or exchange such Indebtedness or (y) the conversion or exchange of any Permitted Convertible Indebtedness, in either case, into common stock of the Borrower (or other securities or property following a merger event, reclassification or other change of the common stock of the Borrower), cash or a combination thereof); provided, that, none of the following shall constitute an Event of Default: (A) the occurrence of an event or condition entitling holders of Indebtedness of the Borrower to convert such Indebtedness to Qualified Equity Interests of the Borrower, cash or combination thereof (or other securities or property following a merger event, reclassification or other change of the common stock of the Borrower) (or to settle any Permitted Bond Hedge Transaction, Permitted Forward Transaction or Permitted Warrant Transaction), (B) any early payment requirement or unwinding or termination with respect to any Hedge Agreement, Permitted Bond Hedge Transaction, Permitted Forward Transaction or Permitted Warrant Transaction, or satisfaction of any condition giving rise to or permitting the foregoing, in accordance with the terms thereof, so long as, in any such case, neither Borrower nor any of its Subsidiaries is the "defaulting party" (or substantially equivalent term) under the terms of such Hedge Agreement, Permitted Bond Hedge Transaction, Permitted Forward Transaction or Permitted Warrant Transaction, as applicable, (C) the coming due of any secured Indebtedness as a result of any Asset Disposition permitted pursuant to Section 9.5 of the assets securing such Indebtedness, or (D) voluntary repurchases, defeasances, redemptions, prepayments, tender offers or calls of Indebtedness permitted under this Agreement.

(g) Change in Control. Any Change in Control shall occur.

(h) Voluntary Bankruptcy Proceeding. Any Credit Party or any Subsidiary thereof shall (i) commence a voluntary case under any Debtor Relief Laws, (ii) file a petition seeking to take advantage of any Debtor Relief Laws, (iii) consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under any Debtor Relief Laws, (iv) apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic or foreign, (v) admit in writing its inability to pay its debts as they become due, (vi) make a general assignment for the benefit of creditors, or

(vii) take any corporate action for the purpose of authorizing any of the foregoing; provided that all references to Subsidiaries in this clause (h) shall exclude Immaterial Subsidiaries.

(i) Involuntary Bankruptcy Proceeding. A case or other proceeding shall be commenced against any Credit Party or any Subsidiary thereof in any court of competent jurisdiction seeking (i) relief under any Debtor Relief Laws, or (ii) the appointment of a trustee, receiver, custodian, liquidator or the like for any Credit Party or any Subsidiary thereof or for all or any substantial part of its assets, domestic or foreign, and such case or proceeding shall continue without dismissal or stay for a period of sixty (60) consecutive days, or an order granting the relief requested in such case or proceeding under such Debtor Relief Laws shall be entered; provided that all references to Subsidiaries in this clause (i) shall exclude Immaterial Subsidiaries.

(j) Failure of Agreements. Any material provision of this Agreement or any provision of any other Loan Document shall for any reason cease to be valid and binding on any Credit Party or any Subsidiary thereof party thereto or any such Person shall so state or assert in writing, or any Security Document shall for any reason cease (or any Credit Party or any Subsidiary thereof shall assert in writing such cessation) to create a valid and perfected first priority Lien (subject to Permitted Liens) on, or security interest in, a material portion of the Collateral purported to be covered thereby, in each case other than in accordance with the express terms hereof or thereof or by virtue of any action or inaction of the Administrative Agent.

(k) ERISA Events. The occurrence of any of the following events: (i) any Credit Party or any ERISA Affiliate fails to make full payment when due of all amounts which, under the provisions of any Pension Plan or Sections 412 or 430 of the Code, any Credit Party or any ERISA Affiliate is required to pay as contributions thereto, (ii) a Termination Event or (iii) any Credit Party or any ERISA Affiliate as employers under one or more Multiemployer Plans makes a complete or partial withdrawal from any such Multiemployer Plan and the plan sponsor of such Multiemployer Plans notifies such withdrawing employer that such employer has incurred a withdrawal liability and the liability of any or all of the Borrower, any Subsidiary of the Borrower and the ERISA Affiliates contemplated by clauses (i), (ii) and (iii) either individually or in the aggregate, has had or could be reasonably expected to have, a Material Adverse Effect.

(l) Judgment. One or more judgments, orders or decrees shall be entered against any Credit Party or any Subsidiary thereof by any court and continues without having been discharged, vacated, bonded or stayed for a period of thirty (30) consecutive days after the entry thereof and such judgments, orders or decrees are for the payment of money, individually or in the aggregate (to the extent not paid or covered by insurance as to which the relevant insurance company has been notified in writing of the claim and has not disputed coverage), in excess of the Threshold Amount.

SECTION 10.2 Remedies. Upon the occurrence and during the continuance of an Event of Default, with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower:

(a) Acceleration; Termination of Credit Facility. Terminate the Commitments and declare the principal of and interest on the Loans and the Reimbursement Obligations at the time outstanding, and all other amounts owed to the Lenders and to the Administrative Agent under this Agreement or any of the other Loan Documents (including all L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented or shall be entitled to present the documents required thereunder) and all other Obligations, to be forthwith due and payable, whereupon the same shall immediately become due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived by each Credit Party, to the fullest extent permitted by Applicable Law, anything in this Agreement or the other Loan Documents to the contrary notwithstanding, and terminate the Credit Facility and any right of the Borrower to request borrowings or Letters of Credit thereunder; provided, that upon the occurrence of an Event of Default specified in Section 10.1(h) or (i), the Credit Facility shall be automatically terminated and all Obligations shall automatically become due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived by each Credit Party, to the fullest extent permitted by Applicable Law, anything in this Agreement or in any other Loan Document to the contrary notwithstanding.

(b) Letters of Credit. With respect to all Letters of Credit with respect to which presentment for honor shall not have occurred at the time of an acceleration pursuant to the preceding paragraph, demand that the Borrower shall at such time deposit in a Cash Collateral account opened by the Administrative Agent an amount equal to the Minimum Collateral Amount of the aggregate then undrawn and unexpired amount of such Letter of Credit; provided that upon the occurrence of an Event of Default specified in Section 10.1(h) or (i), the Borrower shall be required to so deposit Cash Collateral automatically without demand. Amounts held in such Cash Collateral account shall be applied by the Administrative Agent to the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after all such Letters of Credit shall have expired or been fully drawn upon, if any, shall be applied to repay the other Secured Obligations in accordance with Section 10.4. After all such Letters of Credit shall have expired or been fully drawn upon, the Reimbursement Obligation shall have been satisfied and all other Secured Obligations shall have been paid in full, the balance, if any, in such Cash Collateral account shall be returned to the Borrower.

(c) General Remedies. Exercise on behalf of the Secured Parties all of its other rights and remedies under this Agreement, the other Loan Documents and Applicable Law, in order to satisfy all of the Secured Obligations.

(d) Certainty of Delayed Draw Term Loan Funds. This Section 10.2 and the exercise of remedies under this Agreement and the other Loan Documents, in each case solely with respect to the Delayed Draw Term Loan prior to the Delayed Draw Commitment Termination Date, are qualified in their entirety by Section 6.3 of this Agreement.

SECTION 10.3 Rights and Remedies Cumulative; Non-Waiver; etc.

(a) The enumeration of the rights and remedies of the Administrative Agent and the Lenders set forth in this Agreement is not intended to be exhaustive and the exercise by the Administrative Agent and the Lenders of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be cumulative, and shall be in addition to any other right or remedy given hereunder or under the other Loan Documents or that may now or hereafter exist at law or in equity or by suit or otherwise. No delay or failure to take action on the part of the Administrative Agent or any Lender in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege or shall be construed to be a waiver of any Event of Default. No course of dealing between the Borrower, the Administrative Agent and the Lenders or their respective agents or employees shall be effective to change, modify or discharge any provision of this Agreement or any of the other Loan Documents or to constitute a waiver of any Event of Default.

(b) Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Credit Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 10.2 for the benefit of all the Lenders and the Issuing Lenders; provided that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents,

(b) any Issuing Lender or the Swingline Lender from exercising the rights and remedies that inure to its benefit (solely in its capacity as an Issuing Lender or Swingline Lender, as the case may be) hereunder and under the other Loan Documents, (c) any Lender from exercising setoff rights in accordance with Section 12.4 (subject to the terms of Section 5.6), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Credit Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 10.2 and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 5.6, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

SECTION 10.4 Crediting of Payments and Proceeds. In the event that the Obligations have been accelerated pursuant to Section 10.2 or the Administrative Agent or any Lender has exercised any remedy set forth in this Agreement or any other Loan Document, all payments received on account of the Secured Obligations and all net proceeds from the enforcement of the Secured Obligations shall, subject to the provisions of Sections 5.14 and 5.15, be applied by the Administrative Agent as follows:

First, to payment of that portion of the Secured Obligations constituting fees, indemnities, expenses and other amounts, including attorney fees, payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Secured Obligations constituting fees (other than Commitment Fees, Letter of Credit fees payable to the Revolving Credit Lenders and DDTL Commitment Fees), indemnities and other amounts (other than principal and interest) payable to the Lenders, the Issuing Lenders and the Swingline Lender under the Loan Documents, including attorney fees, ratably among the Lenders, the Issuing Lenders and the Swingline Lender in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Secured Obligations constituting accrued and unpaid Commitment Fees, DDTL Commitment Fees, Letter of Credit fees payable to the Revolving Credit Lenders and interest on the Loans and Reimbursement Obligations, ratably among the Lenders, the Issuing Lenders and the Swingline Lender in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Secured Obligations constituting unpaid principal of the Loans and Reimbursement Obligations and Secured Hedge Obligations and Secured Cash Management Obligations then owing and to Cash Collateralize any L/C Obligations then outstanding, ratably among the holders of such obligations in proportion to the respective amounts described in this clause Fourth payable to them; and

Last, the balance, if any, after all of the Secured Obligations have been paid in full, to the Borrower or as otherwise required by Applicable Law.

Notwithstanding the foregoing, Secured Cash Management Obligations and Secured Hedge Obligations shall be excluded from the application described above if the Administrative Agent has not received written notice thereof, together with such supporting documentation as the Administrative Agent may request, from the applicable holders thereof following such acceleration or exercise of remedies and at least three (3) Business Days prior to the application of the proceeds thereof. Each holder of Secured Cash Management Obligations or Secured Hedge Obligations not a party to this Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of Article XI for itself and its Affiliates as if a "Lender" party hereto.

SECTION 10.5 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Credit Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on any Credit Party) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Secured Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the Issuing Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the Issuing Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the Issuing Lenders and the Administrative Agent under Sections 3.3, 5.3 and 12.3) allowed in such judicial proceeding; and

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

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and each Issuing Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the Issuing Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 3.3, 5.3 and 12.3.

SECTION 10.6 Credit Bidding.

(a) The Administrative Agent, on behalf of itself and the Secured Parties, shall have the right, exercisable at the discretion of the Required Lenders, to credit bid and purchase for the benefit of the Administrative Agent and the Secured Parties all or any portion of Collateral at any sale thereof conducted by the Administrative Agent under the provisions of the UCC, including pursuant to Sections 9-610 or 9-620 of the UCC, at any sale thereof conducted under the provisions of the United States Bankruptcy Code, including Section 363 thereof, or a sale under a plan of reorganization, or at any other sale or foreclosure conducted by the Administrative Agent (whether by judicial action or otherwise) in accordance with Applicable Law. Such credit bid or purchase may be completed through one or more acquisition vehicles formed by the Administrative Agent to make such credit bid or purchase and, in connection therewith, the Administrative Agent is authorized, on behalf of itself and the other Secured Parties, to adopt documents providing for the governance of the acquisition vehicle or vehicles, and assign the applicable Secured Obligations to any such acquisition vehicle in exchange for Equity Interests and/or debt issued by the applicable acquisition vehicle (which shall be deemed to be held for the ratable account of the applicable Secured Parties on the basis of the Secured Obligations so assigned by each Secured Party); provided that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or Equity Interests thereof, shall be governed, directly or indirectly, by the vote of the Required Lenders, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 12.2.

(b) Each Lender hereby agrees, on behalf of itself and each of its Affiliates that is a Secured Party, that, except as otherwise provided in any Loan Document or with the written consent of the Administrative Agent and the Required Lenders, it will not take any enforcement action, accelerate obligations under any of the Loan Documents, or exercise any right that it might otherwise have under Applicable Law to credit bid at foreclosure sales, UCC sales or other similar dispositions of Collateral.

ARTICLE XI

THE ADMINISTRATIVE AGENT

SECTION 11.1 Appointment and Authority.

(a) Each of the Lenders and each Issuing Lender hereby irrevocably appoints Wells Fargo to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. Except as provided in Sections 11.6 and 11.9 the provisions of this Article are solely for the benefit of the Administrative Agent, the Arrangers, the Lenders, the Issuing Lenders and their respective Related Parties, and neither the Borrower nor any Subsidiary thereof shall have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any Applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

(b) The Administrative Agent shall also act as the "collateral agent" under the Loan Documents, and each of the Lenders (including each holder of Secured Hedge Obligations and Secured Cash Management Obligations) and the Issuing Lenders hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender and such Issuing Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Credit Parties to secure any of the Secured Obligations, together with such powers and discretion as are reasonably incidental thereto (including to enter into additional Loan Documents or supplements to existing Loan Documents on behalf of the Secured Parties). In this connection, the Administrative Agent, as "collateral agent" and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to this Article XI for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent, shall be entitled to the benefits of all provisions of Articles XI and XII (including Section 12.3, as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents) as if set forth in full herein with respect thereto.

(c) The provisions of this Article and each party's rights and obligations hereunder shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, the termination of Commitments or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

SECTION 11.2 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of banking, trust, financial advisory, underwriting capital markets or other business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders or to provide notice to or consent of the Lenders with respect thereto.

SECTION 11.3 Exculpatory Provisions.

(a) The Administrative Agent, the Arranger and their respective Related Parties shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder and thereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent, the Arranger and their respective Related Parties:

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

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or Applicable Law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(iii) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, to any Lender, any Issuing Lender or any other Person, any credit or other information relating concerning the business, prospects, operations, properties, assets, financial or other condition or creditworthiness of the Borrower or any of its Subsidiaries or Affiliates that is communicated to, obtained by or otherwise in the possession of the Person serving as the Administrative Agent, the Arranger or their respective Related Parties in any capacity, except for notices, reports and other documents that are required to be furnished by the Administrative Agent to the Lenders pursuant to the express provisions of this Agreement; and

(iv) shall not be required to account to any Lender or any Issuing Lender for any sum or profit received by the Administrative Agent for its own account.

(b) The Administrative Agent, the Arranger and their respective Related Parties shall not be liable for any action taken or not taken by it under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby or thereby (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 12.2 and Section 10.2) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final non-appealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default or Event of Default unless and until notice describing such Default or Event of Default and indicating that such notice is a "Notice of Default" is given to the Administrative Agent by the Borrower, a Lender or an Issuing Lender.

(c) The Administrative Agent, the Arranger and their respective Related Parties shall not be responsible for or have any duty or obligations to any Lender or Participant or any other Person to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith (including any report provided to it by an Issuing Lender pursuant to Section 3.9), (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or the creation, perfection or priority of any Lien purported to be created by the Security Documents, (v) the value or the sufficiency of any Collateral, (vi) the satisfaction of any condition set forth in Article VI or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent or (vii) the utilization of any Issuing Lender's L/C Commitment (it being understood and agreed that each Issuing Lender shall monitor compliance with its own L/C Commitment without any further action by the Administrative Agent).

SECTION 11.4 Reliance by the Administrative Agent. The Administrative Agent shall be entitled to rely upon, shall be fully protected in relying and shall not incur any liability for relying or acting upon, any notice, request, certificate, consent, Communication, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall be fully protected in relying or acting upon such statement or Communication and shall not incur any liability for relying or acting thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or an Issuing Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender or such Issuing Lender unless the Administrative Agent shall have received notice to the contrary from such Lender or such Issuing Lender prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. Each Lender or Issuing Lender that has signed this Agreement or a signature page to an Assignment and Assumption or any other Loan Document pursuant to which it is to become a Lender or Issuing Lender hereunder shall be deemed to have consented to, approved and accepted and shall deemed satisfied with each document or other matter required thereunder to be consented to, approved or accepted by such Lender or Issuing Lender or that is to be acceptable or satisfactory to such Lender or Issuing Lender.

SECTION 11.5 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the Credit Facility as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

SECTION 11.6 Resignation of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders, the Issuing Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower and subject to the consent (not to be unreasonably withheld or delayed) of the Borrower (provided no Event of Default has occurred and is continuing at the time of such resignation), to appoint a successor, which shall be a bank or financial institution reasonably experienced in serving as administrative agent on syndicated bank facilities with an office in the United States, or an Affiliate of any such bank or financial institution with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders and the Issuing Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that in no event shall any such successor Administrative Agent be a Defaulting Lender. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by Applicable Law, by notice in writing to the Borrower and such Person, remove such Person as Administrative Agent and, in consultation with the Borrower, appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days (or such earlier day as shall be agreed by the Required Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable), (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders or the Issuing Lenders under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (ii) except for any indemnity payments or other amounts then owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and each Issuing Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Administrative Agent (other than any rights to indemnity payments or other amounts owed to the retiring or removed Administrative Agent as of the Resignation Effective Date or the Removal Effective Date, as applicable), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Section 12.3 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent or relating to its duties as Administrative Agent that are carried out following its retirement or removal, including, without limitation, any actions taken with respect to acting as collateral agent or otherwise holding any Collateral on behalf of any of the Secured Parties or in respect of any actions taken in connection with the transfer of agency to a replacement or successor Administrative Agent.

(d) Any resignation by, or removal of, Wells Fargo as Administrative Agent pursuant to this Section shall also constitute its resignation as an Issuing Lender and Swingline Lender. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, (i) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Issuing Lender, if in its sole discretion it elects to, and Swingline Lender, (ii) the retiring Issuing Lender and Swingline Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (iii) the successor Issuing Lender, if in its sole discretion it elects to, shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring Issuing Lender to effectively assume the obligations of the retiring Issuing Lender with respect to such Letters of Credit.

SECTION 11.7 Non-Reliance on Administrative Agent and Other Lenders. Each Lender and each Issuing Lender expressly acknowledges that none of the Administrative Agent, the Arranger or any of their respective Related Parties has made any representations or warranties to it and that no act taken or failure to act by the Administrative Agent, the Arranger or any of their respective Related Parties, including any consent to, and acceptance of any assignment or review of the affairs of the Borrower and its Subsidiaries or Affiliates shall be deemed to constitute a representation or warranty of the Administrative Agent, the Arranger or any of their respective Related Parties to any Lender, any Issuing Lender or any other Secured Party as to any matter, including whether the Administrative Agent, the Arranger or any of their respective Related Parties have disclosed material information in their (or their respective Related Parties') possession. Each Lender and each Issuing Lender expressly acknowledges, represents and warrants to the Administrative Agent and the Arranger that (a) the Loan Documents set forth the terms of a commercial lending facility, (b) it is engaged in making, acquiring, purchasing or holding commercial loans in the ordinary course and is entering into this Agreement and the other Loan Documents to which it is a party as a Lender for the purpose of making, acquiring, purchasing and/or holding the commercial loans set forth herein as may be applicable to it, and not for the purpose of investing in the general performance or operations of any Credit Party or its Subsidiaries or Affiliates or for the purpose of making, acquiring, purchasing or holding any other type of financial instrument such as a security, (c) it is sophisticated with respect to decisions to make, acquire, purchase or hold the commercial loans applicable to it and to provide the other facilities applicable to it as set forth herein and either it or the Person exercising discretion in making its decisions to make, acquire, purchase or hold such commercial loans or to provide such other facilities is, in each case, experienced in making, acquiring, purchasing or holding commercial loans or providing such other facilities, (d) it has, independently and without reliance upon the Administrative Agent, the Arranger, any other Lender or any of their respective Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and appraisal of, and investigations into, the business, prospects, operations, property, assets, liabilities, financial and other condition and creditworthiness of the Borrower and its Subsidiaries, all applicable bank or other regulatory Applicable Laws relating to the Transactions and the transactions contemplated by this Agreement and the other Loan Documents, (e) it has made its own independent decision to enter into this Agreement and the other Loan Documents to which it is a party and to extend credit hereunder and thereunder and (f) it has all licenses, permits and approvals necessary for use of the reference rates referred to herein that are applicable to the Loans and other extensions of credit required to be made by it hereunder and it will take all actions necessary to comply, preserve, renew and keep in full force and effect any such licenses, permits and approvals. Each Lender and each Issuing Lender also acknowledges and agrees that (i) it will, independently and without reliance upon the Administrative Agent, the Arranger or any other Lender or any of their respective Related Parties (A) continue to make its own credit analysis, appraisals and decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder based on such documents and information as it shall from time to time deem appropriate and its own independent investigations and (B) continue to make such investigations and inquiries as it deems necessary to inform itself as to the Borrower and its Subsidiaries and (ii) it will not assert any claim under any federal or state securities law or otherwise in contravention of this Section 11.7.

SECTION 11.8 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the global coordinators, syndication agents, documentation agents, co-agents, arrangers or bookrunners listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or an Issuing Lender hereunder, but each such Person shall have the benefit of the indemnities and exculpatory provisions hereof.

SECTION 11.9 Collateral and Guaranty Matters.

(a) Each of the Lenders (including in its or any of its Affiliate's capacities as a holder of Secured Hedge Obligations and Secured Cash Management Obligations) irrevocably authorize the Administrative Agent, at its option and in its discretion:

(i) to release any Lien on any Collateral granted to or held by the Administrative Agent, for the ratable benefit of the Secured Parties, under any Loan Document (A) upon the termination of the Commitments and payment in full of all Secured Obligations (other than (1) contingent indemnification obligations and expense reimbursement obligations not then due and payable and (2) Secured Cash Management Obligations or Secured Hedge Obligations) and the expiration or termination of all Letters of Credit (other than Letters of Credit which have been Cash Collateralized or as to which other arrangements satisfactory to the Administrative Agent and the applicable Issuing Lender shall have been made), (B) that is sold or otherwise disposed of or to be sold or otherwise disposed of as part of or in connection with any sale or other disposition to a Person other than a Credit Party permitted under the Loan Documents, as certified by the Borrower, or (C) if approved, authorized or ratified in writing by the Required Lenders in accordance with Section 12.2; provided that any release of all or substantially of the Collateral shall be subject to Section 12.2(j);

(ii) to subordinate any Lien on any Collateral granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien permitted pursuant to Section 9.2(h) or (i); provided that the subordination of all or substantially all of the Collateral shall be subject to Section 12.2(j);

(iii) to release any Subsidiary Guarantor from its obligations under any Loan Documents if such Person ceases to be a Subsidiary as a result of a transaction permitted under the Loan Documents, as certified by the Borrower; provided that the release of Subsidiary Guarantors comprising substantially all of the credit support for the Secured Obligations shall be subject to Section 12.2(i);

(iv) to negotiate, execute, deliver, and otherwise execute and perform such security and guaranty documentation and related actions to the extent contemplated by Section 8.13(e); and

(v) to otherwise comply with the release and termination provisions in any Security Documents.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Subsidiary Guarantor from its obligations under the Guaranty Agreement pursuant to this Section 11.9. In each case as specified in this Section 11.9, the Administrative Agent will, at the Borrower's expense, promptly execute and deliver to the applicable Credit Party such documents as such Credit Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Security Documents or to subordinate its interest in such item, or to release such Subsidiary Guarantor from its obligations under the Guaranty Agreement, in each case in accordance with the terms of the Loan Documents and this Section 11.9. In the case of any such sale, transfer or disposal of any property constituting Collateral in a transaction constituting an Asset Disposition permitted pursuant to Section 9.5 to a Person other than a Credit Party, the Liens created by any of the Security Documents on such property shall be automatically released without need for further action by any person.

(b) The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by any Credit Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

SECTION 11.10 Secured Hedge Obligations and Secured Cash Management Obligations. No holder of any Secured Hedge Obligations or Secured Cash Management Obligations that obtains the benefits of Section 10.4 or any Collateral by virtue of the provisions hereof or of any Security 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 Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral), or to notice of or to consent to any amendment, waiver or modification of the provisions hereof or of any Guarantee or any Security Document, other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. The Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Secured Hedge Obligations and Secured Cash Management Obligations.

SECTION 11.11 Erroneous Payments.

(a) Each Lender, each Issuing Lender, each other Secured Party and any other party hereto hereby severally agrees that if (i) the Administrative Agent notifies (which such notice shall be conclusive absent manifest error) such Lender or Issuing Lender or any other Secured Party (or the Affiliate of a Secured Party) or any other Person that has received funds from the Administrative Agent or any of its Affiliates, either for its own account or on behalf of a Lender, Issuing Lender or other Secured Party (each such recipient, a "Payment Recipient") that the Administrative Agent has determined in its sole discretion that any funds received by such Payment Recipient were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) or (ii) any Payment Recipient receives any payment from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, as applicable, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, as applicable, or (z) that such Payment Recipient otherwise becomes aware was transmitted or received in error or by mistake (in whole or in part) then, in each case, an error in payment shall be presumed to have been made (any such amounts specified in clauses (i) or (ii) of this Section 11.11(a), whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise; individually and collectively, an "Erroneous Payment"), then, in each case, such Payment Recipient is deemed to have knowledge of such error at the time of its receipt of such Erroneous Payment; provided that nothing in this Section shall require the Administrative Agent to provide any of the notices specified in clauses (i) or (ii) above. Each Payment Recipient agrees that it shall not assert any right or claim to any Erroneous Payment, and hereby waives 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 Payments, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(b) Without limiting the immediately preceding clause (a), each Payment Recipient agrees that, in the case of clause (a)(ii) above, it shall promptly notify the Administrative Agent in writing of such occurrence.

(c) In the case of either clause (a)(i) or (a)(ii) above, such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and upon demand from the Administrative Agent such Payment Recipient shall (or, shall cause any Person who received any portion of an Erroneous Payment on its behalf to), promptly, but in all events no later than one Business Day thereafter, 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 and in the currency so received, together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with immediately preceding clause (c), from any Lender that is a Payment Recipient or an Affiliate of a Payment Recipient (such unrecovered amount as to such Lender, an "Erroneous Payment Return Deficiency"), then at the sole discretion of the Administrative Agent and upon the Administrative Agent's written notice to such Lender (i) such Lender shall be deemed to have made a cashless assignment of the full face amount of the portion of its Loans (but not its Commitments) of the relevant class with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Class") to the Administrative Agent or, at the option of the Administrative Agent, the Administrative Agent's applicable lending affiliate in an amount that is 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") plus any accrued and unpaid interest on such assigned amount, without further consent or approval of any party hereto and without any payment by the Administrative Agent or its applicable lending affiliate as the assignee of such Erroneous Payment Deficiency Assignment. The parties hereto acknowledge and agree that (1) any assignment contemplated in this clause (d) shall be made without any requirement for any payment or other consideration paid by the applicable assignee or received by the assignor, (2) the provisions of this clause (d) shall govern in the event of any conflict with the terms and conditions of Section 12.9 and (3) the Administrative Agent may reflect such assignments in the Register without further consent or action by any other Person.

(e) Each party hereto hereby agrees that (x) in the event 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 (1) shall be subrogated to all the rights of such Payment Recipient with respect to such amount and (2) is authorized to set off, net and apply any and all amounts at any time owing to such Payment Recipient under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Payment Recipient from any source, against any amount due to the Administrative Agent under this Section 11.11 or under the indemnification provisions of this Agreement, (y) the receipt of an Erroneous Payment by a Payment Recipient shall not for the purpose of this Agreement be treated as a payment, prepayment, repayment, discharge or other satisfaction of any Obligations owed by the Borrower or any other Credit Party, except, in each case, to the extent 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 the Borrower or any other Credit Party for the purpose of making a payment on the Obligations and (z) except to the extent 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 the Borrower or any other Credit Party for the purpose of making a payment on the Obligations, to the extent that an Erroneous Payment was in any way or at any time credited as payment or satisfaction of any of the Obligations, the Obligations or any part thereof that were so credited, and all rights of the Payment Recipient, as the case may be, shall be reinstated and continue in full force and effect as if such payment or satisfaction had never been received.

(f) Each party's obligations under this Section 11.11 shall survive the resignation or replacement of the Administrative Agent or any transfer of right or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

(g) Nothing in this Section 11.11 will constitute a waiver or release of any claim of the Administrative Agent hereunder arising from any Payment Recipient's receipt of an Erroneous Payment.

ARTICLE XII

MISCELLANEOUS

SECTION 12.1 Notices.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile as follows:

If to the Borrower:

Lattice Semiconductor Corporation
5555 N.E. Moore Ct.
Hillsboro, Oregon 97124
Attention: Lorenzo Flores, Chief Financial Officer
Telephone No.: [***]
E-mail: [***]

With copies to:

Lattice Semiconductor Corporation
5555 N.E. Moore Ct.
Hillsboro, Oregon 97124
Attention: Tracy Feanny, SVP, General Counsel and Secretary
Telephone No.: [***]
E-mail: [***]

If to Wells Fargo, as Administrative Agent:

Wells Fargo Bank, National Association
MAC D1109-019
1525 West W.T. Harris Blvd.
Charlotte, NC 28262
Attention of: Syndication Agency Services
Telephone No.: [***]
Facsimile No.: [***]

With copies to:

Wells Fargo Bank, National Association
555 110th Street, Suite 900
Bellevue, WA 98004
Attention of: Thomas O'Connell
Telephone No.: [***]
Facsimile No.: [***]
E-mail: [***]

If to any Lender:

To the address of such Lender set forth on the Register with respect to deliveries of notices and other documentation that may contain material non-public information.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the Issuing Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender or any Issuing Lender pursuant to Article II or III if such Lender or such Issuing Lender, as applicable, has notified the Administrative Agent that is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications. Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice, email or other communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient.

(c) Administrative Agent's Office. The Administrative Agent hereby designates its office located at the address set forth above, or any subsequent office which shall have been specified for such purpose by written notice to the Borrower and Lenders, as the Administrative Agent's Office referred to herein, to which payments due are to be made and at which Loans will be disbursed and Letters of Credit requested.

(d) Change of Address, Etc. Each of the Borrower, the Administrative Agent, any Issuing Lender or the Swingline Lender may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto. Any Lender may change its address or other contact information for notices and other communications hereunder by notice to the Borrower, the Administrative Agent, each Issuing Lender and the Swingline Lender.

(e) Platform.

(i) Each Credit Party, each Lender and each Issuing Lender agrees that the Administrative Agent may, but shall not be obligated to, make the Borrower Materials available to the Issuing Lenders and the other Lenders by posting the Borrower Materials on the Platform.

(ii) The Platform is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the accuracy or completeness of the Borrower Materials or the adequacy of the Platform, and expressly disclaim liability for errors or omissions in 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. Although the Platform is secured pursuant to generally-applicable security procedures and policies implemented or modified by the Administrative Agent and its Related Parties, each of the Lenders, the Issuing Lenders and the Borrower acknowledges and agrees that distribution of information through an electronic means is not necessarily secure in all respects, the Administrative Agent, the Arranger and their respective Related Parties (collectively, the "Agent Parties") are not responsible for approving or vetting the representatives, designees or contacts of any Lender or Issuing Lender that are provided access to the Platform and that there may be confidentiality and other risks associated with such form of distribution. Each of the Borrower, each Lender and each Issuing Lender party hereto understands and accepts such risks. In no event shall the Agent Parties have any liability to any Credit Party, any Lender or any other Person or entity for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of any Credit Party's or the Administrative Agent's transmission of communications through the Internet (including the Platform), except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided that in no event shall any Agent Party have any liability to any Credit Party, any Lender, any Issuing Lender or any other Person for indirect, special, incidental, consequential or punitive damages, losses or expenses (as opposed to actual damages, losses or expenses).

(f) Private Side Designation. Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and Applicable Law, including United States Federal and state securities Applicable Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities Applicable Laws.

SECTION 12.2 Amendments, Waivers and Consents. Except as set forth below or as specifically provided in any Loan Document, any term, covenant, agreement or condition of this Agreement or any of the other Loan Documents may be amended or waived by the Lenders, and any consent given by the Lenders, if, but only if, such amendment, waiver or consent is in writing and approved by the Required Lenders (or by the Administrative Agent with the consent of the Required Lenders) and delivered to the Administrative Agent and, in the case of an amendment, signed by the Borrower; provided, that no amendment, waiver or consent shall:

(a) subordinate any of the Obligations in right of payment or otherwise adversely affect the priority of payment of any of such Obligations without the consent of each of the Lenders directly affected thereby;

(b) increase or extend the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 10.2) or increase the amount of Loans of any Lender, in any case, without the written consent of such Lender (it being understood that a waiver of a condition precedent, a waiver of a mandatory prepayment or waiver of a default shall not constitute an increase in the Commitment or the amounts of Loans of any Lender);

(c) waive, extend or postpone any date fixed by this Agreement or any other Loan Document for any payment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any other Loan Document without the written consent of each Lender directly and adversely affected thereby (it being understood that (i) a waiver of any Default or Event of Default or any obligation of the Borrower to pay interest at the rate set forth in Section 5.1(b) during the continuance of an Event of Default shall only require the consent of the Required Lenders and (ii) a waiver of a mandatory prepayment under Section 4.4(b) shall only require the consent of the Required Term Loan Lenders);

(d) reduce the principal of, or the rate of interest specified herein on, any Loan or Reimbursement Obligation, or (subject to clauses (iv) and (vii) of the proviso set forth in the paragraph below) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly and adversely affected thereby; provided that (i) only the consent of the Required Lenders shall be necessary to waive any Default or Event of Default or any obligation of the Borrower to pay interest at the rate set forth in Section 5.1(b) during the continuance of an Event of Default and (ii) only the consent of the Required Lenders shall be necessary to amend any financial covenant hereunder (or any defined term used therein) even if the effect of such amendment would be to reduce the rate of interest on any Loan or L/C Obligation or to reduce any fee payable hereunder;

(e) change Section 2.5, Section 4.4(c), Section 5.6 or Section 10.4 (or amend any other term of the Loan Documents that would have the effect of changing Section 2.5, Section 4.4(c), Section 5.6 or Section 10.4) in a manner that would alter the pro rata sharing of payments, ratable reduction of Commitments or order of application required thereby without the written consent of each Lender directly and adversely affected thereby;

(f) [reserved];

(g) except as otherwise permitted by this Section 12.2 change any provision of this Section or reduce the percentages specified in the definitions of "Required Lenders", "Required Term Loan Lenders" or "Required Revolving Credit Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender directly and adversely affected thereby;

(h) consent to the assignment or transfer by any Credit Party of such Credit Party's rights and obligations under any Loan Document to which it is a party (except as permitted pursuant to Section 9.4), in each case, without the written consent of each Lender;

(i) release (i) all of the Subsidiary Guarantors or (ii) Subsidiary Guarantors comprising substantially all of the credit support for the Secured Obligations, in any case, from any Guaranty Agreement, without the written consent of each Lender;

(j) release or subordinate in writing all or substantially all of the Collateral or release or subordinate in writing any Security Document (or any Lien created thereby) which would have the effect of releasing all or substantially all of the Collateral without the written consent of each Lender;

(k) without the prior written consent of the Required Revolving Credit Lenders, amend, modify or waive (i) Section 6.2 or any other provision of this Agreement if the effect of such amendment, modification or waiver is to require the Revolving Credit Lenders (pursuant to, in the case of any such amendment to a provision hereof other than Section 6.2, any substantially concurrent request by the Borrower for a borrowing of Revolving Credit Loans or issuance of Letters of Credit) to make Revolving Credit Loans when such Revolving Credit Lenders would not otherwise be required to do so, (ii) the amount of the Swingline Commitment or (iii) the amount of the L/C Sublimit; or

(l) without the prior written consent of the Required Term Loan Lenders, amend, modify or waive any condition set forth Section 6.3 with respect to the Delayed Draw Term Loan;

provided further, that (i) no amendment, waiver or consent shall, unless in writing and signed by each affected Issuing Lender in addition to the Lenders required above, affect the rights or duties of such Issuing Lender under this Agreement or any Letter of Credit Documents relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swingline Lender in addition to the Lenders required above, affect the rights or duties of the Swingline Lender under this Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document or modify Section 12.23 or Article XI hereof; (iv) each Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto, (v) each Letter of Credit Document may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto; provided that a copy of such amended Letter of Credit Document shall be promptly delivered to the Administrative Agent upon such amendment or waiver, (vi) any waiver, amendment or modification of this Agreement that by its terms affects the rights or duties under this Agreement of Lenders holding Loans or Commitments of a particular Class (but not the Lenders holding Loans or Commitments of any other Class) may be effected by an agreement or agreements in writing entered into by the Borrower and the requisite percentage in interest of the affected Class of Lenders that would be required to consent thereto under this Section if such Class of Lenders were the only Class of Lenders hereunder at the time, (vii) the Administrative Agent and the Borrower shall be permitted to amend any provision of the Loan Documents (and such amendment shall become effective without any further action or consent of any other party to any Loan Document) if the Administrative Agent and the Borrower shall have jointly identified an obvious error or any error, ambiguity, defect or inconsistency or omission of a technical or immaterial nature in any such provision and (viii) the Administrative Agent and the Borrower may, without the consent of any Lender, enter into amendments or modifications to this Agreement or any of the other Loan Documents or to enter into additional Loan Documents as the Administrative Agent reasonably deems appropriate in order to implement any Benchmark Replacement or any Conforming Changes or otherwise effectuate the terms of Section 5.8(c) in accordance with the terms of Section 5.8(c). Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that (A) the Commitment of such Lender may not be increased or extended without the consent of such Lender, and (B) any amendment, waiver, or consent hereunder which requires the consent of all Lenders or each affected Lender that by its terms disproportionately and adversely affects any such Defaulting Lender relative to other affected Lenders shall require the consent of such Defaulting Lender.

Notwithstanding anything in this Agreement to the contrary, each Lender hereby irrevocably authorizes the Administrative Agent on its behalf, and without further consent of any Lender (but with the consent of the Borrower and the Administrative Agent), to (x) amend and restate this Agreement if, upon giving effect to such amendment and restatement, such Lender shall no longer be a party to this Agreement (as so amended and restated), the Commitments of such Lender shall have terminated, such Lender shall have no other commitment or other obligation hereunder and shall have been paid in full all principal, interest and other amounts owing to it or accrued for its account under this Agreement and the other Loan Documents and (y) enter into amendments or modifications to this Agreement (including amendments to this Section 12.2 and other amendments consistent with the then-current market for the type of facility contemplated by such Incremental Amendment) or any of the other Loan Documents or to enter into additional Loan Documents as the Administrative Agent reasonably deems appropriate in order to effectuate the terms of Section 5.13 (including as applicable, (1) to permit the Incremental Increases to share ratably in the benefits of this Agreement and the other Loan Documents, (2) to include an Incremental Increase, as applicable, in any determination of (i) Required Lenders or Required Revolving Credit Lenders or (ii) similar required lender terms applicable thereto); provided that no amendment or modification shall result in any increase in the amount of any Lender's Commitment or any increase in any Lender's Commitment Percentage, in each case, without the written consent of such affected Lender and (3) to make amendments to any outstanding tranche of existing Term Loans to permit any new Incremental Term Loan Commitments and new Incremental Term Loans to be "fungible" (including for purposes of the Code) with such tranche of existing Term Loans, including increases in the Applicable Margin or any fees payable to such outstanding tranche of existing Term Loans or providing such outstanding tranche of Term Loans with the benefit of any call protection or covenants that are applicable to the proposed Incremental Term Commitments or Incremental Term Loans; provided that any such amendments or modifications to such outstanding tranche of existing Term Loans shall not directly adversely affect the Lenders holding such tranche of existing Term Loans without their consent.

SECTION 12.3 Expenses; Indemnity.

(a) Costs and Expenses. The Borrower and any other Credit Party, jointly and severally, shall pay (i) all reasonable and documented out of pocket expenses incurred by the Administrative Agent and its Affiliates (including the reasonable and documented out of pocket fees, charges and disbursements of one primary counsel for the Administrative Agent and one additional local counsel in any material jurisdiction), in connection with the syndication of the Credit Facility, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable and documented out of pocket expenses incurred by any Issuing Lender in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all out of pocket expenses incurred by the Administrative Agent, any Lender or any Issuing Lender (including the reasonable fees, charges and disbursements of any counsel for the Administrative Agent, any Lender or any Issuing Lender), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan

Documents, including its rights under this Section, or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such out of pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), each Arranger, each Lender and each Issuing Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, and shall pay or reimburse any such Indemnitee for, any and all losses, claims (including any Environmental Claims), penalties, damages, liabilities and related expenses (including the reasonable and documented fees, charges and disbursements of one counsel to the Indemnitees, taken as a whole, and, if reasonably necessary, a single specialty or local counsel to the Indemnitees taken as a whole, and in the case of an actual or perceived conflict of interest with respect to any of the foregoing counsel, one additional counsel to all affected Indemnitees similarly situated and taken as a whole), incurred by any Indemnitee or asserted against any Indemnitee by any Person (including the Borrower or any other Credit Party), arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby (including the Transactions), (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by any Issuing Lender to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by any Credit Party or any Subsidiary thereof, or any Environmental Claim related in any way to any Credit Party or any Subsidiary, (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by any Credit Party or any Subsidiary thereof, and regardless of whether any Indemnitee is a party thereto, or (v) any claim (including any Environmental Claims), investigation, litigation or other proceeding (whether or not the Administrative Agent or any Lender is a party thereto) and the prosecution and defense thereof, arising out of or in any way connected with the Loans, this Agreement, any other Loan Document, or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby, including reasonable attorneys and consultant's fees, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (A) are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or any Related Indemnified Person, (B) result from a claim brought by any Credit Party or any Subsidiary thereof against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if such Credit Party or such Subsidiary has obtained a final and non-appealable judgment in its favor on such claim as determined by a court of competent jurisdiction, (C) result from a dispute solely among Indemnitees (other than any claims against any Indemnitee in its capacity as the Administrative Agent or an Arranger or any similar role under the Loan Documents) and not arising out of any act or omission of the Borrower or any of its Subsidiaries or Affiliates or (D) resulting from any agreement governing any settlement effected without the prior written consent of the Borrower or any of its Subsidiaries (such consent not to be unreasonably withheld or delayed); provided that notwithstanding this clause (D) if at any time an Indemnitee shall have requested that the Borrower and its Subsidiaries reimburse such Indemnitee in accordance with this Section 12.3 for legal or other expenses incurred in connection with investigating, responding to or defending any investigation, litigation or proceeding, then the Borrower and the Credit Parties shall be liable for any settlement of such investigation, litigation or proceeding effected without the consent of the Borrower or its Subsidiaries if (x) such settlement is entered into more than 30 days after the receipt by the Borrower or any of its Subsidiaries of such request for reimbursement and (y) the Borrower or its Subsidiaries shall not have reimbursed such Indemnitee in accordance with such request prior to the date of such settlement. This Section 12.3(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim. The Borrower shall not be liable for any indirect, consequential, special or punitive damages pursuant to this Section unless such damages are included in any third party claim in connection with any indemnification claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to pay any amount required under clause (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), any Arranger, any Issuing Lender, the Swingline Lender or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), such Arranger, such Issuing Lender, the Swingline Lender or such Related Party, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought based on each Lender's share of the Total Credit Exposure at such time, or if the Total Credit Exposure has been reduced to zero, then based on such Lender's share of the Total Credit Exposure immediately prior to such reduction) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender); provided that with respect to such unpaid amounts owed to any Issuing Lender or the Swingline Lender solely in its capacity as such, only the Revolving Credit Lenders shall be required to pay such unpaid amounts, such payment to be made severally among them based on such Revolving Credit Lenders' Revolving Credit Commitment Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought or, if the Revolving Credit Commitment has been reduced to zero as of such time, determined immediately prior to such reduction); provided, further, that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), such Arranger, such Issuing Lender or the Swingline Lender in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent), such Arranger, such Issuing Lender or the Swingline Lender in connection with such capacity. The obligations of the Lenders under this clause (c) are subject to the provisions of Section 5.7.

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by Applicable Law, the Borrower and each other Credit Party shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in clause (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby except to the extent arising from such Indemnitee's gross negligence or willful misconduct as determined by a court of competent jurisdiction by final non-appealable judgment.

(e) Payments. All amounts due under this Section shall be payable promptly after demand therefor.

(f) Survival. Each party's obligations under this Section shall survive the termination of the Loan Documents and payment of the obligations hereunder.

SECTION 12.4 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender, each Issuing Lender, the Swingline Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, after obtaining the prior written consent of the Administrative Agent, to the fullest extent permitted by Applicable Law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, such Issuing Lender, the Swingline Lender or any such Affiliate to or for the credit or the account of the Borrower or any other Credit Party against any and all of the obligations of the Borrower or such Credit Party now or hereafter existing under this Agreement or any other Loan Document to such Lender, such Issuing Lender or the Swingline Lender or any of their respective Affiliates, irrespective of whether or not such Lender, such Issuing Lender, the Swingline Lender or any such Affiliate shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Credit Party may be contingent or unmatured or are owed to a branch or office of such Lender, such Issuing Lender, the Swingline Lender or such Affiliate different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness; provided that in the event that any Defaulting Lender or any Affiliate thereof shall exercise any such right of setoff, (x) all amounts so setoff shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 5.15 and, pending such payment, shall be segregated by such Defaulting Lender or Affiliate of a Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Lenders, the Swingline Lender and the Lenders, and (y) the Defaulting Lender or its Affiliate shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Secured Obligations owing to such Defaulting Lender or any of its Affiliates as to which such right of setoff was exercised. The rights of each Lender, each Issuing Lender, the Swingline Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, such Issuing Lender, the Swingline Lender or their respective Affiliates may have. Each Lender, such Issuing Lender and the Swingline Lender agree to notify the Borrower and the Administrative Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

SECTION 12.5 Governing Law; Jurisdiction, Etc.

(a) Governing Law. This Agreement and the other Loan Documents and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

(b) Submission to Jurisdiction. The Borrower and each other Credit Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Administrative Agent, any Arranger, any Lender, any Issuing Lender, the Swingline Lender, or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York sitting in New York County, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by Applicable Law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Administrative Agent, any Lender, any Issuing Lender or the Swingline Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrower or any other Credit Party or its properties in the courts of any jurisdiction.

(c) Waiver of Venue. The Borrower and each other Credit Party irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 12.1. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by Applicable Law.

SECTION 12.6 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 12.7 Reversal of Payments. To the extent any Credit Party makes a payment or payments to the Administrative Agent for the ratable benefit of any of the Secured Parties or to any Secured Party directly or the Administrative Agent or any Secured Party receives any payment or proceeds of the Collateral or any Secured Party exercises its right of setoff, which payments or proceeds (including any proceeds of such setoff) or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any Debtor Relief Law, other Applicable Law or equitable cause, then, to the extent of such payment or proceeds repaid, the Secured Obligations or part thereof intended to be satisfied shall be revived and continued in full force and effect as if such payment or proceeds had not been received by the Administrative Agent, and each Lender and each Issuing Lender severally agrees to pay to the Administrative Agent upon demand its (or its applicable Affiliate's) applicable ratable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent plus interest thereon at a per annum rate equal to the Overnight Rate from the date of such demand to the date such payment is made to the Administrative Agent.

SECTION 12.8 Injunctive Relief. The Borrower recognizes that, in the event the Borrower fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy of law may prove to be inadequate relief to the Lenders. Therefore, the Borrower agrees that the Lenders, at the Lenders' option, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

SECTION 12.9 Successors and Assigns; Participations.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of paragraph (b) of this Section, (ii) by way of participation in accordance with the provisions of paragraph (d) of this Section or (iii) by way of pledge or assignment of a security interest subject to the restrictions of paragraph (e) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in paragraph (d) of this Section and, to the extent expressly contemplated hereby, the Arrangers, the Related Parties of each of the Administrative Agent, the Arrangers and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Revolving Credit Commitment and the Loans at the time owing to it); provided that, in each case with respect to any Credit Facility, any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and/or the Loans at the time owing to it (in each case with respect to any Credit Facility) or contemporaneous assignments to related Approved Funds (determined after giving effect to such assignments) that equal at least the amount specified in paragraph (b)(i)(B) of this Section in the aggregate or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in paragraph (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than $5,000,000, in the case of any assignment, in respect of the Revolving Credit Facility, or $2,000,000, in the case of any assignment in respect of any Delayed Draw Term Loans or Incremental Term Loans, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided that the Borrower shall be deemed to have given its consent five (5) Business Days after the date written notice thereof has been delivered by the assigning Lender (through the Administrative Agent) unless such consent is expressly refused by the Borrower prior to such fifth (5th) Business Day;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Commitment assigned;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by paragraph (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (x) an Event of Default has occurred and is continuing at the time of such assignment or (y) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided, that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within 5 Business Days after having received written notice thereof;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (i) the Revolving Credit Facility or any unfunded Term Loan Commitment if such assignment is to a Person that is not a Lender with a Revolving Credit Commitment or a Term Loan Commitments, as applicable, an Affiliate of such Lender or an Approved Fund with respect to such Lender or (ii) Term Loans to a Person who is not a Lender, an Affiliate of a Lender or an Approved Fund; and

(C) the consents of the Issuing Lenders and the Swingline Lender (such consents not to be unreasonably withheld or delayed) shall be required for any assignment in respect of the Revolving Credit Facility.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500 for each assignment; provided that (A) only one such fee will be payable in connection with simultaneous assignments to two or more related Approved Funds by a Lender and (B) the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Certain Persons. No such assignment shall be made to (A) the Borrower or any of its Subsidiaries or Affiliates, (B) a natural Person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person) or (C) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (v).

(vi) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested, but not funded by, the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (A) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent, the Issuing Lenders, the Swingline Lender and each other Lender hereunder (and interest accrued thereon), and (B) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Letters of Credit and Swingline Loans in accordance with its Revolving Credit Commitment Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under Applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to paragraph (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 5.8, 5.9, 5.10, 5.11 and 12.3 with respect to facts and circumstances occurring prior to the effective date of such assignment; provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (d) of this Section (other than a purported assignment to a natural Person or the Borrower or any of the Borrower's Subsidiaries or Affiliates, which shall be null and void).

(c) Register. The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices in Charlotte, North Carolina, a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of (and stated interest on) the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent manifest error, and the Borrower, the Administrative Agent, the Issuing Lenders and the applicable Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender (but only to the extent of entries in the Register that are applicable to such Lender), at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower, the Administrative Agent, any Issuing Lender or the Swingline Lender, sell participations to any Person (other than a natural Person, (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person) or the Borrower or any of the Borrower's Subsidiaries or Affiliates) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent, each Issuing Lender, the Swingline Lender and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 12.3(c) with respect to any payments made by such Lender to its Participant(s).

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in Section 12.2(c), (d), (e) or (i) that directly and adversely affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 5.9, 5.10 and 5.11 (subject to the requirements and limitations therein, including the requirements under Section 5.11(g) (it being understood that the documentation required under Section 5.11(g) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (A) agrees to be subject to the provisions of Section 5.12 as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater payment under Sections 5.10 or 5.11, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 5.12(b) with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 12.4 as though it were a Lender; provided that such Participant agrees to be subject to Section 5.6 and Section 12.4 as though it were a Lender.

Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts of (and stated interest on) each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) or Proposed Section 1.163-5(b) of the United States Treasury Regulations (or, in each case, any amended or successor version). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

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

SECTION 12.10 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent, the Lenders and each Issuing Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective Related Parties in connection with the Credit Facility, this Agreement, the transactions contemplated hereby or in connection with marketing of services by such Affiliate or Related Party to the Borrower or any of its Subsidiaries (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent required or requested by, or required to be disclosed to, any regulatory or similar authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners) or in accordance with the Administrative Agent's, such Issuing Lender's or any Lender's regulatory compliance policy if the Administrative Agent, such Issuing Lender or such Lender, as applicable, deems such disclosure to be necessary for the mitigation of claims by those authorities against the Administrative Agent, such Issuing Lender or such Lender, as applicable, or any of its Related Parties (in which case, the Administrative Agent, such Issuing Lender or such Lender, as applicable, shall use commercially reasonable efforts to, except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority, promptly notify the Borrower, in advance, to the extent practicable and otherwise permitted by Applicable Law), (c) as to the extent required by Applicable Laws or regulations or in any legal, judicial, administrative proceeding or other compulsory process (in which case the Administrative Agent or the Lender, as applicable, shall use commercially reasonable efforts to notify the Borrower in advance of such disclosure to the extent practicable and permitted by Applicable Law), (d) to any other party hereto, (e) to the extent necessary in connection with the exercise of any remedies under this Agreement, under any other Loan Document or under any Secured Hedge Agreement or Secured Cash Management Agreement, or any action or proceeding relating to this Agreement, any other Loan Document or any Secured Hedge Agreement or Secured Cash Management Agreement, or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights and obligations under this Agreement and, in each case, their respective financing sources and (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder, (g) on a confidential basis to the extent necessary to (i) any rating agency in connection with rating the Borrower or its Subsidiaries or the Credit

Facility or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the Credit Facility, (h) with the consent of the Borrower, (i) deal terms and other information customarily reported to Thomson Reuters, other bank market data collectors and similar service providers to the lending industry and service providers to the Administrative Agent and the Lenders in connection with the administration of the Loan Documents, (j) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, any Lender, any Issuing Lender or any of their respective Affiliates from a third party that is not, to such Person's knowledge, subject to confidentiality obligations to the Borrower, (k) to the extent that such information is independently developed by such Person so long as such Person has not breached its confidentiality obligations hereunder and has not developed such information based on Information received from a third party that, to the knowledge of such Person, has breached its confidentiality obligations to the Borrower, (l) to the extent required by an insurance company in connection with providing insurance coverage or providing reimbursement pursuant to this Agreement or (m) for purposes of establishing a "due diligence" defense. For purposes of this Section, "Information" means all information received from any Credit Party or any Subsidiary thereof relating to any Credit Party or any Subsidiary thereof or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or any Issuing Lender on a nonconfidential basis prior to disclosure by any Credit Party or any Subsidiary thereof. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. For the avoidance of doubt, nothing herein prohibits any individual from communicating or disclosing information regarding suspected violations of laws, rules, or regulations to a governmental, regulatory, or self-regulatory authority without any notification to any Person.

SECTION 12.11 Performance of Duties. Each of the Credit Party's obligations under this Agreement and each of the other Loan Documents shall be performed by such Credit Party at its sole cost and expense.

SECTION 12.12 All Powers Coupled with Interest. All powers of attorney and other authorizations granted to the Lenders, the Administrative Agent and any Persons designated by the Administrative Agent or any Lender pursuant to any provisions of this Agreement or any of the other Loan Documents shall be deemed coupled with an interest and shall be irrevocable so long as any of the Obligations remain unpaid or unsatisfied (other than contingent indemnification obligations and expense reimbursement obligations not then due and payable), any of the Commitments remain in effect or the Credit Facility has not been terminated.

SECTION 12.13 Survival.

(a) All representations and warranties set forth in Article VII and all representations and warranties contained in any certificate executed by any Credit Party and delivered to the Administrative Agent or any Lender in connection with the Loan Documents, or any of the Loan Documents (including, but not limited to, any such representation or warranty made in or in connection with any amendment thereto) shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made or deemed to be made at and as of the Closing Date (except those that are expressly made as of a specific date), shall survive the Closing Date and shall not be waived by the execution and delivery of this Agreement, any investigation made by or on behalf of the Lenders or any borrowing hereunder.

(b) Notwithstanding any termination of this Agreement, the indemnities to which the Administrative Agent and the Lenders are entitled under the provisions of this Article XII and any other provision of this Agreement and the other Loan Documents shall continue in full force and effect and shall protect the Administrative Agent and the Lenders against events arising after such termination as well as before.

SECTION 12.14 Titles and Captions. Titles and captions of Articles, Sections and subsections in, and the table of contents of, this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement.

SECTION 12.15 Severability of Provisions. Any provision of this Agreement or any other Loan Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction. In the event that any provision is held to be so prohibited or unenforceable in any jurisdiction, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such provision to preserve the original intent thereof in such jurisdiction (subject to the approval of the Required Lenders).

SECTION 12.16 Counterparts; Integration; Effectiveness; Electronic Execution.

(a) Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents, and any separate letter agreements with respect to fees payable to the Administrative Agent, any Issuing Lender, the Swingline Lender and/or any Arranger, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 6.1, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Electronic Execution. The words "execute," "execution," "signed," "signature," "delivery" and words of like import in or related to this Agreement, any other Loan Document or any document, amendment, approval, consent, waiver, modification, information, notice, certificate, report, statement, disclosure, Communication or authorization to be signed or delivered in connection with this Agreement or any other Loan Document or the transactions contemplated hereby shall be deemed to include Electronic Signatures or execution in the form of an Electronic Record, and contract formations on electronic platforms approved by the Administrative Agent, deliveries 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. Each party hereto agrees that any Electronic Signature or execution in the form of an Electronic Record shall be valid and binding on itself and each of the other parties hereto to the same extent as a manual, original signature. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the parties of a manually signed paper which has been converted into electronic form (such as scanned into PDF format), or an electronically signed paper converted into another format, for transmission, delivery and/or retention. The Administrative Agent and each of the Credit Parties may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including one or more copies of any Communication in the form of an imaged Electronic Record, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided that without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept such Electronic Signature from any party hereto, the Administrative Agent and the other parties hereto shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of the executing party without further verification and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by an original manually executed counterpart thereof. Without limiting the generality of the foregoing, each party hereto hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders and any of the Credit Parties, electronic images of this Agreement or any other Loan Document (in each case, including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (B) waives any argument, defense or right to contest the validity or enforceability of the Loan Documents based solely on the lack of paper original copies of any Loan Documents, including with respect to any signature pages thereto.

SECTION 12.17 Term of Agreement. This Agreement shall remain in effect from the Closing Date through and including the date upon which all Obligations (other than contingent indemnification and expense reimbursement obligations not then due and payable) arising hereunder or under any other Loan Document shall have been paid and satisfied in full, all Letters of Credit have been terminated or expired (or been Cash Collateralized) or otherwise satisfied in a manner acceptable to the applicable Issuing Lender and the Commitments have been terminated. No termination of this Agreement shall affect the rights and obligations of the parties hereto arising prior to such termination or in respect of any provision of this Agreement which survives such termination.

SECTION 12.18 USA PATRIOT Act; Anti-Money Laundering Laws; Beneficial Ownership Regulation. The Administrative Agent and each Lender hereby notifies the Borrower that pursuant to the requirements of the Beneficial Ownership Regulation, the PATRIOT Act or any other Anti-Money Laundering Laws, each of them 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 Lender to identify each Credit Party in accordance with the Beneficial Ownership Regulation, the PATRIOT Act or such Anti-Money Laundering Laws.

SECTION 12.19 Independent Effect of Covenants. The Borrower expressly acknowledges and agrees that each covenant contained in Articles VIII or IX hereof shall be given independent effect. Accordingly, the Borrower shall not engage in any transaction or other act otherwise permitted under any covenant contained in Articles VIII or IX, before or after giving effect to such transaction or act, the Borrower shall or would be in breach of any other covenant contained in Articles VIII or IX.

SECTION 12.20 No Advisory or Fiduciary Responsibility.

(a) In connection with all aspects of each transaction contemplated hereby, each Credit Party acknowledges and agrees, and acknowledges its Affiliates' understanding, that (i) the 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 Loan Document) are an arm's-length commercial transaction between the Borrower and its Affiliates, on the one hand, and the Administrative Agent, the Arrangers and the Lenders, on the other hand, and the Borrower is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Loan 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, the Arrangers and the Lenders is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for the Borrower or any of its Affiliates, stockholders, creditors or employees or any other Person, (iii) none of the Administrative Agent, the Arrangers or the Lenders has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Borrower 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 Loan Document (irrespective of whether any Arranger or Lender has advised or is currently advising the Borrower or any of its Affiliates on other matters) and none of the Administrative Agent, the Arrangers or the Lenders has any obligation to the Borrower or any of its Affiliates with respect to the financing transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents, (iv) the Arrangers and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from, and may conflict with, those of the Borrower and its Affiliates, and none of the Administrative Agent, the Arrangers or the Lenders has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship and (v) the Administrative Agent, the Arrangers and the Lenders have not provided and will not 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 Loan Document) and the Credit Parties have consulted their own legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate.

(b) Each Credit Party acknowledges and agrees that each Lender, the Arrangers and any Affiliate thereof may lend money to, invest in, and generally engage in any kind of business with, any of the Borrower, any Affiliate thereof or any other person or entity that may do business with or own securities of any of the foregoing, all as if such Lender, Arranger or Affiliate thereof were not a Lender or Arranger or an Affiliate thereof (or an agent or any other person with any similar role under the Credit Facilities) and without any duty to account therefor to any other Lender, the Arrangers, the Borrower or any Affiliate of the foregoing. Each Lender, the Arrangers and any Affiliate thereof may accept fees and other consideration from the Borrower or any Affiliate thereof for services in connection with this Agreement, the Credit Facilities or otherwise without having to account for the same to any other Lender, the Arrangers, the Borrower or any Affiliate of the foregoing.

SECTION 12.21 Amendment and Restatement; No Novation. This Agreement constitutes an amendment and restatement of the Existing Credit Agreement, effective from and after the Closing Date. The execution and delivery of this Agreement shall not constitute a novation of any indebtedness or other obligations owing to the Lenders or the Administrative Agent under the Existing Credit Agreement based on facts or events occurring or existing prior to the execution and delivery of this Agreement. On the Closing Date, the credit facilities described in the Existing Credit Agreement, shall be amended, supplemented, modified and restated in their entirety by the facilities described herein, and all loans and other obligations of the Borrower outstanding as of such date under the Existing Credit Agreement, shall be deemed to be loans and obligations outstanding under the corresponding facilities described herein, without any further action by any Person, except that the Administrative Agent shall make such transfers of funds as are necessary in order that the outstanding balance of such Loans, together with any Loans funded on the Closing Date, reflect the respective Revolving Credit Commitment of the Lenders hereunder.

SECTION 12.22 Inconsistencies with Other Documents. In the event there is a conflict or inconsistency between this Agreement and any other Loan Document, the terms of this Agreement shall control; provided that any provision of the Security Documents which imposes additional burdens on the Borrower or any of its Subsidiaries or further restricts the rights of the Borrower or any of its Subsidiaries or gives the Administrative Agent or Lenders additional rights shall not be deemed to be in conflict or inconsistent with this Agreement and shall be given full force and effect.

SECTION 12.23 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any

Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

SECTION 12.24 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, each Arranger and their respective Affiliates, 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 or the Commitments;

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement;

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement; or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless 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, each Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that none of the Administrative Agent, each Arranger and their respective Affiliates is 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 Loan Document or any documents related hereto or thereto).

SECTION 12.25 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Hedge Agreements or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and, each such QFC, a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the FDIC under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 12.25, the following terms have the following meanings:

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

"Covered Entity" means any of the following:

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

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

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

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

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

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by their duly authorized officers, all as of the day and year first written above.

LATTICE SEMICONDUCTOR CORPORATION, as Borrower

By: /s/ Lorenzo Flores
Name: Lorenzo Flores
Title: Chief Financial Officer

AGENTS AND LENDERS:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, Swingline Lender, an Issuing Lender and a Lender

By: /s/ Thomas O'Connell
Name: Thomas O'Connell
Title: Managing Director

BANK OF AMERICA, N.A., as a Lender

By: /s/ Mitch Trott
Name: Mitch Trott
Title: Vice President

CITIBANK, N.A., as a Lender

By: /s/ Joshua Rosenberg
Name: Joshua Rosenberg
Title: Director

HSBC BANK USA, NATIONAL ASSOCIATION, as a Lender

By: /s/ Renardo Pinnock
Name: Renardo Pinnock
Title: Vice President

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Caitlin Stewart
Name: Caitlin Stewart
Title: Managing Director

KEYBANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Marianne T. Meil
Name: Marianne T. Meil
Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Robert Lowe
Name: Robert Lowe
Title: Assistant Vice President

THE BANK OF NOVA SCOTIA, as a Lender

By: /s/ Yvonne Bai
Name: Yvonne Bai
Title: Director

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Alex Wilson
Name: Alex Wilson
Title: Vice President

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

MUFG BANK, LTD., as a Lender

By: /s/ Noreen Lee
Name: Noreen Lee
Title: Director

UBS AG, STAMFORD BRANCH, as a Lender

By: /s/ Massimo Ippolito
Name: Massimo Ippolito
Title: Associate Director

By: /s/ Blake Caruso
Name: Blake Caruso
Title: Director

CAPITAL ONE, N.A., as a Lender

By: /s/Andrew Yochem
Name: Andrew Yochem
Title: Duly Authorized Signatory

FIRST-CITIZENS BANK & TRUST COMPANY, as a Lender

By: /s/ David Delraj
Name: David Delraj
Title: Vice President

Exhibit 10.2

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

by and among

LATTICE SEMICONDUCTOR CORPORATION

ALTA MERGER SUB I, INC.

ALTA MERGER SUB II, LLC

AMI TOPCO, INC.

AND

THL AMI AGGREGATOR, LP,
as Securityholder Representative

May 4, 2026

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AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

This Agreement and Plan of Merger and Reorganization (this "Agreement") is made and entered into as of May 4, 2026 (the "Agreement Date"), by and among Lattice Semiconductor Corporation, a Delaware corporation ("Acquiror"), Alta Merger Sub I, Inc., a Delaware corporation and a direct wholly owned subsidiary of Acquiror ("Merger Sub I"), Alta Merger Sub II, LLC, a Delaware limited liability company and a direct wholly-owned subsidiary of Acquiror ("Merger Sub II" and, together with Merger Sub I, "Merger Subs"), AMI TopCo, Inc., a Delaware corporation (the "Company"), and THL AMI Aggregator, LP, a Delaware limited partnership, in its capacity as the agent, representative and attorney-in-fact for and on behalf of the Securityholders under this Agreement (the "Securityholder Representative").

Background

A. The respective boards of directors or members, as applicable, of each of the Merger Subs and the Company and the board of directors (or an authorized committee thereof) of Acquiror have determined that it would be advisable and in the best interests of each corporation or limited liability company, as applicable, and its respective stockholders or members, as applicable that, subject to the terms and conditions of this Agreement, Acquiror acquire the Company through the statutory merger of Merger Sub I with and into the Company (the "First Merger") and, immediately following the First Merger, and, except as provided in Section 1.5, as part of the same overall transaction, the surviving entity of the First Merger would merge with and into Merger Sub II with Merger Sub II surviving (the "Second Merger" and, together with the First Merger, the "Mergers") upon the terms and conditions set forth in this Agreement and in accordance with the applicable provisions of Delaware Law, and in furtherance thereof, have approved this Agreement, the Mergers, and the other transactions contemplated by this Agreement and those of the Related Agreements to which their respective entities are a party.

B. Acquiror, Merger Subs and the Company intend that (i) the Mergers, taken together, constitute an integrated plan described in Rev. Rul. 2001-46, 2001-2 C.B. 321, which shall qualify as a single reorganization within the meaning of Section 368(a)(1)(A) of the Code and (ii) this Agreement shall be adopted as a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3.

C. As a condition and material inducement to Acquiror's willingness to enter into this Agreement, concurrently with the execution and delivery of this Agreement, all of the Stockholders are executing and delivering to Acquiror a Support Agreement substantially in the form attached hereto as Exhibit A-1 (the "Support Agreement"), pursuant to which, among other things, such Stockholders have agreed to deliver the written consent, in the form attached hereto as Exhibit A-2 (each, a "Stockholder Written Consent" and collectively, the "Stockholder Written Consents") concurrently with the execution of this Agreement.

D. Concurrently with the execution and delivery of this Agreement, THL AMI Aggregator, LP and Acquiror are executing and delivering to Acquiror a Registration Rights Agreement substantially in the form attached hereto Exhibit A-3 (the "Registration Rights Agreement"), be effective as of the Closing.

E. As a condition and material inducement to Acquiror's willingness to enter into this Agreement, concurrently herewith, each Person listed on Schedule A (each a "Key Employee") is entering into certain Offer Documents with Acquiror, each to be effective as of the date set forth in the applicable Offer Documents.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereby agree as follows:

ARTICLE I
THE MERGERS

1.1 The Mergers.

(a) The First Merger. At the First Effective Time, on the terms and subject to the conditions set forth in this Agreement, the First Certificate of Merger and the applicable provisions of Delaware Law, Merger Sub I will merge with and into the Company in the First Merger, whereupon the separate corporate existence of Merger Sub I will cease and the Company will continue as the surviving corporation of the First Merger and become a wholly-owned subsidiary of Acquiror. Acquiror and the Company shall cause the First Merger to be consummated and become effective under Delaware Law by filing a certificate of merger, in a form to be mutually agreed by the Company and Acquiror (acting reasonably), with the Secretary of State of the State of Delaware in accordance with the relevant provisions of Delaware Law (the "First Certificate of Merger"), and the First Merger will become effective when accepted by the Secretary of State of the State of Delaware or at such later time as Acquiror and the Company may mutually agree upon in writing (and set forth in the First Certificate of Merger). The time when the First Merger becomes effective is referred to herein as the "First Effective Time" and the date on which the First Effective Time occurs is referred to herein as the "Effective Date". The Company, as the surviving corporation of the First Merger, is sometimes referred to herein as the "First Step Surviving Corporation".

(b) The First Step Surviving Corporation.

(i) Certificate of Incorporation. By virtue of the First Merger, the certificate of incorporation of the First Step Surviving Corporation shall be amended and restated as of the First Effective Time, in a form to be mutually agreed by the Company and Acquiror (acting reasonably) (the "Restated Certificate of Incorporation"), until thereafter amended in accordance with Delaware Law and as provided in such certificate of incorporation and the First Step Surviving Corporation's bylaws (and subject to Section 7.7).

(ii) Bylaws. Unless otherwise determined by Acquiror and the Company prior to the First Effective Time, the bylaws of the First Step Surviving Corporation will be amended and restated as of the First Effective Time, in a form to be mutually agreed by the Company and Acquiror (acting reasonably) (the "Restated Bylaws"), until thereafter amended in accordance with Delaware Law and as provided in the First Step Surviving Corporation's certificate of incorporation and such bylaws (and subject to Section 7.7).

(iii) Directors. The directors of Merger Sub I immediately prior to the First Effective Time will be appointed as the directors of the First Step Surviving Corporation at the First Effective Time, each to hold the office of a director of the First Step Surviving Corporation in accordance with the provisions of Delaware Law and the certificate of incorporation and bylaws of the First Step Surviving Corporation (and subject to Section 7.7) until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

(iv) Officers. The officers of Merger Sub I immediately prior to the First Effective Time will be appointed as the officers of the First Step Surviving Corporation at the First Effective Time, each to hold office in accordance with the provisions of Delaware Law and the certificate of incorporation and bylaws of the First Step Surviving Corporation (and subject to Section 7.7).

(c) The Second Merger. Upon the terms and subject to the conditions set forth in this Agreement, the Second Certificate of Merger and subject to the applicable provisions of Delaware Law, immediately following the First Merger, Acquiror shall cause the First Step Surviving Corporation to be merged with and into Merger Sub II in the Second Merger, whereupon the separate corporate existence of the First Step Surviving Corporation shall cease to exist and Merger Sub II shall continue as the surviving entity of the Second Merger as an indirect wholly-owned subsidiary of Acquiror. Acquiror shall cause the Second Merger to be consummated and become effective under Delaware Law by filing a certificate of merger, in a form to be mutually agreed by the Company and Acquiror (acting reasonably), with the Secretary of State of the State of Delaware in accordance with the relevant provisions of Delaware Law (the "Second Certificate of Merger"). The time of such filing and acceptance by the Secretary of State of the State of Delaware, or such other later time as may be specified in the Second Certificate of Merger, is referred to herein as the "Second Effective Time." Merger Sub II, as the surviving entity of the Second Merger, is sometimes referred to herein as the "Surviving Entity."

(d) The Surviving Entity.

(i) Certificate of Formation. The certificate of formation of Merger Sub II in effect immediately prior to the Second Effective Time shall remain the certificate of formation of the Surviving Entity, until thereafter amended in accordance with Delaware Law and as provided in such certificate of formation and the Surviving Entity's limited liability company agreement (and subject to Section 7.7).

(ii) Limited Liability Company Agreement. The limited liability company agreement of Merger Sub II in effect immediately prior to the Second Effective Time shall remain the limited liability company agreement of the Surviving Entity, until thereafter amended in accordance with Delaware Law and as provided in the Surviving Entity's certificate of formation and such limited liability company agreement (and subject to Section 7.7).

(iii) Officers. The officers of Merger Sub II immediately prior to the Second Effective Time shall remain the officers of the Surviving Entity at the Second Effective Time, each to hold office in accordance with the provisions of the limited liability company agreement of the Surviving Entity (and subject to Section 7.7).

1.2 General Effects of the Mergers.

(a) The First Merger. At the First Effective Time, the effects of the First Merger shall be as provided in the applicable provisions of Delaware Law. Without limiting the generality of the foregoing, and subject thereto, at the First Effective Time, except as otherwise agreed to pursuant to the terms of this Agreement, all of the property, rights, privileges, powers and franchises of the Company and Merger Sub I shall vest in the First Step Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub I shall become the debts, liabilities and duties of the First Step Surviving Corporation.

(b) The Second Merger. At the Second Effective Time, the effects of the Second Merger shall be as provided in the applicable provisions of Delaware Law. Without limiting the generality of the foregoing, and subject thereto, at the Second Effective Time, except as otherwise agreed to pursuant to the terms of this Agreement, all of the property, rights, privileges, powers and franchises of the First Step Surviving Corporation and Merger Sub II shall vest in the Surviving Entity, and all debts, liabilities and duties of the First Step Surviving Corporation and Merger Sub II shall become the debts, liabilities and duties of the Surviving Entity.

1.3 Effects of the First Merger on Securities of Merging Corporations.

(a) Merger Sub I Capital Stock. At the First Effective Time, by virtue of the First Merger and without any action on the part of any other Person, each share of common stock, par value $0.01 per share, of Merger Sub I issued and outstanding immediately prior to the First Effective Time shall be cancelled and converted into one validly issued, fully paid and nonassessable share of common stock, par value $0.01 per share, of the First Step Surviving Corporation. Each certificate or book-entry entitlement representing a share of common stock of Merger Sub I shall thereupon evidence ownership only of such shares of common stock of the First Step Surviving Corporation.

(b) Company Capital Stock. At the First Effective Time, by virtue of the First Merger and without any action on the part of any Person, each share of Company Capital Stock (excluding (x) Cancelled Shares, which are addressed in Section 1.3(c) and (y) Dissenting Shares, which are addressed in Section 1.3(d)) that is issued and outstanding as of immediately prior to the First Effective Time will be automatically exchanged into, upon the terms and subject to the conditions set forth in this Agreement (including the retention of the Expense Fund Amount, the Adjustment Escrow Amount and the Indemnity Escrow Shares, the deposit of the Expense Fund Amount with the Securityholder Representative in accordance with Section 2.4(e), the establishment of the Expense Fund and the Escrow Fund, the indemnification provisions set forth in Article IX (if applicable), the requirements regarding delivery of Exchange Documents in the manner provided in Section 2.4(c), the withholding and deduction provisions of Section 2.6 (collectively, the "Consideration Terms and Conditions")):

(i) the right to receive (A) the Per Share Cash Consideration and (B) the Per Share Stock Consideration; *plus*

(ii) the contingent right to receive (A) the Per Share Adjustment Surplus (if any), (B) the Per Share Adjustment Escrow Release (if any), (C) the Per Share Expense Fund Release (if any), (D) the Per Share Initial Indemnity Escrow Shares Release (if any) and (E) the Per Share Final Indemnity Escrow Shares Release (if any).

(c) Cancelled Shares. At the First Effective Time, by virtue of the First Merger and without any action on the part of any Person, each share of Company Capital Stock that is issued and outstanding and held by the Company, Acquiror, or any of their respective subsidiaries as of immediately prior to the First Effective Time (each a "Cancelled Share"), will be cancelled without any consideration paid therefor.

(d) Dissenting Shares. Notwithstanding any other provisions of this Agreement to the contrary, any shares of Company Capital Stock that are outstanding immediately prior to the First Effective Time and with respect to which the holder or beneficial owner thereof has properly demanded and perfected appraisal rights in accordance with Delaware Law, and who has not effectively withdrawn or lost such holder's or beneficial owner's appraisal rights under Delaware Law (collectively, the "Dissenting Shares"), will not be converted into or represent a right to receive the applicable consideration for Company Capital Stock set forth in Section 1.3(b), but the holder or beneficial owner thereof will only be entitled to such rights as are provided by Delaware Law, as applicable (but only after the value therefor is agreed upon or finally determined pursuant to such provisions). Notwithstanding the provisions of this Section 1.3(d), if any holder or beneficial owner of Dissenting Shares effectively withdraws or loses (through failure to perfect or otherwise) such holder's or beneficial owner's appraisal rights under Delaware Law, then, as of the later of the First Effective Time and the occurrence of such event, such holder's or beneficial owner's shares of Company Capital Stock will automatically be converted into and represent only the right to receive the consideration for Company Capital Stock, as applicable, set forth in Section 1.3(b), without interest thereon, subject to the terms and conditions set forth in this Agreement (including the Consideration Terms and Conditions). The Company shall give Acquiror prompt notice of any demand or other communication with respect to appraisal received by the Company pursuant to the applicable provisions of Delaware Law. The Company may not, except with the prior written consent of Acquiror, make any payment with respect to any such demands or offer to settle or actually settle any such demands. Any communication to be made by or on behalf of the Company to any Stockholder with respect to such demands shall be submitted to Acquiror in advance and may not be presented to any Stockholder prior to the Company receiving Acquiror's prior written consent.

(e) Treatment of Company Options.

(i) Vested Company Options. Immediately prior to the First Effective Time, and without any action on the part of any Person, each Vested Company Option, to the extent then outstanding and unexercised, shall be cancelled, and converted automatically into, upon the terms and subject to the conditions set forth in this Agreement, the right of the holder of each such Vested Company Option to receive:

(A) an amount in cash, without interest, equal to the product of (1) (I) the Per Share Option Consideration, *less* (II) the applicable exercise price per share of such Company Option, *less* (III) the Per Share Expense Fund Amount, *less* (IV) the Per Share Adjustment Escrow Amount, *multiplied by* (2) the number of shares of Common Stock subject to such Vested Company Option immediately prior to the First Effective Time; *plus*

(B) the contingent right to receive an amount of cash, without interest, equal to (1) the sum of (I) the Per Share Adjustment Surplus (if any), *plus* (II) the Per Share Adjustment Escrow Release (if any), *plus* and (III) the Per Share Expense Fund Release (if any), *multiplied by* (2) the number of shares of Common Stock subject to such Vested Company Option immediately prior to the First Effective Time.

(C) Any amounts payable pursuant to Section 1.3(e)(i)(A) shall be made on or as soon as practicable following (but in no event more than five (5) Business Days following), the first Effective Time and any amounts payable pursuant to Section 1.3(e)(i)(B) shall be paid at the same time such amounts are payable to former holders of Company Capital Stock pursuant to this Agreement, in each case, subject to applicable withholdings and, in the case of payments made to Withholding Payees, through the applicable payroll processor or a third party payment agent designated by Acquiror. It is intended that all payment with respect to Vested Company Options, including any Per Share Adjustment Escrow Release and Per Share Expense Fund Release due in respect of a Vested Company Option, comply with Treasury Regulations Section 1.409A-(i)(5)(iv)(A), which is applicable to "transaction-based compensation" or be exempt from the requirements of Section 409A of the Code, so that no payments with respect to Vested Company Options will be subject to the additional tax imposed under Section 409A of the Code, and any ambiguities or ambiguous terms herein will be interpreted to so comply or be exempt (the "409A Exempt Option Payments"). No amounts for Vested Company Options shall be payable to the holder of a Vested Company Option after the fifth anniversary of the Closing unless subject to a "substantial risk of forfeiture" within the meaning of Section 409A of the Code. Each payment made under Section 1.3(e)(i) shall be deemed a separate payment for purposes of Section 1.409A-2(b)(2) of the U.S. Treasury Regulations.

(ii) Unvested Company Options. Immediately prior to the First Effective Time, and without any action on the part of any Person, each Company Option (or portion thereof) that is not a Vested Company Option (each, an "Unvested Company Option") shall be cancelled without any consideration being payable in respect thereof and shall have no further force or effect.

(iii) Necessary Actions. Prior to the Closing, and subject to the prior review and comment by Acquiror, the Company shall take all actions reasonably necessary to effect the transactions contemplated by this Section 1.3(e) under the Plan and any Contract applicable to any Company Option.

1.4 Effects of Second Merger on Securities of Merging Entities.

(a) First Step Surviving Corporation Capital Stock. At the Second Effective Time, by virtue of the Second Merger and without any action on the part of Acquiror, the First Step Surviving Corporation, Merger Sub II, or any other Person, each share of common stock, par value $0.01 per share, of the First Step Surviving Corporation issued and outstanding immediately prior to the Second Effective Time shall be cancelled without any consideration therefor.

(b) Merger Sub II Limited Liability Company Interests. At the Second Effective Time, by virtue of the Second Merger and without any action on the part of Acquiror, the First Step Surviving Corporation, Merger Sub II, or any other Person, each limited liability company interest of Merger Sub II shall remain unchanged and continue to remain outstanding as a limited liability company interest in the Surviving Entity.

1.5 Tax Status.

(a) The parties hereto agree that the "Continuity of Interest Requirement" shall be satisfied if the Base Stock Merger Consideration constitutes at least forty percent (40%) of the Base Merger Consideration (which shall be determined (A) if the Final Acquiror Stock Price is between $105.00 and $125.00, by using the Final Acquiror Stock Price and (B) otherwise, using the average of the high and the low price per share of Acquiror Stock on the NasdaqGS, as calculated by Bloomberg Financial LP (or, if not available, in another authoritative source mutually selected by the Company and Acquiror), on the last trading day immediately prior to the First Effective Time). Assuming the Continuity of Interest Requirement is met, the Mergers, taken together, are intended to constitute an integrated plan described in Rev. Rul. 2001-46, 2001-2 C.B. 321, which shall qualify as a single "reorganization" within the meaning of Section 368(a)(1)(A) of the Code (and analogous state and local Income Tax Law), and this Agreement is intended to constitute a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3 (the "Reorganization Treatment"). The parties hereto agree to report the Mergers in accordance with the Reorganization Treatment unless (i) otherwise required following a "determination" within the meaning of Section 1313 of the Code that is defended in good faith or by applicable Law, or (ii) if the Continuity of Interest Requirement is not met. Notwithstanding anything to the contrary set forth in this Agreement, other than this Section 1.5, Acquiror makes no representations or warranties or covenants to the Company or to any Securityholder or other Person regarding the Tax treatment of the Mergers, or any of the Tax consequences to the Company or to any Securityholder or other Person of this Agreement, the Mergers or any of the other transactions or agreements contemplated hereby.

(b) The Company and each of the Securityholders acknowledges and agrees that he, she or it is relying solely on their own Tax advisors in connection with this Agreement, the Mergers, and the other transactions and agreements contemplated hereby.

(c) After the Effective Date, unless the Continuity of Interest Requirement is not met, Acquiror shall (i) continue or cause the Surviving Entity to continue the Company's historic business line, or use at least a significant portion of the Company's historic business assets in a business, in each case within the meaning of Reg. §1.368-1(d) of the U.S. Treasury Regulations; and (ii) file or cause the Surviving Entity to file the statements required under U.S. Treasury Regulations §1.368-3.

1.6 Issuance of Acquiror Common Stock.

(a) The shares of Acquiror Common Stock issuable pursuant to this Agreement are intended to be issued pursuant to one or more exemptions from registration under the Securities Act, including those under Regulation D of the Securities Act, and the exemption from qualification under applicable state securities Law, and accordingly, such shares of Acquiror Common Stock will be "restricted securities" under the Securities Act. Following the Closing, the Securityholder Representative, shall assist Acquiror as may be necessary to comply with any applicable securities, blue sky and corporate Laws relating to the transactions contemplated by this Agreement.

(b) Each book-entry entitlement representing Acquiror Common Stock (or any other securities issued in respect of such shares upon any conversion, as applicable, stock split, stock dividend, recapitalization, merger, consolidation or similar event) issued or issuable to or held by the Securityholders in accordance with the terms hereof shall bear a legend identical or similar in effect to the following legend (in addition to any other legends required by applicable Law and, as applicable, the Support Agreements or any other Contracts, in each case, entered into by such Securityholder (or any of its successors, assigns or permitted transferees)):

> THE SECURITIES 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 SALE OR DISTRIBUTION 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, AS AMENDED.
>
> THE SHARES REPRESENTED HEREBY MAY BE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, EACH AS MAY BE SET FORTH IN THE A CONTRACT WITH THE ISSUER, COPIES OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER.

(c) Notwithstanding anything herein to the contrary, the Acquiror Common Stock issued in connection with the First Merger will be subject to (i) the Consideration Terms and Conditions, (ii) as applicable, the Support Agreements or any other Contracts, in each case, entered into by such Securityholder (or any of its successors, assigns or permitted transferees) and (iii) any applicable securities, blue sky and corporate Laws, including U.S. state or federal Law.

(d) Notwithstanding anything herein to the contrary, in the case of a Person subject to withholding pursuant to Section 2.6 in respect of Acquiror Common Stock no Acquiror Common Stock shall be issued to such Person until such Person transfers the required withholding amount in cash to the applicable Withholding Agent.

1.7 Rights Not Transferable. The rights of any Person receiving Merger Consideration under this Agreement are personal in nature and, except with the written consent of Acquiror, are non-transferable and non-assignable, except that each such Person may assign his, her or its rights by will, by the Laws of intestacy or by other similar operation of Law. Any attempted transfer of such right by any holder thereof (other than as permitted by the immediately preceding sentence) will be null and void.

1.8 Taking of Necessary Action; Further Action. If at any time after the First Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the First Step Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Company and the Merger Subs, the officers and directors of the Company, Acquiror, and their Affiliates are fully authorized in the name of their respective corporations or otherwise to take, and shall take, all such lawful and necessary action.

ARTICLE II
CLOSING AND CLOSING CONSIDERATION

2.1 The Closing. Unless this Agreement is validly terminated pursuant to Section 8.1, Acquiror, the Merger Subs and the Company shall consummate the Mergers at a closing (the "Closing") within three (3) Business Days following satisfaction or waiver of the conditions set forth in Section 2.2 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to satisfaction or waiver of those conditions at the Closing) remotely by the electronic exchange of signatures and closing deliveries set forth in Section 2.3, unless another time or place (including by remote exchange of documents) is mutually agreed upon by Acquiror and the Company; *provided*, *further*, that in no event will the Closing occur prior to July 6, 2026, without the prior written consent of Acquiror. The date upon which the Closing occurs hereunder shall be referred to herein as the "Closing Date".

2.2 Closing Conditions Mutual Conditions. The respective obligations of Acquiror, the Merger Subs and the Company to effect the First Merger are subject to the satisfaction, at the First Effective Time, of the following conditions:

(i) Stockholder Approval. (A) The Requisite Stockholder Approval has been obtained and (B) the Company has delivered to Acquiror a copy of the Stockholder Written Consent, and such Stockholder Written Consent shall be in full force and effect.

(ii) No Legal Restraints. (A) There must not be any Law or Order issued by a court of competent jurisdiction (whether temporary, preliminary or permanent) in effect which has the effect of making the Mergers or any other transactions contemplated by this Agreement illegal or otherwise prohibiting or preventing the consummation of the Mergers or any other transactions contemplated by this Agreement in accordance with the terms hereof.

(iii) Required Governmental Approvals. The waiting period applicable to the Mergers pursuant to the HSR Act has expired or otherwise been terminated, and there must not be in effect any agreement or commitment with any Governmental Entity to not consummate the Mergers.

(b) Acquiror and Merger Sub Conditions. The obligations of Acquiror and the Merger Subs to effect the First Merger are subject to the satisfaction at or prior to the Closing of each of the following additional conditions, any of which may be waived in writing exclusively by Acquiror and the Merger Subs:

(i) Company Covenants. The Company must have performed and complied in all material respects with each of its covenants and obligations under this Agreement required to be performed and complied with by the Company prior to the Closing.

(ii) Company Representations and Warranties. (A) Each of the representations and warranties made by the Company (other than the Fundamental Representations and the representations and warranties set forth in Section 3.8(a)(I)) must be true and correct in all respects as of the Agreement Date and as of the Closing Date as if made as of the Closing Date, except for any such representations and warranties made on and as of a specified date, which must be true and correct as of such specified date, in each case (1) determined without giving effect to any limitation or qualification as to "materiality," "Material Adverse Effect" or similar materiality qualification and (2) except to the extent the failure of any such representations and warranties to be true and correct as of such dates would not have a Material Adverse Effect, (B) the Fundamental Representations must be true and correct in all respects, except for *de minimis* inaccuracies, as of the Agreement Date and as of the Closing Date as if made as of the Closing Date, except for any Fundamental Representations made on and as of a specified date, which must be true and correct as of such specified date in all respects, except for *de minimis* inaccuracies, and (C) the representations and warranties set forth in Section 3.8(a)(I) shall be true and correct in all respects as of the Agreement Date and as of the Closing Date as if made on the Closing Date.

(iii) Material Adverse Effect. There must be no Material Adverse Effect that has occurred after the date hereof.

(iv) Company Officer's Certificate. The Company shall have delivered to Acquiror a certificate, dated as of the Closing Date, duly executed by an authorized officer of the Company, certifying the conditions set forth in Sections 2.2(b)(i), 2.2(b)(ii) and 2.2(b)(iii) have been satisfied.

(c) Company Conditions. The obligations of the Company to effect the First Merger are subject to the satisfaction at or prior to the Closing of the following conditions, any of which may be waived in writing exclusively by the Company:

(i) Acquiror Covenants. Acquiror and the Merger Subs must perform and comply in all material respects with each of its covenants and obligations under this Agreement required to be performed and complied with by Acquiror and the Merger Subs, as the case may be, prior to the Closing.

(ii) Acquiror Representations and Warranties. (A) Each of the representations and warranties of Acquiror (other than the representations and warranties set forth in Section 4.4(d) and Section 4.9) must be true and correct in all respects as of the Agreement Date and as of the Closing Date as though such representations and warranties were made as of such date, except for any such representations and warranties of Acquiror made on and as of a specified date, which must be true and correct in all respects as of such specified date, except where any failures of any such representations and warranties to be true and correct would not reasonably be expected to materially impair the ability of Acquiror to consummate the Closing in accordance with the terms hereof, (B) the representations and warranties set forth in Section 4.4(d) must be true and correct in all respects as of the Agreement Date and as of the Closing Date as though such representations and warranties were made as of such date, except for any representations and warranties set forth in Section 4.4(d) made on and as of a specified date, which must be true and correct in all respects as of such specified date, except to the extent the failure of any such representations and warranties to be true and correct as of such dates would not have a Acquiror Material Adverse Effect, and (C) the representations and warranties set forth in Section 4.9 must be true and correct in all respects, except for *de minimis* inaccuracies, as of the Closing Date as if made as of the Closing Date, except for any representations and warranties set forth in Section 4.9 made on and as of a specified date, which must be true and correct as of such specified date in all respects, except for *de minimis* inaccuracies.

(iii) Acquiror Officer's Certificate. Acquirer and the Merger Subs shall have delivered to the Company a certificate, dated as of the Closing Date, duly executed by an authorized officer of Acquiror, certifying the conditions set forth in Sections 2.2(c)(i) and 2.2(c)(ii) have been satisfied.

(iv) Acquiror Material Adverse Effect. There must be no Acquiror Material Adverse Effect that has occurred after the date hereof.

(v) NASDAQ Listing. As of the Closing, the Acquiror Capital Stock shall remain listed on the NASDAQ.

2.3 Closing Deliveries. At or prior to the Closing:

(a) Support Agreement. The Support Agreement shall not have been revoked, rescinded, or otherwise repudiated by the Stockholders party thereto.

(b) Escrow Agreement. The Securityholder Representative and the Escrow Agent must have duly executed and delivered to Acquiror the Escrow Agreement, which must be in full force and effect and must not be revoked, rescinded, or otherwise repudiated by the respective signatories thereto.

(c) Resignation of Officers and Directors. The Company must cause each director and officer of the Company and its Subsidiaries identified at least ten (10) Business Days prior to the Closing to duly execute and deliver, with a copy to Acquiror, a letter resigning from officer and director positions (but not, for the avoidance of doubt, from employment, as applicable) (a "Resignation Letter"), effective as of the First Effective Time.

(d) Payoff Letters. The Company must deliver to Acquiror the Payoff Letters in accordance with Section 7.5(a).

(e) Terminated Agreements. The Company must deliver evidence of the termination of the Terminated Agreements in accordance with Section 7.12.

(f) FIRPTA Certificate. At or prior to the Closing, the Company must provide, or cause to be provided, a statement to the Acquiror with respect to the Company conforming to the requirements of Treasury Regulations Section 1.1445-2(c)(3), and a notice to the IRS in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2), together with written authorization for the Acquiror to deliver such notice on behalf of the Company to the IRS after the Closing. Notwithstanding anything to the contrary herein, Acquiror's only remedy for the Company's failure to provide such form will be to withhold from the payments to be made by Acquiror pursuant to this Agreement any required withholding Tax under Section 1445 of the Code.

2.4 Closing Payments.

(a) Payment Spreadsheet. The Company shall deliver to Acquiror at least five (5) days prior to the Closing Date, a spreadsheet containing the following information: (i) (A) the amount of Base Merger Consideration and the amount of Base Optionholder Consideration and (B) the calculation of the Per Share Cash Consideration, the per Share Stock Consideration and the Per Share Option Consideration, including all components and subcomponents of the foregoing; (ii) the number of Company Securities held by each Securityholder and, for each Optionholder, the number of Vested Options and Unvested Options held by such Optionholder, together with the exercise price exercise price per share of each such Company Options; (iii) allocation of the Base Merger Consideration and Base Optionholder Consideration among the Securityholders; (iv) the aggregate amount of cash and shares of Acquiror Common Stock payable in respect of such Company Securities pursuant to Section 1.3(b)(i) and Section 1.3(e)(i)(A), as applicable; (v) whether or not each Stockholder is a Qualified Payee as of the Closing Date, (vi) whether each Securityholder is a Withholding Payee or a Non-Withholding Payee; (vii) each Securityholder's Pro Rata Portion, Indemnifying Party Pro Rata Portion and Optionholder Pro Rata Portion, as applicable; (viii) the calculation of the Indemnity Escrow Shares; (ix) the calculation of the Per Share Adjustment Escrow Release, the Per Share Expense Fund Release and the Per Share Final Indemnity Escrow Shares Release (including all components and subcomponents of such amounts) assuming the release in full of the Escrow Fund and the Expense Fund, and the aggregate amount of cash and shares of Acquiror Common Stock payable in respect of such Company Securities pursuant to Section 1.3(b)(ii) and Section 1.3(e)(i)(B), as applicable, assuming the release in full of the Escrow Fund and the Expense Fund; and (x) the amount and recipient of the Third Party Expenses to be paid pursuant to Section 2.4(f) and of the Closing Pay-Off Indebtedness to be paid pursuant to Section 2.4(g) (the "Payment Spreadsheet"), and information and documentation reasonably requested by Acquiror in support of the information set forth therein. The Payment Spreadsheet shall be updated to the extent necessary by the Company after the Final Acquiror Stock Price is known to reflect the Final Acquiror Stock Price and to include applicable wire transfer information for payment of amounts pursuant to this Article II when received by the Company. The Company shall consider in good faith any of Acquiror's reasonable comments to the Payment Spreadsheet and the figures and calculations set forth thereon proposed by Acquiror prior to the Closing Date and will update, no later than three (3) days prior to the Closing Date (to the extent any updates are provided and agreed prior to such time), the Payment Spreadsheet with any such revisions that the Company, acting reasonably and in good faith, has determined are correct, accompanied by a certificate from the Company, validly executed by the Chief Financial Officer of the Company for and on the Company's behalf, certifying that the calculations and information included in the Payment Spreadsheet were prepared in good faith and in accordance with the terms of this Agreement; *provided*, *however*, that so long as the Company is acting reasonably and in good faith, the Closing shall occur based on the information set forth in the last agreed upon version of the Payment Spreadsheet (or, if no prior version has been agreed, the original Payment Spreadsheet provided by the Company or, if applicable, any updated Payment Spreadsheet provided by the Company).

(b) Reliance. Notwithstanding anything to the contrary in this Agreement or any investigation or examination conducted, or any knowledge possessed or acquired, by or on behalf of Acquiror, any Affiliate of Acquiror or any Representative thereof, or any disclosure made by or on behalf of the Company or any Representative of the Company, (i) it is expressly acknowledged and agreed that Acquiror, any Affiliate of Acquiror, the Exchange Agent and any of their respective Representatives are entitled to rely on the Pre-Closing Statement and Payment Spreadsheet, without any obligation to investigate or verify the accuracy or correctness thereof, and to make payments in accordance therewith and its use will not affect, in any manner whatsoever, any Indemnified Party's rights to indemnification, compensation and reimbursement pursuant to Article IX (if applicable) and (ii) without limiting the indemnification provisions set forth in Article IX (if applicable), in no event will Acquiror, any Affiliate of Acquiror, the Exchange Agent or any Representative thereof have any Liability to any Person (including any liability to the Securityholder Representative or any Securityholder) for any actual or alleged inaccuracy or miscalculations in, or otherwise arising from or relating to, the Pre-Closing Statement or Payment Spreadsheet or the preparation thereof or the calculations or allocations set forth therein, or payments made by any Person (including Acquiror, any Affiliate of Acquiror (including the First Step Surviving Corporation), the Exchange Agent and any Representative thereof) in accordance with the Payment Spreadsheet.

(c) Exchange Procedures.

(i) Exchange Agent. Computershare Trust Company, N.A., or another Person mutually selected by Acquiror and the Company, will serve as the Exchange Agent for the Mergers (the "Exchange Agent").

(ii) Distribution of Exchange Documents. As promptly as reasonably practicable the Exchange Agent shall deliver the Exchange Documents to each Stockholder at the address or e-mail address set forth opposite each such Person's name on the Payment Spreadsheet or otherwise specified in writing by the Company (excluding any such Exchange Documents that such Stockholder has already duly executed and delivered to Acquiror prior to the First Effective Time).

(iii) Qualified Payees. (A) On the Closing Date for any Stockholder that delivers duly executed and completed (if applicable) Exchange Documents at least three (3) Business Days prior to the Closing Date in accordance with the instructions contained therein or (B) within three (3) Business Days after delivery of duly executed and completed (if applicable) Exchange Documents, for any Stockholder that delivers duly executed and completed (if applicable) Exchange Documents after the third (3rd) Business Day prior to the Closing Date (each such Securityholder, a "Qualified Payee"), Acquiror shall pay or cause to be paid (including by causing the Exchange Agent to make payments to Non-Withholding Payees, and by causing the applicable payroll processor to pay any portion thereof payable to Withholding Payees) the cash payable to each Qualified Payee pursuant to Section 1.3(b) and issue that number of shares of Acquiror Common Stock issuable pursuant to Section 1.3(b). No cash will be paid or payable and no shares of Acquiror Common Stock will be issued or issuable to any Stockholder until such Person becomes a Qualified Payee. Acquiror shall pay or cause to be paid (including by causing the Exchange Agent to make payments to Non-Withholding Payees, and by causing the applicable payroll processor to pay any portion thereof payable to Withholding Payees) the cash payable in respect of Vested Company Options pursuant to Section 1.3(e)(i) to the holders of such Vested Company Options in accordance with Section 1.3(e).

(iv) No Further Ownership Rights in Company Securities. The consideration paid and issued in respect of the surrender for exchange of Company Securities in accordance with the terms of this Agreement will be deemed to be a full satisfaction of all rights pertaining to such Company Securities. From and after the First Effective Time, (A) all shares of Company Capital Stock will be cancelled and exchanged in to the right to receive the consideration payable therefor in accordance with Section 1.3(b), if any, or in the case of Dissenting Shares, the rights pursuant to Section 1.3(d); and (B) each previous holder of Company Capital Stock will cease to have any rights with respect thereto, except the rights described in clause (A). Following the First Effective Time, there will be no further registration of transfers on the records of the First Step Surviving Corporation of shares of Company Capital Stock which were outstanding immediately prior to the First Effective Time.

(v) Return of Consideration; No Liability. Any portion of the Merger Consideration deposited with the Exchange Agent in connection with the transactions contemplated by this Agreement which remains unclaimed by the Stockholders on the date that is one (1) year after the Effective Date shall be delivered by the Exchange Agent to Acquiror upon request by Acquiror. Any Stockholder that has not become a Qualified Payee in accordance with the requirements set forth in this Agreement prior to such request, or who otherwise has not received any portion of the Merger Consideration due and payable to such Stockholder pursuant to this Agreement, shall thereafter look only to Acquiror and the First Step Surviving Corporation or the Surviving Entity for payment of the applicable portion of the Merger Consideration (after giving effect to any required Tax withholdings and without any interest thereon), and then, only as a general unsecured creditor. Notwithstanding anything to the contrary in this Section 2.4(c), none of Acquiror, the Merger Subs, the Company, First Step Surviving Corporation, the Surviving Entity, the Securityholder Representative, the Exchange Agent or any other Person will be liable to any Person for any Merger Consideration properly delivered to a public official pursuant to applicable abandoned property, escheat or similar applicable Law.

(d) Escrow Fund. PNC Bank, National Association, or another Person mutually selected by Acquiror and the Company, shall serve as the escrow agent in connection with the Mergers (the "Escrow Agent"). At the First Effective Time, Acquiror and the Securityholder Representative shall enter into the Escrow Agreement, in a form mutually agreed by the Company and Acquiror (acting reasonably) with the Escrow Agent (with such changes as may be reasonably required by the Escrow Agent, the "Escrow Agreement") and on the Closing Date, Acquiror shall (i) deposit $16,500,000 in cash (the "Adjustment Escrow Amount") with the Escrow Agent and (ii) issue the Indemnity Escrow Shares to the Escrow Agent, for the benefit of the Stockholders. The Adjustment Escrow Amount and the Indemnity Escrow Shares, together with any dividends and income earned on thereon, are collectively referred to as the "Escrow Fund". The Escrow Fund will be held and distributed in accordance with the terms and conditions of this Agreement (including Section 1.3(b) and Section 2.5(e)) and the Escrow Agreement.

(e) Expense Fund. At the Closing, Acquiror shall retain and hold back an amount in cash equal to each Securityholder's Pro Rata Portion (calculated as of the First Effective Time) of the Expense Fund Amount from the cash consideration otherwise payable to such Person at the Closing pursuant to Section 1.3. On the Closing Date, Acquiror shall deposit, or cause to be deposited, with the Securityholder Representative the Expense Fund Amount into an account designated by the Securityholder Representative and set forth in the Payment Spreadsheet (the "Expense Fund"), and, upon such deposit, Acquiror will be deemed to have contributed to the Expense Fund, on behalf of each Securityholder, his, her, or its Pro Rata Portion (calculated as of the First Effective Time) of the Expense Fund Amount. The Expense Fund Amount may only be used by the Securityholder Representative to pay any fees, costs or other expenses it may incur in performing its duties or exercising its rights under this Agreement or any Related Agreement. The Expense Fund will be treated as received and deposited by the Securityholders at Closing for Tax purposes and be held as a trust fund for the benefit of the Securityholders and will not be subject to any Lien, attachment, trustee process or any other judicial process of any creditor of any Person. The Securityholders will not receive any interest or earnings on the Expense Fund and irrevocably transfer and assign to the Securityholder Representative any ownership right that they may otherwise have had in any such interest or earnings. Upon conclusion of the Securityholder Representative's duties under this Agreement, the Securityholder Representative shall disburse any amounts then-remaining in the Expense Fund (the "Expense Fund Release Amount") to the Securityholders (including by depositing the Expense Fund Release Amount with the Exchange Agent with respect to any portion thereof payable to Non-Withholding Payees, and, with respect to any portion thereof payable to Withholding Payees, to the applicable payroll processor, in each case for further distribution to the Securityholders) or share of Company Capital Stock subject to Vested Company Options with each Securityholder receiving, with respect to each share of Company Capital Stock (other than Cancelled Shares and Dissenting Shares) held by such Securityholder immediately prior to the First Effective Time, the Per Share Expense Fund Release.

(f) Third Party Expenses. At the Closing, Acquiror shall pay or cause to be paid, on behalf of the Company, all of the Third Party Expenses by wire transfer (or, to the extent any such amounts are payable to Withholding Payees, to the applicable payroll processor for payment no later than on the Surviving Entity's next regularly scheduled payroll date) of immediately of immediately available funds in the amounts as set forth in the applicable invoices delivered to Acquiror no later than two (2) days prior to the Closing Date in respect of such Third Party Expenses (and shall update the Payment Spreadsheet with respect to any such invoices, as applicable).

(g) Closing Pay-Off Indebtedness. At the Closing, Acquiror shall pay or cause to be paid, on behalf of the Company, all of the Closing Pay-Off Indebtedness by wire transfer of immediately available funds in in accordance with the applicable Payoff Letters in respect of such Closing Pay-Off Indebtedness.

(h) Rounding. Notwithstanding anything herein to the contrary, (i) the aggregate amount of cash to be paid, payable, or distributed at any particular time to any Securityholder in accordance with this Agreement shall be rounded to the nearest whole cent and (ii) the aggregate amount of shares of Acquiror Common Stock to be issued, issuable, or distributed at any particular time to any Securityholder in accordance with this Agreement shall be rounded to the nearest whole share.

(i) Certain Adjustments. If, between the Agreement Date and the First Effective Time, the outstanding shares of Acquiror Common Stock shall have been changed into a different number of shares or a different class of shares by reason of any stock dividend, subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination or exchange of shares, or any similar event shall have occurred, then the Acquiror Stock Price and the other applicable terms shall be equitably adjusted, without duplication, to proportionally and appropriately reflect such change.

2.5 Closing Adjustment to Merger Consideration.

(a) Pre-Closing Statement. At least five (5) days prior to the Closing Date, the Company shall prepare and deliver to Acquiror a statement (the "Pre-Closing Statement") setting forth in reasonable detail the Company's good faith calculation of the Base Merger Consideration (including all components and subcomponents thereof) prepared in accordance with the Accounting Principles, as applicable (the "Estimated Base Merger Consideration"). The Pre-Closing Statement shall be updated to the extent necessary by the Company after the Final Acquiror Stock Price is known to reflect the Final Acquiror Stock Price. After delivery of the Pre-Closing Statement and prior to the Closing, upon reasonable notice, the Company and its Representatives shall make available information reasonably requested by Acquiror used in connection with the preparation of the Pre-Closing Statement. The Company shall consider in good faith any of Acquiror's reasonable comments to the Pre-Closing Statement and the figures and calculations set forth thereon proposed by Acquiror prior to the Closing Date and will update, no later than three (3) days prior to the Closing Date (to the extent any updates are provided and agreed prior to such time), the Pre-Closing Statement with any such revisions that the Company, acting reasonably and in good faith, has determined are correct, accompanied by a certificate from the Company, validly executed by the Chief Financial Officer of the Company for and on the Company's behalf, certifying that the calculations and information included in the Payment Spreadsheet were prepared in good faith and in accordance with the terms of this Agreement; *provided*, *however*, so long as the Company is acting reasonably and in good faith, and the Closing shall occur based on the information set forth in the last agreed upon version of the Pre-Closing Statement (or, if no prior version has been agreed, the original Pre-Closing Statement provided by the Company or, if applicable, any updated Pre-Closing Statement provided by the Company). Base Merger Consideration and each of the components and subcomponents thereof will be expressed in USD determined by converting any non-USD components and subcomponents using the applicable Exchange Rate.

(b) No Limitations. Nothing in Section 2.5(a) (including the fact that Acquiror may provide comments on or request changes to the Pre-Closing Statement or any of the figures or calculations set forth thereon or that Acquiror and the Company may agree to changes to the information or amounts on the Pre-Closing Statement) will in any way limit the right of any Person under the remaining provisions of this Section 2.5 or Article IX (if applicable).

(c) Post-Closing Statement. Within ninety (90) days of the Effective Date, Acquiror shall prepare and deliver, or cause to be prepared and delivered, to the Securityholder Representative a statement (the "Post-Closing Statement") setting forth its good faith calculation of the Base Merger Consideration (including all components and subcomponents of each of the foregoing) prepared in accordance with the Accounting Principles (to the extent applicable).

(d) Review of Post-Closing Statement.

(i) Examination. After receipt of the Post-Closing Statement, the Securityholder Representative will have forty-five (45) days (the "Adjustment Review Period") to review the Post-Closing Statement. During the Adjustment Review Period, Acquiror shall make available to the Securityholder Representative, the books and records of the Company, the First Step Surviving Corporation, Merger Sub II and the personnel of Acquiror and Acquiror's accountants to the extent that they relate to the Post-Closing Statement and to such information relating to or used in connection with the preparation of the Post-Closing Statement as Securityholder Representative may reasonably request for the purpose of reviewing the Post-Closing Statement and to prepare a Statement of Objections (defined below); *provided, however,* that such access must be in a manner that does not unreasonably interfere with the normal business operations of Acquiror or the Company.

(ii) Objection. On or prior to the last day of the Adjustment Review Period, the Securityholder Representative may object to the Post-Closing Statement by delivering to Acquiror a written statement setting forth the Securityholder Representative's objections in reasonable detail which objections must indicate each disputed item and the amount and the numerical basis and other rationale for the Securityholder Representative's disagreement with such item or amount (the "Statement of Objections"). Any component of the Post-Closing Statement that is not disputed in a Statement of Objections will be final and binding upon the parties to this Agreement and the Securityholders, and not subject to appeal. If the Securityholder Representative fails to deliver the Statement of Objections to Acquiror before the expiration of the Adjustment Review Period or delivers a statement accepting the Post-Closing Statement, the Post-Closing Statement will be final and binding upon the parties to this Agreement and the Securityholders, and not subject to appeal. If the Securityholder Representative delivers the Statement of Objections before the expiration of the Adjustment Review Period, then Acquiror and the Securityholder Representative shall cooperate in good faith to resolve such objections within thirty (30) days after the delivery of the Statement of Objections (the "Resolution Period"). Acquiror and the Securityholder Representative shall set forth in a memorandum signed by both parties any such disputed items that are resolved within the Resolution Period and any such signed memorandum will be final and binding upon the parties to this Agreement and the Securityholders, and not subject to appeal. Notwithstanding anything to the contrary in this Agreement, the Post-Closing Statement shall not take into account the content of any Tax Return of any Group Company filed after the Closing Date or any Action with respect to Taxes that arises or is settled following the Closing Date, unless otherwise specifically contemplated by this Agreement.

(iii) Resolution of Disputes. If the Securityholder Representative and Acquiror fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then Acquiror and Securityholder Representative shall appoint an impartial internationally recognized mutually agreeable independent accounting firm capable of serving as an accounting expert with relevant experience in resolving such disputes, which firm is not the regular auditing firm of Acquiror or the Securityholder Representative (such firm so engaged, the "Independent Accountant") for review and resolution of any amounts remaining in dispute (the "Disputed Amounts"). Acquiror and the Securityholder Representative shall instruct the Independent Accountant to (A) act as an expert and not an arbitrator, (B) make all calculations in accordance with the Accounting Principles and the terms and conditions of this Agreement, (C) determine only the Disputed Amounts and (D) only determine an amount with respect to any such Disputed Amount within the range of values assigned to each such item in the Post-Closing Statement and the Statement of Objections.

(iv) Engagement and Fees of the Independent Accountant. Each of Acquiror and the Securityholder Representative shall enter into a customary engagement letter with the Independent Accountant at the time such dispute is submitted to the Independent Accountant and otherwise cooperate with the Independent Accountant. Acquiror and the Securityholder Representative shall cause the engagement letter to (A) require the Independent Accountant to make all calculations in accordance with the Accounting Principles and the terms of this Agreement even if there is a discrepancy between the Accounting Principles or the terms of this Agreement and GAAP and (B) provide Acquiror and the Securityholder Representative an opportunity to (1) submit a written statement in support of their respective positions with respect to the Disputed Amounts, (2) provide supporting material to the Independent Accountant in defense of their respective positions with respect to the Disputed Amounts and (3) submit a written statement responding to the other party's position with respect to the Disputed Amounts. Neither Acquiror nor the Securityholder Representative shall communicate with the Independent Accountant on an ex parte basis with respect to the subject matter of this Agreement. Subject to customary confidentiality and indemnity agreements, Acquiror and the Securityholder Representative shall provide the Independent Accountant with access to their respective books, records, personnel and representatives and such other information as the Independent Accountant may require in order to render its determination. Each of Acquiror and the Securityholder Representative shall instruct the Independent Accountant to deliver to Acquiror and the Securityholder Representative a written determination (including a worksheet setting forth all material calculations used in arriving at such determination that is based solely on information provided to the Independent Accountant by Acquiror and the Securityholder Representative) of the Disputed Amounts (including a calculation of the allocation of its costs and expenses in accordance with Section 2.5(d)(v)) within thirty (30) days after its engagement. Any such determination will be final and binding upon the parties to this Agreement and the Securityholders, and not subject to appeal, absent manifest error. The date on which the Independent Accountant delivers its written determination to Acquiror and the Securityholder Representative is referred to in this Agreement as the "Adjustment Determination Date".

(v) Allocation of Expenses. The fees and expenses of the Independent Accountant will be allocated between the Securityholder Representative (on behalf of the Securityholders), on the one hand, and Acquiror, on the other hand, based upon the percentage that the amount actually contested but not awarded to the Securityholder Representative or Acquiror, respectively, bears to the aggregate amount actually contested by the Securityholder Representative and Acquiror. For example, if the Securityholder Representative claims the Base Merger Consideration is $1,000 greater than the amount determined by Acquiror, and Acquiror contests only $500 of the amount claimed by the Securityholder Representative, and if the Independent Accountant ultimately resolves the dispute by awarding Acquiror $300 of the $500 contested, then the costs and expenses of the Independent Accountant would be allocated forty percent (40%) (i.e., 200 ÷ 500) to Acquiror and sixty percent (60%) (i.e., 300 ÷ 500) to the Securityholder Representative (for the benefit of the Securityholders).

(e) Post-Closing Payments.

(i) Certain Definitions. For purposes of this Agreement, "Final Base Merger Consideration" means the Base Merger Consideration and each of its components and subcomponents, as finally determined pursuant to this Section 2.5.

(ii) Shortfall Payments. If the Final Base Merger Consideration is less than the Estimated Base Merger Consideration (the amount of such deficit, the "Adjustment Shortfall") then, on or prior to the date that is three (3) Business Days after the Adjustment Determination Date Acquiror and the Securityholder Representative shall deliver a joint written instruction to the Escrow Agent instructing it to distribute to Acquirer an amount in cash equal to the lesser of (x) the absolute value of the Adjustment Shortfall and (y) the Adjustment Escrow Amount. In the event that the Adjustment Shortfall is greater than the Adjustment Escrow Fund, Acquiror shall have no recourse against the Securityholders or any other Person (it being understood that the sole and exclusive remedy for any Adjustment Shortfall shall be the Adjustment Escrow Fund).

(iii) Surplus Payments. If the Final Base Merger Consideration is equal to or greater than the Estimated Base Merger Consideration (the amount of such surplus (if any), the "Adjustment Surplus"), then, promptly, and in any event within three (3) Business Days after the Adjustment Determination Date, Acquiror shall pay or cause to be paid (including by depositing the Adjustment Surplus with the Exchange Agent with respect to any portion thereof payable to Non-Withholding Payees, and, with respect to any portion thereof payable to Withholding Payees, to the applicable payroll processor, in each case for further distribution to the applicable Securityholders) the Per Share Adjustment Surplus payable to the applicable Securityholders in accordance with Section 1.3(b) and Section 1.3(e) using the same payment method used to pay the Merger Consideration to such Securityholders at the Closing, unless notified in writing by the Securityholder Representative of an alternative payment method prior to the Adjustment Determination Date.

(iv) Release of Adjustment Escrow. Promptly, and in any event within three (3) Business Days after the Adjustment Determination Date, Acquiror and the Securityholder Representative shall deliver a joint written instruction to the Escrow Agent instructing it to release an amount in cash equal to the Adjustment Escrow Amount (together with any dividends and income earned on thereon) less the reductions thereof contemplated by Section 2.5(e)(ii) (if any) (the "Adjustment Escrow Release Amount") and shall pay or cause to be paid (including by depositing the Adjustment Escrow Release Amount with the Exchange Agent with respect to any portion thereof payable to Non-Withholding Payees, and, with respect to any portion thereof payable to Withholding Payees, to the applicable payroll processor, in each case for further distribution to the applicable Securityholders) the Per Share Adjustment Escrow Release payable to the applicable Securityholders in accordance with Section 1.3(b) and Section 1.3(e) using the same payment method used to pay the Merger Consideration to such Securityholders at the Closing, unless notified in writing by the Securityholder Representative of an alternative payment method prior to the Adjustment Determination Date.

(f) Tax Treatment. Any payment made under this Section 2.5(f), to the extent permitted by applicable Law, will be treated for all Income Tax purposes as an adjustment to the Base Merger Consideration.

2.6 Withholding Taxes. The Company, the Exchange Agent, Acquiror, the First Step Surviving Corporation, the Surviving Entity and each of their Affiliates and Representatives (each a "Withholding Agent") are entitled to deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Agreement such amounts as may be required to be deducted or withheld therefrom under any provision of Tax Law or under any Laws or Orders, and to be provided any necessary Tax forms, including IRS Form W-9 or the appropriate series of IRS Form W-8; *provided, however*, that (a) the applicable Withholding Agent, other than in the case of compensatory amounts subject to payroll reporting and withholding, will use commercially reasonable efforts to notify the Securityholder Representative and such Persons of any amounts otherwise payable to such Persons that it intends to deduct and withhold at least five (5) Business Days prior to withholding such amounts and (b) the applicable Withholding Agent will timely pay such deducted and withheld amount to the appropriate Taxing Authority. To the extent such amounts are so deducted or withheld pursuant to the preceding sentence, such amounts will be treated for all purposes under this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid. In the case of deliveries of Acquiror Common Stock, any such withholding shall be effected and withheld from the cash payable pursuant to this Agreement. Notwithstanding anything else to the contrary in this Agreement, all compensatory amounts subject to payroll reporting or withholding payable pursuant to or as contemplated by this Agreement shall be payable to the applicable Person through the Company's payroll (or the payroll of a Group Company, as applicable) in accordance with applicable payroll procedures.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Disclosure Letter delivered by the Company to Acquiror on the Agreement Date (the "Disclosure Letter") in accordance with Section 11.2, the Company hereby represents and warrants to Acquiror and the Merger Subs, with respect to the Company and its Subsidiaries as follows:

3.1 Organization and Good Standing.

(a) The Company is a corporation, duly incorporated, validly existing and in good standing under the Laws of the State of Delaware. Each Subsidiary of the Company is a corporation, partnership, limited liability company or other business entity, as the case may be, duly organized, validly existing and in good standing (or the equivalent thereof) under the laws of its respective jurisdiction of formation, except where the failure to be so organized, validly existing and in good standing (or the equivalent thereof) would not have a Material Adverse Effect. Each Group Company has the requisite corporate, partnership, limited liability company or other applicable power and authority to own, lease and operate its assets and properties and to carry on its businesses as presently conducted, except where the failure to have such power or authority would not have a Material Adverse Effect. Each Group Company is duly qualified or licensed to transact business and is in good standing (or the equivalent thereof) in each jurisdiction in which the property owned, leased or operated by such Group Company, or the nature of the business conducted by such Group Company, makes such qualification or licensing necessary, except where the failure to be so duly qualified or licensed and in good standing would not have a Material Adverse Effect.

(b) True, correct and complete copies of the Governing Documents of the Company and each of its Subsidiaries have been Made Available to Acquiror and none of the Company or its Subsidiaries is in violation of any of the provisions of such Governing Documents, except as would not be material to the Group Companies taken as a whole. Since the date of the Governing Documents of the Company and each of its Subsidiaries were Made Available, the board of directors (or the equivalent thereof) of any Group Company has not approved or proposed, nor has any shareholder proposed, any amendment to any of the Governing Documents of the Group Companies.

(c) Section 3.1(c) of the Disclosure Letter lists the directors and officers of the Company.

3.2 Capitalization.

(a) The authorized capital stock of the Company consists of (i) 400,000 shares of common stock, par value $0.01 per share (the "Company Common Stock"), of which, 337,255.53 shares are issued and outstanding as of the Agreement Date and (ii) 1,000 shares of undesignated preferred stock, par value $0.01 per share (the "Company Preferred Stock") none of which are issued and outstanding as of the Agreement Date. As of the Agreement Date, the Company Common Stock consists of 360,000 shares of series A common stock (the "Series A Common Stock"), of which, 337,185.40 shares are issued and outstanding and 40,000 shares of series B common stock (the "Series B Common Stock"), 70.13 of which are issued and outstanding.

(b) As of the Agreement Date, the shares of Company Capital Stock are held by the Persons and in the amounts set forth in Section 3.2(b) of the Disclosure Letter which further sets forth with respect to each such Person (i) the name of such Person and the number of shares held and (ii) the class and series of such shares. Other than the shares of Company Capital Stock set forth in Section 3.2(b) of the Disclosure Letter, the Company has no other shares authorized, issued or outstanding. All outstanding shares of Company Capital Stock are duly authorized, validly issued, fully paid and not subject to outstanding subscriptions, preemptive rights, rights of first refusal or "put" or "call" rights or other Liens (other than Permitted Liens), except, in each case, as set forth in the Governing Documents of the Company. The Company Capital Stock and other Company Securities and the Equity Interests in any Group Company have been issued in material compliance with all applicable state and federal securities Laws and not in violation of any preemptive rights, rights of first refusal or similar right. No outstanding shares of Company Capital Stock are represented by physical stock certificates.

(c) Except for the Plan, the Company does not sponsor or maintain any stock option plan or any other plan or Contract providing for equity-related compensation to any Person (whether payable in shares, cash or otherwise). The Plan has been duly authorized, approved and adopted by the Company's Board of Directors and the Stockholders and is in full force and effect. The Company has reserved 37,473 shares of Company Common Stock for issuance to employees and directors of, and consultants to, the Company upon the issuance of stock or the exercise of options granted under the Plan, of which 29,932 shares are issuable, as of the Agreement Date, upon the exercise of outstanding, unexercised options granted under the Plan, 0 shares have been issued upon the exercise of options and remain outstanding as of the Agreement Date and 7,541 shares remain available for future grant. Section 3.2(c) of the Disclosure Letter sets forth, as of the Agreement Date, for each outstanding Company Option, the (1) name of the Optionholder thereof, (2) whether such Optionholder is an Employee, (3) the grant date thereof, (4) whether such Company Option was granted pursuant to the Plan, (5) the vesting schedule (including all acceleration provisions) applicable to such Company Option and to the extent to which such Company Option will be a Vested Company Option or an Unvested Company Option (assuming that the transactions in this Agreement are consummated and assuming that all holders of Company Options as of the Agreement Date continue in service through the Closing Date and do not exercise any Company Options), and (7) the exercise price per share and the number, class and series of shares of Company Capital Stock underlying such Company Option to date, and (8) whether such Company Option is a nonstatutory option or intended to qualify as an incentive stock option as defined in Section 422 of the Code. The terms of the Plan and the applicable agreements for each Company Option permit the treatment of Company Options described in this Agreement, without the consent or approval of the holders of such securities or the Stockholders (other than the Requisite Stockholder Approval).

(d) Except for the shares of Company Capital Stock and the Company Options set forth on Section 3.2(b) and Section 3.2(c) of the Disclosure Letter, (A) there are no commitments (whether or not binding) to issue, grant, sell, repurchase or redeem, or amend any Company Securities or Equity Interests in any Group Company, (B) there are no outstanding or authorized stock appreciation rights, phantom equity interests, profit participation, contingent value rights or other similar rights to which any Group Company is a party or may be bound requiring the issuance of sale of any security interest in any Group Company (whether payable in Company Securities, cash or otherwise), and (C) no Equity Interests of any Group Company are reserved for issuance for any such purpose described in (A) and (B) above (other than shares of Company Capital Stock reserved in respect of outstanding Company Options). Except as contemplated hereby or as set forth in the Governing Documents, there are no voting trusts, proxies, or other Contracts with respect to the voting shares of the Company, and there are no Contracts to which the Company is a party relating to the registration, sale or transfer (including Contracts relating to rights of first refusal, right of first offer, co-sale rights or "drag-along" rights) of any Equity Interests of any Group Company. The Company owns, directly or indirectly, all of the Equity Interests of each Group Company (other than the Company), and no Group Company owns any Equity Interests of any Person that is not a Subsidiary.

(e) Other than as set forth on Section 3.2(e) of the Disclosure Letter, the Company has no outstanding Indebtedness of the type described in clauses (a), (b) or (e) of the definition thereof ("Funded Indebtedness"). The Company has Made Available a true, correct and complete copy of each Contract or other instrument evidencing the Funded Indebtedness of the Company. With respect to each such item of Funded Indebtedness, the Company is not in default and no payments are past due. There are no outstanding loans or Indebtedness involving, on the one hand, the Company and on the other hand, any of the Securityholders.

3.3 Authority and Enforceability. The Company has all requisite power and authority to enter into this Agreement and any Related Agreements to which it is or will be a party and to consummate the Mergers and the other transactions contemplated hereby and thereby. The execution and delivery of this Agreement and any Related Agreements to which the Company is a party and the consummation of the Mergers and the other transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of the Company (including the unanimous approval of the board of directors of the Company) and no further corporate action, including action or consent by the Stockholders or other Securityholders, is required on the part of the Company to authorize this Agreement and any Related Agreements to which the Company is a party or to consummate the Mergers or any other transactions contemplated hereby and thereby, other than the adoption of this Agreement and approval of the Mergers by the Stockholders who hold at least a majority of the outstanding shares of Company Capital Stock, voting together as a class on an as-converted to Company Common Stock basis, (the "Requisite Stockholder Approval").

(b) This Agreement and each of the Related Agreements to which the Company is a party have been or will be (as applicable) duly executed and delivered by the Company and assuming the due authorization, execution and delivery by the other parties hereto and thereto, constitute or will constitute (as applicable) the valid and binding obligations of the Company enforceable against it in accordance with their respective terms, except to the extent that enforceability may be limited by Laws of general application relating to bankruptcy, insolvency, reorganization, moratorium, the relief of debtors and enforcement of creditors' rights in general and subject to general principles of equity (the "Enforceability Laws").

3.4 Financial Statements.

(a) Section 3.4 of the Disclosure Letter sets forth the Company's (i) audited consolidated balance sheet as of December 31, 2025 (the "Latest Balance Sheet Date") and the related consolidated statements of operations, cash flows, and stockholders' equity for the twelve (12) month period then ended (the "Audited Year-End Financials") and (ii) the unaudited consolidated balance sheet as of March 31, 2026, and the related unaudited consolidated statements of operations, cash flows, and stockholders' equity for the three (3) month period then ended (together with the Audited Year-End Financials, the "Financials"). The Financials have been prepared in accordance with GAAP and are derived from and consistent with the books and records of the Group Companies and present fairly in all material respects the Company's consolidated financial condition, operating results and cash flows as of and for the periods indicated therein, except as may be indicated in the notes thereto and except, in the case of unaudited Financials, for the absence of footnotes and subject to year-end adjustments and reclassifications in accordance with GAAP. The Company's unaudited consolidated balance sheet included in the Audited Year-End Financials is referred to hereinafter as the "Current Balance Sheet."

(b) The Company and its Subsidiaries have a system of internal accounting controls designed to provide reasonable assurances that (i) all transactions are executed in accordance with management's general or specific authorization, and (ii) all transactions are recorded as necessary to permit the accurate preparation of financial statements in accordance with GAAP. There has not been during the periods covered by the Financials (A) any significant deficiency or weakness in any system of internal accounting controls used by the Company and its Subsidiaries that resulted in the withdrawal of any audit opinion by their independent auditors with respect to the Audited Year-End Financials or any restatement of the Financials, (B) to the Company's Knowledge, any fraud or other wrongdoing that involves any of the management or other employees of the Company and its Subsidiaries who have a role in the preparation of financial statements or the internal accounting controls used by the Company and its Subsidiaries, or (C) any written or, to the Company's Knowledge, other claim or allegation regarding any of the foregoing.

(c) Except as would not be material to the Group Companies taken as a whole, all accounts receivable of the Company and its Subsidiaries (i) are reflected in their books and records and, to the extent arising prior to the Latest Balance Sheet Date, in the Audited Year-End Financials, in accordance with GAAP consistently applied, and (ii) represent valid and enforceable obligations arising out of bona fide sales actually made or services actually performed in the ordinary course of business and are not subject to any defenses, credits, setoffs or counterclaims outside of the ordinary course of business.

3.5 No Undisclosed Liabilities. The Company does not have any Liabilities, whether or not of a type required to be recorded on a consolidated balance sheet of the Group Companies prepared in accordance with GAAP, except for those which (a) have been accrued or reserved against in the Current Balance Sheet, (b) have been incurred in the ordinary course of business since the Latest Balance Sheet Date (none of which results from a breach or violation of any Contract or Law), (c) are incurred in connection with this Agreement or the transactions contemplated hereby or (d) would not have a Material Adverse Effect.

3.6 Consents and Approvals; No Violations. Assuming the truth and accuracy of the representations and warranties of Acquiror set forth in Section 4.5, no notice to, filing with, or authorization, consent or approval of any Governmental Entity is necessary for the execution, delivery or performance of this Agreement by the Company or the consummation by the Company of the transactions contemplated hereby, except for (a) compliance with and filings under the HSR Act, (b) those the failure of which to obtain or make would not be material to the Group Companies, taken as a whole, and (c) those that may be required solely by reason of Acquiror's (as opposed to any other third party's) participation in the transactions contemplated hereby. Neither the execution and delivery of this Agreement nor the performance by the Company of its obligations hereunder (i) conflict with the Company's or any of its Subsidiaries' Governing Documents or (ii) (A) result in a violation or breach of, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, payment, amendment, modification or acceleration) under any Contracts except as, with respect to Contracts that are not Material Contracts, would not be material to the Group Companies taken as a whole, (B) contravene any Law or Order or (C) except as contemplated by this Agreement or with respect to Permitted Liens, result in the creation of any Liens upon any of the material assets or properties of any Group Company.

3.7 Material Contracts.

(a) Except for any Company Employee Plan or International Employee Plan as of the date hereof, no Group Company is party to or bound by any of the following (collectively with the Material Leases, "Material Contracts"):

(i) any Contract with a Top Customer or Top Vendor pursuant to which material payments are to be made or received by a Group Company or material payment obligations of a Group Company remain outstanding as of the date of this Agreement;

(ii) any Contract (A) relating to the disposition or acquisition of assets by a Group Company; or (B) pursuant to which any Group Company will acquire or dispose of any material ownership interest in any other Person or other business enterprise, in each case of clauses (A) and (B), with outstanding payment obligations of greater than $1,000,000;

(iii) any Contract relating to the acquisition, use, licensing-in, or sublicensing-in of any third-party Intellectual Property Rights, other than (A) non-exclusive licenses of commercially available Software with annual aggregate payments by a Group Company of less than $350,000 per year, (B) non-disclosure agreements, and employee and independent contractor Intellectual Property Rights assignment agreements, in each case that are entered into in the ordinary course of business, and such agreements with employees, substantially on the Company's standard form agreements and (C) Open Source Software licenses;

(iv) any Contract pursuant to which the Group Companies grant to a third party a license under Owned Intellectual Property Rights, other than (A) non-exclusive licenses granted to customers, vendors or service providers of the Group Companies in the ordinary course of business, and (B) non-exclusive licenses granted to contractors solely for the purpose of the provision of services for the benefit of the Group Companies in the ordinary course of business;

(v) any Contract (A) including covenants by any Group Company not to compete in any line of business or geographic area, (B) containing any provision with respect to exclusivity (other than licenses from customers in the ordinary course of business), or (C) restricting the right of the Company or its Subsidiaries to sell to or purchase from any Person, or that grants the other party or any third person "most favored nation" status;

(vi) any Contract pursuant to which any Group Company is restricted from using, registering or enforcing any Owned Intellectual Property Rights in any material respect (including co-existence agreements, settlement agreements and covenant not to sue agreements);

(vii) any Contract involving the settlement, conciliation or similar agreement of any Action with respect to which any Group Company owes any material unpaid amount or has any other material outstanding obligation;

(viii) any Contracts with a Governmental Entity;

(ix) any joint venture or partnership agreement or other agreement which involves a sharing of revenues, profits, losses, costs or liabilities by the Company or its Subsidiaries with any other Person;

(x) any contract relating to the borrowing or lending of more than $500,000 of money or to mortgaging, pledging or otherwise placing or granting a Lien (other than a Permitted Lien) on any portion of the assets of the Company or its Subsidiaries;

(xi) any agency, dealer, distributor, sales representative, marketing or other similar contract, in each case that is material to the Group Companies, taken as a whole; or

(xii) any Contract under which a Group Company is bound that, following the execution and delivery of this Agreement, would or would purport to: (A) have Acquiror or any of its Affiliates (other than the Group Companies) grant or be bound by, any exclusive rights, noncompetition rights, rights of first refusal, rights of first negotiation or similar rights; or (B) require Acquiror or any of its Affiliates (other than the Group Companies) grant any license under Intellectual Property Rights.

(b) Each Material Contract listed or required to be listed on Section 3.6 of the Disclosure Letter is a legal, valid and binding obligation of the applicable Group Company that is party thereto and enforceable in accordance with its terms against the Company or such Subsidiary and, to the Company's Knowledge, each other party thereto. The Company has made available to Acquiror true, complete and correct copies of all Material Contracts. No Group Company (with or without notice or passage of time or both) is or has, in any material respect, violated or breached, or committed any default under, any Material Contract nor have the Group Companies received any notice of default or breach under or intention to terminate or materially alter the terms of any Material Contract in a manner adverse to the Group Companies. To the Company's Knowledge, no other Person has materially violated or breached, or committed any material default under, any Material Contract. There are no material outstanding claims under any Material Contract other than obligations under executory Material Contracts pursuant to the terms thereof that are not related to breach or default thereunder.

3.8 Absence of Changes.

(a) During the period beginning on the Latest Balance Sheet Date, (I) there has not been a Material Adverse Effect, (II) the business of the Company and each of its Subsidiaries has been conducted, in all material respects, in the ordinary course of business (other than actions expressly contemplated by this Agreement) and (III) none of the Group Companies has:

(i) (A) effected any recapitalization, reclassification, adjustment, equity split or combination or like change in its capitalization, (B) declared, authorized, set aside for payment or paid any dividend on, or made any other distribution in respect of, any of its Equity Interests, other than dividends or distributions in cash or dividends or distributions by any Subsidiary of the Company to the Company or any wholly-owned Subsidiary of the Company or (C) reincorporated or changed its form of legal entity, in each case material to the Group Companies as a whole;

(ii) transferred or issued to any Person (other than the Company or another of its Subsidiaries) any Equity Interests of any of the Company's Subsidiaries or issued any Equity Interests of the Company (other than issuances upon the exercise of stock options outstanding as of the date hereof pursuant to their terms in place as of such date);

(iii) redeemed, purchased or otherwise acquired any of its Equity Interests (other than redemptions or repurchase of Equity Interests pursuant to and in accordance with the terms of any Company Employee Plan or International Employee Plan);

(iv) subjected any material portion of its properties or assets to any material lien, except for Permitted Liens;

(v) sold, assigned or transferred any material portion of its tangible assets, except in the ordinary course of business or sales of obsolete assets or assets with *de minimis* or no book value;

(vi) sold, licensed, assigned, transferred, encumbered, abandoned, or otherwise disposed of any Owned Intellectual Property Rights, except for non-exclusive licenses granted to customers, vendors or service providers of the Group Companies in the ordinary course of business;

(vii) disclosed any material trade secret or material confidential information included in the Owned Intellectual Property Rights to any third party other than to a third party who is under reasonable confidentiality obligations that require such third party to protect the confidentiality of such information for the benefit of the Group Companies;

(viii) made any capital investment in, any capital expenditure or any loan to, any other Person, in each case, in excess of $500,000, except in the ordinary course of business, consistent with the capital expenditure budget of the Group Companies or pursuant to any existing Contract;

(ix) materially amended or authorized the amendment of its organizational documents;

(x) merged into, consolidated with, or sold a substantial part of its assets to any other Person, made any acquisition of any capital stock or business of any other Person (whether by merger, stock or asset purchase or otherwise), or permitted any other Person to be merged or consolidated with it;

(xi) commenced or initiated any Action, or settled any Action pending or threatened against any Group Company if (i) the amount payable in connection therewith, or the value of such right, would reasonably be expected to exceed $250,000 or $2,000,000 in the aggregate or (ii) it would reasonably be expected to impose material nonmonetary obligations on any member of the Group Companies;

(xii) (A) materially amended or modified, terminated or waived, or released, allowed to lapse or expire, or relinquished any right under any Material Contract, Material Lease or material insurance policy, (B) except in the ordinary course of business, entered into any Material Contract, (C) entered into any Material Contract of the type described in clause (ii)(A) of Section 3.6 or in clauses (ii), (iv), (v), (vi), (ix) or (xii) of Section 3.7 or (D) entered into any Contract or arrangement of the type described in Section 3.18;

(xiii) taken any action or failed to take any action that would reasonably be expected to have the effect of (A) accelerating the collection of, or discounting, accounts receivable outside the ordinary course of business or (B) delaying or postponing the payment of accounts payable or other liabilities outside the ordinary course of business;

(xiv) adopted a plan or agreement of complete or partial liquidation or dissolution;

(xv) incurred, assumed or guaranteed any indebtedness for borrowed money or any capitalized lease obligations (including intercompany indebtedness between a Foreign Group Company, on the one hand, and a U.S. Group Company, on the other hand) other than intercompany indebtedness among the Company and the Company's U.S. Subsidiaries;

(xvi) changed material accounting, cash management or working capital methods or principles in any material respect, except as required by GAAP;

(xvii) (A) negotiated, entered into, amended or extended any contract with a Union or (B) taken any action that would constitute a "mass layoff" or "plant closing" within the meaning of the Worker Adjustment and Retraining Notification Act of 1988 or would otherwise trigger notice requirements under any similar state or local plant closing notice Law;

(xviii) except as otherwise required by Law or required by the terms of any Company Employee Plan or International Employee Plan: (A) increased the compensation or benefits provided or to be provided, under any Company Employee Plan, International Employee Plan or otherwise, to any current or former employee or other individual service provider whose annual base compensation exceeds (or did exceed) $200,000 or increased the compensation or benefits provided or to be provided to any other current or former employee or other individual service provider outside of the ordinary course of business; (B) hired, engaged or terminated (without cause) the employment or engagement of any current or former employee or other individual service provider whose annual base compensation exceeds (or did exceed) $200,000; (C) granted any change in control or retention bonus, severance or termination pay or benefit to any current or former employee or other individual service provider; (D) established, adopted, entered into, materially amended, or committed to take any of the foregoing actions with respect to, any material Company Employee Plan or International Employee Plan, or take any action to accelerate the time of payment, vesting or funding of any compensation or benefits under any material Company Employee Plan or International Employee Plan (including any plan or arrangement that would be a material Company Employee Plan or International Employee Plan if it was in effect on the date hereof) or (E) made any broad based changes to employee compensation, in each case, other than in connection with periodic benefit renewals in the ordinary course of business; or

(xix) agreed to any of the foregoing.

3.9 Litigation. Since the Look Back Date, there has been no, and there is no Action pending or, to the Company's Knowledge, threatened in writing against or affecting any Group Company which, if determined adverse to the Group Companies, would be material to the Group Companies taken as whole. No Group Company (i) has entered any settlement agreements or similar written agreements with any Governmental Entity with outstanding obligations or (ii) is subject to any outstanding Order, writ, injunction, judgments, stipulations, determinations, awards or decrees by any Governmental Entity.

3.10 Compliance with Applicable Law. The Group Companies hold and since the Look Back Date have held all permits, licenses, approvals, certificates, consents and other authorizations of and from all, and have made all declarations and filings with, Governmental Entities necessary for the conduct of their respective businesses as currently conducted, except for failures to hold such permits, licenses, approvals, certificates and authorizations which would not be, individually or in the aggregate, material to the Group Companies, taken as a whole (each, a "Material Permit"). The business of the Group Companies is operated in compliance with all applicable Laws, rules, regulations, codes, ordinances, and applicable Orders of all Governmental Entities, except for instances of noncompliance that would not be, individually or in the aggregate, material to the Group Companies, taken as a whole. Since the Look Back Date, (i) neither the Company nor any of its Subsidiaries (A) has received or entered into any Orders, citations, complaints, consent Orders, compliance schedules or other similar enforcement Orders from or with any Governmental Entity or (B) has received any other written notice that indicates material non-compliance with any applicable Laws and (ii) no formal or informal Action related to the Company or any of its Subsidiaries is being conducted by any Governmental Entity, and, to the Company's Knowledge, no such Action, investigation or review is scheduled, pending or threatened, in each case, material to the Group Companies, taken as a whole. None of the Company nor any of its Subsidiaries has received written notice or, to the Company's Knowledge, other notice from any Governmental Entity that it has taken or intends to take, action to suspend, revoke, terminate, place on probation, restrict, limit, modify or not renew any Material Permit.

3.11 Employee Plans.

(a) Section 3.11(a) of the Disclosure Letter lists all material Company Employee Plans, by jurisdiction. The Group Companies have delivered to Acquiror a true and complete copy of the following documents, to the extent that they are applicable, with respect to each material Company Employee Plan: (i) correct and complete copies of all documents embodying each Company Employee Plan including all amendments thereto and all related trust documents; (ii) the most recent annual reports (Form Series 5500 and all schedules and financial statements attached thereto) required under ERISA or the Code in connection with each Company Employee Plan; (iii) if the Company Employee Plan is funded, the most recent annual and periodic accounting of Company Employee Plan assets; (iv) the most recent summary plan description together with the summary(ies) of all modifications thereto required under ERISA with respect to each Company Employee Plan; (iv) all material written Contracts relating to each Company Employee Plan, including administrative service agreements and group insurance contracts; (vi) all material and non-routine correspondence to or from the Internal Revenue Service, U.S. Department of Labor or any other governmental agency relating to any Company Employee Plan within the past three years; (vii) all discrimination tests for each Company Employee Plan for the three most recently completed plan years; (viii) the most recent IRS determination, opinion, notification or advisory letters issued with respect to each Company Employee Plan; and (ix) all Forms 1094-C and a sampling of Forms 1095-C from each Group Company for each of calendar years 2021 through 2025. With respect to each material International Employee Plan, the Group Companies have delivered to Acquiror a true and complete copy of the plan documents relating to such Company Employee Plan including all amendments thereto and all related trust documents. Notwithstanding the foregoing, the Group Companies shall not be required to list on Section 3.11(a) or provide any individual offer letters, employment agreements or consulting agreements that can be terminated on notice of thirty (30) days or less without Liability, severance or similar payments or benefits and that are materially consistent with a form provided to Acquiror, or any individual equity award agreements that are materially consistent with a form provided to Acquiror.

(b) No Company Employee Plan or International Employee Plan provides health or other welfare benefits to former employees of the Company other than health continuation coverage pursuant to COBRA or similar Law.

(c) Each Company Employee Plan and International Employee Plan has been established, maintained and administered in compliance in all material respects with its terms and conditions and the applicable requirements of ERISA, the Code and any other applicable Laws. No Group Company nor, to the Company's Knowledge, any other Person, is in material breach of, or material default under, any Company Employee Plan. Each Company Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service or is the subject of a favorable opinion letter from the Internal Revenue Service on the form of such Company Employee Plan and, to the Company's Knowledge, there are no facts or circumstances that would be reasonably likely to adversely affect the qualified status of any such Company Employee Plan or International Employee Plan.

(d) Other than routine claims for benefits, there is no material Action or claim pending or, to the Company's Knowledge, threatened against or involving a Company Employee Plan.

(e) Each Company Employee Plan can be amended, terminated or otherwise discontinued after the First Effective Time in accordance with its terms without material Liability as a result of such amendment, termination or discontinuance to Acquiror or the Group Companies (other than ordinary administration expenses and benefits accrued through the date of amendment, termination or discontinuance and other than resulting from terminations of individual offer letters, employment agreements or consulting agreements or resulting from terminations as required by the terms of this Agreement).

(f) Except as would not result in material Liability, all required contributions and premiums under each Company Employee Plan and International Employee Plan have been timely made in accordance with the terms of such Company Employee Plan and International Employee Plan and all applicable Laws or, to the extent not yet due have been made or properly accrued, to the extent required to be accrued under GAAP.

(g) No Group Company sponsors, maintains, contributes to or has an obligation to contribute to or has any actual or contingent Liability (including as a result of being treated as a single employer with any other Person under Section 414 of the Code) with respect to any (i) plan subject to Title IV of ERISA, Section 412 of the Code, or Section 302 of ERISA; (ii) a "multiemployer plan" (as defined in Section 3(37) or 4001(a)(3) of ERISA); (iii) a funded welfare benefit plan within the meaning of Section 419 of the Code; (iv) "multiple employer plan" within the meaning of Section 210 of ERISA or as described in Section 413(c) of the Code; or (v) "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA.

(h) No Group Company maintains, sponsors, participates in or contributes to any self-insured group medical or other material health or welfare benefit plan that provides benefits to Employees (including any such plan pursuant to which a stop-loss policy or contract applies), and no Group Company has ever maintained, established, sponsored, participated in or contributed to any such self-insured plan that provides benefits to Employees (including any such plan pursuant to which a stop-loss policy or contract applies) that would or could be expected to result in material Liability to the Group Companies.

(i) Except as set forth in Section 3.10(i) of the Disclosure Letter, neither the execution and delivery of this Agreement nor the consummation of the Mergers or other transactions contemplated under the Agreement (alone or in connection with additional or subsequent events that would not itself result in such action) (i) result in any payment or benefit (including severance, change in control, golden parachute, bonus or otherwise) becoming due from any Group Company to any Employee; (ii) result in any forgiveness of Indebtedness of any Employee by any Group Company; (iii) increase any payments or benefits otherwise payable or to be provided by the Group Companies to any Employee; (iv) result in the acceleration of the time of payment or vesting of any such payments or benefits described above; (v) result in the funding or acceleration of or increase in funding of any Company Employee Plan or International Employee Plan, with respect to any such payments or benefits except as required under Section 411(d)(3); or (vi) limit the rights of any Group Company (or any of their respective successors) to amend, modify, suspend, merge or terminate any Company Employee Plan, International Employee Plan or related trust; or (vii) materially increase the cost to the Group Companies or result in a material Liability of any Employee under any Company Employee Plan.

(j) To the extent applicable, each International Employee Plan that requires approval by a Governmental Entity to enjoy tax-favored status has been approved by the relevant Governmental Entity, and to the Company's Knowledge, there has been no event, condition or circumstances that has adversely affected or is reasonably likely to have a material adverse effect on such approved status. No International Employee Plan is a defined benefit pension plan or similar plan. Each International Employee Plan that is required to be funded, book-reserved or secured by an insurance policy, is funded, book-reserved, or secured by such an insurance policy in all material respects, as applicable, based on reasonable and appropriate actuarial assumptions in accordance with applicable accounting principles to the extent required under applicable Law.

(k) Each Company Employee Plan and International Employee Plan that is a "nonqualified deferred compensation plan" as such term is defined in Section 409A(d)(1) of the Code) subject to Section 409A of the Code and the regulations and guidance promulgated thereunder, is and has at all times been in compliance in all material respects in form and operation with the applicable requirements of Sections 409A of the Code and the regulations and guidance promulgated thereunder and no material amounts under any such Company Employee Plan are or have been subject to additional Tax set forth under Section 409A of the Code. No stock right of the Company (as defined in Treasury Regulation Section 1.409A-1(l)) granted to a Person subject to U.S. federal income taxes (A) has an exercise price that has been or may be less than the fair market value of the underlying equity as of the date such option or right was granted; (B) has any feature for the deferral of compensation other than the deferral of recognition of income until the later of exercise or disposition of such option or rights; or (C) has been granted with respect to any stock that is not "service recipient stock" (in each case, within the meaning of applicable regulations under Section 409A).

(l) There is no agreement, plan, arrangement or other Contract covering any Employee or any other "disqualified individual" (as defined in Code Section 280G and the regulations and guidance promulgated thereunder) that, considered individually or considered collectively with any other such Contracts, will, or could reasonably be expected to, give rise directly or indirectly to the payment of any amount that would not be deductible pursuant to Section 280G of the Code or that would be characterized as a "parachute payment" within the meaning of Section 280G(b)(2) of the Code in connection with the transactions contemplated by this Agreement. No Employee or any other "disqualified individual" (as defined in Code Section 280G and the regulations and guidance promulgated thereunder) is entitled to any payment of any tax "gross-up" or similar "make-whole" payments from any Group Company relating to compensatory payments or benefits or for any excise taxes which could become payable under Section 280G of the Code or Section 4999 of the Code.

3.12 Environmental Matters.

(a) The Group Companies are and have since the Lookback Date been in compliance with all applicable Environmental Laws, except for such noncompliance which would not be material to the Group Companies, taken as a whole.

(b) The Group Companies maintain and are in compliance with all Material Permits required under appliable Environmental Laws, except where the failure to maintain or comply would not be material to the Group Companies, taken as a whole.

(c) No Group Company has received since the Look Back Date any currently unresolved written notice of any violation of, or Liability or investigatory, corrective or remedial obligation under, any Environmental Laws, except for such notice the subject matter of which, if determined adversely to any Group Company, would not be material to the Group Companies, taken as a whole.

(d) The Group Companies have not manufactured, distributed, disposed of, arranged for the disposal of, transported, or released any Hazardous Materials in violation of Environmental Laws or in quantities or concentrations that require remediation by the Group Companies pursuant to Environmental Laws, except as that would not be material to the Group Companies, taken as a whole.

(e) The Company has Made Available all environmental site assessments, environmental audits and other material environmental documents in the Company's possession or control relating to the Company and its current or former facilities.

3.13 Intellectual Property; Privacy; Information Security.

(a) A Group Company (i) owns or has a valid and enforceable license or right to all Intellectual Property Rights that are used in or necessary for the conduct of the business of the Group Companies as currently conducted (all such Intellectual Property Rights, including the Owned Intellectual Property Rights the "Company Intellectual Property Rights"), and (ii) solely and exclusively owns all rights, title and interests in and to all Owned Intellectual Property Rights free and clear of any Liens (other than Permitted Liens). The Group Companies will continue to own, license or have such rights to use all such Intellectual Property Rights immediately following the Closing on substantially similar terms as prior to the Closing.

(b) Section 3.13(b)(1) of the Disclosure Letter sets forth a list of all Owned Intellectual Property Rights that are Patents, trademark registrations and applications, domain name registrations, and copyright registrations (collectively, "Registered Owned Intellectual Property Rights"), indicating for each item of Registered Owned Intellectual Property Rights the registered owner, registration or application number, filing date, and the applicable filing jurisdiction. The Registered Owned Intellectual Property Rights set forth on Section 3.13(b)(1) of the Disclosure Letter are valid, subsisting and, to the Company's Knowledge, enforceable. To the Company's Knowledge, Section 3.13(b)(2) of the Disclosure Letter lists any material actions that must be taken by a Group Company within 90 days after the Closing Date with respect to perfecting, maintaining, or renewing any item of Registered Owned Intellectual Property Rights, including payment of any fees or the filing of any documents, applications, or certificates.

(c) (i) There is no Action pending, and none of the Group Companies have received any written or, to the Company's Knowledge, other notice since the Look Back Date from any Person, contesting any Group Company's use or ownership of any Owned Intellectual Property Rights, or alleging that any Group Company is infringing, misappropriating, or violating, or has infringed, misappropriated, or violated any Intellectual Property Rights of any Person, and (ii) none of the Group Companies have, since the Look Back Date, brought any Action against, or sent any written notice (including by electronic mail) to, any Person alleging infringement, misappropriation or violation of any Owned Intellectual Property Rights.

(d) (i) None of the operation of the business of any of the Group Companies nor any product or service of any of the Group Companies infringes, misappropriates, violates, or otherwise conflicts with, and since the Look Back Date has not infringed, misappropriated, violated or otherwise conflicted with, any Intellectual Property Rights of any third party; and (ii) to the Company's Knowledge, no third party has since the Look Back Date infringed upon, misappropriated, violated or otherwise conflicted with any Owned Intellectual Property Rights.

(e) The Group Companies have not used any Open Source Software in a manner that would (i) require a Group Company to disclose or deliver, license or otherwise make available any Owned Intellectual Property Rights or distribute, deliver, or otherwise make available any Company Technology, in each case, at no cost or for a nominal fee, (ii) limit the Group Companies' freedom to seek full compensation in connection with the marketing, licensing or distribution of any of the Company Software or any Software developed by a Group Company for or on behalf of a customer, or (iii) allow a third party to decompile, disassemble or otherwise reverse engineer any Company Software.

(f) The Group Companies have implemented and currently maintain commercially reasonable practices to protect the confidentiality of any confidential information or trade secrets disclosed to, owned or possessed by them. The Group Companies are not in breach of and have not breached any obligations or undertakings of confidentiality which they owe or have owed to any third party. All founders and current and former employees, independent contractors and consultants of any Group Company who contributed to or developed any Owned Intellectual Property Rights, for or on behalf of the Company have executed written agreements that assign to a Group Company all of such Person's respective rights in such Owned Intellectual Property Rights, or a Group Company otherwise solely and exclusively owns such Intellectual Property Rights by operation of law. There is no actual written or, to the Company's Knowledge, threatened, claim by any Person, including any founder, or former or current employee, independent contractor, or consultant of any Group Company, asserting that such founder, employee, independent contractor, or consultant has any ownership or other right or interest in any Owned Intellectual Property Rights.

(g) No Source Code for any Company Software has been disclosed, delivered, licensed or made available to any escrow agent or other third party who was not, as of the time thereof, an employee or contractor of the Group Companies and subject to standard confidentiality obligations, and no event has occurred that will result in the delivery, license or disclosure of any Source Code , for any Company Software to any Person who is not, as of the date hereof, an employee or contractor of the Group Companies, other than to customers of any Group Companies pursuant to non-exclusive licenses between such customer and a Group Company solely for purposes of developing integrations to the Company Software. The Group Companies have the right to use all software development tools, library functions, compilers and other Software that is required to operate, modify, distribute and support the Company Software. Neither the Company Software or, to the Company's Knowledge, any Software developed by a Group Company for or on behalf of a customer contain any viruses, bugs, vulnerabilities, faults or other disabling code that could, in all cases, as developed or provided by the Company and without combination or interaction with any Software or Systems not provided or authorized by any Group Company, and without modification to such Software by any Group Company customer (i) significantly disrupt or adversely affect the functionality or integrity of the Company Software, or any Software or Systems of any customer of a Group Company or end user of the Company Software or (ii) enable or assist any Person to access without authorization any Software or Systems of any customer of a Group Company or end user of Company Software or to maliciously disable, maliciously encrypt or erase any Software, hardware or data.

(h) Except as would not reasonably be expected to be material to the Group Companies, taken as a whole, no Group Company is or has ever been a member or promoter of, or a contributor to, any industry standards body or standard setting organization or any similar organization that requires or obligates any Group Company to grant or offer to any other Person any license or right to any Owned Intellectual Property Rights. Except as would not reasonably be expected to be material to the Group Companies, taken as a whole, none of the Patents included in the Owned Intellectual Property Rights are subject to any declaration that obligates any Group Company to grant a license, covenant not to sue, immunity or other right under any Owned Intellectual Property Right on reasonable and non-discriminatory (RAND) or fair reasonable and non-discriminatory (FRAND) terms. Except as would not reasonably be expected to be material to the Group Companies, taken as a whole, no Group Company has declared any Patent included in the Owned Intellectual Property Rights essential to any industry standards body, standard setting organization or any similar organization. Except as would not reasonably be expected to be material to the Group Companies, taken as a whole, none of the Patents included in the Owned Intellectual Property Rights are subject to any contractual obligations to any patent pool that would limit or restrict the licensing or assertion of such Patent.

(i) The Group Companies (i) lawfully own, lease or license all Company Systems and such Company Systems are reasonably sufficient for the needs of the Group Companies, and (ii) will continue to have such rights immediately after the Closing on substantially similar terms as prior to the Closing. The Company Systems do not contain any viruses, bugs, vulnerabilities, faults or other disabling code that could (A) significantly disrupt or adversely affect the functionality or integrity of any Company System or (B) to the Company's Knowledge, enable or assist any Person to access without authorization any Company System or to maliciously disable, maliciously encrypt or erase any Company System or data contained therein. Since the Look Back Date, there has been no failure or other substandard performance of any Company System that has caused a material disruption to the Group Companies' businesses. The Group Companies maintain commercially reasonable backup and data recovery, disaster recovery, and business continuity plans, procedures, and facilities. The Group Companies are not in material breach of any of their contracts relating to Company Systems. Since the Look Back Date, the Group Companies have not been subjected to an audit of any kind in connection with any contract pursuant to which they use any third-party Company System, nor received any notice of intent to conduct such audit.

(j) (i) No funding and no facilities of any Governmental Entity, university, college, other educational institution or research center were used in the development of any Owned Intellectual Property Rights, and (ii) no Governmental Entity or any university, college, other educational institution or research center owns, has any rights in or to, or has any option to gain any rights in or to any Owned Intellectual Property Rights.

(k) Except as would not reasonably be expected to result in material Liability, none of the execution, delivery or performance of this Agreement by a party, or the consummation of any of the transactions contemplated by this Agreement will, in each case pursuant to Contracts of any Group Company, result in: (i) a loss of, or Lien (other than Permitted Liens) on, any material Owned Intellectual Property Rights; (ii) Acquiror or any of its Affiliates, or a Group Company, becoming bound by or subject to any noncompete or other restriction on the operation or scope of their respective businesses; (iii) Acquiror or any of its Affiliates, or a Group Company, granting any other Person any license under Intellectual Property Rights owned by the Acquiror or any of its Affiliates, or losing or becoming subject to any restriction or limitation on a material license to any Intellectual Property Rights owned or controlled by any other Person, or (iv) any material increase in royalties or other payments due from a Group Company.

(l) The Group Companies have: (i) complied in all material respects with all applicable Law governing the use or provision of any AI Technology; and (ii) not used any AI Technology in a manner that materially adversely affects the ownership, validity, enforceability, registrability, or patentability of any material Owned Intellectual Property Rights.

(m) The Group Companies and, to the Company's Knowledge, all third parties Processing Company Data for the Group Companies, comply and at all times since the Lookback Date have complied, in all material respects, with all applicable Data Processing Obligations. The Group Companies provide and since the Look Back Date have provided all notices and obtained and maintained all consents, rights, permissions and authorizations, in all material respects, required under Data Processing Obligations to Process Company Data as Processed by or for any Group Company. No disclosure contained in any published or external-facing Data Processing Policy is or has been inaccurate, misleading, or deceptive in any material respect (including containing any material omission).

(n) The Group Companies have taken commercially reasonable measures and have implemented controls, including policies and procedures, designed to promote compliance with Data Processing Obligations and to protect and maintain the privacy and security of Company Data.

(o) The Group Companies have not suffered any material: (i) known or reasonably suspected Security Breaches, unauthorized Processing of Company Data, or other compromises of the privacy, confidentiality, or security of Company Data; or (ii) data security breaches, loss of data, unauthorized access or unauthorized use of any Group Company's networks or systems or other incident that involves a material compromise of the privacy, confidentiality, or security of Company Data. There is no, and has not been any, Action pending or threatened in writing (or, to the Company's Knowledge, orally) against or involving any Group Company, or to the Company's Knowledge, any of their customers (in the case of customers, to the extent relating to the Group Companies) by any Governmental Entity or other Person relating to (i) the Processing of Company Data, privacy, data protection, or security (including any Security Breach), (ii) the confidentiality, availability, or integrity of any Company System or Company Data, or (iii) any alleged violation of any Data Processing Obligation. Since the Look Back Date, none of the Group Companies have (i) provided notices, or have been required by any Data Processing Obligations to provide any notices, to any Person or Governmental Entities in connection with a Security Breach or actual or potential breach of any Data Processing Obligation or (ii) received any written notice or complaint from any third party or any Governmental Entity in connection with a Security Breach or actual or potential breach of any Data Processing Obligation.

(p) The Group Companies have implemented, and maintained a written information security program comprising commercially reasonable safeguards and procedures designed to protect, preserve, and maintain the performance, confidentiality, integrity, availability, and security of (i) the Company Systems and (ii) Company Data that is consistent in all material respects with commercially reasonable practices in the industry in which the Group Companies operate and applicable Data Processing Obligations. The Group Companies have taken commercially reasonable steps, consistent with standard industry practices and applicable Data Processing Obligations, to monitor and protect against any Security Breaches. The Group Companies have remediated, in all material respects, all material privacy, data protection, and security gaps and vulnerabilities identified by or to any Group Company.

(q) The Group Companies engage in commercially reasonable due diligence in respect of the security and privacy programs of its service providers or other third parties who Process Personal Information on behalf of any of the Group Companies and use reasonable efforts to monitor such service providers or other third parties to verify their compliance with their contractual obligations regarding Personal Information.

(r) None of the Group Companies have Processed Personal Information in any material respect for use in the development or training of artificial intelligence systems.

(s) Neither the execution or delivery of this Agreement or any Related Agreement, nor the consummation of the transactions contemplated hereby, including the transfer of Company Data in connection therewith, and thereby will result in any breach or violation, in any material respect, of any applicable Data Processing Obligation.

3.14 Labor Matters.

(a) An accurate and complete list as of the Agreement Date of all current employees of the Group Companies has been Made Available, including (i) the name (or identification number) , (ii) title, (iii) date of hire, (iv) full-time or part-time employee status, (v) primary work location, (vi) visa status, if applicable, (vii) annual salary, or hourly wage for hourly employees, and (viii) exempt or non-exempt classification under the Fair Labor Standards Act and applicable state and local Laws, (ix) any commission and bonus opportunities (target), (x) leave status and applicable return to work date (if known) and (xi) employing entity. The Group Companies have also Made Available with respect to all current employees of the Group Companies: (i) accrued but unpaid vacation or other applicable paid time off balances as of March 31, 2026, (ii) any severance or similar termination payment (in cash or otherwise) to which any such employee would be entitled to the extent it exceeds the minimum severance or termination payment amount under applicable Law, and (iii) prior notice period required in the event of termination to the extent it exceeds the minimum required notice period under applicable Law. The Company has not entered into any binding promise or agreement to amend any of the terms referenced in the above list.

(b) An accurate and complete list as of the Agreement Date has been Made Available of all Persons that have a current contracting, consulting, worker, advisory, or similar non-employee relationship with the Group Companies, including, for each such Person (i) the name (or identification number) of such service provider (ii) notice period for termination (if applicable), (iii) a description of services provided, (iv) any pay arrangement or other compensation for services, (v) the primary location of services, and (v) the entity which has retained such service provider an accurate and complete copy of each material Contract with each such service provider.

(c) No Group Company is bound by any collective bargaining agreement or other contract, understanding, or arrangement or agreement with any labor union, trade union, works council, or any other labor-relations entity (each, a "Union"), and no such contract or agreement is currently being negotiated. No Union or group of Employees has made any demand or petition for recognition of a collective bargaining representative with respect to any Employees of the Group Companies. There are no labor strikes, concerted work stoppages, slowdowns, lockouts, handbilling, unfair labor practice charges, walkouts, or other labor disruptions or activities pending or threatened in writing, against any Group Company with respect to any of its Employees. No Union organization or decertification activities or campaigns are in progress with respect to any Employees of any Group Company. Since the Look Back Date, no Group Company has engaged in any unfair labor practices within the meaning of the National Labor Relations Act or other applicable Law. Except as required by applicable Law, no notice, consent or consultation obligations with respect to any Employees of any Group Company, or any Union, will be a condition precedent to, or triggered by, the execution of this Agreement or the consummation of the transactions contemplated hereby.

(d) The Group Companies are, and since the Look Back Date have been, in compliance in all material respects with all applicable Laws respecting employment and employment practices and terms and conditions of employment, including, without limitation, Laws relating to discrimination, disability, fair labor standards, workers compensation, wrongful discharge, immigration, occupational safety and health, family and medical leave, wages and hours (including overtime wages), worker classification, equal opportunity, pay equity, meal and rest periods, and employee terminations, and in each case, with respect to any current or former Employee, as applicable and in all material respects: (i) has withheld and reported all amounts required by Laws or by agreement to be withheld and reported with respect to wages, salaries and other payments to any Employees, (ii) is not liable for any arrears of wages, severance pay or any Taxes or any penalty for failure to comply with any of the foregoing, and (iii) is not liable for any payment required to have been paid to any trust or other fund governed by or maintained by or on behalf of any Governmental Entity, with respect to unemployment compensation benefits, social security or other benefits or obligations for any Employees (other than routine payments to be made in the normal course of business and consistent with past practice). The services provided by each of the Company's U.S. employees are terminable at the will of the Company, as applicable. The Group Companies have no material Liability with respect to any misclassification of (x) any Person as an independent contractor rather than as an employee; (y) any Employee leased from another employer; or (z) any Employee currently or formerly classified as exempt from overtime wages.

(e) There is not, and in the past three years there has not been, any Action pending (or, to the Company's Knowledge, threatened) (i) by or before any Governmental Entity with respect to any Group Company concerning employment-related matters or (ii) against or affecting any Group Company brought by any current or former employee, applicant, or independent contractor (or other non-employee service provider) (with respect to their employment or engagement by the Group Companies).

(f) No current executive or other Employee of the Group Companies (i) is employed under a non-immigrant work visa or other work authorization that is limited in duration, (ii) has given notice of termination of employment (or other service relationship, as applicable) or, to the Company's Knowledge, otherwise intends to terminate employment (or other service relationship, as applicable) with any Group Company within the 12-month period following the date hereof or (iii) has, since the Look Back Date, been the subject of any sexual or other type of unlawful discrimination, harassment, or similar misconduct allegations with respect to his or her employment (or other service relationship, as applicable) by the Group Companies.

(g) In the past three years, none of the Group Companies have taken any action which would constitute a "plant closing" or "mass layoff" within the meaning of the Worker Adjustment and Retraining Notification Act or any similar state or local law (collectively, "WARN"), issued any notification of a plant closing or mass layoff required by WARN, or incurred any Liability or obligation under WARN that remains unsatisfied.

(h) To the Company's Knowledge, no current Employees of any Group Company are in breach of any agreements with or other commitments or obligations to any prior employers or other third parties, such as non-competition agreements, non-solicitation agreements, or confidentiality agreements. To the Company's Knowledge, no Employee of any Group Company is obligated under any contract or agreement with any person or is subject to any judgment, decree, or order of any court or administrative agency that would interfere with such Employee's efforts to promote the interests of the Group Companies or that would interfere with the business of the Group Companies. Neither the execution nor delivery of this Agreement, nor the carrying on of the business of any Group Company as presently conducted, nor any activity of the Employee in connection with the carrying of the business of any Group Company as presently conducted will result in a material breach of the terms, conditions, or provisions of, or constitute a material default under, any contract or agreement under which any of such Employees is now bound.

3.15 Tax Matters.

(a) Each Group Company has prepared and duly and timely filed each income Tax Return and any other material Tax Return required to be filed with respect to each Group Company and has timely paid all material amounts of Taxes due and payable by it, including material amounts of Taxes which any Group Company was obligated to withhold, and each Group Company has complied in all material respects with all associated reporting and record keeping requirements with respect to any such withholding obligation.

(b) Each Group Company has not incurred any material liability for Taxes since the Latest Balance Sheet Date outside of the ordinary course of business.

(c) No Group Company has ever been audited or subject to an examination, in each case, concerning a material amount of Taxes, which audit or examination has not been fully resolved, or is currently the subject of any Tax audit, dispute, investigation, proceeding, claim or examination, in each case, concerning a material amount of Taxes, and no Group Company has received any written notice that any such action is pending or threatened, which notice has not been resolved or withdrawn.

(d) No Group Company has waived any statute of limitations in respect of Taxes or consented to extend the time, or is the beneficiary of any extension of time, in each case, beyond the date hereof, in which any material amount of Tax may be assessed or collected by any taxing authority (other than in connection with obtaining automatic extensions of time to file Tax Returns).

(e) No Group Company has received from any taxing authority any written notice of proposed adjustment, deficiency, underpayment of any Taxes which has not been resolved or withdrawn, in each case, concerning a material amount of Taxes.

(f) Within the last four (4) years, no written claim has been made by any taxing authority in a jurisdiction where any Group Company does not file Tax Returns that any such Group Company is or may be subject to taxation by, or is required to file Tax Returns with, that jurisdiction, which notice has not been resolved or withdrawn.

(g) There are no liens with respect to any Taxes (other than Permitted Liens) upon any of the assets of any Group Company.

(h) No closing agreements, private letter rulings, Tax holidays, technical advice memoranda or similar agreements or rulings related to Taxes have been entered into, issued by or requested from any Governmental Entity with or in respect of a Group Company.

(i) No Group Company (i) has ever been a member of an "affiliated group" within the meaning of Section 1504(a) of the Code filing a consolidated federal income Tax Return (other than the "affiliated group" as defined in Section 1504(a) of the Code the common parent of which is a Group Company), (ii) is a party to any contractual obligation relating to Tax sharing or Tax allocation (excluding any agreement between or among the Group Companies or entered into in the ordinary course of business, the primary subject matter of which is not Taxes), (iii) has any liability for the Taxes of any other Person (other than another Group Company) by operation of Law (including Treasury Regulations Section 1.1502-6), as a transferee or successor, or by contract (excluding any contract solely between or among the Group Companies or entered into in the ordinary course of business, the primary subject matter of which is not Taxes).

(j) No Group Company shall be required to include any material item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending on or after the Closing Date as a result of any (i) change in, or improper use of, any method of accounting for any Pre-Closing Tax Period, other than pursuant to the Section 174A Rules, (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or non-U.S. law) executed prior to the Closing, (iii) installment sale or open transaction disposition made prior to the Closing, or (iv) prepaid or deferred amount received or accrued prior to the Closing outside of the ordinary course of business.

(k) No Group Company has (i) an office, fixed place of business, or "permanent establishment" in, is engaged in business in, or is required to file Tax Returns or pay Taxes in, any country outside of its place of formation or (ii) has made any election under Section 965(h) of the Code with respect to any Foreign Group Company.

(l) Within the past three years, no Group Company has distributed stock or equity of another Person, or has had its stock or equity distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Sections 355 or 361 of the Code.

(m) No Group Company has consummated or participated in any transaction which was or is a "tax shelter" transaction defined in Sections 6662 or 6661 of the Code or any similar provision of applicable Law. No Group Company is or has been a party to any "listed transaction," as defined in Section 6707A of the Code or any similar provision of applicable Income Tax Law;

(n) Since the Latest Balance Sheet Date, no Group Company has (i) made (outside of the ordinary course of business), changed or revoked any material Tax election, (ii) filed any amendment to any income or other material Tax Return, (iii) changed any annual Tax accounting period, (iv) consented to any extension or waiver of the limitation period applicable to any material Tax claim or assessment (other than in connection with obtaining automatic extensions of time to file Tax Returns), (v) adopted or changed any Tax accounting method, (vi) settled any audit, assessment, dispute, proceeding or investigation in respect of any amount of Taxes, surrendered any right to claim a material Tax refund, or entered into any "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or non-U.S. Law) or (vii) incurred any material amount of Taxes outside of the ordinary course of business.

(o) No Group Company has any material amount of liability for any escheat or unclaimed property obligation.

(p) The prices for any property or services (or for the use of any property) provided by or to the Company or any of its Subsidiaries are arm's length prices for purposes of the relevant transfer pricing Laws. Each of the Company and its Subsidiaries is in material compliance with all transfer pricing Laws in all jurisdictions in which any of them is required to comply with applicable transfer pricing Laws, including Section 482 of the Code and Treasury Regulations promulgated thereunder.

(q) To the Company's Knowledge, the value derived by the Company from its Subsidiary organized in the Republic of India does not trigger the indirect transfer provision under applicable Tax Laws in the Republic of India, and the value derived by the Company from Kunshan Company does not trigger the provisions of PN7. The indirect transfer of the Subsidiaries contemplated hereby are undertaken for bona fide commercial purposes. Accordingly, no Tax withholding will be required in connection with the Mergers or other transactions contemplated by this Agreement in connection with the indirect transfer provision under applicable Tax Laws in the Republic of India or PN7.

(r) Each Group Company is in material compliance with all terms and conditions of any Tax exemption, Tax holiday, Tax concession, agreement or other formal or informal arrangement operated by or agreed with any Tax authority or other Tax reduction Contract or Order.

(s) Each Group Company has collected all material amounts of sales, use, value-added, goods and services, harmonized sales and other similar indirect Taxes required to be collected, and has remitted such amounts to the appropriate Governmental Entity in compliance in all material respect with all applicable sales, use value-added, goods and services, harmonized sales and other similar indirect Tax Laws (or has been furnished properly completed exemption certificates and has maintained all such records and supporting documents, in each case, in material compliance with all applicable Tax Law) and has filed all Tax Returns required to be filed with respect to such Taxes.

(t) No Group Company is aware of any facts, or has knowingly taken or agreed to take any action, in each case, that would reasonably be expected to prevent or impede the Mergers from qualification for the Reorganization Treatment, assuming for this purpose that the Continuity of Interest Requirement is met.

3.16 Brokers. No broker, finder, financial advisor or investment banker is entitled to any broker's, finder's, financial advisor's or investment banker's fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by and on behalf of any Group Company.

3.17 Real Property. No Group Company owns and since the Lookback Date or has ever owned any real property, nor is any Group Company party to any agreement to purchase or sell any real property. Section 3.17 of the Disclosure Letter sets forth (whether as lessee or lessor) a list of all real property currently leased or subleased or licensed by or from any Group Company or otherwise used or occupied by any Group Company (the "Company Facilities") and all leases, lease guaranties, licenses, subleases, agreements for the leasing, use or occupancy of, or otherwise granting a right in or relating to the Company Facilities, including all notices exercising any extension or expansion rights thereunder and amendments, terminations, and modifications thereof (each a "Company Lease", with those involving remaining annual rent in excess of $500,000, a "Material Lease"). Each Company Lease is valid and binding on the Group Company party thereto, enforceable in accordance with its terms (subject to proper authorization and execution of such Company Lease by the other party thereto and subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting generally the enforcement of creditors' rights and subject to general principles of equity), in each case, free and clear of all Liens, except Permitted Liens. With respect to each Company Lease, (i) no Group Company has received written notice of any default under any Company Lease, (ii) the Group Companies' possession and quiet enjoyment of the leased premises under such Material Lease has not been disturbed, (iii) no Group Company nor, to the Company's Knowledge, any other party is in material default or breach of such Company Lease, (iv) all rent and other amounts due and payable with respect to the Company Leases have been paid, and there does not exist any event, condition or omission that would constitute such material default or breach or permit the termination, modification or acceleration of rent under such Company Lease, (v) the Group Companies have not subleased, licensed or otherwise granted any Person the right to use or occupy such leased premises or any portion thereof, (vi) none of the Group Companies, in their applicable capacity as lessee, is in material violation of any zoning, building or safety ordinance, requirement or other Law applicable to the operation of the Company Leases, nor has it received any written notice of a violation with which it has not materially complied, (vii) the Company Facilities are in condition reasonably suitable for the conduct of the business as presently conducted therein, (viii) no Group Company could be required to expend more than $10,000 in causing any Company Facilities to comply with the surrender conditions set forth in the applicable Company Lease, (ix) the applicable members of the Group Companies have performed all of their obligations under any termination agreements pursuant to which it has terminated any leases of real property that are no longer in effect and have no continuing liability with respect to such terminated real property leases, (x) no member of the Group Companies is party to any agreement or subject to any claim that may require the payment of any real estate brokerage commissions, and no such commission is owed with respect to any of the Company Facilities, and (xi) and (xi) to the Company's Knowledge, each member of the Group Companies expects to be able to continue to have the right to occupy the applicable Company Facilities through the remainder of the term of the applicable Company Lease.

3.18 Transactions with Affiliates. Section 3.18 of the Disclosure Letter sets forth all contracts or arrangements (other than employment agreements, expense reimbursement, indemnification, compensation, employee benefits, equity or incentive equity documents with employees of the Group Companies, Employee Benefit Plans and Governing Documents) between any Group Company, on the one hand, and any Stockholder or any officer, director, manager, senior employee or Affiliate of the Group Companies, on the other hand. None of the Group Companies or their respective Affiliates, directors, officers or employees possesses, directly or indirectly, any financial interest in, or is a director, officer or employee of, any Person (other than any Group Company) which is a material client, supplier, customer, lessor, lessee, or competitor of any Group Company; *provided*, that ownership of five percent or less of any class of securities of a company whose securities are registered under the Securities and Exchange Act of 1934 shall not be deemed to be a financial interest for purposes of this Section 3.18.

3.19 Insurance. Section 3.19 of the Disclosure Letter contains a list of all material policies of fire, liability, workers' compensation, property, casualty and other forms of insurance owned or held by the Company or any of its Subsidiaries as of the date of this Agreement. All such policies are in full force and effect, all amounts due for premiums with respect thereto covering all periods up to an including the Closing Date will have been paid in accordance with their terms, and no notice of cancellation, non-renewal or termination has been received by the Company or any of its Subsidiaries with respect to any such policy. There are, and since the Look Back Date have been, no material claims pending under any such insurance policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. There are no material claims under existing policies of insurance, or incidents which could give rise to a material claim. At all times, all assets, business interruption risks, and legal liability risks which are normally insured by companies carrying on similar business or owning property of a similar nature have been adequately insured. All requirements to purchase insurance assumed under contract or statutory requirements have been complied with, including requirements to provide and/or retain evidence of such insurance. All statutory inspections of plant and equipment have been carried out. There are no material claims under existing policies of insurance, or incidents which could give rise to a material claim, other than as provided to Acquiror. There have been no claims or events that could give rise to a claim that would be covered under a usual insurance policy, but for which coverage was not purchased.

3.20 Customers; Vendors. Section 3.21 of the Disclosure Letter forth a complete and accurate list of (a) the Top Customers and (b) the Top Vendors. None of the Top Customers or Top Vendors has canceled or terminated their respective Contracts with the Company or notified the Company or any of its Subsidiaries in writing or, to the Company's Knowledge, orally of any intention to terminate such Contracts, cease to do business with the Company or materially decrease the rate of, or materially and adversely change the terms with respect to, buying products and/or services from, or supplying materials, products, licenses or services to, the Company or its Subsidiaries. There are no outstanding claims (for indemnification or otherwise) against the Company or its Subsidiaries by the Top Customers or Top Vendors.

3.21 Title to Assets. Except as set forth on Section 3.21 of the Disclosure Letter or except as would not reasonably be expected to be material to the Group Companies, taken as a whole, the Company and each of its Subsidiaries owns good, valid, and marketable title to, or hold pursuant to valid and enforceable leases, all of the assets, machines, equipment, properties and interests in the real and personal property, used in the conduct of its business, including those shown to be owned or leased by the Company and each of its Subsidiaries on the Current Balance Sheet or acquired after the Latest Balance Sheet Date, free and clear of all Liens, except for Permitted Liens or except as would not reasonably be expected to be material to the Group Companies, taken as a whole. Such assets and properties include all properties and assets necessary for the conduct of the business of the Company and each of its Subsidiaries after the Closing in substantially the same manner as conducted prior to the Closing except as would not reasonably be expected to be material to the Group Companies, taken as a whole. The tangible assets owned or leased by the Company and each of its Subsidiaries are in all material respects in good operating condition and repair, ordinary wear and tear excepted, and are, in all material respects, adequate for the uses to which they are being used.

3.22 Product Warranty. Except as would not result in any material liability to the Group Companies taken as a whole, each Company product has been in conformity with all applicable contractual commitments and all express and implied warranties.

3.23 Not a Covered Outbound Investment. The Company and each of its Subsidiaries either is (i) not a "person of a country of concern"; or (ii) not engaged in any "covered activity," as these terms are defined in 31 C.F.R. Part 850, as implemented or revised from time to time (the "Outbound Investment Security Program"). The Company and each of its Subsidiaries is not a person that directly or indirectly holds a board seat or a voting or equity interest in, or any contractual power to direct or cause the direction of the management policies of, any "covered foreign person" as defined in the Outbound Investment Security Program.

3.24 Data Security Program. The Company and each of its Subsidiaries is not a "covered person" as defined in Executive Order 14117 and rules and regulations issued thereunder, including 28 C.F.R. Part 202, as implemented or amended from time to time (the "DSP"). Since April 8, 2025, the

Company and each of its Subsidiaries has not knowingly engaged in or directed any "covered data transaction" as that term is defined in the DSP, except in compliance with the DSP.

3.25 International Trade and Anti-Corruption Matters.

(a) Neither the Company nor any of its Subsidiaries, nor any of their respective officers, directors or employees, nor, to the Company's Knowledge, any agent or other third party representative (when acting on behalf of the Company or any of its Subsidiaries), is currently, and since the Look Back Date, has not been: (i) a Sanctioned Person, (ii) engaging in any dealings or transactions with any Sanctioned Person or a country or territory that is the subject of comprehensive restrictive Sanctions Laws from time to time or (iii) otherwise in violation of applicable Sanctions Laws.

(b) Since the Look Back Date and except as would not be material to the Company and its Subsidiaries, taken as a whole, (i) the Company and each Subsidiary have, to the Company's Knowledge, obtained all export and import licenses, license exceptions, and other consents, notices, waivers, approvals, orders, authorizations, registrations, declarations, and filings with any Governmental Entity required for (A) the export, import, reexport, and transfer of products, services, software, and technologies and (B) releases of technologies and software to non-U.S. persons located in the United States and abroad ((A) and (B), collectively, "Export/Import Approvals"); (ii) the Company and each Subsidiary are in material compliance with the terms of all applicable Export/Import Approvals; (iii) except in compliance with applicable Law, the Company and each Subsidiary have never, directly or indirectly, sold, exported, reexported, transferred, or provided any products, software, services, or technology to any destination, entity, or person prohibited or restricted under applicable export/import Laws; and (iv) no Export Approvals for the transfer of Export Approvals to Acquiror or the Merger Subs are required.

(c) Section 3.25(c) of the Disclosure Letter sets forth the true, correct, and complete export control classifications applicable to the products, services, software, and technology of the Company and of its Subsidiaries.

(d) Neither the Company nor any of its Subsidiaries, nor any of their respective officers, directors or employees, nor, to the Company's Knowledge, any agent or other third party representative (when acting on behalf of the Company or any of its Subsidiaries), has, since the Look Back Date, made any unlawful payment or given, offered, promised, or authorized or agreed to give, any money or thing of value, directly or indirectly, to any Government Official in violation of any applicable Anti-Corruption Laws.

(e) Since the Look Back Date, neither the Company nor any of its Subsidiaries has, in connection with or relating to the business of the Company or any of its Subsidiaries received from any Governmental Entity any written notice or inquiry, made any voluntary or involuntary disclosure to a Governmental Entity, conducted any internal investigation or audit, received an allegation or whistleblower complaint, or, to the Company's Knowledge, been the subject of any other investigations, inquiries, reviews, audits, or allegations, in each case concerning any actual or potential violation or wrongdoing related to Anti-Corruption Laws, Sanctions Laws or export/import Laws.

(f) No officer, director or employee is currently a Governmental Official. None of the Company and its controlled Affiliates (including their officers, directors, employees, or, to the Company's Knowledge, agents or other Person associated with or acting on their behalf) have since the Look Back Date employed or retained any Governmental Official as a consultant or advisor in connection with the business of the Company or its controlled Affiliates.

(g) The Company and its controlled Affiliates have established and maintain compliance programs and reasonable internal controls and procedures to promote compliance with Anti-Corruption Laws by the Company and its controlled Affiliates.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF ACQUIROR

Acquiror hereby represents and warrants to the Company as follows:

4.1 Organization and Standing. Acquiror is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware. Merger Sub I is a corporation duly organized, validly existing and in good standing under the Laws of Delaware. Merger Sub II is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware.

4.2 Capitalization. The authorized capital stock of the Acquiror consists of (i) 300,000,000 shares of common stock, par value $0.01 per share (the "Acquiror Common Stock"), of which, 137,007,863 shares are issued and outstanding as of May 1, 2026 and (ii) 10,000,000 shares of preferred stock, par value $0.01 per share, of which no shares are issued and outstanding as of the Agreement Date.

4.3 Authority and Enforceability.

(a) Each of Acquiror and the Merger Subs has all requisite corporate or similar organizational power and authority to enter into this Agreement and any Related Agreements to which it is a party and to consummate the Mergers and the other transactions contemplated hereby and thereby. The execution and delivery by each of Acquiror and the Merger Subs of this Agreement and any Related Agreements to which it is a party and the consummation of the Mergers and the other transactions contemplated hereby and thereby have been duly authorized by all necessary corporate or similar organizational and other action on the part of Acquiror and the Merger Subs.

(b) This Agreement and any Related Agreements to which Acquiror and the Merger Subs are parties have been duly executed and delivered by Acquiror and the Merger Subs and assuming the due authorization, execution and delivery by the other parties hereto and thereto, constitute the valid and binding obligations of Acquiror and the Merger Subs, enforceable against each of Acquiror and the Merger Subs in accordance with their terms, subject to the Enforceability Laws.

4.4 Financial Statements; SEC Filings.

(a) The audited consolidated annual financial statements and consolidated statements of operations, comprehensive loss, convertible preferred stock and stockholders' equity (deficit) and cash flows of Acquiror, including the notes thereto and the auditor's report thereon included in the Acquiror's Annual Report on Form 10-K for the fiscal year ended January 3, 2026 filed with U.S. Securities Exchange Commission (the "SEC") have been prepared in accordance with GAAP consistently applied throughout the periods indicated and consistent with each other (except that any unaudited Financials need not contain footnotes and other presentation items that may be required by GAAP). The Financials present fairly in all material respects the Acquiror's consolidated financial condition, operating results and cash flows as of the dates and during the periods indicated therein.

(b) Acquiror has timely filed with or furnished to the SEC all reports, schedules, forms, statements, prospectuses, registration statements and other documents required to be filed with or furnished to the SEC by Acquiror since January 1, 2025 (collectively, together with any exhibits and schedules thereto and other information incorporated therein, the "Acquiror SEC Documents"). No Subsidiary of Acquiror is required to file or furnish any report, schedule, form, statement, prospectus, registration statement or other document with the SEC.

(c) As of its filing date (or, if amended or superseded by a filing prior to the date of this Agreement, on the date of such amended or superseding filing), the Acquiror SEC Documents filed or furnished to the SEC since January 1, 2025 complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act, and the Sarbanes-Oxley Act of 2002, as amended, as the case may be.

(d) As of its filing date (or, if amended or superseded by a filing prior to the date of this Agreement, on the date of such amended or superseding filing), each Acquiror SEC Document filed or furnished to the SEC since January 1, 2025 did not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) As of the date of this Agreement, (i) there are no material outstanding or unresolved comments received from the SEC staff with respect to any of the Acquiror SEC Documents and (ii) to the knowledge of Acquiror, none of the Acquiror SEC Documents (including the financial statements included therein) are subject to ongoing SEC review.

(f) Acquiror maintains disclosure controls and procedures that are designed to provide reasonable assurance that all information required to be disclosed in Acquiror's reports filed under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC and that all such information is accumulated and communicated to Acquiror's management as appropriate to allow timely decisions regarding required disclosure and to enable each of the principal executive officer of Acquiror and the principal financial officer of Acquiror to make the certifications required under the Exchange Act with respect to such reports.

(g) Acquiror maintains a system of internal accounting controls sufficient to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP.

4.5 Governmental Approvals. No consent, waiver, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required by or with respect to Acquiror or the Merger Subs in connection with the execution and delivery of this Agreement and any Related Agreements to which Acquiror, or the Merger Subs are a party or the consummation of the Mergers and the other transactions contemplated hereby and thereby, except for (i) the filing of the First Certificate of Merger and the Second Certificate of Merger, (ii) compliance with any applicable requirements of the HSR Act, (iii) filings as may be required under applicable securities Laws or Nasdaq rules and regulations and (iv) such other consents, waivers, approvals, orders, authorizations, registrations, declarations and filings which, if not obtained or made, would reasonably be expected to materially impair the ability of Acquiror to consummate the Closing in accordance with the terms hereof.

4.6 Litigation. Since the Look Back Date, there has been no, and there is no Action pending or, to Acquiror's knowledge, threatened in writing against or affecting any Acquiror or its Subsidiaries which, if determined adverse to the Acquiror or its Subsidiaries, would reasonably be expected to materially impair the ability of Acquiror to consummate the Closing in accordance with the terms hereof. None of Acquiror or its Subsidiaries (i) has entered any settlement agreements or similar written agreements with any Governmental Entity with outstanding obligations or (ii) is subject to any outstanding Order, writ, injunction, judgments, stipulations, determinations, awards or decrees by any Governmental Entity that, in each case, would reasonably be expected to materially impair the ability of Acquiror to consummate the Closing in accordance with the terms hereof.

4.7 Compliance with Applicable Law. The business of Acquiror and its Subsidiaries is operated in compliance with all applicable Laws, rules, regulations, codes, ordinances, and applicable Orders of all Governmental Entities, except for instances of noncompliance that would not reasonably be expected to materially impair the ability of Acquiror to consummate the Closing in accordance with the terms hereof.

4.8 Operation of Merger Sub. The Merger Subs were formed solely for the purpose of effecting the Mergers and have not engaged in any business activities or conducted any operations other than in connection with the transactions contemplated hereby. Acquiror is, or will be immediately prior to the First Effective Time, the direct owner of all of the equity of each Merger Sub prior to the completion of the First Merger and the Second Merger (as applicable).

4.9 Valid Issuance. The Acquiror Common Stock, when issued and delivered to the Securityholders in accordance with this Agreement, will be (i) duly authorized and validly issued, fully paid and nonassessable, (ii) listed for trading on NASDAQ and (iii) free and clear of preemptive rights, Liens, security interests and other restrictions on transfer other than restrictions on transfer under (a) this Agreement, the Related Agreements, Acquiror's organizational documents as may be amended, or amended and restated, from time to time, and any other Contract entered into by the party to whom such Acquiror Common Stock were issued, as applicable, and (b) applicable securities and corporate Laws.

4.10 Financing. As of the Agreement Date, the Acquiror has delivered to the Securityholder Representative true and correct copies of (a) an executed debt commitment letter, dated as of the date hereof (including all exhibits, schedules and annexes thereto, as may be amended, modified, waived or replaced in accordance with the terms hereof, together with the Debt Financing Fee Letter, the "Debt Commitment Letter") and the fee letter referenced in the Debt Commitment Letter (as may be amended, modified, waived or replaced in accordance with the terms hereof, the "Debt Financing Fee Letter"), pursuant to which the Debt Financing Sources party thereto have committed, on the terms and subject to the conditions expressly set forth therein, to provide to the Acquiror or an Affiliate thereof the amount of debt financing described therein, the proceeds of which shall be used to, among other things, fund the transactions contemplated by this Agreement (the "Debt Financing"); *provided*, that the copy of the Debt Financing Fee Letter delivered to the Securityholder Representative may be redacted to omit fee amounts, "market flex" provisions and economic terms that do not impact the amount (other than through the operation of additional original issue discount or upfront fees) or adversely affect the availability of the Debt Financing or expand the conditions to obtaining the Debt Financing, in each case, on the Closing Date. Except as set forth in the Debt Commitment Letter, there are no conditions precedent to the obligations of the parties thereto to fund the full amounts contemplated by the Debt Financing. There are no side letters, understandings or other agreements or arrangements of any kind relating to the availability, amount or funding of the Debt Financing and no such side letters, side letters, understandings or other agreements or arrangements are contemplated. As of the Agreement Date, the Debt Commitment Letter has been duly executed and delivered by, and is a legal, valid and binding obligation of, the Acquiror and, to the knowledge of the Acquiror, each other party thereto, enforceable against the Acquiror and, to the knowledge of the Acquiror, each other party thereto in accordance with its terms, subject to the Enforceability Laws. As of the Agreement Date, the Debt Commitment Letter is in full force and effect against the Acquiror and, to the knowledge of the Acquiror, against each other party thereto and has not been withdrawn, terminated, rescinded, waived, amended or modified by the Acquiror or, to the knowledge of the Acquiror, each other party thereto. All commitment and other fees required to be paid under the Debt Commitment Letter on or prior to the Agreement Date have been timely paid. As of the date Agreement Date, assuming the satisfaction of the conditions set forth in Article II, the Acquiror is not aware of any fact, occurrence or condition that may cause the financing commitments in the Debt Commitment Letter to terminate or be ineffective or any term or condition of closing required to be satisfied by it pursuant to the Debt Commitment Letter to not be met. The aggregate proceeds of the Debt Financing, together with cash on hand, other financing commitments and other financial resources of the Company and the Acquiror, if and when funded, will be sufficient for the Acquiror to fund payment of (i) an amount equal to the Merger Consideration required to be paid in cash and (ii) the other cash payments required to be made by or on behalf of the Acquiror at the Closing (such amount, the "Required Funding Amount").

4.11 No Stockholder Approvals. No approval of the holders of the shares of the Acquiror Common Stock is required in connection with the execution of this Agreement or the performance by the Acquiror of its obligations hereunder, including, without limitation, the issuance of the Acquiror Common Stock by the Acquiror, under the organizational documents of the Acquiror, the rules and regulations of NASDAQ, or otherwise.

4.12 Tax Status. As of the date of this Agreement, the Acquiror is not aware of any facts, circumstance or plan that would reasonably be expected to prevent or impede the Mergers from qualification for the Reorganization Treatment, assuming for this purpose that the Continuity of Interest Requirement is met.

ARTICLE V
CONDUCT OF COMPANY BUSINESS

5.1 Conduct of Business. Except as expressly contemplated by this Agreement, required by Law or as set forth on Section 5.1(a) of the Disclosure Letter, from and after the date hereof until the earlier to occur of the Closing and the valid termination of this Agreement pursuant to Article VIII (the "Pre-Closing Period"), the Company shall and shall cause each other Group Company to, except as consented to in writing by Acquiror (which consent shall not be unreasonably withheld, conditioned or delayed), operate in the ordinary course of business and use commercially reasonable efforts to preserve its present business operations, goodwill and relationships with suppliers, customers, key employees and others having material business relationships. Without limiting the generality of the foregoing, except as expressly contemplated by this Agreement, required by Law or as set forth on Section 5.1(b) of the Disclosure Letter, during the Pre-Closing Period, the Company shall not, and shall cause each other Group Company not to, except as consented to in writing by Acquiror (which consent shall not be unreasonably withheld, conditioned or delayed): (a) take any action that, if taken after the Latest Balance Sheet Date and prior to the date hereof, would have been required to have been disclosed against any representation and warranty in Section 3.8(a)(i) through Section 3.8(a)(xix); or (b) take any action that, if taken after the Latest Balance Sheet Date and prior to the date hereof, would have been required to have been disclosed against any representation and warranty in Section 3.15(n).

(b) Notwithstanding any of the foregoing or anything else contained herein, nothing in this Agreement shall give Acquiror the right to control or direct in any manner the operations of the Group Companies. This Section 5.1 will not restrict the Group Companies from using its available cash to pay Third Party Expenses.

5.2 Third Party Consents. The Company shall, and shall cause its Representatives to, cooperate with Acquiror, as reasonably requested by Acquiror, and use reasonable best efforts to (a) obtain all consents, waivers and approvals and (b) deliver all notifications, in each case required pursuant to any Contract set forth on Section 3.6 of the Disclosure Letter; *provided*, that of this Section 5.2 shall not require any party to (i) make any payment or provide any value or other consideration (including increased or accelerated payments) or (ii) incur any liability; *provided*, *further*, that a party shall reasonably consult with the other parties to this Agreement before making any such payment, providing any such value or other consideration or incurring any such liability. Without limiting the obligations of the Company in first sentence of this Section 5.2 or Acquiror's rights and remedies in connection with a breach of the representations and warranties set forth in Article III (or the conditions in Section 2.2(b)(i) and Section 2.2(b)(ii) relating to the foregoing), Acquiror agrees that the failure to obtain any such consent, waiver or approval or timely deliver any such notice shall not constitute a condition to Acquiror's obligations hereunder and shall not in and of itself constitute a breach of any representation or warranty hereunder.

ARTICLE VI
COMPANY NON-SOLICITATION AGREEMENT

6.1 Termination of Discussions. The Company shall, shall cause its Affiliates and the Stockholders to, and shall not permit its or their respective Representatives to, immediately cease and cause to be terminated any negotiations and discussions with third parties (other than Acquiror and its Representatives) regarding (i) any acquisition, sale, or transfer of all or any material portion of the business, properties, assets or technologies of the Company, or any amount of Company Securities, whether or not outstanding (in each case, other than in connection with the exercise of Company Options outstanding as of the Agreement Date), in any case whether by merger, consolidation, amalgamation, purchase of assets or shares, tender or exchange offer, license or otherwise (other than the sale of products and services in the ordinary course of business consistent with past practice or the non-exclusive licensing of Intellectual Property Rights in connection therewith), (ii) any joint venture or other strategic investment in or involving the Company (other than an ongoing commercial or strategic relationship in the ordinary course of business consistent with past practice), including any new debt, equity, or other financing or investment, or recapitalization of the Company, or (iii) any similar transaction that is not in the ordinary course of business (each of the transactions described in the preceding clauses (i), (ii) and (iii) being referred to herein as an "Alternative Transaction").

6.2 No Solicitation. During the Pre-Closing Period, the Company may not, and the Company shall cause each of its Affiliates and the Stockholders not, and shall not permit its or their Representatives to, directly or indirectly: (a) solicit, initiate, seek, encourage, promote or support, any inquiry, proposal or offer from, furnish any information regarding the Company to, or participate in any discussions or negotiations with, any third party regarding, or in a manner intended or reasonably likely to facilitate, any Alternative Transaction; (b) respond to, assist or cooperate with any Person to make any inquiry, offer, proposal or indication of interest regarding any Alternative Transaction; *provided* that the Company and its Representatives may, in response to such an inquiry offer, proposal or indication of interest, inform any third party that it is restricted from participating in discussions regarding an Alternative Transaction; or (c) enter into any Contract with any Person providing for an Alternative Transaction.

6.3 Notice of Alternative Transaction Proposals. If the Company or any of its Affiliates, the Stockholders or any of its or their Representatives receive any inquiry offer, proposal or indication of interest regarding a potential Alternative Transaction prior to the First Effective Time or the termination of this Agreement in accordance with Section 8.1, then the Company shall promptly (and in any event within forty-eight (48) hours) notify Acquiror of such inquiry offer, proposal or indication of interest or request.

ARTICLE VII
ADDITIONAL AGREEMENTS

7.1 Stockholder Approvals.

(a) 280G Approvals. Prior to the Closing Date, the Company will submit to its Stockholders for approval, in accordance with the requirements of Section 280G(b)(5)(B) of the Code and the applicable rulings and final regulations promulgated thereunder, any and all payments or benefits that are the subject of a 280G Waiver (as defined below) and that, separately or in the aggregate, would reasonably be expected to constitute "parachute payments" (which determination shall be made by the Company subject to review and comment by Acquiror, with the Company to consider in good faith any reasonable comment made by Acquiror (within the meaning of Section 280G(b)(2) of the Code and the applicable rulings and final regulations promulgated thereunder) in the absence of such Stockholder approval (such payments and benefits, collectively, "Section 280G Payments," and the Stockholder vote on such approval consistent with such requirements, the "280G Vote"), such that no such Section 280G Payments will constitute "excess parachute payments" (within the meaning of Section 280G of the Code and the applicable rulings and final regulations promulgated thereunder). Prior to soliciting such Stockholder approval, the Company will use reasonable best efforts to obtain from each individual who would reasonably constitute a "disqualified individual" (each, a "Disqualified Individual") with respect to the Company (within the meaning of Section 280G of the Code and the applicable rulings and final regulations promulgated thereunder) and who would reasonably be expected to receive Section 280G Payments, a waiver of such individual's right to receive or retain such portion (which may be all) of such Section 280G Payments as is necessary to ensure that such individual will not receive or retain any "excess parachute payments" in the absence of Stockholder approval meeting the requirements of Section 280G(b)(5)(B) of the Code and the applicable rulings and final regulations promulgated thereunder (a "280G Waiver"). No later than five (5) Business Days prior to seeking the 280G Vote, the Company shall have provided to Acquiror (or its counsel) drafts of the Stockholder consent, waiver, disclosure statement and calculations necessary to effectuate the Stockholder approval process and shall have incorporated all of Acquiror's comments made reasonably and in good faith, including as they relate to any Acquiror arrangements that may be entered into in connection with Closing. Each party acknowledges that this Section 7.1(a) shall not apply to any arrangements being negotiated with or entered into at the discretion of Acquiror, on one hand, and a Disqualified Individual listed on Section 3.10(l) of the Disclosure Letter, on the other hand prior to or at the Closing with respect to the period following the Closing ("Acquiror Arrangements"), unless such Acquiror Arrangements (or, if such Acquiror Arrangements have not been entered into, a summary of the proposed material terms of such arrangements) have been disclosed to the Company at least five (5) Business Days prior to the Closing Date, so that, for the avoidance of doubt, compliance with this Section 7.1(a) as it relates to the quantification of "excess parachute payments" shall be determined as if such Acquiror Arrangements (or a summary of the proposed material terms of such arrangements) that are not so disclosed had not been entered into.

(b) The Company shall (i) deliver to Acquiror evidence as to whether the requisite Stockholder approval was obtained with respect to the Section 280G Payments subjected to such Stockholder vote in accordance with Section 7.1(a) and (ii) identify any Disqualified Individual who is reasonably expected to receive Section 280G Payments, based on information known to the Company, as of the date that is five (5) Business Days prior to the Closing Date, that may result in "excess parachute payments" (within the meaning of Section 280G and the applicable rulings and final regulations promulgated thereunder) and who did not execute a 280G Waiver and subject such payments to the Stockholder vote.

7.2 Regulatory Approvals.

(a) Each party hereto shall promptly execute and file (and will cause their respective Affiliates, including their respective UPE, if applicable, to file), or join in the execution and filing of, any application, notification or other document that may be necessary in order to obtain the authorization, approval or consent of any Governmental Entity, whether foreign, federal, state, local or municipal, which may be required in connection with the consummation of the Mergers and the other transactions contemplated by this Agreement or any Related Agreement. Each party shall use reasonable best efforts to obtain all such authorizations, approvals and consents from Governmental Entities and shall pay any associated filing fees payable by such party with respect to such authorizations, approvals and consents. Subject to applicable Law, each party hereto shall (A) promptly inform the other parties of any communication between such party and any Governmental Entity regarding any of the transactions contemplated hereby; (B) provide counsel for the other parties with a copy of all written communications received from any Governmental Entity in connection with the transactions contemplated hereby; (C) permit counsel for the other parties to review in advance, and consider in good faith the views of the other parties in connection with, any proposed written communication, meeting, presentation, or other submission to any Governmental Entity (*provided*, *however*, that such materials may be redacted as necessary to comply with applicable legal requirements, including to preserve legal privilege, and may be restricted to the other party's outside antitrust counsel to the extent any such materials are commercially or competitively sensitive); and (D) consult with the other parties in advance of, and to the extent practicable provide counsel for the other parties with the opportunity to attend and participate in, any substantive meeting or discussion with any Governmental Entity regarding the transactions contemplated hereby. Each party will (and will cause each of its respective Representatives, as applicable, to) (A) cooperate and coordinate with the other in the making of such filings, including making an appropriate filing of a notification and report form pursuant to the HSR Act as promptly as practicable (and in any event within ten (10) Business Days) after the date hereof and requesting early termination of the applicable waiting periods under the HSR Act; (B) use its respective reasonable best efforts to supply the other (or cause the other to be supplied) any information that may be required in order to make such filings; (C) use its respective reasonable best efforts to supply (or cause the other to be supplied with) any additional information that reasonably may be required or requested by the Governmental Entities of any other applicable jurisdiction in which any such filing is made; and (D) use its respective reasonable best efforts to take all action necessary to, as soon as practicable: (1) cause the expiration or termination of the applicable waiting periods pursuant to the HSR Act and any other Antitrust Laws applicable to this Agreement; and (2) obtain any required consents pursuant to any Antitrust Laws applicable to this Agreement. If any party receives a request for additional information or documentary material from any Governmental Entity whether pursuant to the HSR Act or any other applicable Antitrust Laws, then such party will make (or cause to be made), as soon as reasonably practicable and after consultation with the other parties, an appropriate response in substantial compliance with such request. Without limiting the obligations of Acquiror set forth in this Section 7.2 (or the conditions in Section 2.2(c)(i) relating thereto), the Company agrees that Acquiror shall, after good faith consultation with Company have control of and final decision-making authority and lead all communications and strategy with Governmental Entities, including but not limited to the offering of any commitment or remedy, relating to this Section 7.2; *provided* that Acquiror and the Company shall not, and shall each cause their respective Representatives not to, enter into any agreement or commitment with any Governmental Entity to not consummate the Mergers to stay, toll or extend any applicable waiting period under the HSR Act or any other Antitrust Law, pull and refile under the HSR Act or any other Antitrust Laws or enter into a timing agreement with any Governmental Authority, without the prior written consent of the other party (in each case, which consent shall not be unreasonably withheld, conditioned or delayed).

(b) Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that Acquiror and its Subsidiaries and Affiliates shall not be required to, and the Company and its Subsidiaries and Affiliates shall not without the prior written consent of Acquiror: (a) litigate or contest any administrative or judicial action or proceeding or any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, or (b) make proposals, execute or carry out agreements or submit to orders providing for (i) the sale, divestiture or other disposition or holding separate (through the establishment of a trust or otherwise) of any assets or categories of assets of Acquiror or the Company or any of their respective Subsidiaries or Affiliates, or the holding separate of shares of Company Capital Stock or any Equity Interests of any respective Subsidiaries or Affiliates of Acquiror or the Company (including, following the Closing, of the Surviving Entity) or (ii) the imposition of any limitation on the ability of Acquiror, the Company, or any of their respective Subsidiaries or Affiliates to freely conduct their business or own such assets or to acquire, hold or exercise full rights of ownership of shares of Company Capital Stock or any Equity Interests of any of any respective Subsidiaries or Affiliates of Acquiror or the Company (including, following the Closing, of the Surviving Entity) (the actions described in the foregoing clauses (i) and (ii), "Remedial Actions"), unless such Remedial Actions (i) would not reasonably be expected to be material to (A) the Company and its Subsidiaries, taken as a whole, or (B) Acquiror and its Subsidiaries (other than the Surviving Entity and its Subsidiaries), taken as a whole and (ii) are conditioned on the consummation of the Mergers.

(c) During the Pre-Closing Period, each of the Company and Acquiror will not, and will cause each of its respective Subsidiaries not to, acquire or agree to acquire, by merging or consolidating with, by purchasing a portion of the assets of or equity in, or by acquiring in any other manner, or entering any transaction, including any joint venture, licensing transaction or other contractual arrangement with, any Person or business or division thereof if such acquisition or other transaction would reasonably be expected to prevent or materially delay the ability of any of the parties hereto to (i) obtain any necessary approvals or clearances of any Governmental Entity, including the expiration of any relevant waiting period, required for the consummation of any transaction contemplated by this Agreement or (ii) satisfy the conditions set forth in Section 2.2(a)(ii) or Section 2.2(a)(iii).

7.3 Employee Matters.

(a) Offer Documents. Prior to the Closing, the Company shall provide Acquiror with reasonable access during normal business hours to each of the Employees upon advance notice to the Company and substantially consistent with the Communications Plan (provided that the Company or one of its Representatives may be present during any such meeting if requested) and cooperate with Acquiror, as reasonably requested by Acquiror, in delivering employment offers and other relevant employment-related agreements and documents to be effective at or following the Closing to any such Employee, and shall not discourage any such Employee from accepting such employment offers and executing employment related documents. Promptly following the execution of this Agreement, the Company and Acquiror shall cooperate to develop and execute a communication plan with respect to the integration of the Company's businesses and Employees with Acquiror's businesses following the Closing (the "Communications Plan"). Any statements or communications to the Employees regarding the transactions contemplated by this Agreement and the Related Agreements made by the Company, Acquiror and their respective Representatives, prior to the Closing shall be substantially consistent with the Communications Plan. For the avoidance of doubt, if any Employee does not receive an employment offer or does not execute an employment offer or any employment-related agreement or documents, the Company shall not be required to terminate such Employee's employment prior to or at the Closing.

(b) Termination of Employee Plans. Prior to the Closing, the Company shall adopt resolutions of its board of directors, and take all other action, as may be necessary to terminate any Company Employee Plan intended to be qualified under Section 401(a) of the Code, such termination to be contingent upon the Closing and effective as of no later than the day immediately preceding the Closing Date, unless Acquiror provides written notice to the Company determining otherwise no later than five (5) Business Days prior to the Closing. Prior to the Closing, the Company shall provide Acquiror with evidence that all such Company Employee Plans have been terminated in form and substance satisfactory to Acquiror (acting reasonably).

(c) Acquiror Equity Awards.

(i) In connection with the Closing, Acquiror shall issue to the Employees set forth on Schedule 7.3(c)(i) restricted stock units covering shares of Acquiror Common Stock in the amounts and subject to the terms and conditions set forth on Schedule 7.3(c)(i) (the "Acquiror Awards"). The Key Employees and the Employees shall receive a commitment by Acquiror to issue the Acquiror Awards in accordance with this Section 7.3(c)(i), as applicable, in connection with the Closing. The parties acknowledge and agree that the Acquiror Awards will be subject to forfeiture as security for the indemnification obligations of the applicable Indemnifying Parties, consistent with the terms and limitations of Article XI and the risk of forfeiture applicable to the Indemnity Escrow Shares, subject to applicable Law.

(ii) In connection with or following the Closing, Acquiror shall issue to the continuing employees engaged in the Company's principal business segment restricted stock units covering shares of Acquiror Common Stock in the amounts and subject to the terms and conditions set forth on Schedule 7.3(c)(ii).

(d) Post-Closing Employee Benefits. For a period commencing on the First Effective Time and ending on the first (1st) anniversary of the First Effective Time (or, if earlier, the date of employment termination of the relevant employee), except as otherwise provided in the Offer Documents with Key Employees, Acquiror shall, or shall cause its Affiliates to, provide each employee of the Group Companies who continues to be employed by Buyer or its Affiliates immediately following the Closing (each, a "Continuing Employee") with (i) a base salary or hourly wage rate and cash incentive compensation opportunities that are each no less favorable to such Continuing Employee than the base salary or hourly wage rate and cash incentive opportunities offered to such Continuing Employee as of the execution of this Agreement and (ii) broad-based retirement and health and welfare employee benefits (excluding defined benefit pension benefits, nonqualified deferred compensation, severance and post-employment welfare benefits) that are substantially comparable in the aggregate to the employee benefits (excluding defined benefit pension benefits, nonqualified deferred compensation, severance and post-employment welfare benefits) provided to either (A) the Continuing Employees as of the execution of this Agreement or (B) similarly situated employees of Acquiror and its Affiliates. Acquiror shall use commercially reasonable efforts to credit each Continuing Employee with all service credited to such Continuing Employee by a Group Company as of the First Effective Time for purposes of eligibility, vesting, future vacation accruals (to the extent applicable) and determination of severance amounts to the same extent as such service was credited under the analogous Employee Benefit Plan; *provided, however*, that the foregoing shall not apply to the extent that its application would result in a duplication of benefits and in all cases the foregoing shall be subject to the terms of the Buyer Benefit Programs and the paid time off and vacation policies applicable to similarly situated employees of Acquiror and its Affiliates. Acquiror shall, for the plan year in which the First Effective Time occurs, use commercially reasonable efforts to waive, or cause to be waived, all pre-existing condition exclusions, evidence of insurability requirements, actively at work requirements, waiting periods, and similar requirements applicable under welfare benefit plans maintained by Acquiror or its Affiliates and offered to a Continuing Employee ("Buyer Benefit Programs") with respect to Continuing Employees and their spouses and dependents to the extent such pre-existing condition exclusions, evidence of insurability requirements, actively at work requirements, waiting periods, and similar requirements would not have been applicable to or were otherwise satisfied by a Continuing Employee prior to the First Effective Time. Acquiror shall use commercially reasonable efforts to, for the plan year in which the Closing occurs, credit or cause to be credited, Continuing Employees with all amounts paid prior to the First Effective Time with respect to each group health benefit plan for purposes of satisfying all applicable deductible, coinsurance, and out-of-pocket requirements for the plan year that includes the First Effective Time under the analogous Buyer Benefit Program as if such amounts had been paid with respect to such Buyer Benefit Program. Nothing herein will modify the at-will employment status of employees based in jurisdictions that allow for at-will employment (including U.S. based Continuing Employees), and all such employees will be employed at-will. For avoidance of doubt, nothing herein will limit or preclude Acquiror from terminating the employment of any Continuing Employee following the Closing.

(e) Within ninety (90) days following Closing, Acquiror shall use commercially reasonable efforts to cause the Acquiror Common Stock issuable in respect of Acquiror Awards for Continuing Employees, for which a Form S-8 registration statement is available to be registered with the SEC on Form S-8 (assuming timely receipt of any award documentation relating to such Acquiror Awards and all signatures, opinions and consents required for such registration statement), and will reserve a sufficient number of shares of Acquiror Common Stock for issuance upon vesting (with respect to Acquiror Awards) thereof. The Securityholder Representative and its Representatives shall reasonably cooperate with and assist Acquiror in the preparation of such registration statement.

7.4 Tax Matters.

(a) Tax Returns Filed After Closing. Acquiror shall prepare or shall cause to be prepared, at Acquiror's sole expense, all Tax Returns with respect to a Pre-Closing Tax Period of the Group Companies required by Law to be filed by the Group Companies after the Effective Date. Prior to the finalization of the Post-Closing Statement, all such Tax Returns shall be prepared on a basis consistent with those prepared for prior taxable periods unless otherwise required by applicable Law or the obligations set forth in this Agreement; *provided*, that, (i) all Transaction Tax Deductions will be reported in the tax period or portion thereof of the Group Companies ending on the Closing Date and Acquiror will cause the applicable Group Companies to elect to treat 70% of any Third Party Expenses that are "success-based" fees as deductible for applicable Income Tax purposes in accordance with IRS Revenue Procedure 2011-29, in each case, to the extent available at a "more likely than not" (or higher) level of confidence under applicable Law, and (ii) the Acquiror shall cause each Group Company that is eligible to be included in a consolidated U.S. federal income Tax Return within the meaning of Section 1504 of the Code to join the Acquiror's consolidated group on the day following the Closing Date in accordance with Treasury Regulations Section 1.1502-76 and shall not make any "ratable allocation election" pursuant to Treasury Regulations Section 1.1502-76. For the avoidance of doubt, no Group Company shall actually make any election pursuant to Section 174A Rules without the prior written consent of Acquiror, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Tax Contests. Acquiror shall notify Securityholder Representative in writing within ten (10) Business Days upon receipt by Acquiror or any of its Affiliates of any written communication from any Governmental Entity having jurisdiction over the assessment, determination, collection, imposition of any Tax concerning any pending or threatened Action related to Income Taxes with respect to the Group Companies for any Pre-Closing Tax Period or Straddle Period that would reasonably be expected to affect the Reorganization Treatment (a "Tax Contest"). Acquiror shall control any such Tax Contest; provided, that, (A) Acquiror shall keep Securityholder Representative reasonably informed and consult in good faith with Securityholder Representative with respect to any material issue relating to such Tax Contest; (B) Acquiror shall provide Securityholder Representative with copies of all material correspondence, notices and other written materials received from any Governmental Entity and shall otherwise keep Securityholder Representative advised of significant developments in such Tax Contest and of significant communications involving representatives of the Governmental Entity; (C) Acquiror shall not agree or consent to compromise or settle any such Tax Contest unless Securityholder Representative consents to such settlement, compromise or concession, which consent shall not be unreasonably withheld, conditioned or delayed; and (D) Securityholder Representative shall have the right to participate, at the expense of the Securityholders, in any such Tax Contest. The Securityholder Representative shall reimburse Acquiror for any reasonable out-of-pocket costs incurred in defending any such Tax Contest. Notwithstanding any provision to the contrary, to the extent any provision of Article IX directly conflicts with any provision of this Section 7.4(b), this Section 7.4(b) shall govern.

(c) Tax Assistance. The Securityholder Representative agrees to furnish or cause to be furnished to Acquiror and its subsidiaries (including the Surviving Entity), and Acquiror agrees to furnish or cause to be furnished, and to cause its subsidiaries (including the Surviving Entity) to furnish to Securityholder Representative at any time after the Effective Date, upon request, as promptly as practicable, such information (including access to books and records) and assistance relating to the Company (as applicable), as is reasonably requested for the filing of any Tax Returns of the Company, for the preparation of any audit and for the prosecution or defense of any pending or threatened audit or assessment, suit, proposed adjustment, deficiency, dispute, administrative or judicial proceeding or other similar claim in respect of the Company, in each case relating to the Pre-Closing Tax Period. Notwithstanding anything to the contrary in this Agreement, Acquiror will not be required to provide a copy of its consolidated Tax Returns or supporting documentation to the Securityholder Representative (or the Securityholders).

(d) Transfer Taxes. Transfer Taxes, if any, will be borne fifty percent (50%) by the Securityholders on the one hand as Pre-Closing Taxes and fifty percent (50%) by Acquiror on the other. Acquiror shall prepare and file with respect to the preparation and filing of, any Tax Returns and other filings relating to any such Transfer Taxes as may be required and the Securityholder Representative shall cooperate with Acquiror as necessary in order for the filing of all necessary Tax Returns and other documentation with respect to the Transfer Taxes.

(e) Straddle Periods. In the case of Taxes with respect to a Straddle Period, the portion of any such Taxes that are treated as attributable to the portion of such Straddle Period ending on the Closing Date for purposes of this Agreement shall:

(i) in the case of Taxes based upon income, sales, proceeds, profits, receipts, revenues, payments, disbursements, transactions, wages, compensation or similar items, the Taxes attributable to the portion of any Straddle Period that is a Pre-Closing Tax Period will be determined as though the Straddle Period ended at the end of the day on the Effective Date based on an interim closing of the books, except that exemptions, allowances or deductions that are calculated on an annual basis (including depreciation and amortization deductions), other than with respect to property placed in service after the Closing, will be allocated on a per diem basis;

(ii) the amount of any other Taxes of the Company attributable to the portion of the Straddle Period that is a Pre-Closing Tax Period will equal the amount of such Tax for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days in the Straddle Period up to and including the Effective Date, and the denominator of which is the total number of days in the Straddle Period; and

(iii) in the case of a Group Company, any transactions or events that are outside of the ordinary course of business and occur after the Closing on the Closing Date will be treated as occurring in the portion of the Straddle Period beginning after the Closing Date, other than any such transactions contemplated or required by this Agreement.

(f) Tax Actions. Except to the extent required by Law, Acquiror shall not, and shall not cause or permit any Group Company to: (i) make, change or revoke any Tax election (other than any election pursuant to the Section 174A Rules) with respect to the Company that has retroactive effect to any Pre-Closing Tax Period (other than a Straddle Period), (ii) amend any Tax Return of the Company for any Pre-Closing Tax Period (other than a Straddle Period), (iii) settle any audit, litigation or other proceeding with respect to Taxes of any Group Company for any Pre-Closing Tax Period (or portion thereof), (iv) enter into or pursue a voluntary disclosure agreement (or other similar agreement) with a Governmental Entity in respect of any Group Company for a Pre-Closing Tax Period or (v) waive or extend the statute of limitations with respect to Income Taxes of any Group Company for any Pre-Closing Tax Period (or portion thereof) in each case, prior to the finalization of the Post-Closing Statement, without the prior written consent of the Securityholder Representative (such consent not to be unreasonably withheld, conditioned or delayed). The Acquiror shall not (and shall cause each of its Affiliates not to) take or agree to take any action either prior to or after Closing, in each case, that would reasonably be expected to prevent or impede the Mergers from qualification for the Reorganization Treatment, unless otherwise required by applicable Law or the Continuity of Interest Requirement is not met, in which case Acquiror shall notify the Securityholder Representative of its plan to take such action as soon as reasonably practicable. Acquiror shall not, and shall not cause or permit any Group Company to make any election under Section 336 or Section 338 of the Code (or any corresponding or similar provision of state, local or non-U.S. Tax Law).

7.5 Payoff Letters.

(a) Payoff Letters. No later than three (3) Business Days prior to the Closing Date, the Company shall have obtained from each holder of Indebtedness of the Company set forth on Schedule 7.5(a) (the "Closing Pay-Off Indebtedness"), and delivered to Acquiror, an executed payoff letter, in form and substance satisfactory to Acquiror (acting reasonably), setting forth (i) the amounts required to pay off in full on the Effective Date, the Indebtedness owing to such holders (and any agent thereof) of Indebtedness (including the outstanding principal, accrued and unpaid interest and prepayment and other penalties and any fees and expenses due and payable in connection with such repayment) and wire transfer information for such payment, (ii) upon payment of such amounts, a release of the Company and its Subsidiaries from their obligations under such Indebtedness and (iii) upon payment of such amounts, a release of all Liens, if any, that the holders (and any agent thereof) may hold on any of the assets of the Company and its Subsidiaries and an agreement that the Company or its Representatives may file UCC-3 termination statements and such other documents necessary or desirable to evidence the release of any and all such Liens (each, a "Payoff Letter").

7.6 Third Party Expenses.

(a) Responsibility. Except as otherwise provided herein (including, for the avoidance of doubt, the fees and expenses to be borne by the parties pursuant to Section 7.4(d), Section 7.7(a) and Section 7.10), whether or not the Mergers are consummated, each party will be responsible for its own expenses and costs that it incurs (and whether paid prior to, at or after the First Effective Time) with respect to the negotiation, execution, delivery and performance of this Agreement, other than the Securityholder Representative, the expenses and costs of which shall be the sole responsibility of the Securityholders.

(b) Final Invoices. The Company shall use reasonable best efforts to obtain and deliver to Acquiror, at least three (3) Business Days prior to the Closing, from each advisor, counsel, accountant, or other professional service provider owed Third Party Expenses and any other amounts payable in connection with the termination of the Terminated Agreements, a final invoice in customary form.

7.7 Indemnification; Directors' and Officers' Insurance.

(a) Acquiror agrees that all rights to indemnification, exculpation and advancement of expenses now existing in favor of the directors and officers of each Group Company, as provided in the Group Companies' Governing Documents Made Available with respect to any matters occurring prior to the Closing Date, shall survive the transactions contemplated by this Agreement and shall continue in full force and effect and that Acquiror shall cause the Group Companies to perform and discharge the Group Companies' obligations to provide such indemnification, exculpation and advancement of expenses. The indemnification, liability limitation, exculpation or advancement of expenses provisions of the Group Companies' Governing Documents shall not be amended, repealed or otherwise modified after the Closing Date in any manner that would adversely affect the rights thereunder of individuals who, as of the Closing Date or at any time prior to the Closing Date, were directors or officers of any Group Company, unless such modification is required by applicable Law.

(b) The Group Companies shall purchase, at or prior to the Closing (i) a "tail" policy providing directors' and officers' liability insurance coverage for a period of six years after the Closing Date for the benefit of those Persons who are covered by any Group Company's directors' and officers' liability insurance policies as of the date hereof or at the Closing, with respect to matters occurring prior to the Closing and (ii) "run off" coverage as provided by Group Companies' fiduciary and employment practices liability policies, in each case, covering those Persons who are covered on the date hereof by such policies and with terms, conditions, retentions and limits of liability that are no less advantageous than the coverage provided under the Group Companies' existing policies (collectively, the "Tail Policies"). The cost and expense of arranging and purchasing the Tail Policies shall be Third Party Expenses for purposes of this Agreement. The Tail Policies shall provide coverage that is at least equal to the coverage provided under the Group Companies' current directors' and officers' liability insurance policies. Acquiror shall, and shall cause the Group Companies to, maintain such policy in full force and effect from and after the Closing Date.

(c) If Acquiror, any Group Company or any of their respective successors or assigns (i) shall merge or consolidate with or merge into any other corporation or entity and shall not be the surviving or continuing corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of their respective properties and assets as an entity in one or a series of related transactions to any individual, corporation or other entity, then in each such case, proper provisions shall be made so that the successors or assigns of Acquiror or such Group Company shall assume all of the obligations set forth in this Section 7.7; *provided*, that neither Acquiror nor such Group Company shall be relieved from such obligation.

(d) The directors and officers of each Group Company entitled to the indemnification, liability limitation, exculpation and insurance set forth in this Section 7.7 are intended to be third party beneficiaries of this Section 7.7. This Section 7.7 shall survive the consummation of the transactions contemplated by this Agreement and shall be binding on all successors and assigns of Acquiror.

7.8 Access to Information.

(a) Prior to the Closing, the Company shall afford Acquiror and its Representatives reasonable access to all of the properties, books, Contracts, commitments and records of the Company and its Subsidiaries reasonably requested by Acquiror; *provided*, *however*, that neither the Company nor its Subsidiaries shall be required to provide access to any information (i) that is subject to attorney-client privilege to the extent doing so would reasonably be expected to cause such privilege to be waived, (ii) that is prohibited by applicable Law or Contract or any obligation of confidentiality, or (iii) in connection with any Action between the parties and their Affiliates (in which case the normal rules of discovery will apply); *provided*, *further*, that, with respect to any information not provided pursuant to this clause (i) or (ii), the Company shall use commercially reasonable efforts to provide Acquiror such access or make such disclosure in a manner that does not have such consequences. Any such investigation and examination shall be conducted upon prior reasonable notice during regular business hours and under reasonable circumstances and in a manner that does not unreasonably interfere with the normal business operations of the Company or its Subsidiaries, as applicable. No information discovered through the access afforded by this Section 7.8 shall (A) limit or otherwise affect any remedies available to the party receiving such information, (B) constitute an acknowledgment or admission of a breach of this Agreement or (C) be deemed to amend or supplement the Disclosure Letter. Any information provided pursuant to this Section 7.8 shall be subject to the Confidentiality Agreement.

(b) During the period from the date of this Agreement until the earlier of the Closing or the termination of this Agreement in accordance with its terms, Acquiror hereby agrees that it is not authorized to and shall not (and shall not authorize any of its Representatives to) contact any employee or any Person actually known by the Acquiror to be a customer or vendor of any Group Company, in each case regarding any Group Company, its business or the transactions contemplated by this Agreement without the prior written consent (e-mail being sufficient) of the Company (which consent shall not be unreasonably withheld, conditioned or delayed); *provided*, that (1) Acquiror may communicate with the Key Employees so long as such communications are not inconsistent with the Communications Plan (including to prepare the Communications Plan); (2) Acquiror may communicate with the Key Employees in connection with execution of the transactions contemplated by this Agreement, including in connection with arranging the Debt Financing and (3) Acquiror may communicate with the Company's other employees to the extent consistent with the Communications Plan.

7.9 Notification of Certain Matters. Prior to the Closing, the Company shall give reasonably prompt notice to Acquiror upon actually becoming aware of the occurrence or non-occurrence of any event, the occurrence or non-occurrence (as applicable) of which has caused, or would be reasonably likely to cause, any representation or warranty contained in Article III to be untrue or inaccurate at or prior to the Closing such that it would result in a Company Material Adverse Effect.

7.10 Representations and Warranties Insurance.

(a) On the Agreement Date, Acquiror shall acquire a conditional binder agreement (the "Binder Agreement") for a buyer-side representations and warranties insurance policy (including any excess policies) with an aggregate coverage limitation of up to $150,000,000 (the "RWI Policy) naming Acquiror as the "named insured." All costs and expenses related to the RWI Policy, including the total premium, underwriting fee, brokerage commissions and other fees taxes payable to the insurer or the broker for the RWI Policy (the "RWI Costs") will be borne by Acquiror. Acquiror shall use commercially reasonable efforts to satisfy all conditions set forth in the Binder Agreement to ensure that the RWI Policy is issued as soon as practicable at or following the Closing (and, in any event, prior to the expiration of the time periods to satisfy the conditions set forth in the Binder Agreement). The RWI Policy acquired by Acquiror shall expressly provide that the insurer or insurers issuing such policies shall have no right, and waive, and agree not to pursue any right, of subrogation, contribution, or otherwise against the Securityholders, any Affiliates thereof, or any Representatives of any of the foregoing, with respect to any claim made by any of the Insureds (as defined in the R&W Policy) in connection with this Agreement or the transactions contemplated hereby, except in the case of Fraud. Acquiror may not adversely amend, terminate, modify, waive or otherwise revise the limitations on subrogation against the Indemnifying Parties or their Affiliates and Representatives, or otherwise amend or waive any provision of the RWI Policy in any manner adverse to the Indemnifying Parties, their Affiliates or their Representatives, in each case, without the prior written consent of prior to the Closing, the Company, and following the Closing, the Securityholder Representative.

(b) If requested in writing by Acquiror, the Group Companies shall purchase, at or prior to the Closing (i) a "tail" policy providing cyber insurance coverage under the Group Companies' current cyber insurance policy for a period of six years after the Closing Date with respect to matters occurring prior to the Closing and (ii) an endorsement for a "supplemental extended reporting period" under the Group Companies' general liability policy, in each case, for the benefit of the Indemnified Parties, including the Group Companies, and covering the Persons who are covered on the date hereof (collectively, the "Additional Tail Policies"). The cost and expense of the Additional Tail Policies shall be borne by Acquiror for all purposes of this Agreement and shall not constitute Third Party Expenses. The Additional Tail Policies (including the terms, conditions, retentions and limits of liability to be provided thereunder) shall be subject to Acquiror's prior review and approval.

7.11 Financing.

(a) Prior to the Closing, the Acquiror will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to (i)(a) maintain in full force and effect the Debt Commitment Letter (subject to the replacement thereof in accordance with this Section 7.11) until the earlier of the consummation of the transactions contemplated by this Agreement and the valid termination of this Agreement and (b) arrange, obtain and consummate the Debt Financing on the terms and conditions contemplated by the Debt Commitment Letter (subject to the replacement thereof in accordance with this Section 7.11), (ii) enter into definitive written agreements with respect to the Debt Financing on terms and conditions contained in the Debt Commitment Letter (including any "flex" provisions applicable thereto, but subject to the replacement thereof in accordance with this Section 7.11) or, in the Acquiror's sole discretion, on other terms than those contained in the Debt Commitment Letter (including any "flex" provisions applicable thereto), in each case, which such other terms shall not affect any Prohibited Financing Amendment (with such agreements to be in effect no later than the Closing Date) (such definitive agreements governing the Debt Financing, the "Debt Financing Agreements"), (iii) satisfy on a timely basis all obligations (or obtain the waiver thereof) applicable to the Acquiror under the Debt Commitment Letter and consummate the Debt Financing no later than at the Closing and (iv) fully enforce its rights under the Debt Commitment Letter. Without the prior written consent of the Securityholder Representative, the Acquiror shall not permit any amendment, replacement or modification to be made to, or any waiver of any provision or remedy under, the Debt Commitment Letter, if such amendment, replacement, modification or waiver (A) reduces the aggregate amount of the Debt Financing below the amount, taking into account all other sources of funding (including cash on hand), necessary to fund the Required Funding Amount; (B) imposes new or additional conditions or expands any of the conditions to the receipt of the Debt Financing in a manner that would reasonably be expected to (I) materially delay or prevent the Closing or (II) make the timely funding of the Debt Financing or satisfaction of the conditions to obtaining the Debt Financing on or prior to the Closing Date less likely to occur; or (C) otherwise would reasonably be expected to (I) materially delay or prevent the Closing; (II) make the timely funding of the Debt Financing or satisfaction of the conditions to obtaining the Debt Financing on or prior to the Closing Date less likely to occur; or (III) adversely impact the ability of the Acquiror to enforce its rights against any other party to the Debt Commitment Letter (the limitations set forth in this sentence, the "Prohibited Financing Amendments"). In the event that any portion of the Debt Financing becomes unavailable to the Acquiror in the manner or from the sources set forth in the Debt Commitment Letter (other than as a result of the replacement thereof in accordance with this Section 7.11), the Acquiror will promptly notify the Securityholder Representative and will use its reasonable best efforts to obtain as promptly as practicable (and in any event at or prior to the Closing) alternative financing on terms and conditions not materially less favorable to the Acquiror, taken as a whole, than those contained in the Debt Commitment Letter as of the date hereof (including any "flex" provisions applicable thereto) or, in the Acquiror's sole discretion, on other terms than those contained in the Debt Commitment Letter as of the date hereof (including any "flex" provisions applicable thereto), in each case, from the same or alternative sources in an amount sufficient, when added to any portion of the Debt Financing still available, to fund the Required Funding Amount (an "Alternative Financing" with any such Alternative Financing being deemed to constitute "Debt Financing", the debt commitment letter with respect thereto being deemed to constitute a "Debt Commitment Letter", the fee letter with respect thereto being deemed to constitute a "Debt Financing Fee Letter" and the definitive documentation with respect thereto being deemed to constitute the "Debt Financing Agreements"); *provided*, that, without the prior written consent of the Securityholder Representative, such Alternative Financing shall not affect any Prohibited Financing Amendments. The Acquiror shall deliver to the Securityholder Representative true and correct copies of the executed debt commitment letter with respect to such Alternative Financing (and the related fee letter, which may be redacted in the manner set forth in Section 4.10) promptly following the execution thereof. The Acquiror shall give the Securityholder Representative prompt written notice of (1) any breach or default (or any event or circumstance that with or without the lapse of time, or both, would give rise to any breach or default) by any party to the Debt Commitment Letter of any material provision thereof of which the Acquiror has become aware, (2) the expiration or termination in writing (or attempted or purported termination in writing, whether or not valid) of the Debt Commitment Letter of which the Acquiror has become aware, (3) any material dispute or disagreement between or among any parties to the Debt Commitment Letter or the Debt Financing Agreements with respect to the obligation to fund the Debt Financing or the amount of the Debt Financing to be funded at Closing (but excluding, for the avoidance of doubt, any ordinary course negotiations with respect to the terms of the Debt Financing and/ or the Debt Financing Agreements) and (4) if for any reason Acquiror has determined in good faith that it may no longer be able to obtain all or any portion of the Debt Financing contemplated by the Debt Commitment Letter on the terms and conditions contemplated therein and the Acquiror shall otherwise keep the Securityholder Representative reasonably informed of the status of the Acquiror's efforts to arrange the Debt Financing upon the written request of the Securityholder Representative.

(b) Prior to the Closing, the Company shall use reasonable best efforts to provide, and shall cause each Subsidiary of the Company to use reasonable best efforts to provide, and shall use reasonable best efforts to cause its and their respective Representatives to provide, such cooperation in connection with the arrangement of the Debt Financing as may be reasonably requested by Acquiror, including to use reasonable best efforts to (i) make available to Acquiror, its advisors and its Debt Financing Sources such financial and other pertinent information regarding the Company and each Subsidiary of the Company that is customarily provided in connection with financings similar to the Debt Financing and as may be reasonably requested by Acquiror, its advisors or its Debt Financing Sources, including (I) the unaudited financial statements of the Company for each fiscal quarter of the Company ended after the Latest Balance Sheet Date and 50 days prior to the Closing and the audited financial statements of the Company for any fiscal year of the Company ended after the Latest Balance Sheet Date and 120 days prior to the Closing (it being understood and agreed that this clause (I) shall not be subject to any "reasonable best efforts" qualification contained in this clause (b), (II) such information as is necessary to allow Acquiror, its advisors and its Debt Financing Sources to prepare pro forma financial statements and (III) customary authorization letters (including customary representations with respect to accuracy of information and material non-public information); *provided*, that the Company is given a reasonable opportunity prior to execution to review and provide comments on such authorization letters and such information distributed to prospective lenders in connection therewith; (ii) assist with the preparation of lender and investor presentations, rating agency presentations, bank information memoranda, marketing materials and other similar documents and materials in connection with the Debt Financing and, with respect to senior management with appropriate knowledge, participate in a reasonable number of meetings, presentations, road shows, drafting sessions and due diligence sessions (in each case, including via video conference) with providers or potential providers of the Debt Financing and ratings agencies and otherwise reasonably assist in the marketing efforts of the Acquiror and its Debt Financing Sources; (iii) deliver, at least three (3) Business Days prior to Closing, all documentation and other information (with respect to the Company and its Subsidiaries only) as is reasonably requested by Acquiror, its advisors and its Debt Financing Sources at least ten (10) Business Days prior to Closing with respect to applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and beneficial ownership regulations (including beneficial ownership certifications as under 31 C.F.R. § 1010.230) (it being understood and agreed that this clause (iii) shall not be subject to any "reasonable best efforts" qualification contained in this clause (b)); (iv) facilitate the pledging of collateral and granting of security interests in connection with the Debt Financing effective no earlier than, and subject to the occurrence of, the Closing, and (v) reasonably assist with Acquiror's preparation, negotiation and execution of definitive written financing documentation and the schedules and exhibits thereto (including loan agreements, guarantees, collateral agreements, hedging arrangements, customary officer's certificates and corporate resolutions, as applicable) as may reasonably be requested by Acquiror and subject to the occurrence of the Closing; *provided, however*, that notwithstanding the foregoing nothing in this Section 7.11 will require any such cooperation to the extent that it would (A) require the Company or any of its Subsidiaries to pay any fees or reimburse any expenses prior to the Closing, (B) require the Company or any of its Subsidiaries to give or agree to give to any other Person any indemnities in connection with the Debt Financing that are effective prior to the Closing, (C) require the Company or any of its Subsidiaries to provide in connection with the Debt Financing any information the disclosure of which is prohibited or restricted under applicable Law or is legally privileged or prohibited by any confidentiality obligations that are binding on the Company or any of its Subsidiaries, (D) require the Company or any of its Subsidiaries to take any action which would reasonably be expected to result in the Company or any of its Subsidiaries or any of its or their respective Affiliates incurring any liability with respect to matters relating to the Debt Financing or would reasonably be expected to cause any director, officer or employee of the Company or any of its Subsidiaries or any of its or their respective Affiliates or Representatives to incur any personal liability in connection with the Debt Financing, (E) conflict with, result in any violation or breach of, or default (with or without notice, lapse of time, or both) under, the Company's or any of its Subsidiary's respective Governing Documents or any Material Contract, (F) require the Company or any of its Subsidiaries to provide or prepare (1) pro forma financial information, including pro forma cost savings, synergies, capitalization or other pro forma adjustments desired to be incorporated into any pro forma financial information, (2) any description of all or any component of the Debt Financing, or (3) projections, risk factors or other forward-looking statements relating to all or any component of the Debt Financing, (G) require the Company or any Representative thereof to provide any legal opinions, (H) reasonably be expected to cause any covenant, representation or warranty in this Agreement to be breached by the Company or any of its Subsidiaries or (I) reasonably be expected to unreasonably interfere with the ongoing business operations of the Company and its Subsidiaries. Notwithstanding the foregoing, (i) none of the Company nor its Subsidiaries nor their respective officers or employees shall be required to execute or enter into any agreement with respect to the Debt Financing (other than (x) those officers or employees continuing in such roles after Closing, and solely with respect to agreements contingent upon the Closing and that would not be effective prior to the Closing, and (y) the customary authorization letters referred to above included in any marketing materials for the Debt Financing), and (ii) no directors of the Company or its Subsidiaries shall be required to approve, adopt, execute or enter into or perform any agreement with respect to the Debt Financing that is not contingent upon the Closing or that would be effective prior to the Closing (other than those directors continuing in such roles after Closing, and solely with respect to agreements contingent upon the Closing and that would not be effective prior to the Closing).

(c) The Company hereby consents to the use of the logos of the Company and each of its Subsidiaries in connection with the Debt Financing; *provided*, that (x) the Company shall be provided with a reasonable opportunity to review the proposed use of such logos prior to their use and (y) such logos shall be used solely in a manner that would not be reasonably expected to harm, disparage or otherwise adversely affect the Company and/or its Subsidiaries or their reputation or goodwill.

(d) Upon the earlier of the Closing and the termination of this Agreement in accordance with its terms, the Acquiror shall promptly reimburse the Securityholder Representative, the Company and its Subsidiaries and its and their respective Representatives for all reasonable, documented and invoiced out-of-pocket costs and expenses (including reasonable, documented and invoiced out-of-pocket attorneys' fees) incurred by such Persons in connection with any cooperation contemplated by this Section 7.11, other than any costs and expenses the Company and its Subsidiaries (and its and their respective Representatives) would have incurred in the ordinary course of business notwithstanding its obligations contemplated by this Section 7.11.

(e) Acquiror shall indemnify and hold harmless each of the Company and its Subsidiaries and its and their respective Representatives from and against any and all losses and other liabilities suffered or incurred by any of them in connection with the arrangement and preparation of the Debt Financing and any information used in connection therewith, in each case other than as a result of fraud, gross negligence or willful misconduct by or on behalf of such Person or Representative.

(f) All information provided by the Company or any of its Subsidiaries or any of their Representatives pursuant to this Section 7.11 shall be subject to the Confidentiality Agreement; *provided*, that Acquiror shall be permitted to disclose such information to the Debt Financing Sources, other financing sources, other potential sources of capital, rating agencies and prospective lenders and investors in connection with obtaining the Debt Financing or any direct or indirect equity financing, subject to the recipient thereof entering into customary confidentiality undertakings with respect to such information (including in the form of a customary click-through confidentiality undertaking).

(g) The Company shall be deemed to have complied with this Section 7.11 for the purpose of any condition set forth in Article II, unless (i) the Company has materially breached its obligations under this Section 7.11, (ii) the Acquiror has notified the Company of such breach in writing in good faith, detailing in good faith reasonable steps that comply with this Section 7.11 in order to cure such breach and (iii) the Company has not taken such steps or otherwise cured such breach with reasonably sufficient time prior to the Closing Date to consummate the Debt Financing.

(h) Except to the extent specifically set forth in this Agreement, including without limitation, Section 11.16, the parties hereto understand and agree that all obligations of the parties relating to the Debt Financing shall be governed exclusively by this Section 7.11.

(i) Notwithstanding anything herein to the contrary, but without limiting the obligations set forth in this Section 7.11, Acquiror hereby acknowledges and agrees that the obligations of the Acquiror under this Agreement, including their obligations to consummate the transactions contemplated by this Agreement, are not in any way conditioned or contingent upon or otherwise subject to the Acquiror's consummation of any financing arrangement or the obtaining of any financing or the availability, grant, provisions or extension of any financing to the Acquiror (including any portion of the Debt Financing).

7.12 Terminated Agreements. No later than three (3) Business Days prior to the Closing Date, the Company shall deliver to Buyer documentation evidencing the termination of all contracts set forth on Schedule 7.12 (the "Terminated Agreements") effective as of the First Effective Time without further liability to any Group Company, Acquiror or any of Acquiror's Subsidiaries.

7.13 Access to Records After Closing. For a period of seven (7) years after the Closing, subject to the Securityholder Representatives' execution of a customary confidentiality agreement mutually agreed by Acquiror and the Securityholder Representative (acting reasonably), Acquiror shall, and shall cause each of the Group Companies to, provide the Securityholder Representative and its Representatives with reasonable access, during normal business hours, to the books and records of the Group Companies with respect to periods prior to the Closing Date in connection with any Tax audits, Tax Returns, insurance claims, governmental investigations, legal compliance or financial statement preparation, in each case, except to the extent such access or examination (i) that is subject to attorney-client privilege to the extent doing so would reasonably be expected to cause such privilege to be waived, (ii) that is prohibited by applicable Law or Contract or any obligation of confidentiality, or (iii) in connection with any Action between the parties and their Affiliates (in which case the normal rules of discovery will apply); *provided*, that, with respect to any information not provided pursuant to this clause (i) or (ii), the Company shall use commercially reasonable efforts to provide Acquiror such access or make such disclosure in a manner that does not have such consequences. For a period of seven (7) years after the Closing, except pursuant to Acquiror's ordinary course document retention and destruction policies or as otherwise consented to in writing by the Securityholder Representative, Acquiror shall use commercially reasonable efforts not, and shall use commercially reasonable efforts to not permit any of the Group Companies to, destroy, alter or otherwise dispose of any of the books and records of any of the Group Companies covering any period prior to the Closing Date without first giving reasonable prior notice to the Securityholder Representative, subject to the Securityholder Representatives' execution of a customary confidentiality agreement mutually agreed by Acquiror and the Securityholder Representative (acting reasonably),.

7.14 Certain Actions. The Company shall use commercially reasonable efforts to take the actions described in Schedule 7.14. Notwithstanding the foregoing or anything in this Agreement to the contrary, this Section 7.14 shall be ignored and shall not apply for purposes of the condition set forth in Section 2.2(b)(i).

7.15 Certain Releases and Covenants. Effective as of the First Effective Time, except for (a) the right to bring a claim to enforce the terms of this Agreement or the Related Agreements or (b) the right to bring a claim for Fraud, Acquiror, on behalf of itself, its Affiliates (including, as of the First Effective Time, the Group Companies) (collectively, the "Releasing Parties"), irrevocably and unconditionally releases and forever discharges the Securityholders (collectively, the "Released Parties") of and from any and all Actions, claims and demands whatsoever, whether in law or in equity, which any of the Releasing Parties may have against any of the Released Parties, as of such time or in the future, in each case, in their capacity as Securityholders (and not, for the avoidance of doubt, in any other capacity) (the foregoing, "Released Claims"). Without limitation of the foregoing, Acquiror, on behalf of itself and the other Releasing Parties, covenants and agrees that it shall not bring, initiate or support, directly or indirectly, or permit any other Person to bring, initiate or support, directly or indirectly, any Released Claim. The Company hereby acknowledges and agrees, on behalf of itself and the other Group Companies, that the Group Companies shall be bound by this Section 7.15 as Releasing Parties, effective as of the First Effective Time. It is expressly agreed that the Released Parties to whom this Section 7.15 applies shall be third-party beneficiaries of this Section 7.15 and shall be entitled to enforce the releases and covenants contained herein. Acquiror, on its own behalf and on behalf of each Releasing Party, hereby waive any and all rights under Section 1542 of the Civil Code of California, and any similar Law, rule, provision or statute of Delaware, New York or any other jurisdiction, which states in full (or otherwise in substance) as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

Acquiror, on its own behalf and on behalf of each Releasing Party, hereby knowingly and willingly waive the provisions of Section 1542 of the Civil Code of California and any similar Law, rule, provision or statute of Delaware, New York or any other jurisdiction that operates to bar the release of unknown claims, and acknowledges and agrees that this waiver is an essential and material term of this release and this Agreement. In particular, Acquiror, on its own behalf and on behalf of each Releasing Party hereby acknowledges that it has reviewed this release with its legal counsel, and understands and acknowledges the significance and consequences of the provision of this Section. Acquiror acknowledges and agrees that the agreements contained in this Section 7.14 are an integral part of the transactions contemplated by this Agreement and that, without these agreements set forth in this Section 7.14, the Company would not enter into this Agreement.

7.16 Acquiror' Reliance. Each of Acquiror and the Merger Subs (a) is a sophisticated purchaser and has made its own inquiry and investigation into, and based thereon has formed an independent judgment concerning, the Company and the business of the Company, (b) has been furnished with or given adequate access to such information about the Company and the business of the Company as it has requested, (c) to the extent it has deemed appropriate, has addressed in this Agreement any and all matters arising out of its investigation and the information provided to it and (d) in determining to proceed with the transactions contemplated hereby has not relied on any statements or information other than the representations and warranties expressly set forth in Article III of this Agreement, as qualified by the Disclosure Letter. Each of Acquiror and the Merger Subs acknowledges that none of the Company or any of its Non-Parties have made, nor will any of them be deemed to have made (and nor has any of Acquiror or the Merger Subs or any of its Affiliates or Representatives relied upon), any representation or warranty, or other statement, express or implied, with respect to the Company or the business of the Company or the transactions contemplated hereby, other than the representations and warranties expressly set forth in Article III of this Agreement, as qualified by the Disclosure Letter, or in any Related Agreement. Except to the extent set forth in the representations and warranties expressly set forth in Article III of this Agreement, as qualified by the Disclosure Letter, or in any Related Agreement, each of Acquiror and the Merger Subs acknowledges and agrees that none of the Company or any of its Non-Parties or any other Person shall have or be subject to any liability to Acquiror, the Merger Subs, or any other Person, resulting from Acquiror's, the Merger Subs' or any of their Affiliates' or their or their respective Affiliates' use of any information, documents or material made available in any "data rooms," management presentations, due diligence or in any other form in expectation of the transactions contemplated hereby. Each of Acquiror and the Merger Subs acknowledges (i) that it is an informed and sophisticated Person, and has engaged advisors experienced in the evaluation and purchase of companies such as the Company as contemplated hereunder and (ii) that it has had the opportunity to negotiate the terms and conditions of this Agreement and the transactions contemplated hereby and that the representations and warranties expressly set forth in Article III of this Agreement, as qualified by the Disclosure Letter, and in the Related Agreements cover all of the material topics on which it is making its decision to proceed with the consummation of the transactions contemplated hereby. In connection with Acquiror's and the Merger Subs' investigation of the Company, Acquiror and the Merger Subs have received from or on behalf of the Company certain estimates, projections, pro forma financial information and other forecasts, including projected statements of operating revenues and income from operations of the Company. Acquiror and the Merger Subs acknowledge that there are uncertainties inherent in attempting to make such estimates, projections, and other forecasts and plans, that Acquiror and the Merger Subs are familiar with such uncertainties, and that Acquiror and the Merger Subs are taking full responsibility for making their own evaluation of the adequacy and accuracy of all estimates, projections and other forecasts and plans so furnished to them (including the reasonableness of the disclosed assumptions underlying such estimates, projections and other forecasts and plans). Accordingly, none of the Company, the Securityholder Representative, or any of their respective Non-Parties or any other Person makes any representations or warranties whatsoever with respect to such estimates, projections or other forecasts (including the reasonableness of the assumptions underlying such estimates, projections or other forecasts). Notwithstanding the foregoing, nothing herein shall limit rights and remedies in the case of Fraud against any Person that has committed or been involved in such Fraud or has actual knowledge of such Fraud.

7.17 Company's Reliance. The Company (a) is a sophisticated party and has made its own inquiry and investigation into, and based thereon has formed an independent judgment concerning, the Acquiror Common Stock and other Equity Securities of Acquiror to be received by the Securityholders as consideration in connection with the transactions contemplated by this Agreement and the Related Agreements, and, as relevant, Acquiror and the business of the Company, (b) has been furnished with or given adequate access to such information about the Acquiror Common Stock, such other Equity Securities of Acquiror, Acquiror and the business of Acquiror as it has requested, (c) to the extent it has deemed appropriate, has addressed in this Agreement any and all matters arising out of its investigation and the information provided to it and (d) in determining to proceed with the transactions contemplated hereby has not relied on any statements or information other than the representations and warranties expressly set forth in Article IV of this Agreement. The Company acknowledges that none of Acquiror, Merger Subs or any of their respective Non-Parties have made, nor will any of them be deemed to have made (and nor has any of the Company or any of its Affiliates or Representatives relied upon), any representation or warranty, or other statement, express or implied, with respect to the Acquiror Common Stock, other Equity Securities of Acquiror, Acquiror, the business of Acquiror or the transactions contemplated hereby, other than the representations and warranties made for the benefit of the Company expressly set forth in Article IV of this Agreement. Except to the extent set forth in the representations and warranties expressly set forth in Article IV of this Agreement, the Company acknowledges and agrees that none of the Acquiror, Merger or any of their respective Non-Parties or any other Person shall have or be subject to any liability to the Company, or any other Person, resulting from the Company's or any of its Affiliates' or their or their respective Affiliates' use of any information, documents or material made available in any "data rooms," management presentations, due diligence or in any other form in expectation of the transactions contemplated hereby. The Company acknowledges (i) that it is an informed and sophisticated Person, and has engaged advisors experienced in the evaluation of investment of securities such as the Acquiror Common Stock and the other Equity Securities of Acquiror as contemplated hereunder and (ii) that it has had the opportunity to negotiate the terms and conditions of this Agreement and the transactions contemplated hereby and that the representations and warranties expressly set forth in Article IV of this Agreement cover all of the material topics on which it is making its decision to proceed with the consummation of the transactions contemplated hereby. In connection with the Company's investigation of the Acquiror Common Stock, such other Equity Securities of Acquiror and Acquiror, the Company has received from or on behalf of Acquiror certain estimates, projections, pro forma financial information and other forecasts, including projected statements of operating revenues and income from operations of Acquiror. The Company acknowledges that there are uncertainties inherent in attempting to make such estimates, projections, and other forecasts, that the Company is familiar with such uncertainties, and that the Company is taking full responsibility for making their own evaluation of the adequacy and accuracy of all estimates, projections and other forecasts and plans so furnished to them (including the reasonableness of the disclosed assumptions underlying such estimates, projections and other forecasts and plans). Accordingly, none of Acquiror, Merger Subs, or any of their respective Non-Parties or any other Person makes any representations or warranties whatsoever with respect to such estimates, projections or other forecasts (including the reasonableness of the assumptions underlying such estimates, projections or other forecasts). Notwithstanding the foregoing, nothing herein shall limit rights and remedies in the case of Fraud against any Person that has committed or been involved in such Fraud or has actual knowledge of such Fraud.

ARTICLE VIII
PRE-CLOSING TERMINATION OF AGREEMENT

8.1 Termination. This Agreement may be terminated and the Mergers may be abandoned at any time prior to the Closing only:

(a) by mutual written agreement of the Company and Acquiror;

(b) by written notice of Acquiror or the Company if the Closing does not occur by November 4, 2026 (the "End Date"); *provided*, *however*, that the right to terminate this Agreement under this Section 8.1(b) will not be available to any party whose action or failure to act has been a principal cause of the failure of the Closing to occur on or before the End Date and such action or failure to act constitutes a material breach of this Agreement;

(c) by written notice of either Acquiror or the Company if any Law or final and non-appealable Order is in effect which has the effect of making the Mergers illegal or otherwise prohibits, enjoins or prevents consummation of the Mergers;

(d) by written notice of Acquiror if it is not in material breach of its obligations under this Agreement and there has been a breach of or inaccuracy in any representation, warranty, covenant or agreement of the Company contained in this Agreement such that the conditions set forth in Sections 2.2(b)(i) and 2.2(b)(ii) would not be satisfied as of the time of such breach or inaccuracy and such breach or inaccuracy has not been cured by the earlier of (A) twenty (20) days after written notice thereof to the Company and (B) the End Date; *provided*, *however*, that no cure period will be required (i) for a breach or inaccuracy which by its nature cannot be cured or (ii) if any of the conditions to Closing in Sections 2.2(b)(i) and 2.2(b)(ii) for the benefit of Acquiror are incapable of being satisfied on or before the End Date;

(e) by written notice of Acquiror if the Company has not delivered the Stockholder Written Consent duly executed and delivered by all the Stockholders within two (2) hours of the execution of this Agreement; or

(f) by written notice of the Company if it is not in material breach of its obligations under this Agreement and there has been a breach of or inaccuracy in any representation, warranty, covenant or agreement of Acquiror contained in this Agreement such that the conditions set forth in Sections 2.2(c)(i) and 2.2(c)(ii) would not be satisfied as of the time of such breach or inaccuracy and such breach or inaccuracy has not been cured by the earlier of (A) twenty (20) days after written notice thereof to Acquiror and (B) the End Date; *provided*, *however*, that no cure period will be required (i) for a breach or inaccuracy which by its nature cannot be cured or (ii) if any of the conditions to Closing in Sections 2.2(c)(i) and 2.2(c)(ii) for the benefit of the Company are incapable of being satisfied on or before the End Date.

8.2 Effect of Termination. In the event this Agreement is terminated in accordance with Section 8.1, this Agreement will become void and there will be no liability or obligation on the part of Acquiror, the Merger Subs, or the Company or their respective Representatives; *provided*, *however*, that each party hereto will remain liable for any material and willful breach by such party of this Agreement; and *provided further*, *however,* that, the provisions of Sections 7.6(a) (*Third Party Expenses*), 10.1(b) (*Exculpation and Indemnification of Securityholder Representative*), 11.4 *Confidentiality*), 11.5 (*Public Disclosure*), Article XI (*General Provisions*) and this Section 8.2 (in each case including the respective meanings ascribed to the capitalized terms used in such Sections as defined in this Agreement) will remain in full force and effect and survive any termination of this Agreement pursuant to the terms of this Article VIII. Notwithstanding anything to the contrary contained in this Agreement, if any party to this Agreement commences an Action against another party in connection with this Agreement, then the damages which may be awarded in any such Action shall not be limited to reimbursement of expenses or out-of-pocket costs, and may include, as determined by the applicable court, the benefit of the bargain lost by such parties and, in the case of the Company, the Stockholders (taking into consideration all relevant matters, including lost strategic opportunities and the time value of money). Notwithstanding anything to the contrary set forth in this Agreement, Acquiror's or the Merger Subs', on the one hand, or the Company's, on the other hand, failure to consummate the Merger on the date the Closing is required to occur in accordance with Section 2.1 shall be deemed to constitute a material and willful breach of this Agreement. The parties hereby agree that the Stockholders are intended third-party beneficiaries of this Section 8.2 solely to the extent necessary for the Company to assert, on behalf of such Stockholders, the damages incurred by such Stockholders.

ARTICLE IX
POST-CLOSING INDEMNIFICATION

9.1 Survival.

(a) Company Representations. Except as otherwise specifically provided in this Section 9.1(a), the representations and warranties of the Company set forth in this Agreement or in any certificate or other instrument delivered pursuant to this Agreement will each terminate at, and not survive, the Closing; *provided*, *however*, that the representations and warranties of the Company set forth in Section 3.13 (*Intellectual Property; Privacy; Information Security*) (collectively, the "IP and Privacy Representations") and (ii) the Fundamental Representations will survive until 11:59 p.m. (Prevailing Pacific Time) on the twelve (12) month anniversary of the Effective Date (the "Expiration Time" and such date on which the Expiration Time occurs, the "Expiration Date"); *provided*, *further*, that if a Claim Notice is validly delivered pursuant to Section 9.4 prior to the Expiration Time, then the applicable representation or warranty shall survive until, but only for purposes of, the final resolution of the matter covered by such Claim Notice. Notwithstanding the foregoing, nothing herein shall limit rights and remedies in the case of Fraud against any Person that has committed or been involved in such Fraud or has actual knowledge of such Fraud.

(b) Company Covenants. The covenants or obligations of the Company or the Securityholder Representative set forth in this Agreement which, by their terms, are to be performed or complied with at or prior to the Closing, will each terminate at, and not survive, the Closing, and the Securityholders, the Securityholder Representative and their respective Representatives will have no liability or obligation therefor following the Closing. For the avoidance of doubt, the covenants or obligations of the Securityholder Representative set forth in this Agreement which, by their terms, are to be performed or complied with following the Closing, will survive, continue and remain in full force and effect following the Closing in accordance with their respective terms.

(c) Acquiror Representations and Covenants. The (i) representations and warranties of Acquiror contained in this Agreement or in any certificate or other instrument delivered pursuant to this Agreement and (ii) covenants or obligations of Acquiror and the Merger Subs set forth in this Agreement which, by the their terms, are to be performed or complied with prior to the Closing, will each terminate at, and not survive, the Closing, and Acquiror, the Merger Subs and their respective Representatives will have no liability or obligation therefor following the Closing. The covenants or obligations of Acquiror and the Merger Subs set forth in this Agreement which, by their terms, are to be performed or complied with following the Closing, will survive, continue and remain in full force and effect following the Closing in accordance with their respective terms.

(d) Agreement Controls. For the avoidance of doubt and notwithstanding anything to the contrary set forth herein, it is the intention of the parties hereto that the respective survival periods and termination dates set forth in this Section 9.1 supersede any applicable statutes of limitations that would otherwise apply to such representations, warranties, certifications, covenants, and agreements.

9.2 Indemnification.

(a) Indemnifiable Matters. From and after and by virtue of the First Merger, the Indemnifying Parties shall, severally, and not jointly, in accordance with their respective Indemnifying Party Pro Rata Portions, indemnify and hold harmless Acquiror and its Affiliates (including the First Step Surviving Corporation and the Surviving Entity and their respective Subsidiaries) and its and their respective Representatives (collectively, the "Indemnified Parties") from and against all Losses incurred or suffered by any of the Indemnified Parties (regardless of whether or not such Losses relate to any Third Party Claims), resulting from or arising out of:

(i) any breach of, or inaccuracy in any IP and Privacy Representation, assuming for this purpose that such representations and warranties are made both as of the date of Agreement Date and as of the Closing Date; and

(ii) any breach of, or inaccuracy in any Fundamental Representation, assuming for this purpose that such representations and warranties are made both as of the date of Agreement Date and as of the Closing Date.

(b) No Contribution. Notwithstanding anything in this Agreement or any other Contract or Governing Document to the contrary, no Indemnifying Party or its Representatives (including any officer or director of the Company or any of its Subsidiaries that is a Representative of such Indemnifying Party) will have any right of contribution, indemnification or right of advancement from any Indemnified Party with respect to (i) any Loss due and payable by such Indemnifying Party under this Article IX or (ii) any claims for Fraud against such Indemnifying Party or such Representative that has committed or been involved in such Fraud or that has actual knowledge of such Fraud.

(c) Tax Treatment. Any payments made to an Indemnified Party pursuant to any indemnification obligations under this Article IX will be treated as adjustments to the Merger Consideration for Tax purposes and such agreed treatment will govern for purposes of this Agreement, unless otherwise required by applicable Law.

(d) Exclusive Remedy. From and after the First Effective Time and by virtue of the First Merger, this Article IX (subject to the conditions and limitations hereof, including the manner of recovery and other provisions in Section 9.3) will be the sole and exclusive remedy of the Indemnified Parties against the Indemnifying Parties and their respective Non-Parties with respect to any and all claims arising under this Agreement, regardless of the theory under which such claims are made; *provided*, *however*, that (i) this Section 9.2(d) will not be deemed a waiver of, or impose any limitation on, (w) any right to specific performance or injunctive relief in accordance with the terms of this Agreement, (x) claims pursuant to and in accordance with the terms of any Related Agreement (other the certificates delivered pursuant to this Agreement), subject to the express provisions thereof, (y) any claims with respect to the covenants or obligations of the parties set forth in this Agreement which, by their terms, are to be performed or complied with following the Closing in accordance with the terms of this Agreement or (z) the provisions of Section 2.5 and (ii) nothing in this Agreement will limit any claims for Fraud against any Person that has committed or been involved in such Fraud or that has actual knowledge of such Fraud.

(e) Materiality Scrape. For purposes of this Article IX only, when determining the amount of Losses suffered by an Indemnified Party as a result of any, or whether there occurred any, breach of or inaccuracy in a representation or warranty that is qualified or limited in scope as to "materiality" or "Material Adverse Effect" or similar qualification or limitation, such representation or warranty will be deemed to be made without such qualification or limitation.

(g) No Investigation. The rights of the Indemnified Parties to indemnification, compensation, reimbursement, or payment of Losses or any other remedy under this Agreement will not be affected by any investigation or examination conducted with respect to, or any knowledge possessed or acquired (or capable of being possessed or acquired) at any time, whether before or after the Agreement Date or the First Effective Time, by or on behalf of any of the Indemnified Parties or any of their Affiliates or any of their respective Representatives with respect to the accuracy or inaccuracy or breach of, or compliance with, any representation, warranty, certification, covenant, or any other matter. The waiver of any condition in this Agreement, will not affect the right to indemnification, compensation, reimbursement, or payment of Losses, or any other remedy based on any such representation, warranty, certification, covenant, or agreement.

9.3 Manner of Recovery; Limitations on Indemnification and other Provisions.

(a) Excess to RWI Policy. Notwithstanding anything in this Agreement to the contrary, in no event shall the Indemnifying Parties have any liability or obligation under this Article IX, and in no event shall any Indemnified Party be entitled to recovery under this Article IX, unless and until coverage under the RWI Policy has been exhausted (including the applicable deductible or retention of loss under the RWI Policy (the "RWI Retention")).

(b) Indemnity Cap. The maximum amount of Losses recoverable by the Indemnified Parties from the Indemnifying Parties under Section 9.2(a) will be $31,000,000 (the "Indemnity Cap"). The maximum liability of each Indemnifying Party for indemnification claims under Section 9.2(a) will be limited, in the aggregate, to an amount equal to such Indemnifying Parties' Indemnifying Party Pro Rata Portion of the Indemnity Cap.

(c) Manner of Recovery. With respect to any Losses indemnifiable under this Article IX, after the coverage under the RWI Policy has been exhausted (including the RWI Retention), the Indemnified Party may recover against the Indemnifying Parties, severally, and not jointly, in accordance with their respective Indemnifying Party Pro Rata Portion, solely and exclusively from the then-remaining amounts of Indemnity Escrow Shares, in which case Acquiror and the Securityholder Representative shall deliver a joint written instruction to the Escrow Agent and the Exchange Agent to instructing each of them to distribute and transfer to the applicable Indemnified Party an amount of Indemnity Escrow Shares equal to such Losses *multiplied by* the aggregate amount of the Stockholders' Indemnifying Party Pro Rata Portions and (ii) through a forfeiture of Acquiror RSUs with a value equal to such Losses *multiplied by* the aggregate amount of the Optionholders' Indemnifying Party Pro Rata Portions, in accordance with each Optionholder's Indemnifying Optionholder Pro Rata Portion, in each case subject to Section 9.3(b). For the avoidance of doubt, all Indemnity Escrow Shares transferred to an Indemnified Party pursuant to this Section 9.3(c) shall be forfeited and surrendered by the Stockholders, and the Stockholders shall have no further rights or interests in such Indemnity Escrow Shares. For purposes of this Article IX, the Indemnity Escrow Shares shall be valued at the volume-weighted average sales price per share of Acquiror Common Stock on the NasdaqGS, as calculated by Bloomberg Financial LP under the function "VWAP" (or, if not available, in another authoritative source mutually selected by the Company and Acquiror), over the ten (10) consecutive trading days ending on the second trading day immediately prior to the date of the applicable indemnification recovery by the Indemnified Party. At the election of any Indemnifying Party that is a Stockholder, such Indemnifying Party may satisfy any portion of his, her or its indemnification obligation owing pursuant to Section 9.2(a) with cash in lieu a forfeiture of such Indemnity Escrow Shares.

(d) Mitigation. Except in connection with any Tax or claims with respect thereto, the Indemnified Parties shall use commercially reasonable efforts to mitigate Losses indemnifiable under this Article IX for which it seeks indemnification; *provided*, nothing in this Agreement will require any of the Indemnified Parties to assert any claim or otherwise seek recourse against any future, current or former customers, suppliers, vendors, commercial counterparties or Representatives of any of the Indemnified Parties. In determining the amount of any Losses for which an Indemnified Party is entitled to indemnification hereunder, the amount of any such Losses shall be determined after deducting therefrom the amount of any insurance proceeds actually collected (other than proceeds or payments from the RWI Policy) calculated net of any collection costs and reserves or deductibles or increase in premium and other third-party recoveries (net of any reasonable costs of collection) (which proceeds and recoveries the Indemnifying Party agrees to use commercially reasonable efforts to obtain) actually received by the Indemnified Party or an Affiliate thereof, in each case, in respect of such Losses. If an indemnification is recovered by an Indemnified Party, and such Indemnified Party later receives insurance proceeds or other third-party recoveries in respect of the related Losses, the Indemnified Party shall promptly return the applicable Indemnity Escrow Shares.

(e) No Limits on Fraud. Notwithstanding anything herein to the contrary, nothing in this Agreement limits rights and remedies in the case of Fraud against any Person that has committed or been involved in such Fraud or that has actual knowledge of such Fraud.

9.4 Claim Procedures. Subject to the limitations set forth in Section 9.3, if any Indemnified Party wishes to assert a claim under this Article IX, such Indemnified Party must deliver to the Securityholder Representative a written claim notice signed by one of its authorized representatives (a "Claim Notice"): (i) stating that an Indemnified Party has paid, incurred, suffered or sustained, or reasonably anticipates that it may pay, incur, suffer or sustain Losses, and (ii) to the extent reasonably available, specifying such Losses in reasonable detail, the date that each such Loss was paid, incurred, suffered or sustained, or the basis for such anticipated Losses and the basis for indemnification hereunder. A failure to give complete, accurate, or, subject to the survival periods set forth in Section 9.1, timely notice of a Claim Notice will not affect the rights or obligations of any Indemnified Party hereunder, except and only to the extent, that the Indemnifying Party is actually prejudiced by reason of such failure.

9.5 Resolution of Objections to Claims.

(a) Resolving Objections. Following delivery of a Claim Notice, Acquiror and the Securityholder Representative shall attempt in good faith for thirty (30) days after the delivery of such Claim Objection Notice to resolve such objection. If Acquiror and the Securityholder Representative resolve and come to an agreement regarding the claim(s) made in the Claim Objection Notice, a memorandum setting forth such agreement (the "Settlement Memorandum") shall be prepared and signed by both parties and will be final and conclusive and binding on the Indemnifying Parties. In such event, the Losses as agreed in the Settlement Memorandum that are Losses for which the Indemnifying Parties are entitled payment under the Settlement Memorandum will be satisfied in accordance with Section 9.3(c).

(b) Effect of Nonresolution. If no such agreement can be reached after good faith negotiation and prior to thirty (30) days after the Securityholder Representative's receipt of a Claim Notice (or such later date as may be agreed in writing by Acquiror and the Securityholder Representative), either Acquiror or the Securityholder Representative may commence an Action with respect to such matters in accordance with Article XI.

9.6 Third Party Claims.

(a) If a claim for indemnification hereunder is based on a claim by a third party (a "Third Party Claim"), the Securityholder Representative shall have the right, on behalf of the Indemnifying Parties and subject to the execution by the Securityholder Representative of a Settlement Memorandum acknowledging and agreeing that the Indemnified Parties are entitled to indemnification with respect to any Losses resulting from or arising out of such Third Party Claim in accordance with this Article IX, to assume the control of the defense thereof including, at its own expense, employment of counsel reasonably satisfactory to the Indemnified Party; *provided*, that the Indemnified Party may participate in any Action with counsel of its choice at its expense; *provided*, *further*, that that the fees and expenses of such counsel shall be borne by the Indemnifying Party if, based on the written advice of counsel, the Indemnified Party reasonably determines that a conflict of interest exists that makes representation by counsel chosen by the Securityholder Representative improper under applicable standards of legal ethics. In no event shall the Securityholder Representative or any Indemnifying Party have the right to settle or resolve any such Third Party Claim without the prior written consent of the Indemnified Party (such consent not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, the Securityholder Representative shall not be entitled to undertake, conduct and control the defense of a Third Party Claim if (i) such Third Party Claim involves potential criminal liability or regulatory matters; (ii) the Indemnified Party reasonably determines that it would be inappropriate for a single counsel to represent all parties under applicable standards of legal ethics; (iii) such Third Party Claim seeks an injunction or other equitable relief against the Indemnified Party as a significant component of the claim; (iii) such Third Party Claim involves a supplier, customer, employees or others having material business relationships with the Company, Acquiror or any of their Affiliates or (v) the Indemnified Party reasonably determines that the amount of such Third Party Claim if successful would be likely to exceed the Indemnifying Parties' liability under this Agreement. If the Securityholder Representative assumes the defense of the Third Party Claim, it shall keep the Indemnified Parties reasonably apprised of the conduct of such defense, including by providing the Indemnified Parties with copies of all pleadings, material written notices, and material written communications with respect to any Third Party Claim. If the Indemnifying Party has not or is not permitted to assume the defense of the Third Party Claim, the Indemnified Party shall control the defense of such Third Party Claim, including at the expense of the Indemnifying Party to the extent such expenses constitute indemnifiable Losses pursuant to this Article IX; *provided* that the Indemnified Party shall not agree to any settlement of such Third Party Claim without the written consent of the Securityholder Representative (which consent shall not be unreasonably withheld or delayed).

(b) If the Securityholder Representative has assumed the defense of a Third Party Claim as contemplated by Section 9.6(b), subject to the Securityholder Representatives' execution of a customary confidentiality agreement mutually agreed by Acquiror and the Securityholder Representative (acting reasonably), the Indemnified Party shall cooperate with the Indemnifying Party and make available to the Indemnifying Party all pertinent information under its control to the extent reasonably requested by the Indemnifying Party in connection with such defense; *provided* that the reasonable, out-of-pocket costs and expenses of such cooperation shall be Losses with respect to which the Indemnified Parties are entitled to indemnification under this Article IX. Notwithstanding the foregoing, the Indemnified Parties shall not be required to provide access to any information (i) that is subject to attorney-client privilege to the extent doing so would reasonably be expected to cause such privilege to be waived, (ii) that is prohibited by applicable Law or Contract or any obligation of confidentiality, or (iii) in connection with any Action between the parties and their Affiliates (in which case the normal rules of discovery will apply); *provided*, *further*, that, with respect to any information not provided pursuant to this clause (i) or (ii), the Indemnified Parties shall use commercially reasonable efforts to provide the Securityholder Representative such access or make such disclosure in a manner that does not have such consequences.

9.7 Distribution of Indemnity Escrow.

(a) Initial Release. On or prior to the date that is five (5) Business Days after the Expiration Date, Acquiror and the Securityholder Representative shall deliver a joint written instruction to the Escrow Agent and the Exchange Agent to release from the Escrow Fund the then-remaining amount of Indemnity Escrow Shares *less* the amount of Indemnity Escrow Shares (valued as provided in the last sentence of this Section 9.7(a)) reasonably claimed by Acquiror pursuant to claims made against such funds as specified in Claim Notices delivered prior to the end of the Expiration Date that have not been resolved prior to the Expiration Date (such Indemnity Escrow Shares to be released, the "Initial Indemnity Escrow Shares Release Amount") and, contingent upon such release, Acquiror shall transfer or cause to be transferred (including by instructing the Exchange Agent) to the Stockholders the Per Share Initial Indemnity Escrow Share Release payable to the such Stockholders in accordance with Section 1.3(b). For purposes of this Section 9.7(b), the Indemnity Escrow Shares shall be valued at the volume-weighted average sales price per share of Acquiror Common Stock on the NasdaqGS, as calculated by Bloomberg Financial LP under the function "VWAP" (or, if not available, in another authoritative source mutually selected by the Company and Acquiror), over the ten (10) consecutive trading days ending on the second trading day immediately prior to the date of the Expiration Date.

(b) Final Release. Upon the resolution of all pending claims for which a portion of the Escrow Fund was withheld and retained in the Escrow Fund (and after taking into account any distributions from the Escrow Fund in accordance with this Article IX), Acquiror and the Securityholder Representative shall deliver a joint written instruction to the Escrow Agent and the Exchange Agent to release from the Escrow Fund the then-remaining amount of Indemnity Escrow Shares (such Indemnity Escrow Shares to be released, the "Final Indemnity Escrow Shares Release Amount") and, contingent upon such release, Acquiror shall transfer or cause to be transferred (including by instructing the Exchange Agent) to the Stockholders the Per Share Initial Indemnity Escrow Share Release payable to the such Stockholders in accordance with Section 1.3(b).

ARTICLE X
SECURITYHOLDER REPRESENTATIVE

10.1 Appointment and Authority of Securityholder Representative.

(a) Appointment. By virtue of execution and delivery of a Support Agreement by the Securityholders, the adoption of this Agreement and the approval of the Mergers by the Stockholders, by receiving the benefits thereof, including any consideration payable hereunder, and without any further action of any of the Securityholders or the Company, each of the Securityholders will be deemed to have agreed to appoint, and hereby does appoint, THL AMI Aggregator, LP as the Securityholder Representative as of the Closing, to act as its, his or her lawful and exclusive representative, agent, proxy, and attorney-in-fact (with full power of substitution) for all purposes in connection with this Agreement or any Related Agreement, including to: (i) to give and receive notices and communications in respect of all Relevant Matters, including in respect of any claim for indemnification pursuant to this Agreement by any Indemnified Party hereunder against any Indemnifying Party or any dispute between any Indemnified Party and any such Indemnifying Party, in each case under or relating to this Agreement or the transactions contemplated hereby; (ii) to authorize or object to any claims hereunder, including those by any Indemnified Party; (iii) to agree to, negotiate, enter into settlements and compromises of, and demand arbitration and comply with orders of courts and awards of arbitrators with respect to any Relevant Matter, including any claim for indemnification pursuant to this

Agreement by any Indemnified Party hereunder against any Indemnifying Party or any dispute between any Indemnified Party and any such Indemnifying Party, in each case under or relating to this Agreement or the transactions contemplated hereby; (iv) to incur and pay expenses on behalf of the Securityholders; (v) to agree releases from the Escrow Fund or to enter into to any Settlement Memorandum; (vi) consent or agree to any amendment to this Agreement at any time; (vii) grant any extension or waiver under or in connection with this Agreement; and (viii) to take or refrain from taking all other actions that are either (A) necessary or appropriate in the judgment of the Securityholder Representative for the accomplishment of the foregoing or in connection with this Agreement or the Escrow Agreement, or (B) specifically mandated, permitted, or contemplated by the terms of this Agreement or the Escrow Agreement in each case of clauses (i) through (viii), without having to seek or obtain the consent of any Person under any circumstance.

(b) Notwithstanding the foregoing, the Securityholder Representative will have no obligation to act on behalf of the Securityholders, except as expressly provided herein, and for purposes of clarity, there are no obligations of the Securityholder Representative, in its capacity as the Securityholder Representative, in any Related Agreement or other ancillary agreement, schedule, exhibit or the Disclosure Letter. The powers, immunities and rights to indemnification granted to the Securityholder Representative hereunder: (i) are coupled with an interest and are irrevocable and survive the death, incompetence, bankruptcy or liquidation of any Securityholder and will be binding on any successor thereto, and (ii) will survive the delivery of an assignment by any Securityholder of the whole or any fraction of his, her or its interest in the Escrow Fund. The Person serving as the Securityholder Representative may be replaced from time to time by a vote of the Persons then holding a Pro Rata Portion greater than two-thirds (2/3) of the aggregate of all Pro Rata Portions as of the time such vote is conducted.

(c) The Securityholders agree that neither the Securityholder Representative nor its members, managers, directors, officers, contractors, agents and employees (collectively, the "Securityholder Representative Group") will incur any liability of any kind with respect to any action or omission by the Securityholder Representative in connection with the Securityholder Representative's services pursuant to this Agreement, the Escrow Agreement and any agreements ancillary hereto or thereto, except in the event of liability directly resulting from the Securityholder Representative's fraud, gross negligence or willful misconduct. The Securityholders shall indemnify and defend the Securityholder Representative and hold the Securityholder Representative harmless from and against any and all losses, liabilities, damages, claims, penalties, fines, forfeitures, actions, fees, costs, judgments, amounts paid in settlement and expenses (including the fees and expenses of counsel and experts and their staffs and all expense of document location, duplication and shipment and costs incurred in connection with seeking recovery from insurers) (collectively, "Securityholder Representative Expenses") arising out of or in connection with the Securityholder Representative's execution and performance of this Agreement, the Escrow Agreement and any agreements ancillary hereto or thereto in its capacity as the Securityholder Representative, in each case as such Securityholder Representative Expense is suffered or incurred; *provided* that in the event that any such Securityholder Representative Expense is finally adjudicated to have been directly caused by the fraud, gross negligence or willful misconduct of the Securityholder Representative, the Securityholder Representative will reimburse the Securityholders the amount of such indemnified Securityholder Representative Expense to the extent attributable to such fraud, gross negligence or willful misconduct. If not paid directly to the Securityholder Representative Group by the Securityholders, any such Securityholder Representative Expenses may be recovered by the Securityholder Representative from (i) the funds in the Expense Fund and (ii) the Escrow Fund at such time as remaining amounts would otherwise be distributable to the Securityholders; *provided* that while this section allows the Securityholder Representative Group to be paid from the aforementioned sources of funds, this does not relieve the Securityholders from their obligation to promptly pay such Securityholder Representative Expenses as they are suffered or incurred, nor does it prevent the Securityholder Representative Group from seeking any remedies available to it at law or otherwise. In no event will the Securityholder Representative be required to advance its own funds on behalf of the Securityholders or otherwise incur any financial liability to the Securityholders in the exercise or performance of any of its powers, rights, duties or privileges or pursuant to this Agreement, the Escrow Agreement or the transactions contemplated hereby or thereby in its capacity as Securityholder Representative. Furthermore, the Securityholders agree that the Securityholder Representative has no obligation to take any action unless the Securityholder Representative has been provided with funds, security or indemnities which, in its determination, are sufficient to protect the Securityholder Representative against the costs, expenses and liabilities which may be incurred by the Securityholder Representative in performing such actions. Notwithstanding anything in this Agreement to the contrary, any restrictions or limitations on liability or indemnification obligations of, or provisions limiting the recourse against non-parties otherwise applicable to, the Securityholders set forth elsewhere in this Agreement are not intended to be applicable to the indemnities provided to the Securityholder Representative under this Article X. The foregoing immunities and indemnities will survive the First Effective Time, the resignation or removal of the Securityholder Representative and the Closing or the termination of this Agreement.

(d) Binding Actions A decision, act, consent or instruction of the Securityholder Representative under this Agreement or the Escrow Agreement, including an amendment, extension or waiver of this Agreement pursuant to Section 11.6 or Section 11.7, will constitute a decision of the Securityholders and will be final, conclusive and binding upon the Securityholders and each such Securityholder's successors as if expressly confirmed and ratified in writing by such Securityholder, and all defenses which may be available to any Securityholder to contest, negate or disaffirm the action of the Securityholder Representative taken in good faith under this Agreement or the Escrow Agreement are waived. Acquiror and the other Indemnified Parties may rely upon any such decision, act, consent or instruction of the Securityholder Representative as being the decision, act, consent or instruction of the Securityholders. Acquiror and the other Indemnified Parties are hereby relieved from any liability to any person for any acts done by them in accordance with such decision, act, consent or instruction of the Securityholder Representative. The Securityholders agree that the Securityholder Representative may: (i) rely upon the Payment Spreadsheet; (ii) rely upon any signature believed by it to be genuine; and (iii) reasonably assume that a signatory has proper authorization to sign on behalf of the applicable Securityholder or other party.

ARTICLE XI
GENERAL PROVISIONS

11.1 Certain Interpretations; Definitions. When a reference is made in this Agreement to an Appendix, Exhibit or Schedule, such reference is to an Appendix, Exhibit or Schedule to this Agreement unless otherwise indicated. When a reference is made in this Agreement to an Article or a Section, such reference is to an Article or a Section of this Agreement unless otherwise indicated. The term this "Agreement" shall mean this Agreement together with each of Annexes, Appendices, Exhibits and Schedules hereto and the Disclosure Letter. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "or" is used in the inclusive sense of "and/or." The terms "or," "any" and "either" are not exclusive. When used herein, the phrase "to the extent" will be deemed to be followed by the words "but only to the extent." The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if". The words "include," "includes" and "including" when used herein will be deemed in each case to be followed by the words "without limitation." "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute, rule or regulation will be deemed to refer to such statute, rule or regulation as amended or supplemented from time to time, including through the promulgation of applicable rules or regulations. References to any Contract are to that Contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assignees of that Person. References from or through any date mean, unless otherwise specified, from but not including or to but not including, respectively. References to one gender include all genders. When used herein, references to "$", "dollar" or USD are references to dollars of the United States of America. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. The table of contents and headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All capitalized terms that are used but not defined herein have the respective meanings ascribed to such terms in Annex A.

11.2 Disclosure Letter. The information set forth in the Disclosure Letter will be disclosed under separate section, subsection, and subclause references that correspond to the sections, subsections, and subclauses of Article III to which such information relates. The information set forth in each section, subsection, and subclause of the Disclosure Letter will only qualify (a) the representations and warranties set forth in the corresponding section, subsection, or subclause of Article III and (b) any other representations and warranties set forth in Article III if, and solely to the extent that, it is reasonably apparent on the face of such disclosure (without reference to the underlying documents referenced therein) that it applies to such other section, subsection or subclause of. The specification of any dollar amount in the representations and warranties contained in this Agreement or the inclusion of any specific item in the Disclosure Letter is not intended to imply that such amounts, or higher or lower amounts or the items so included or other items, are or are not material and no party hereto shall use the fact of the setting of such amounts or the inclusion of any such item in any dispute or controversy as to whether any obligation, items or matter not described herein or included in Disclosure Letter is or is not material for purposes of this Agreement. Any capitalized term used in any Exhibit or the Disclosure Letter but not otherwise defined therein shall have the meaning given to such term in this Agreement. The Parties do not assume any responsibility to any Person that is not a party to this Agreement for the accuracy of any information set forth in the Disclosure Letter. Subject to applicable Law, the information on the Disclosure Letter is disclosed in confidence for the purposes contemplated in this Agreement and is subject to the confidentiality provisions of this Agreement and the Confidentiality Agreement. In disclosing the information in the Disclosure Letter, each party expressly does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed therein.

11.3 Notices.

(a) All notices and other communications hereunder must be in writing and will be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent via email (*provided* that the sender of such email does not receive a written notification of delivery failure); to the parties at the following addresses (or at such other address for a party as specified by like notice):

(i) if to Acquiror, the Merger Subs, the First Step Surviving Corporation or the Surviving Entity to:

Lattice Semiconductor Corporation
5555 NE Moore Ct,
Hillsboro, OR 97124
Attention: General Counsel
Email: [***]

with a copy (which will not constitute notice) to:

Wilson Sonsini Goodrich & Rosati, P.C.
650 Page Mill Road
Palo Alto, CA 94304-1050
Attention: Tony Jeffries
Robert T. Ishii
Remi P. Korenblit
E-mail: [***]
[***]
[***]

if to the Company (prior to the Closing), to:

AMI TopCo, Inc.
c/o Thomas H. Lee Partners, L.P.
100 Federal Street
Boston, MA 02210
Attention: James Carlisle
Josh Bresler
Shari Wolkon
Reid Fitzgerald
Email: [***]
[***]
[***]
[***]

with a copy (which shall not constitute notice) to:

Ropes & Gray LLP
Prudential Tower, 800 Boylston Street
Boston, Massachusetts 02199
Attention: Scott Abramowitz
E-mail: [***]

and

Ropes & Gray LLP
Prudential Tower, 800 Boylston Street
Boston, Massachusetts 02199
Attention: William Shields

Alexander "Sandy" Boer
E-mail: [***]

(ii) if to the Securityholder Representative, to:

THL AMI Aggregator, LP
c/o Thomas H. Lee Partners, L.P.
100 Federal Street
Boston, MA 02210
Attention: James Carlisle
Josh Bresler
Shari Wolkon
Reid Fitzgerald
E-mail: [***]
[***]
[***]
[***]

with a copy (which shall not constitute notice) to:

Ropes & Gray LLP
Prudential Tower, 800 Boylston Street
Boston, Massachusetts 02199
Attention: Scott Abramowitz
E-mail: [***]

and

Ropes & Gray LLP
Prudential Tower, 800 Boylston Street
Boston, Massachusetts 02199
Attention: William Shields
Alexander "Sandy" Boer
E-mail: [***]
[***]

(b) All such notices and other communications will be deemed to have been duly given or sent (i) one (1) Business Day following the date mailed if sent by overnight commercial messenger or courier service or five (5) Business Days following the date mailed if sent by other mail service, or (ii) on the date on which delivered personally or by email transmission, as the case may be, and addressed as aforesaid. Any notice to be given to any of the Securityholders hereunder may be given to the Securityholder Representative.

11.4 Confidentiality. Each of the parties hereto hereby agrees that the information obtained pursuant to the negotiation and execution of this Agreement or the effectuation of the transactions contemplated hereby, will be governed by the terms of the Confidentiality Agreement, dated as of November 26, 2025 (the "Confidentiality Agreement"), between the Company and Acquiror.

11.5 Public Disclosure. The initial press release regarding the transactions contemplated by this Agreement shall be a joint press release in form and substance mutually agreed by the Company and Acquiror. Prior to the Closing, Acquiror and the Company shall consult with each other prior to issuing, and give each other the reasonable opportunity to review, any press releases or other public announcements with respect to the Merger and the other transactions contemplated by this Agreement with respect thereto, except as may be required by applicable Law or by obligations pursuant to any listing agreement with, or rules of, any national securities exchange or interdealer quotation service or by the request of any Governmental Entity, in each case, as determined in the good faith judgment of the party proposing to make such release or other public announcement (in which case, such party shall use commercially reasonable efforts to consult with the other party prior to issuing or causing the publication of such press release or other public announcement); *provided*, that (a) any such press release or public statement as may be required by applicable Law or any listing agreement with, or rules of, any national securities exchange may be issued prior to such consultation if the party making the release or statement has used its commercially reasonable efforts to consult with the other parties on a timely basis and provide the other parties with an opportunity to review and comment on any such press release or public statement, (b) each party may issue public announcements or make other public disclosures regarding this Agreement or the transactions contemplated hereby consistent with information previously disclosed in press releases or public statements previously approved by either Party or made by either Party in compliance with this Section 11.5 to the extent such disclosure is consistent in all material respects with the information previously disclosed not in violation of this Section 11.5 and still accurate at the time of such disclosure or (c) each party may make public disclosures in connection with any Action between the parties and their Affiliates. Notwithstanding anything in this Agreement or the Confidentiality Agreement to the contrary, following the Closing, Acquiror shall be permitted to make public announcements or make other public disclosures regarding this Agreement or the transactions contemplated hereby without restriction, in its sole discretion, *provided* that such disclosure does not reference the Securityholder Representative or its Affiliates except in compliance with this Section 11.5. Notwithstanding the foregoing, the Securityholder's Representative and its Affiliates may provide ordinary-course communications, including in connection with fundraising, marketing, informational or reporting activities, regarding this Agreement or any Related Agreement and the transactions contemplated hereby and thereby (including information related to returns and financial performance) to existing or prospective general and limited partners, equity holders, members, managers and investors of any Affiliates of such Person, in each case, who are subject to customary confidentiality restrictions.

11.6 Amendment. This Agreement may be amended at any time by execution of an instrument in writing signed by the Acquiror and the Securityholder Representative. For purposes of this Section 11.6, the Securityholders are deemed to have agreed that any amendment of this Agreement signed by the Securityholder Representative will be binding upon and effective against the Securityholders whether or not they have signed such amendment.

11.7 Extension and Waiver. Acquiror, on the one hand and the Company (if prior to Closing) or the Securityholder Representative (if after the Closing), on the other hand, may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations of the other party hereto, (b) waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto, and

(c) waive compliance with any of the covenants, agreements or conditions for the benefit of such party contained herein. Any agreement on the part of a party hereto to any such extension or waiver will be valid only if set forth in an instrument in writing signed on behalf of such party, and will not constitute or give rise to an extension or waiver of any rights or obligations hereunder except to the extent specifically provided in such writing (it being understood that all such other non-waived rights and obligations are expressly reserved). For purposes of this Section 11.7, the Securityholders are deemed to have agreed that any extension or waiver signed by the Company (if prior to Closing) or the Securityholder Representative (if after the Closing) will be binding upon and effective against all Securityholders whether or not they have signed such extension or waiver.

11.8 Assignment. This Agreement shall not be assigned by operation of law or otherwise, except that Acquiror may assign its rights and delegate its obligations hereunder to its Affiliates as long as Acquiror remains ultimately liable for all of Acquiror's obligations hereunder and such assignment does not adversely impact the Reorganization Treatment. Notwithstanding the foregoing, each of the Acquiror and the Merger Subs may assign all or a portion of their respective rights hereunder to any Debt Financing Source, including, without limitation, any agent or other representative thereof, as collateral security for obligations thereto in respect of the Debt Financing, including any refinancings, extensions, refundings or renewals thereof without the consent any of the Securityholders, the Securityholder Representative or the Company, but any such assignment shall not relieve any of the Acquiror or the Merger Subs of their respective obligations under this Agreement.

11.9 Severability. In the event that any provision of this Agreement or the application thereof, becomes or is declared by an arbitrator or a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

11.10 Specific Performance and Other Remedies.

(a) Entitlement. The parties to this Agreement agree that, in the event of any breach or threatened breach by the other party or parties hereto, or any Securityholder, of any covenant, obligation or other agreement set forth in this Agreement or any Related Agreement, (i) each party will be entitled, without any proof of actual damages (and in addition to any other remedy that may be available to it), to a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other agreement and an injunction preventing or restraining such breach or threatened breach, and (ii) no party hereto will be required to provide or post any bond or other security or collateral in connection with any such decree, order or injunction or in connection with any related action or legal proceeding.

(b) Cumulative Remedies. Subject to Section 9.2(d), any and all remedies expressly conferred herein upon a party hereto will be deemed to be cumulative with, and not exclusive of, any other remedy conferred hereby, or by law or in equity upon such party, and the exercise by a party hereto of any one remedy will not preclude the exercise of any other remedy. While the Company may pursue both a grant of specific performance in accordance with Section 11.10 and payment of monetary damages, under no circumstances shall the Company be entitled to receive both a grant of specific performance that results in a Closing and payment of money damages.

11.11 Governing Law.

(a) This Agreement, and all claims, causes of action (whether in contract, tort or statute) or other matter that may result from, arise out of, be in connection with or relating to this Agreement, any Related Agreement (in each case, other than Related Agreements that expressly select a different governing law), or the negotiation, administration, performance, or enforcement of this Agreement or any Related Agreement (in each case, other than Related Agreements that expressly select a different governing law), including any claim or cause of action resulting from, arising out of, in connection with, or relating to any representation or warranty made in or in connection with this Agreement or any Related Agreement (in each case, other than Related Agreements that expressly select a different governing law) (collectively, the "Relevant Matters"), will be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware, without giving effect to any choice or conflict of laws provision, rule, or principle (whether of the State of Delaware or any other jurisdiction) that would result in the application of the laws of any other jurisdiction.

(b) Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware in new Castle County, Delaware (or, in case the Court of Chancery does not have jurisdiction, any other court of the State of Delaware in New Castle County, Delaware or, in the case of a federal claim as to which federal courts have exclusive jurisdiction, the U.S. District Court for the District of Delaware) in connection with any Relevant Matter, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such Persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process. Each party agrees not to commence any legal proceedings related to any Relevant Matter except in such courts.

11.12 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELEVANT MATTER.

11.13 Entire Agreement. This Agreement, Annex A hereto, the Exhibits and Schedules hereto, the Disclosure Letter, the Related Agreements, and the documents and instruments and other agreements among the parties hereto referenced herein constitute the entire agreement among the parties hereto with respect to the subject matter of this Agreement and supersede all prior agreements and understandings both written and oral, among the parties with respect to the subject matter of this Agreement, and are not intended to confer upon any other person any rights or remedies hereunder; *provided*, *however*, that, notwithstanding anything herein to the contrary, (a) Article IX is intended to benefit the Indemnified Parties, each of whom is an express third party beneficiary thereof, (b) Section 7.7 is intended to benefit the directors and officers of each Group Company, each of whom is an express third party beneficiary thereof and (c) Section 11.17 is intended to benefit the Company's Non-Parties, each of whom is an express third party beneficiary thereof.

11.14 Counterparts. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format will be sufficient to bind the parties to the terms and conditions of this Agreement.

11.15 Legal Representation. Acquiror hereby agrees, on its own behalf and on behalf of its directors, members, partners, officers, employees and Affiliates, and each of their respective successors and assigns (all such parties, the "Waiving Parties"), that Ropes & Gray LLP may represent any or all of the Stockholders in the event such Person so requests, in each case in connection with any dispute, litigation, claim, proceeding or obligation arising out of or relating to this Agreement, including under Section 2.5 (any such representation, the "Post-Closing Representation"), and Acquiror on behalf of itself and the Waiving Parties hereby consents thereto and irrevocably waives (and will not assert) any conflict of interest or any objection arising therefrom or relating thereto, *provided* that such agreement, consents and waiver does not extend to the disclosure or use of confidential or privileged information of the Company Group. Each of Acquiror and the Company, for itself and the Waiving Parties, hereby irrevocably acknowledges and agrees that all communications between the Stockholders and any of their respective Affiliates (the "Seller Group") and their counsel, including Ropes & Gray LLP, made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or proceeding arising out of or relating to, this Agreement, any agreements contemplated by this Agreement or the transactions contemplated by this Agreement, or any matter relating to any of the foregoing, are privileged communications between the Seller Group and such counsel, and none of Acquiror, the Company or any of the Waiving Parties, nor any Person purporting to act on behalf of or through Acquiror or the Company or any of the Waiving Parties, will seek to obtain the same by any process. From and after the Closing, each of Acquiror and the Company, on behalf of itself and the Waiving Parties, waives any claim to, and will not assert, any attorney-client privilege with respect to any communication between Ropes & Gray LLP, the Company or any Person in the Seller Group occurring during the representation in connection with the negotiation, preparation, execution and delivery of this Agreement and the other agreements contemplated hereby and the consummation of the transactions contemplated by this Agreement in connection with any Post-Closing Representation.

11.16 Debt Financing Sources. Notwithstanding anything in this Agreement to the contrary, each of the parties hereto on behalf of itself, each of its Affiliates and each of its and its Affiliates' Representatives hereby: (a) agrees that any legal action (whether in Law or in equity, whether in Contract or in tort or otherwise), involving the Debt Financing Sources, arising out of or relating to this Agreement, the Debt Financing, the Debt Commitment Letter, the Debt Financing Fee Letter, the Debt Financing Agreements or any of the transactions contemplated hereby or thereby or the performance of any services thereunder, shall be subject to the exclusive jurisdiction of any New York State court or federal court of the United States of America, in each case, sitting in New York County and any appellate court thereof (each such court, the "Subject Courts") and each Party irrevocably submits itself and its property with respect to any such legal action to the exclusive jurisdiction of such Subject Courts and agrees that any such dispute shall be governed by, and construed in accordance with, the Laws of the State of New York, except as otherwise set forth in the Debt Commitment Letter, including with respect to (i) the interpretation of the definition of Material Adverse Effect (and whether or not a Material Adverse Effect has occurred), (ii) the determination of the accuracy of any "specified acquisition agreement representation" (as such term or similar term is defined in the Debt Commitment Letter) and whether as a result of any inaccuracy thereof the Acquiror or any of its Affiliates has the right to terminate its or their obligations hereunder pursuant to Section 8.1(d) or decline to consummate the Closing as a result thereof pursuant to Section 2.2(b)(ii) and (iii) the determination of whether the Closing has been consummated in all material respects in accordance with the terms hereof, which shall in each case be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice or conflict of Law provision or rule that would cause the application of Laws of any other jurisdiction, (b) agrees not to bring or support or permit any of its Affiliates to bring or support any legal action (including any action, cause of action, claim, cross-claim or third party claim of any kind or description, whether in Law or in equity, whether in Contract or in tort or otherwise), against the Debt Financing Sources in any way arising out of or relating to this Agreement, the Debt Financing, the Debt Commitment Letter, the Debt Financing Agreements or any of the transactions contemplated hereby or thereby or the performance of any services thereunder in any forum other than any Subject Court, (c) irrevocably waives, to the fullest extent that it may effectively do so, the defense of an inconvenient forum to the maintenance of such legal action in any such Subject Court, (d) knowingly, intentionally and voluntarily waives to the fullest extent permitted by applicable Law trial by jury in any legal action brought against the Debt Financing Sources in any way arising out of or relating to this Agreement, the Debt Financing, the Debt Commitment Letter, the Debt Financing Agreements or any of the transactions contemplated hereby or thereby or the performance of any services thereunder, (e) agrees that none of the Debt Financing Sources will have any liability to any of the Securityholders, the Securityholder Representative, the Company, the Company's Subsidiaries or their respective Affiliates relating to or arising out of this Agreement, the Debt Financing, the Debt Commitment Letter, the Debt Financing Agreements or any of the transactions contemplated hereby or thereby or the performance of any services thereunder and that none of the Securityholders, the Securityholder Representative, the Company, the Company's Subsidiaries or any of their respective Affiliates shall bring or support (and if brought or supported agrees to dismiss or otherwise terminate) any legal action (including any action, cause of action, claim, cross-claim or third party claim of any kind or description, whether in Law or in equity, whether in Contract or in tort or otherwise), against any of the Debt Financing Sources relating to or in any way arising out of this Agreement, the Debt Financing, the Debt Commitment Letter, the Debt Financing Agreements or any of the transactions contemplated hereby or thereby or the performance of any services thereunder, (f) waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any legal action involving any Debt Financing Source or the transactions contemplated hereby, any claim that it is not personally subject to the jurisdiction of the Subject Courts as described herein for any reason, (g) agrees that none of the Securityholders, the Securityholder Representative, the Company, the Company's Subsidiaries or their respective Affiliates shall be entitled to a remedy of specific performance or other equitable remedies against the Debt Financing Sources, and (h) agrees (i) that the Debt Financing Sources are express third party beneficiaries of, and may enforce, any of the provisions in this Section 11.16 or Section 11.8 (or the definitions of any terms used therein) and (ii) to the extent any amendments to any provision of this Section 11.16 or Section 11.8 (or, solely as they relate this Section 11.16 or Section 11.8, the definitions of any terms used therein) are adverse to the Debt Financing Sources, such provisions shall not be amended without the prior written consent of the Debt Financing Sources that have a consent right over such amendments pursuant to the Debt Commitment Letter. Notwithstanding anything contained herein to the contrary, nothing in this Section 11.16 shall in any way affect Acquiror's or Merger Subs' or any of their respective Affiliates' rights and remedies in any way relating to or arising out of or under any binding agreement to which a Debt Financing Source is a party, including the Debt Commitment Letter.

11.17 Non-Recourse. Except as expressly provided in this Agreement (including the indemnification obligations of the Indemnifying Parties), this Agreement and the other Related Agreements may only be enforced against, and any Action that may be based upon, arise out of or relate to this Agreement or the other Related Agreements, or the negotiation, execution or performance of this Agreement or the other Related Agreements or the transactions contemplated by this Agreement and the Related Agreements may only be made against, the Persons that are expressly identified as parties to this Agreement or the applicable Related Agreement, as the case may be, it being understood and agreed that, except as expressly provided in this Agreement (including the indemnification obligations of the Indemnifying Parties), no former, current or future stockholders, equityholders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents, Affiliates or other Representatives of any party to this Agreement or any party to the applicable Related Agreement, or any former, current or future direct or indirect stockholder, equityholder, controlling person, director, officer, employee, general or limited partner, member, manager, agent, Affiliate or other Representative of any of the foregoing, other than the parties to this Agreement or any Related Agreement (and then only to the extent provided in this Agreement and any Related Agreement) (each, a "Non-Party"), shall have any liability for any obligations or liabilities of the parties to this Agreement or any party to the applicable Related Agreement, or for any Action (whether in tort, contract, law, equity, by statute or otherwise) based on, arising out of or relating to, this Agreement or the applicable Related Agreement or the negotiation, execution or performance of this Agreement or the applicable Related Agreement or the transactions contemplated by this Agreement and the Related Agreements or in respect of any representations or warranties made or alleged to be made in connection herewith. Any such Action shall also be subject to the limitations set forth in Section 8.2 and Section 9.1. Without limiting the rights of any party to this Agreement against the other parties to this Agreement, in no event shall any party or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Party. For the avoidance of doubt, nothing in this Section 11.17 shall preclude any party to another Related Agreement from making any claim thereunder, to the extent permitted therein. Notwithstanding the foregoing, nothing herein shall limit rights and remedies in the case of Fraud against any Person that has committed or been involved in such Fraud or that has actual knowledge of such Fraud.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, Acquiror, the Merger Subs, the Company, and the Securityholder Representative have caused this Agreement to be executed as of the date first written above.

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ Ford Tamer
Name: Ford Tamer
Title: Chief Executive Officer

ALTA MERGER SUB I, INC.

By: /s/ Tracy Feanny
Name: Tracy Feanny
Title: Secretary

ALTA MERGER SUB II, LLC

By: /s/ Tracy Feanny
Name: Tracy Feanny
Title: Secretary

IN WITNESS WHEREOF, Acquiror, the Merger Subs, the Company, and the Securityholder Representative have caused this Agreement to be executed as of the date first written above.

AMI TOPCO, INC.

By: /s/ Sanjoy Maity
Name: Sanjoy Maity
Title: Chief Executive Officer and President

IN WITNESS WHEREOF, Acquiror, the Merger Subs, the Company, and the Securityholder Representative have caused this Agreement to be executed as of the date first written above.

THL AMI AGGREGATOR, LP
solely in its capacity as the Securityholder Representative

By: THL Equity Advisors IX, LLC, its general partner
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors, LLC, its general partner
By: THL Holdco, LLC, its managing member

By: /s/James Carlisle
Name: James Carlisle
Title: Authorized Officer

ANNEX A
CERTAIN DEFINED TERMS

"Accounting Principles" means the accounting principles, methodologies and policies described on Schedule B.

"Acquiror Common Stock" means the common stock, par value $0.01, of Acquiror.

"Acquiror Material Adverse Effect" means any change, effect, development, violation, circumstance, occurrence or event (each, an "Effect") that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on the financial condition, business or results of operations of Acquiror, taken as a whole; *provided, however*, that, no Effect resulting from, related to or arising out of any of the following shall constitute a Material Adverse Effect or be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur: (a) any change in or condition generally affecting the regional, national or world economy or credit, securities, currency, financial, banking or capital markets generally (including any disruption thereof, whether owed to any recessionary effects or a prolonged market disruption or otherwise, and any decline in the price of any security or any market index); (b) any political or social conditions or unrest, including any hostilities whether or not pursuant to the declaration of a national emergency or war, any military or terrorist attack or any other geopolitical condition, tariff, trade war, the outbreak or escalation of hostilities, declared or undeclared acts of war or the invasion or violation of sovereignty of one country by another, in each case whether or not in or involving the United States or any other country or region of the world, or any escalation or general worsening of any of the foregoing; (c) cyberattacks or cyber terrorism that are not specifically targeted at Acquiror; (d) labor strikes, requests for representation, organizing, campaigns, work stoppages, slowdowns or other labor disputes that are not specific to Acquiror; (e) changes in GAAP or any enforcement, implementation or interpretation thereof, in each case, after the date hereof; (f) changes in any Law, rule, regulation, order or binding directive of any Governmental Entity or any binding enforcement, implementation or interpretation of the foregoing, in each case, after the date hereof; (g) any change that is generally applicable to the industries or markets in which Acquiror operates; (h) the public announcement of the transactions contemplated by this Agreement by reason of the identity of Acquiror or its Affiliates (as opposed to any other third party) or their plans or intentions with respect to Acquiror or the business conducted thereby, and including the impact thereof on relationships with customers, suppliers, distributors, partners or employees and others having relationships with Acquiror (but not, for the avoidance of doubt, in the case of a breach of any representation or warranty in Article IV, to the extent the purpose of such representation or warranty is to address the consequences resulting from the execution of this Agreement or the consummation of the transactions contemplated hereby and the related conditions to Closing); (i) any failure by Acquiror to meet any internal or published projections, forecasts or revenue or earnings predictions for any period ending on or after the date of this Agreement (but not, for the avoidance of doubt, the underlying cause of any such failure to the extent not otherwise excluded pursuant to the express terms of this definition); (j) any epidemic, pandemic, or disease outbreak; or (k) government sanctions, restrictions or mandates imposed (including in respect of China or Taiwan) not specifically targeted at Acquiror; *provided, further*, that any adverse change, effect, development, occurrence or event set forth in clauses (a), (b), (c), (d), (e), (f), (g), (j) or (k) of this definition will be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur solely to the extent (x) such change, effect, development, occurrence or event has a disproportionately adverse impact on Acquiror, taken as a whole, relative to other Persons in the industries in which Acquiror operates and (y) such change, effect, development, occurrence or event is not otherwise prohibited from being taken into account in determining whether a Material Adverse Effect has occurred by another clause of this proviso.

"Acquiror Stock Price" means (i) if the Final Acquiror Stock Price is less than or equal to $105.00, $105.00, (ii) if the Final Acquiror Stock Price is greater than or equal to $125.00, $125.00, and (iii) if the Final Acquiror Stock Price is greater than $105.00 but less than $125.00, the Final Acquiror Stock Price (in each case, subject to appropriate adjustment in the event of any stock dividend, subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination or exchange of shares, or any similar event, and for any unpaid dividends on the Acquiror Common Stock in shares of such stock, in each case, at any time after the Agreement Date).

"Action" means any action, demand letter, suit, claim, cause of action, charge, complaint, litigation, subpoena, examination, investigation, audit, proceeding, arbitration, mediation or other similar proceeding.

"Affiliate" of any Person means another Person that directly or indirectly through one of more intermediaries controls, is controlled by or is under common control with, such first Person.

"Aggregate Acquiror Award Value" means $57,331,048.32.

"Aggregate Acquiror Awards" means 473,967 shares of Acquiror Common Stock.

"Aggregate Option Closing Payment" means (a) the product of (x) the Per Share Option Consideration *multiplied by* (y) the aggregate number of shares of Common Stock issuable in connection with the exercise of Vested Company Options as of immediately prior to the First Effective Time (and, for the avoidance of doubt, prior to the cancellation of Vested Company Options contemplated by Section 1.3(e)(i)), *less* (b) the aggregate exercise price in respect of all Vested Company Options.

"Aggregate Shares Number" means, without duplication, (a) the aggregate number of shares of Company Capital Stock held by the Stockholders as of immediately prior to the First Effective Time, excluding any Dissenting Shares or Cancelled Shares, *plus* (b) the aggregate number of shares of Company Common Stock subject to Vested Company Options as of immediately prior to the First Effective Time (and, for the avoidance of doubt, prior to the cancellation of Vested Company Options contemplated by Section 1.3(e)(i)).

"AI Technology" means machine learning, deep learning, and other artificial intelligence ("AI") technologies including AI technologies that generate content based on data they were trained on and user-supplied prompts, including Software and other technologies and proprietary embodied AI and related hardware or equipment, in each case, which is owned or used by a Group Company.

"Alternative Financing" has the meaning set forth in Section 7.11.

"Anti-Corruption Laws" means the United States Foreign Corrupt Practices Act (the "FCPA"), the United Kingdom Bribery Act 2010, applicable laws passed pursuant to the Organization of Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and any laws of any other jurisdiction (national, state or local) where the Company, its subsidiaries or controlled Affiliates operate concerning or relating to public sector or private sector bribery or corruption.

"Base Cash Merger Consideration" means, without duplication, an amount equal to (a) one billion dollars ($1,000,000,000), *plus* (b) Closing Cash, *plus* (c) the Working Capital Adjustment Amount, *less* (d) Closing Indebtedness, *less* (e) all unpaid Third Party Expenses, *less* (f) all Unpaid Pre-Closing Taxes, *less* (g) the Aggregate Option Closing Payment; *provided*, that, if such amount is a negative number, the Base Cash Merger Consideration shall be zero (0).

"Base Merger Consideration" means the Base Cash Merger Consideration *plus* the Base Stock Merger Consideration.

"Base Optionholder Consideration" means, without duplication, an amount equal to (a) $1,650,000,000, *plus* (b) Closing Cash, *plus* (c) the Working Capital Adjustment Amount, *less* (d) Closing Indebtedness, *less* (e) all unpaid Third Party Expenses, *less* (f) all Unpaid Pre-Closing Taxes, *plus* (g) the aggregate exercise price of all Vested Company Options, *less* (h) the Aggregate Acquiror Award Value.

"Base Stock Merger Consideration" means, without limitation, (a) if the Final Acquiror Stock Price is less than or equal to $105.00, 5,644,466 shares of Acquiror Common Stock, (b) if the Final Acquiror Stock Price is greater than or equal to $125.00, 4,741,352 shares of Acquiror Common Stock, and (c) if the Final Acquiror Stock Price is greater than $105.00 but less than $125.00, a number of Common Shares equal to the Base Stock Price Value *divided by* the Final Acquiror Stock Price, in each case, subject to appropriate adjustment in the event of any stock dividend, subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination or exchange of shares, or any similar event, and for any unpaid dividends on the Acquiror Common Stock in shares of such stock, in each case, at any time after the Agreement Date.

"Base Stock Price Value" means six hundred and fifty million dollars ($650,000,000) *less* the Aggregate Acquiror Award Value.

"Business Day" means each day that is not (a) a Saturday, Sunday, (b) other day on which banking institutions located in Hillsboro, Oregon or New York, New York are or obligated by law or executive order to close, or (c) a public holiday in the State of Delaware or other day on which the parties could not file a certificate of merger with the Secretary of State of the State of Delaware.

"Closing Cash" means, without duplication, as of the First Effective Time and determined in accordance with the applicable Accounting Principles, (a) the aggregate amount of all cash and cash equivalents held by the Company, whether on hand or in deposit, checking, brokerage or other accounts of, or in any safety deposit box or other physical storage device provided by, a financial institution, in each case, to the extent constituting "cash and cash equivalents" determined in accordance with the Accounting Principles, *plus* (b) to the extent not already reflected in cash and cash equivalents, the aggregate amount of all un-cleared deposits of the Company, *minus* (c) the aggregate amount of cash needed to fund checks, drafts, draws and any electronic disbursements written or ordered by the Company but not cleared, *minus* (d) to the extent otherwise included in Closing Cash, any cash or cash equivalents subject to security deposits, collateral reserve accounts, escrow accounts, custodial accounts, and other similar restricted cash or cash equivalents, and any deposits or cash held as a guarantee or as collateral, including the tax certificate purchased in respect of the matter described on Schedule E, *minus* (e) seven hundred and fifty thousand dollars ($750,000).

"Closing Indebtedness" means, without duplication, as of the First Effective Time and determined in accordance with the applicable Accounting Principles, the aggregate amount of all outstanding Indebtedness of the Company, including, for the avoidance of doubt, the Closing Pay-Off Indebtedness.

"Closing Net Working Capital" means an amount equal to (a) the sum of the consolidated current assets of the Company included in the line items set forth on Schedule C, *minus* (b) the sum of all current liabilities of the Company included in the line items set forth on Schedule C, in each case, as of the First Effective Time and determined in accordance with the applicable Accounting Principles; *provided*, *however*, that "Closing Net Working Capital" shall exclude (i) any Closing Cash, (ii) Closing Indebtedness, (iii) Third Party Expenses, and (iv) Income Tax assets, Income Tax liabilities, deferred Tax assets and deferred Tax liabilities. For the avoidance of doubt, accrued bonuses and severance obligations triggered prior to the Closing that are treated as Closing Indebtedness pursuant to this Agreement shall not be included in Closing Net Working Capital. A sample calculation is set forth on Schedule C hereto as of the Latest Balance Sheet Date.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Shares Number" means, without duplication, the sum of the aggregate number of shares of Company Capital Stock (excluding any Canceled Shares).

"Company Capital Stock" means the Company Common Stock.

"Company Data" means all data and information Processed by or for any Group Company.

"Company Employee Plan" means any plan, scheme, fund, program, policy, practice, Contract, or other arrangement providing for compensation, severance, change of control compensation, termination pay, deferred compensation, bonus, performance awards, incentive compensation, equity or equity-related awards, phantom stock or bonus awards, welfare benefits, retirement benefits, health benefits or medical insurance, pension or retirement benefits, vacation, sick leave, disability benefits, fringe benefits or other employee benefits or remuneration of any kind, whether written, unwritten or otherwise, funded or unfunded, including each "employee benefit plan," within the meaning of Section 3(3) of ERISA which is or has been maintained, contributed to, or required to be contributed to, by the Company or any ERISA Affiliate for the benefit of any Employee, or with respect to which the Company or any ERISA Affiliate has any Liability or obligation, but excluding (i) any plan, program, or arrangement sponsored or maintained by, or to which contributions are mandated by, any Governmental Entity and (ii) any plan, program, or arrangement that is required to be maintained by applicable Law.

"Company Options" means all issued and outstanding options (including the commitments to grant options to the extent set forth on Section 3.2(d) of the Disclosure Letter) to purchase or otherwise acquire Company Common Stock (whether or not vested) held by any Person.

"Company Products" means all products, services, and other offerings designed, developed, marketed, licensed out, supported, provided, made available, offered, or sold by or on behalf of the Company at any time prior to the Closing Date (including through resellers and other channel partners).

"Company Securities" means the Company Capital Stock and the Company Options.

"Company Software" means all Software included in the Owned Intellectual Property Rights.

"Company Systems" means all Systems that are owned or operated by any of the Group Companies.

"Company Technology" means any technology for which any of the underlying Intellectual Property Rights are owned by or purported to be owned by the Company.

"Confidential Information" means confidential or non-public information of the Company (including trade secrets) and the confidential or non-public information provided to the Company by any third party which the Company is obligated to keep confidential or non-public.

"Contract" means any binding agreement, contract, mortgage, indenture, lease, license, instrument, covenant, arrangement, understanding or commitment, in each case, whether oral or written.

"Data Processing Obligation" means any applicable (a) Law relating to privacy, data protection, artificial intelligence, or security, (b) Data Processing Policy, or (c) requirement of any self-regulatory organization, industry standard (including, as applicable, the Payment Card Industry Data Security Standard), or Contract, in each case of (c), by which the Company is bound and relating to the Processing of Company Data, privacy, data protection, or security.

"Data Processing Policy" means each published or externally-facing statement, policy, notice or representation of the Company relating to the Processing of Company Data, artificial intelligence, privacy, data protection, or security.

"Debt Commitment Letter" has the meaning set forth in Section 4.10.

"Debt Financing" has the meaning set forth in Section 4.10.

"Debt Financing Agreements" has the meaning set forth in Section 7.11.

"Debt Financing Fee Letter" has the meaning set forth in Section 4.10.

"Debt Financing Sources" means the Persons that have committed to provide or arrange the Debt Financing in connection with the transactions contemplated by this Agreement, including the parties to any commitment letters (including the Debt Commitment Letter), engagement letters, joinder agreements, indentures or credit agreements entered into pursuant thereto or relating thereto, together with their respective Affiliates and their and their respective Affiliates' officers, directors, employees, attorneys, agents and representatives and their and their Affiliates' respective permitted successors and permitted assigns.

"Delaware Law" means the Delaware General Corporation Law.

"DOL" means the United States Department of Labor.

"Employee" means any employee, consultant, independent contractor, officer, director or other service provider of the Company, including any employee or other service provider engaged through an employer of record or similar third party.

"Enforceability Laws" has the meaning set forth in Section 3.3(b).

"Environmental Law" means any applicable Law, and any Order or binding agreement with any Governmental Entity: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials.

"Equity Interests" means, with respect to any Person, (a) any share of capital stock of, or other ownership, membership, partnership, joint venture or equity interest in, such Person, (b) any indebtedness, securities, options, warrants, call, subscription or other rights of, or granted by, such Person that are convertible into, or are exercisable or exchangeable for, or giving any Person any right to acquire any such share of capital stock or other ownership, partnership, joint venture or equity interest, in all cases, whether vested or unvested, (c) any stock appreciation right, phantom stock, interest in the ownership or earnings of such Person or other equity equivalent or equity-based award or right, or (d) any Indebtedness having the right to vote (or convertible into or exchangeable for securities having the right to vote) on any matters on which any holder of equity securities of such Person may vote.

"ERISA Affiliate" means any Person under common control with the Company or that, together with the Company, could be deemed a "single employer" within the meaning of Section 4001(b)(1) of ERISA or within the meaning of Section 414(b), (c), (m) or (o) of the Code, and the regulations issued thereunder.

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

"Exchange Documents" means with respect to each Stockholder, a letter of transmittal in substantially the form mutually agreed by the Company, Acquiror and the Exchange Agent (acting reasonably) (the "Letter of Transmittal"), together with an applicable tax form and other customary documents reasonably requested by the Exchange Agent.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended

"Exchange Rate" means, with respect to a relevant currency in question, as of a particular measurement date, the average closing mid-point rate for exchanges between such currency and dollars quoted by Bloomberg, (i) as of the date on which the Pre-Closing Statement is delivered for purposes of the Estimated Base Merger Consideration, (ii) as of the closing of business on the Business Day immediately preceding the Closing date for purposes of the Final Base Merger Consideration, and (iii) for any other purpose, for the trading day immediately preceding such date.

"Expense Fund Amount" means $500,000.

"Final Acquiror Stock Price" means the volume-weighted average sales price per share of Acquiror Stock on the NasdaqGS, as calculated by Bloomberg Financial LP under the function "VWAP" (or, if not available, in another authoritative source mutually selected by the Company and Acquiror), over the ten (day) consecutive trading days ending on the second (2nd) trading day immediately prior to the First Effective Time.

"Foreign Group Company" means any Group Company that is not a U.S. Group Company.

"Fraud" means, with respect to any Person, knowing, actual and intentional common law fraud of such Person under the laws of the State of Delaware in the making of the representations and warranties set forth in Article III or Article IV, as applicable, or in the certificate delivered pursuant to Section 2.2(b)(iii) or Section 2.2(c)(iii), as applicable, with the specific intent of such Person to deceive a party and induce such party's reliance thereon and on which such party actually relied to its detriment. In no event shall Fraud include negligent, reckless, constructive, equitable, promissory, unfair dealings, unjust enrichment, fraud under applicable securities Laws or any other fraud except as specifically set forth in the preceding sentence in the making of such representations and warranties and certificates set forth therein. Notwithstanding anything herein to the contrary, a claim for Fraud may only be made against the Person that committed or is involved in such Fraud or that has actual knowledge of such Fraud.

"Fundamental Representations" means the representations and warranties of the Company set forth in the first sentence of Section 3.1(a) (Organization and Good Standing), Section 3.2(a) and 3.2(b) (Capitalization), Section 3.3 (Authority and Enforceability), clause (i) of Section 3.6 (Consents and Approvals; No Violations) and Section 3.16 (Brokers).

"GAAP" means United States generally accepted accounting principles, consistently applied.

"Governmental Entity" means any United States or foreign government, any federal, state, regional, provincial, local foreign or other subdivision thereof, any regulatory, governmental or administrative commission, department, board, bureau, or agency and any instrumentality or official thereof exercising executive, legislative, judicial, regulatory, taxing or administrative functions, in each case having the force of law, or, solely for purposes of Article III, any arbitrator or arbitral body.

"Governing Documents" means, with respect to an entity, the (a) articles of association, certificate of association, certificate of incorporation, certificate of formation, articles of organization, or certificate of limited partnership, (b) bylaws, limited liability company agreement, or limited partnership agreement, and (c) other equivalent or similar organizational documents.

"Governmental Official" means any (a) officer, agent, or employee of a Governmental Entity, (b) person acting in an official capacity for or on behalf of a Governmental Entity, (c) candidate for government or political office, or (d) member of a royal family.

"Group Companies" means the Company and each of its Subsidiaries and, where applicable, any of the Company or any Subsidiary thereof.

"Hazardous Materials" means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, for which liability or standards of conduct may be imposed or that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect, under Environmental Laws; and (b) any petroleum or petroleum-derived products, per- and polyfluoroalkyl substances, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"Income Tax" means any Tax imposed on or measured by net income, however denominated, and any withholding Tax with respect thereto.

"Income Tax Return" means any Tax Return with respect to Income Taxes.

"Indebtedness" of any Person means, as of a specified date, without duplication: (a) all liabilities of such Person for borrowed money, whether secured or unsecured, (b) all obligations evidenced by bonds, trusts, mortgages, debentures, notes or similar instruments, (c) all liabilities of such Person for the deferred purchase price of property, assets, businesses or services (including earnouts, seller notes or contingent payments); (d) all liabilities of such Person in respect of any leases required to be classified and accounted for under GAAP as finance leases; (e) all liabilities of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction securing obligations, in each case, solely to the extent drawn; (f) all settlement obligations of such Person arising out of hedging, interest rate swap agreement, forward rate agreement, interest rate cap or collar agreement or other financial agreement or arrangement entered into for the purpose of providing protections against fluctuations in interest or currency rates; (g) the items described on Schedule D; (h) all guarantees by such Person of any liabilities of a third party of a nature similar to the types of liabilities described in clauses (a) through (h) above, inclusive; (i) the aggregate amount of all accrued interest payable with respect to any of the items described in clauses (a) through (h) above, inclusive; and (j) the aggregate amount of all prepayment premiums, penalties, breakage costs, "make whole amounts," balloon payments or fees, costs, expenses and other payment obligations payable in connection with the discharge, prepayment or settlement of the items described in clauses (a) through (i) above in connection with the Closing. Notwithstanding the foregoing, "Indebtedness" shall not include any amount in respect of obligations (i) for deferred revenue, (ii) between any Group Company and any other Group Company (including any transfer pricing or similar arrangement), (iii) under any operating lease of the Group Companies, (iv) in respect of any undrawn letter of credit, banker's acceptance or similar credit transaction securing obligations, (v) that are included in Third Party Expenses or Closing Net Working Capital or (vi) arising from any financing arrangements of Acquiror its Affiliates or incurred at the written direction of Acquiror or its Affiliates.

"Indemnifying Party Pro Rata Portion" means with respect to each Securityholder, a fraction (a) the numerator of which is (i) the aggregate number of shares of Company Capital Stock held by such Securityholder as of immediately prior to the First Effective Time, excluding any Dissenting Shares or Cancelled Shares, *plus* (ii) the aggregate number of shares of Company Capital Stock issuable in connection with the exercise to Vested Company Options and Unvested Company Options of such Securityholder as of immediately prior to the First Effective Time (and, for the avoidance of doubt, prior to the cancellation of Company Options contemplated by Section 1.3(e)), and (b) the denominator of which is (i) the aggregate number of shares of Company Capital Stock held by the all the Securityholders as of immediately prior to the First Effective Time, excluding any Dissenting Shares or Cancelled Shares, *plus* (ii) the aggregate number of shares of Company Common Stock issuable in connection with the exercise of all the Vested Company Options and Unvested Company Options as of immediately prior to the First Effective Time (and, for the avoidance of doubt, prior to the cancellation of Company Options contemplated by Section 1.3(e)). For purposes of clarity, the sum of all "Indemnifying Party Pro Rata Portions" of the Securityholders will at all times equal one (1).

"Indemnifying Optionholder Pro Rata Portion" means with respect to each Optionholder, a fraction (a) the numerator of which is the aggregate number of shares of Company Capital Stock issuable in connection with the exercise to Vested Company Options and Unvested Company Options of such Securityholder as of immediately prior to the First Effective Time (and, for the avoidance of doubt, prior to the cancellation of Company Options contemplated by Section 1.3(e)), and (b) the aggregate number of shares of Company Common Stock issuable in connection with the exercise of all the Vested Company Options and Unvested Company Options as of immediately prior to the First Effective Time (and, for the avoidance of doubt, prior to the cancellation of Company Options contemplated by Section 1.3(e)). For purposes of clarity, the sum of all "Indemnifying Optionholder Pro Rata Portions" of the Optionholders will at all times equal one (1).

"Indemnifying Parties" means the Stockholders and the Optionholders.

"Indemnity Escrow Shares" a number of shares of Acquiror Common Stock equal to (a) the product of (i) the Indemnity Cap *multiplied by* (ii) the aggregate Indemnifying Party Pro Rata Portions of all the Stockholders, *divided by* (b) the Acquiror Stock Price.

"International Employee Plan" means each Company Employee Plan that has been adopted or maintained by the Group Companies, whether formally or informally, or with respect to which the Group Companies will or may have any Liability, with respect to Employees who perform or have performed services primarily outside the United States.

"Intellectual Property Rights" means all intellectual property and proprietary rights, including all rights in: (a) copyrights, whether registered or unregistered, and equivalent or analogous rights associated with works of authorship (including rights in Software); (b) trademarks, service marks, logos, trade dress, brands, domain names, corporate names and trade names and other indicia of origin, together with all goodwill associated therewith; (c) trade secrets, proprietary know-how and confidential information; (d) Patents; (e) rights of publicity and other rights to use a person's name or likeness; (f) rights in Software (whether in source or object code), data, algorithms, artificial intelligence and machine learning models, databases and any other proprietary rights in technology; and (g) rights in or relating to applications, registrations, renewals, extensions, combinations, divisions, re-examinations, and reissues of, and right to apply for applications or the applications for, any of the rights referred to in clauses (a) through (f) above.

"IRS" means the United States Internal Revenue Service.

"Knowledge" means the actual conscious knowledge without independent investigation of: (a) Sanjoy Maity, Todd Glickman, Saloni Sachdev and Kelly Bryant; and (b) solely with respect to Section 3.13, Anurag Bhatia.

"Kunshan Company" means American Megatrends Information Technology (KunShan) Co., Ltd. with registered address at Room 2101, Building No.1, 198 Changjiang Middle Road, Development Zone, Kunshan City, Jiangsu, China 215301.

"Law" means any U.S. or non-U.S. federal, state, provincial, local or other constitution, law, statute, ordinance, rule, regulation, published administrative position, or principle of common law issued, enacted, adopted, promulgated, implemented or otherwise put into legal effect by or under the authority of any Governmental Entity.

"Liability" means, with respect to any Person, any and all liabilities, obligations, claims, and deficiencies of any kind (whether known or unknown, contingent, accrued, due or to become due, secured or unsecured, matured or otherwise), including accounts payable, all liabilities, obligations, claims, and deficiencies related to Indebtedness or guarantees, costs, expenses, royalties payable, and other reserves, termination payment obligations, and all other liabilities, obligations, claims, and deficiencies of such Person or any of its subsidiaries or Affiliates, in each case, regardless of whether or not such liabilities, obligations, claims, and deficiencies are required to be reflected on a balance sheet in accordance with GAAP.

"Lien" means any lien, pledge, charge, claim, mortgage, or use, security interest, or other encumbrance of any kind or character whatsoever.

"Look Back Date" means October 17, 2024.

"Losses" means any and all losses, claims, damages, liabilities, expenses (including reasonable and documented attorneys' and accountants' and other professionals' fees), assessments, and Taxes. Notwithstanding the generality of the foregoing, Losses shall not include any punitive, exemplary or special damages, except, in each case, to the extent actually awarded to a third party in a Third Party Claim.

"Made Available" means that the referenced materials have been posted to the "Project Alta Data Room" virtual data room hosted on Intralinks (the "Data Room") by the Company and its Representatives, but only if so posted and made available in the Data Room on a continuous and uninterrupted basis during the five (5) day period prior to the Agreement Date.

"Material Adverse Effect" means any Effect that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on the financial condition, business, assets or results of operations of the Group Companies, taken as a whole; *provided, however*, that, no Effect resulting from, related to or arising out of any of the following shall constitute a Material Adverse Effect or be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur: (a) any change in or condition generally affecting the regional, national or world economy or credit, securities, currency, financial, banking or capital markets generally (including any disruption thereof, whether owed to any recessionary effects or a prolonged market disruption or otherwise, and any decline in the price of any security or any market index); (b) any political or social conditions or unrest, including any hostilities whether or not pursuant to the declaration of a national emergency or war, any military or terrorist attack or any other geopolitical condition, tariff, trade war, the outbreak or escalation of hostilities, declared or undeclared acts of war or the invasion or violation of sovereignty of one country by another, in each case whether or not in or involving the United States or any other country or region of the world, or any escalation or general worsening of any of the foregoing; (c) cyberattacks or cyber terrorism that are not specifically targeted at any Group Company; (d) labor strikes, requests for representation, organizing, campaigns, work stoppages, slowdowns or other labor disputes that are not specific to the Group Companies; (e) changes in GAAP or any enforcement, implementation or interpretation thereof, in each case, after the date hereof; (f) changes in any Law, rule, regulation, order or binding directive of any Governmental Entity or any binding enforcement, implementation or interpretation of the foregoing, in each case, after the date hereof; (g) any change that is generally applicable to the industries or markets in which any Group Company operates; (h) the public announcement of the transactions contemplated by this Agreement by reason of the identity of Acquiror or its Affiliates (as opposed to any other third party) or their plans or intentions with respect to any Group Company or the business conducted thereby, and including the impact thereof on relationships with customers, suppliers, distributors, partners or employees and others having relationships with any Group Company (but not, for the avoidance of doubt, in the case of a breach of any representation or warranty in Article III, to the extent the purpose of such representation or warranty is to address the consequences resulting from the execution of this Agreement or the consummation of the transactions contemplated hereby and the related conditions to Closing); (i) any failure by any Group Company to meet any internal or published projections, forecasts or revenue or earnings predictions for any period ending on or after the date of this Agreement (but not, for the avoidance of doubt, the underlying cause of any such failure to the extent not otherwise excluded pursuant to the express terms of this definition); (j) any epidemic, pandemic, or disease outbreak; or (k) government sanctions, restrictions or mandates imposed (including in respect of China or Taiwan) not specifically targeted at any Group Company; *provided, further*, that any adverse change, effect, development, occurrence or event set forth in clauses (a), (b), (c), (d), (e), (f), (g), (j) or (k) of this definition will be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur solely to the extent (x) such change, effect, development, occurrence or event has a disproportionately adverse impact on the Group Companies, taken as a whole, relative to other Persons in the industries in which the Group Companies operate and (y) such change, effect, development, occurrence or event is not otherwise prohibited from being taken into account in determining whether a Material Adverse Effect has occurred by another clause of this proviso.

"Merger Consideration" means all consideration payable to the Securityholders upon the terms set forth in Section 1.3 and throughout this Agreement.

"NASDAQ" means the Nasdaq Global Select Stock Market.

"Non-Withholding Payee" means any Securityholder that is not a Withholding Payee with respect to the payment in question.

"Offer Documents" means, collectively, Acquiror's or its Affiliate's form offer letter or employment agreement or other employment Contract for the relevant jurisdiction.

"Open Source Software" means any Software that is licensed or distributed pursuant to: (a) any license that is, or is substantially similar to, a license identified by the Open Source Initiative and listed at http://www.opensource.org/licenses, including without limitation, any version variant of any of the following: any Creative Commons License, Open Database License, the Mozilla Public License, the GNU General Public License, GNU Lesser General Public License, the Affero General Public License, Server Side Public License, Commons Clause, Business Software License, Elastic License, Llama License, OpenRail, EU Public License, Common Public License, Apache License, BSD License, or MIT License; or (b) any license to Software that is considered "free" or "open source software" by the Open Source Foundation or the Free Software Foundation.

"Optionholder" means any Person that holds Company Options.

"Order" means any order, judgment, injunction, ruling, edict, or other decree, whether non-final, final, temporary, preliminary or permanent, enacted, issued, promulgated, enforced or entered by any Governmental Entity.

"Owned Intellectual Property Rights" means all Intellectual Property Rights owned or purported to be owned by any Group Company.

"Patents" means all issued patents and applications therefor, including all continuations, divisionals, and continuations-in-part thereof and patents issuing thereon, along with all reissues, renewals, reexaminations and extensions thereof, and all provisionals and registered design rights and industrial rights.

"Per Share Adjustment Escrow Amount" means the Adjustment Escrow Amount *divided by* the Aggregate Shares Number.

"Per Share Adjustment Escrow Release" means an amount in cash, without interest, equal to the Adjustment Escrow Release Amount *divided by* the Aggregate Shares Number.

"Per Share Adjustment Surplus" means an amount in cash, without interest, equal to the lesser of (x) the absolute value of the Adjustment Surplus and (y) the Adjustment Escrow Amount *divided by* the Aggregate Shares Number.

"Per Share Cash Consideration" means an amount in cash equal to (a) the Base Cash Merger Consideration *divided by* the Common Shares Number, *less* (b) the Per Share Expense Fund Amount, *less* (c) the Per Share Adjustment Escrow Amount; *provided*, that if such amount is a negative number, the Per Share Cash Consideration shall be zero (0).

"Per Share Expense Fund Amount" means the Expense Fund Amount *divided by* the Aggregate Shares Number.

"Per Share Expense Fund Release" means an amount in cash, without interest, equal to the Expense Fund Release Amount *divided by* the Aggregate Shares Number.

"Per Share Final Indemnity Escrow Shares Release" means a number of shares of Acquiror Common Stock equal to (a) the Final Indemnity Escrow Release Amount *divided by* (b) the Common Shares Number.

"Per Share Indemnity Escrow Shares Amount" means a number of shares of Acquiror Common Stock equal to (i) the Indemnity Escrow Shares *divided by* the (ii) Common Shares Number.

"Per Share Initial Indemnity Escrow Release" means a number of shares of Acquiror Common Stock equal to (i) the Initial Indemnity Escrow Shares Release Amount *divided by* the Common Shares Number.

"Per Share Option Consideration" means the Base Optionholder Consideration *divided by* the Aggregate Shares Number.

"Per Share Stock Consideration" means an amount of shares of Acquiror Common Stock equal to (a) the Base Stock Merger Consideration *divided by* the Common Shares Number, *less* (b) the Per Share Indemnity Escrow Shares Amount, *less* (c) if the Per Share Cash Consideration (calculated before taking into the proviso in the definition of Per Share Cash Consideration) is a negative number, (i) the absolute value of the such negative number *divided by* (ii) the Acquiror Stock Price *divided by* (iii) the Common Shares Number.

"PN7" means Public Notice Regarding Certain Corporate Income Tax Matters on Indirect Transfer of Properties by Non-Tax Resident Enterprises issued by State Administration of Taxation of the PRC (Public Notice 2015 No.7) issued by PRC State Taxation Administration, effective as of 3 February 2015 (including subsequent amendments thereof, as well as any interpretations or procedural rules related thereto).

"PRC" shall mean the People's Republic of China, but solely for purposes of this Agreement, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and the islands of Taiwan.

"Permitted Liens" means (a) statutory Liens securing payments not yet due, (b) Liens with respect to the payment of Taxes that are not yet due or payable or the amount or validity of which is being contested by appropriate proceedings in good faith and is disclosed on the financial statements in accordance with GAAP, (c) statutory Liens of landlords and Liens of suppliers, mechanics, carriers, materialmen, warehousemen, service providers or workmen and other similar Liens imposed by applicable Law created in the ordinary course of business for amounts that are not yet delinquent, (d) non-exclusive licenses of Intellectual Property Rights granted in the ordinary course of business consistent with past practices, and (e) non-monetary Liens that do not materially impair value of or the business or operations of the owner of the assets subject to such Liens.

"Person" means any individual or entity, including a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a Governmental Entity (or any department, agency, or political subdivision thereof).

"Personal Information" means information that (a) alone or in combination with other information held by the Company, could be used to identify or is otherwise identifiable with an individual or (b) constitutes "personal information," "personal data," "personally identifiable information," or any similar term under any applicable Data Processing Obligation.

"Plan" means the Company's Equity Incentive Plan, as amended from time to time prior to the Agreement Date.

"Pre-Closing Tax Period" means any Tax period or portion thereof that ends on or prior to the Effective Date, including the portion of any Straddle Period ending on the Effective Date.

"Pre-Closing Taxes" means (a) any Income Taxes of or payable by the Group Companies or their operations (including such Taxes that are not yet due and payable as of the Effective Date) relating to or attributable to any Pre-Closing Tax Period ending on or after December 31, 2025 and for which the relevant Group Company has not filed its final annual Income Tax Return (e.g., an IRS Form 1120) with respect to such Tax period prior to Closing in jurisdictions where the applicable Group Company (x) filed an Income Tax Return for the Tax year that ended on December 31, 2024, or (y) materially expanded or commenced activities after December 31, 2024; *provided, however,* that the amounts described in this definition will be determined (A) as if each Group Company used the accrual method of Tax accounting throughout all Pre-Closing Tax Periods, (B) in a manner consistent with the past practice of the Group Companies, unless otherwise required by applicable Income Tax Law, (C) by including in the Pre-Closing Tax Period any Taxes attributable to any amount required to be included in the income of any Person under Section 951 or Section 951A of the Code (or, in each case, any similar provision of state, local or non-U.S. Tax Law) with respect to or attributable to operations of the Company or any of its Affiliates to the extent such amount would be allocable to the Pre-Closing Tax Period if the taxable year of the Company and the relevant Person ended on the Effective Date, (D) by excluding any Tax consequences resulting from any financing incurred by Acquiror, Merger Subs or any of their Affiliates pursuant to the transactions, (E) by not taking into account Taxes arising from any transactions entered into on the Closing Date after the Closing outside the ordinary course of business except as contemplated by this Agreement, (F) by taking into account Transaction Tax Deductions and assuming the Transaction Tax Deductions are accrued and deductible in a Pre-Closing Tax Period (or portion thereof) that ends on the Closing Date to the extent "more likely than not" permitted by applicable Law, (G) by taking into account any prepayment, estimated payments or overpayments of Tax made prior to Closing to a particular jurisdiction in respect of a type of Tax that is separately assessed in such jurisdiction, and is actually utilizable to reduce such Income Tax of an applicable Group Company in such jurisdiction, (H) to the extent eligible, by taking into account any deductions pursuant to Section 174A assuming that a Section 174A Acceleration Election is in effect with respect to an applicable Group Company and that no Section 174A Amortization Election is made with respect to such Group Company, regardless of whether such Section 174A Acceleration Election is actually made by the applicable Group Companies; *provided* that for this purpose, no Taxes asserted with respect to matters described on Schedule E will be included in the calculation of Pre-Closing Taxes, and (I) by not taking into account any Taxes included in item (1) described on Schedule D, and (b) Transfer Taxes allocable to the Securityholders pursuant to Section 7.4(d).

"Prohibited Financing Amendments" has the meaning set forth in Section 7.12.

"Pro Rata Portion" means as of a particular measurement time, with respect to each Securityholder, a fraction (a) the numerator of which is the aggregate number of shares of Company Capital Stock and shares of Company Capital Stock subject to Vested Company Options held by such Securityholder as of immediately prior to the First Effective Time, excluding any Dissenting Shares or Cancelled Shares and (b) the denominator of which is the Aggregate Shares Number. For purposes of clarity, the sum of all "Pro Rata Portions" of the Securityholders will at all times equal one (1).

"Process", "Processed" or "Processing" means, with respect to any data or set of data, any operation or set of operations performed thereon, whether or not by automated means, including access, adaptation, alignment, alteration, collection, combination, compilation, consultation, creation, derivation, destruction, disclosure, disposal, dissemination, erasure, interception, maintenance, making available, organization, recording, restriction, retention, retrieval, storage, structuring, transmission, and use, and security measures with respect thereto.

"Related Agreements" means the Confidentiality Agreement, the Support Agreement, the Offer Documents, the Escrow Agreement, the Letters of Transmittal and all other agreements and certificates entered into or otherwise delivered by on behalf of the Company in connection with the transactions contemplated herein.

"Representatives" means, with respect to a Person, such Person's Affiliates and the directors, managers, members, stockholders, shareholders, officers, employees, advisors, counsel, accountants, agents, consultants, intermediaries or other representatives of such Person and its Affiliates.

"Required Funding Amount" has the meaning set forth in Section 4.10.

"Sanctions Laws" means the Laws relating to economic, financial, or trade sanctions administered or enforced by the United States government (including by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC) or the U.S. Department of State), and applicable Laws relating to economic, financial, or trade sanctions administered or enforced by the United Nations, the United Kingdom, the European Union, any European Union member state, or another Governmental Entity.

"Sanctioned Person" means any Person that is the target of Sanctions Laws, including (1) any Person listed on any sanctions-related list of designated Persons, including Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List and other applicable lists maintained by the United States, the United Nations the United Kingdom, the European Union, any European Union member state, or another Governmental Entity, (2) any Person located, organized or resident in a Sanctioned Jurisdiction, (3) an agency of the government of a Sanctioned Country; or (4) any entity that is, in the aggregate, 50% or greater owned, directly or indirectly, or acting or purporting to act on behalf of, a Person or Persons described in clauses (1) through (3) of this definition.

"Section 174A Acceleration Election" means any election described in Section 174A(f)(2)(A)(i) of the Code or any similar election that would permit any domestic research or experimental expenditure incurred after December 31, 2021 and before January 1, 2025 to be deductible for Income Tax purposes under U.S. federal, state, or local Tax law in the first taxable year of the Group Companies beginning after December 31, 2024.

"Section 174A Amortization Election" means any election described in Section 174A(c) of the Code or any similar election that would charge any domestic research or experimental expenditure that is otherwise deductible for Income Tax purposes to capital account for such Income Tax purposes under

U.S. federal, state, or local Tax law.

"Section 174A Rules" means Section 174A(a) of the Code or any similar provision that allows domestic research or experimental expenditures to be deductible for Income Tax purposes under U.S. federal, state, or local Tax law, and any Treasury Regulations promulgated thereunder.

"Securities Act" means the U.S. Securities Act of 1933, as amended.

"Security Breach" means shall mean any (a) unauthorized or unlawful acquisition of, access to, loss of, or misuse (by any means) of Company Data in the possession or control of any Group Company, or any third-party service provider on behalf of any Group Company, (b) unauthorized or unlawful Processing of Company Data maintained by or for any Group Company, or (c) a phishing, ransomware, denial of service (DoS) or other cyberattack that results in material monetary loss, material reputational harm, or a significant business disruption to any Group Company.

"Securityholders" means, the Stockholders and the Optionholders.

"Software" means any and all computer programs and software, including all Source Code and object code, firmware, operating systems, user interfaces, algorithms, subroutines, APIs, tools, platforms, plug-ins, modules, apps, templates and formulas, libraries, specifications and documentation related to the foregoing.

"Source Code" means computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation.

"Stockholder" means any holder of any Company Capital Stock.

"Straddle Period" means any taxable period beginning on or before the Effective Date and ending after the Effective Date.

"Subject Courts" has the meaning set forth in Section 11.16.

"Subsidiary" means with respect to any entity, that such entity shall be deemed to be a "Subsidiary" of another Person if such other Person directly or indirectly owns, beneficially or of record, (i) an amount of voting securities of other Equity Interests in such entity that is sufficient to enable such Person to elect at least a majority of the members of such entity's board of directors or other governing body or (ii) at least a majority of the outstanding Equity Interests of such entity.

"Systems" means any networks, servers, switches, endpoints, Software, platforms, electronics, websites, storage, firmware, hardware, and related information technology or outsourced services, and all electronic connections between them.

"Target Net Working Capital" means negative three million and forty-three thousand dollars (-$3,043,000).

"Tax Contest" shall have the meaning set forth in Section 7.4(b). "Tax Return" means any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information filed with or submitted to, or required to be filed with or submitted to, any Taxing Entity in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Law relating to any Tax, including any schedule or amendment thereof or attachment thereto.

"Tax" means any income, alternative or add-on minimum tax, gross income, estimated, gross receipts, sales, use, ad valorem, value added, transfer, franchise, capital stock, profits, license, registration, withholding, payroll, social security (or equivalent, including employer and employees' contributions), employment, unemployment, disability, excise, severance, stamp, occupation, premium, property (real, tangible or intangible), environmental or windfall profit tax, custom duty or other tax, governmental fee or other like assessment or charge in the nature of a tax, together with any interest or any penalty, addition to tax or additional amount (whether disputed or not) imposed by any Taxing Entity.

"Taxing Entity" means any Governmental Entity (U.S. or non-U.S.) having any responsibility or jurisdiction over the assessment, determination, collection or imposition of any Tax.

"Third Party Expenses" means, without duplication, all costs, fees, expenses, and consideration incurred, due, or payable by the Company (including those triggered as a consequence of the Closing) in connection with the Mergers and other transactions contemplated under this Agreement, in each case, to the extent not paid prior to the First Effective Time (whether or not payable prior to, at or after the Closing), including, without limitation, (A) all out of pocket legal, accounting, financial advisory, consulting, finders' and all other fees and expenses of third parties incurred by or otherwise required to be paid by the Company in connection with the Mergers and other transactions contemplated under this Agreement, including the negotiation and effectuation thereof; (B) any change of control, retention or transaction bonus, severance, or similar payment obligations that is or becomes payable solely as a result of the execution of this Agreement or consummation of the transactions contemplated by this Agreement, together with the employer portion of any payroll or similar Taxes incurred in connection therewith, but excluding any fees, costs or expenses in respect of arrangements put in place by Acquiror, including the Offer Documents, or any person whose employment is terminated at or after the Closing unless such termination was initiated prior to the Closing by the Company or the employee; (C) the employer portion of any payroll or similar Taxes incurred in connection with the payment contemplated by Section 1.3(e)(i)(A); (D) the cost and expense of arranging and purchasing the Tail Policies; (E) fifty percent (50%) of the RWI Costs; and (F) fifty percent (50%) the costs and expenses of the Escrow Agent. For the avoidance of doubt, the payments contemplated by Section 1.3(e) do not constitute Third Party Expenses.

"Top Customer" means the twenty (20) largest customers of the Group Companies based on sales for the 12 months ended December 31, 2025.

"Top Vendor" means the twenty (20) largest vendors of the Group Companies based on expenditures for the 12 months ended December 31, 2025.

"Transaction Payroll Taxes" means all employer portion payroll or employment Taxes with respect to any Third Party Expenses or otherwise incurred in connection with any bonuses, option cashouts or other compensatory payments in connection with the consummation of the Mergers or the other transactions contemplated hereby, including those arising from or related to the payment of any amounts hereunder or under any other Contract as a result of, or in connection with, the consummation of the Mergers and the other transactions contemplated hereby, in each case, other than the employer portion payroll or employment Taxes incurred as a result of any retention payments payable or equity awards granted by Acquiror or any of its Affiliates pursuant to the terms of any Offer Document or other employment arrangements with Acquiror or any of its Affiliates after the First Effective Time.

"Transaction Tax Deductions" means any Income Tax deduction of any Group Company that is "more likely than not" (or at a higher level of comfort) deductible in any Pre-Closing Tax Period under applicable Income Tax law and that is attributable to, without duplication, (a) the payment of any Third Party Expenses, Transaction Payroll Taxes, and any amount paid with respect to Vested Company Options described in Section 1.3(e) (provided, that for this purpose the Group Companies will be deemed to have elected to treat seventy percent (70%) of the amount of any success-based fee as an amount that does not facilitate the transaction pursuant to the safe harbor in IRS Revenue Procedure 2011-29 (and analogous state or local Tax procedure)), (b) payments by the Group Companies to any employee, service provider or board member, including any stay bonuses, sale bonuses, change in control payments, retention payments, synthetic equity payments, payments on account of equity awards, or similar payments, (c) the repayment of any loans or other obligations in connection with the transactions contemplated by this Agreement, (d) any amounts included as a current liability or contra-asset in the determination of Closing Net Working Capital or Indebtedness, (e) any other fees, costs and expenses incurred in connection with the transactions contemplated by this Agreement or on behalf of the Group Companies that were taken into account in the determination of the Final Purchase Price or (f) any amounts that would have been included in the calculation of Third Party Expenses, Closing Net Working Capital, or Indebtedness but for the fact such amounts were paid prior to the Closing.

"Transfer Taxes" means all sales, use, transfer, value added, goods and services, gross receipts, excise, conveyance, documentary, stamp, recording, registration and similar Taxes and fees incurred by the Group Companies, Acquiror or Merger Subs in connection with the transactions contemplated by this Agreement. For the avoidance of doubt, Transfer Taxes do not include any Income Taxes of the Securityholders (or withholding taxes in lieu thereof) with respect to the transactions contemplated by this Agreement.

"Treasury Regulations" means the United States Treasury regulations issued pursuant to the Code.

"U.S. Group Company" means any Group Company that is organized under the Laws of any state in the United States.

"Unpaid Pre-Closing Taxes" means all Pre-Closing Taxes that remain unpaid (including such Taxes that are accrued but not yet due and payable) as of the First Effective Time, calculated in a manner consistent with past practice of the Group Companies, unless otherwise required by applicable Law and which may not be less than zero for any jurisdiction.

"Vested Company Option" means a Company Option that is issued, outstanding and unexercised as of immediately prior to the First Effective Time, to the extent such Company Option is vested pursuant to its terms, after taking into account any accelerated vesting in connection with the transactions contemplated by this Agreement.

"Withholding Payee" means a Securityholder for whom an applicable portion of the Merger Consideration is subject to withholding as wages or compensation with respect to the payment in question and for whom payments are to be made through the payroll procedures of the First Step Surviving Corporation or any of their Affiliates.

"Working Capital Adjustment Amount" means the (a) the Closing Net Working Capital, *less* (b) the Target Net Working Capital. For the avoidance of doubt, Working Capital Adjustment Amount may be a positive or negative number.

*   *   *

Schedule 7.3(c)(i)

Acquiror Awards

Schedule 7.3(c)(ii)

Additional Awards

Schedule 7.5(a)

Closing Payoff Indebtedness

Schedule 7.12

Terminated Agreements

Schedule 7.14

Certain Actions

Schedule A

Key Employees

Schedule B

Accounting Principles

Schedule C

Sample NWC Calculation

Schedule D

Certain Indebtedness

Schedule E

Certain Pre-Closing Taxes

Exhibit A-1

Form of Support Agreement

Exhibit A-2

Form of Stockholder Written Consent

Exhibit A-3

Form of Registration Rights Agreement

Registration Rights Agreement

This REGISTRATION RIGHTS AGREEMENT (this "**Agreement**") is made and entered into as of May 4, 2026 by and between Lattice Semiconductor Corporation, a Delaware corporation ("**Acquiror**") and THL AMI Aggregator, LP, a Delaware limited partnership ("**THL**").

Recitals

WHEREAS, Acquiror, Alta Merger Sub I, Inc., a Delaware corporation and a wholly-owned subsidiary of Acquiror ("**Merger Sub I**"), Alta Merger Sub II, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Acquiror ("**Merger Sub II**"), AMI TopCo, Inc., a Delaware corporation (the "**Company**") and THL, in its capacity as the agent, representative and attorney-in-fact for and on behalf of the securityholders of the Company, are parties to that certain Agreement and Plan of Merger and Reorganization, dated as of May 4, 2026 (as may be amended, restated or modified from time to time, the "**Merger Agreement**"), pursuant to which, subject to the terms and conditions thereof, Merger Sub I will be merged with and into the Company (the "**First Merger**") and, as promptly as practicable following the First Merger, and as part of the same overall transaction, the Company, as the surviving entity of the First Merger, will be merged with and into Merger Sub II with Merger Sub II surviving under the name "AMI TopCo, LLC" (the "**Second Merger**" and, together with the First Merger, the "**Mergers**") upon the terms and conditions set forth in the Merger Agreement; and

WHEREAS, on the terms and subject to the conditions set forth in the Merger Agreement and any related agreement to which THL is a party or otherwise subject, by virtue of the First Merger, THL will be entitled to receive shares of common stock, par value $0.01 per share, of Acquiror (the "Acquiror Common Stock") as merger consideration, in its capacity as a holder of capital stock of the Company issued and outstanding as of immediately prior to the First Effective Time (as defined in the Merger Agreement).

NOW, THEREFORE, in consideration of the covenants and other agreements of each party contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereto hereby agree as follows:

1. ***Definitions***. For all purposes of and under this Agreement, the following capitalized terms shall have the respective meanings below:

(a) "**Affiliate**" of any person means another person that directly or indirectly through one of more intermediaries controls, is controlled by or is under common control with, such first person.

(b) "**Block Trade**" shall mean an underwritten block trade or similar transaction with a two (2)-day or less marketing period or any written request therefor followed by a withdrawal thereof pursuant to **Section 2(d)(iv)**; *provided*, *however*, such written request followed by a withdrawal shall not be deemed a Block Trade if the Holder agrees to pay all the associated fees and expenses incurred prior to such withdrawal.

(c) "**Business Day**" means each day that is not a Saturday, Sunday or other day on which banking institutions located in Hillsboro, Oregon or New York, New York are or obligated by law or executive order to close.

(d) "**Change of Control**" means any of the following events: (i) any Person is or becomes the beneficial owner, directly or indirectly, of a majority of the total voting power represented by all then-outstanding Acquiror Common Stock, (ii) Acquiror consolidates with or merges into another Person, or any Person consolidates or merges into Acquiror, other than (A) a merger or consolidation which would result in the shares of Acquiror Common Stock 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 or any parent thereof) a majority of the combined voting power of the equity securities of such surviving entity or any parent thereof outstanding immediately after such merger or consolidation or (B) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person becomes the beneficial owner, directly or indirectly, of a majority of the total voting power of all then-outstanding shares of Acquiror Common Stock or (iii) Acquiror conveys, transfers or leases all or substantially all of its assets to any Person other than a wholly owned subsidiary of Acquiror.

(e) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

(f) "**Form S-3**" means a registration statement on Form S-3 promulgated by the SEC under the Securities Act, as such form is in effect on the date hereof, or any successor, replacement or other form of registration statement promulgated by the SEC under the Securities Act, in any such case which similarly permits inclusion or incorporation of substantial information by reference to other documents filed by Acquiror with the SEC.

(g) "**Holder**" means THL, for so long as THL owns Registrable Securities, or a transferee of such Registrable Securities to whom registration rights granted under this Agreement are assigned pursuant to **Section 6** hereof.

(h) "**Registrable Securities**" means (i) the shares of Acquiror Common Stock initially issued to THL as Base Stock Merger Consideration (as defined in the Merger Agreement) pursuant to the Merger Agreement, and (ii) any Acquiror Common Stock issued as a dividend or other distribution with respect to or in exchange for or in replacement of the stock referenced in the foregoing clause (i); *provided*, *however*, that shares of Acquiror Common Stock held by a particular Holder shall cease to be Registrable Securities (x) after the Registration Statement with respect to the sale of such securities shall have been declared effective under the Securities Act and such securities shall have been disposed of in accordance with the Registration Statement and with **Section 2** hereof, or (y) on the first date after the second anniversary of this Agreement on which all restrictive legends on all of the Registrable Securities held by such Holder have been removed and all Registrable Securities held by such Holder may be freely sold under Rule 144 of the Securities Act without any limitation as to volume or manner of sale under applicable Law.

(i) "**Securities Act**" means the Securities Act of 1933, as amended.

(j) "**SEC**" means the United States Securities and Exchange Commission.

2. ***Registration of Offers and Sales of Registrable Securities***.

(a) Subject to applicable Law, within seventy five (75) days after the Closing (as defined in the Merger Agreement), Acquiror shall file a registration statement on Form S-3 (or any similar provisions then in force) promulgated under the Securities Act (or if Form S-3 is not available for purposes of registering the resale of the Registrable Securities, then on another appropriate form) (the "**Registration Statement**") registering the resale of all Registrable Securities; *provided*, that Acquiror's obligation to include the Registrable Securities of any Holder in the Registration Statement shall be expressly conditioned upon Acquiror's prior receipt of all information and materials regarding such Holder as specified in **Section 9** and the taking of all action reasonably required to be taken by such Holder.

(b) Notwithstanding **Section 2(a)** or **Section 2(c)**: (i)(A) Acquiror shall not be required to file the Registration Statement contemplated by **Section 2(a)** during any trading "blackout" period under Acquiror's securities trading policies, (B) Acquiror shall not be required to file the Registration Statement contemplated by **Section 2(a)** if Acquiror, in its reasonable good faith judgment, has determined that the offer and sale or other disposition of Registrable Securities pursuant to the Registration Statement would require public disclosure by Acquiror of material nonpublic information that Acquiror is not otherwise obligated to disclose or that is not reasonably available, and (C) Acquiror shall not be deemed to have breached its obligations hereunder or under the Merger Agreement if Acquiror shall fail to fulfill its obligations under **Section 2(a)** at a time when sales of Acquiror Common Stock have been suspended globally under Acquiror's then effective registration statements or during times when new registration statements are not permitted to be filed under SEC rules, *provided*, that (i) if Acquiror delays the filing of the Registration Statement pursuant to this **Section 2(b)**, it shall use commercially reasonable efforts to file such Registration Statement as soon as reasonably practicable following the lapsing or expiration of the circumstances that led Acquiror to delay such filing; and (ii) in the event that Acquiror has not received the consent of its independent registered public accounting firm or other required consents from auditors to include such firm's audit report in the Registration Statement, then Acquiror shall not be required to file the Registration Statement contemplated by **Section 2(a)** until Acquiror shall have received such consents, *provided*, that Acquiror has used commercially reasonable efforts to obtain such consents.

(c) Acquiror shall use its commercially reasonable efforts to:

(i). to the extent that the Registration Statement is not automatically effective upon filing with the SEC, cause the Registration Statement to be declared effective as promptly as reasonably practicable after the filing thereof with the SEC, and keep the Registration Statement effective until the earlier to occur of (A) the date on which all Registrable Securities included in the Registration Statement have been sold, (B) such time as each Holder is eligible to sell all Registrable Securities under Rule 144 of the Securities Act without any limitation as to volume or manner of sale under applicable Law, or (C) the twelve-month anniversary of the effectiveness of the Registration Statement;

(ii). prepare and file with the SEC such amendments to the Registration Statement and amendments or supplements to the prospectus used in connection therewith as may be necessary to comply with the provisions of the Securities Act with respect to the sale or other disposition of all Registrable Securities included in the Registration Statement;

(iii). furnish to the Holder, before filing a Registration Statement or prospectus or any amendments or supplements thereto, copies of all documents prepared to be filed, which documents shall be subject to the reasonable review and reasonable comment of a single counsel at Holder's expense;

(iv). notify the Holder, as soon as reasonably practicable after notice thereof is received by the Acquiror (A) when the applicable Registration Statement or any amendment thereto has been filed or becomes effective and (B) of any written comments by the SEC, or any request by the SEC or other federal or state governmental authority for amendments or supplements to such Registration Statement or such prospectus, or for additional information (whether before or after the effective date of the Registration Statement) or any other correspondence with the SEC relating to the Registration Statement;

(v). promptly notify the Holder when Acquiror has knowledge of the happening of any event as a result of which the Registration Statement or the prospectus included in such Registration Statement (as then in effect) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein (in the case of such prospectus or any preliminary Prospectus, in light of the circumstances under which they were made) not misleading, or, if for any other reason it shall be necessary during such time period to amend or supplement such Registration Statement or prospectus in order to comply with the Securities Act;

(vi). furnish to each Holder such number of copies of any prospectus (including any preliminary prospectus and any amended or supplemented prospectus) in conformity with the requirements of the Securities Act as each Holder may reasonably request in order to effect the offering and sale of the Registrable Securities to be offered and sold by such Holder thereunder, but only while Acquiror shall be required under the provisions hereof to cause the Registration Statement to remain effective;

(vii). cause all Registrable Securities covered by the applicable Registration Statement to be listed on NASDAQ Global Select Stock Market;

(viii). provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by the Registration Statement

(ix). If required by the Holder, cause Acquiror's transfer agent to remove any restrictive legend from any Registrable Securities, within two Business Days following such request, *provided*, that such request shall be subject to applicable law and delivery by Holder of representations reasonably requested by Acquiror or its counsel; and

(x). register or qualify the Registrable Securities covered by the Registration Statement under the securities or blue sky laws of such jurisdictions as each Holder shall reasonably request, *provided*, *however*, that Acquiror shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such jurisdiction where it has not been qualified or is not otherwise subject to a general consent for service of process.

(d) Block Trades.

(i) In the event that the Holder elects to dispose of the Registrable Securities pursuant to a Block Trade, Acquiror shall use its commercially reasonable efforts to (A) at the request of the Holder, enter into and perform its obligations under a Block Trade underwriting or sale agreement in usual and customary form; (B) at the request of the Holder, cause to be furnished on the date that Registrable Securities are delivered to underwriters for sale in connection with a Block Trade, (x) an opinion, dated such date, of the counsel representing Acquiror for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, and (y) a comfort letter or letters from the independent certified public accountants of the Acquiror, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriter and (C) take such other usual and customary actions to facilitate the consummation of such Block Sale transaction.

(ii) Notwithstanding any other provision herein, if the Holder intends to effect a Block Trade pursuant to the Registration Statement, they shall so advise Acquiror and provide as much notice to Acquiror as reasonably practicable, and not less than give ten (10) Business Days prior to the date such offering is to commence, and the Acquiror shall as expeditiously as possible use its commercially reasonable efforts to facilitate such Block Trade; provided, that the Holder shall use commercially reasonable efforts to work with Acquiror and any underwriters, brokers, sales agents or placement agents prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to the Block Trade.

(iii) The Holder in a Block Trade shall have the right to select the underwriters and any brokers, sale agents or placement agents (if any) for such Block Trade, in each case, which shall consist of one or more reputable nationally recognized investment banks.

(iv) Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used in connection with a Block Trade, the Holder shall have the right to submit a withdrawal notice to the Acquiror or the underwriter(s) and any brokers, sale agents or placement agents (if any) of their intention to withdraw from such Block Trade.

(v) Notwithstanding any provision contained herein to the contrary, the Holder (collectively with any transferee of such Registrable Securities to whom registration rights granted under this Agreement are assigned pursuant to **Section 6** hereof) shall, subject to the limitations set forth in this **Section 2(d)**, be permitted no more than two (2) Block Trades in total to effect the sale or distribution of Registrable Securities.

3. ***Suspension of Offers and Sales of Registrable Securities under Registration Statement***. At any time from and after the effective date of the Registration Statement, Acquiror may restrict offers and sales or other dispositions of Registrable Securities under the Registration Statement, and a Holder will not be able to offer or sell or otherwise dispose of Registrable Securities thereunder, by delivering a written notice (a "**Suspension Notice**") to all Holders of Registrable Securities (such delivery shall be made to such Holder's address set forth on the signature page to the Merger Agreement for each such Holder) stating that a delay in the offer and sale or other disposition of Registrable Securities is necessary because Acquiror, in its reasonable good faith judgment, has determined that the offer and sale or other disposition of Registrable Securities would require public disclosure by Acquiror of material nonpublic information concerning Acquiror, the disclosure of which at the time is not, in the good faith opinion of Acquiror, in the best interests of Acquiror; provided, however, Acquiror may not suspend offers and sales or other dispositions of Registrable Securities pursuant to this **Section 3** for more than sixty (60) days in the aggregate in any one year period. Promptly following the cessation or discontinuance of the facts and circumstances forming the basis for any Suspension Notice, Acquiror shall use its commercially reasonable efforts to amend the Registration Statement and/or amend or supplement the related prospectus included therein to the extent necessary, and take all other actions reasonably necessary, to allow the offer and sale or other disposition of Registrable Securities to recommence as promptly as possible, and promptly notify all Holders of Registrable Securities in writing when such offers and sales or other dispositions of Registrable Securities under the Registration Statement may recommence. Upon receipt of a Suspension Notice, Holders shall immediately suspend their use of the Registration Statement and any prospectus included therein or forming a part thereof to offer and sell or otherwise dispose of Registrable Securities, and shall not offer or sell or otherwise dispose of Registrable Securities under the Registration Statement or any prospectus included therein or forming a part thereof until receipt of a notice from Acquiror pursuant to the preceding sentence that offers and sales or other dispositions of Registrable Securities may recommence. Holders shall keep the fact that Acquiror has delivered a Suspension Notice confidential. Acquiror shall not be permitted to register under the Securities Act any equity securities of Acquiror for its own account or held by other persons during any such suspension period. Acquiror shall not, without the prior written consent of a Holder, disclose to such Holder any material non-public information related to the Suspension Notice. In the event Acquiror shall give any such Suspension Notice, the period during which the Registration Statement is required to be maintained effective pursuant to **Section 2** shall be extended by the number of days during the period from and including the date of the giving of such Suspension Notice to and including the date when each Holder covered by such Registration Statement either receives the copies amended Registration Statement and/or amended or supplemented related prospectus included therein contemplated by this **Section 3** or receives a notice from Acquiror that offers and sales or other dispositions of Registrable Securities may recommence.

4. ***Fees and Expenses***. All of the out-of-pocket expenses incurred in connection with any registration of Registrable Securities pursuant to this Agreement, including all SEC fees, blue sky registration and filing fees, Nasdaq Stock Market notices and filing fees, printing fees and expenses, transfer agents' and registrars' fees and expenses and all fees and expenses of Acquiror's outside counsel and independent accountants shall be paid by Acquiror *provided*, *however*, that the Holder shall reimburse Acquiror up to $150,000 of its reasonable out-of-pocket expenses incurred in connection with each Block Trade. Notwithstanding anything herein to the contrary, Acquiror shall not be responsible for selling expenses of any Holder, including (i) underwriting discounts, (ii) selling commissions, (iii) fees, commissions and expenses of underwriters, brokers, dealer managers and similar securities industry professionals, (iv) stock transfer taxes and other taxes applicable to the sale of Registrable Securities, and (v) fees and disbursements of legal counsel, financial advisors, accountants, and other professionals for any Holder, each of which shall be the responsibility of the Holders in proportion to the Registrable Securities owned by such Holders.

5. ***Indemnification***.

(a) To the extent permitted by applicable Law, Acquiror shall indemnify and hold harmless each Holder, and each of its directors, officers, partners, members and employees and other agents and representatives, and each person controlling such Holder within the meaning of Section 15 of the Securities Act (each, a "**Holder Indemnified Party**"), with respect to which registration, qualification or compliance has been effected regarding such Holder's securities pursuant to this Agreement, from and against all losses, damages and liabilities (or actions in respect thereof), including any of the foregoing incurred in settlement of any litigation, commenced or threatened, arising out of or based on any untrue statement (or alleged untrue statement by a third party) of a material fact contained in the Registration Statement, the prospectus forming a part thereof or included therein, and any amendment or supplement thereto, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by Acquiror of any rule or regulation promulgated under the Securities Act, Exchange Act or state securities laws applicable to Acquiror in connection with any such registration, qualification or compliance, and Acquiror shall reimburse each Holder Indemnified Party for any legal and any other expenses reasonably incurred by them in connection with investigating, preparing or defending any lawsuit, claim or action relating thereto; provided, however, that Acquiror shall not be required to indemnify, hold harmless, or otherwise be liable to any Holder Indemnified Party, in each case, to the extent, but only to the extent, that any such loss, damage, liability or expense arises out of, or is based on, (i) any untrue statement or omission or alleged untrue statement or omission, made in reliance upon and in conformity with written information furnished by or on behalf of any Holder Indemnified Party to Acquiror specifically for use therein, or (ii) the failure of any Holder Indemnified Party to comply with its covenants and agreements hereunder.

(b) To the extent permitted by applicable Law, if Registrable Securities held by a Holder are included in the securities as to which such registration, qualification or compliance is being effected, such Holder shall indemnify and hold harmless Acquiror, each of its directors, officers, employees and other agents and representatives, each person controlling Acquiror within the meaning of Section 15 of the Securities Act, and Acquiror's legal counsel and independent accountants, as well as each other Holder, each such Holder's directors, officers, employees and other agents and representatives, and each person controlling each such other Holder within the meaning of Section 15 of the Securities Act (each an "**Acquiror Indemnified Party**"), from and against all losses, damages and liabilities (or actions in respect thereof) arising out of, or based on, any untrue statement (or alleged untrue statement) of a material fact contained in the Registration Statement, the prospectus forming a part thereof or included therein, and any amendment or supplement thereto, incident to any such registration, qualification or compliance, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by such Holder of any rule or regulation promulgated under the Securities Act, Exchange Act or state securities laws applicable to such Holder in connection with any such registration, qualification or compliance, and such Holder shall reimburse each Acquiror Indemnified Party for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such lawsuit, claim or action relating thereto, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular or other document in reliance upon and in conformity with written information furnished by such Holder to Acquiror specifically for use therein; *provided, however,* that the total amount to be indemnified by any Holder shall be limited to the value of the Registrable Securities received by such Holder, except in the case of fraud or willful misconduct committed by such Holder.

(c) Each party entitled to indemnification under this **Section 5** (the "**Indemnified Party**") shall give notice to the party required to provide indemnification (the "**Indemnifying Party**") promptly after such Indemnified Party has written notice of any lawsuit, claim or action as to which indemnity may be sought hereunder, and shall permit the Indemnifying Party to assume the defense of any such lawsuit, claim or action; *provided*, *however*, that counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be approved by the Indemnified Party (whose approval shall not be unreasonably withheld, delayed or conditioned), and the Indemnified Party may participate in such defense at such party's expense (including by retaining its own counsel at its own expense) and, upon reasonable request, will be apprised of all progress in any proceeding the defense of which has been assumed by the Indemnifying Party to the extent permitted by applicable Law; *provided*, *further* that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Agreement except to the extent, but only to the extent, that the Indemnifying Party's ability to defend against such claim or litigation is materially and adversely impacted by the failure to give such notice. No Indemnifying Party, in the defense of any such lawsuit, claim or action shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party of a release from all liability in respect to such lawsuit, claim or action.

(d) If the indemnification required by this **Section 5** from the Indemnifying Party is unavailable to or insufficient to hold harmless an Indemnified Party in respect of any indemnifiable losses, claims, damages, liabilities, or expenses, then the Indemnifying Party shall contribute to the amount paid or payable by the Indemnified Party as a result of such losses, claims, damages, liabilities, or expenses in such proportion as is appropriate to reflect relative fault of the Indemnified Party and Indemnifying Parties, in connection with the actions which resulted in such losses, claims, damages, liabilities, or expenses, as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and the 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, has been made by, or relates to information supplied by, such Indemnifying Party or Indemnified Parties, and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the losses, claims, damage, liabilities, and expenses referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding. Acquiror and the Holders agree that it would not be just and equitable if contribution pursuant to this **Section 5(d)** 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 the prior provisions of this **Section 5(d)**.

(e) The obligations of Acquiror and each Holder under this **Section 5** shall survive the permitted transfer of any Registrable Securities by any Holder, the completion of any offering and sale or other disposition of Registrable Securities in the Registration Statement filed with the SEC pursuant to this Agreement, and the termination of this Agreement, until the expiration of any statute of limitations relating to the subject matter of this **Section 5**.

6. ***Limitation on Assignment of Registration Rights***. The rights of each Holder under this Agreement may not be assigned by a Holder to any other Person without the prior written consent of Acquiror, provided, that each Holder may transfer its rights under this Agreement to its Affiliates without the prior written consent of Acquiror so long as the Holder pays any reasonable fees and expenses incurred associated with such transfer to Affiliates. Holder shall retain rights under this Agreement with respect to any Registrable Securities not transferred. Prior to a permitted transfer of rights under this Agreement, Holder must furnish Acquiror with written notice of the name and address of such transferee and the Registrable Securities with respect to which such registration rights are being assigned and a copy of a duly executed written instrument, in form and substance reasonably satisfactory to Acquiror, by which such transferee assumes all of the obligations and liabilities of its transferor hereunder and agrees itself to be bound hereby. Notwithstanding any of the foregoing provisions, any transfer of Registrable Securities by a Holder shall be subject to the applicable transfer restrictions contained in the Merger Agreement and any Related Agreement (as defined in the Merger Agreement) to which holder is a party.

7. ***Information by Holder***. Notwithstanding any other provision of the Agreement, no Holder of Registrable Securities may include any of its Registrable Securities in the Registration Statement pursuant to this Agreement unless the Holder furnishes to Acquiror a completed and signed a selling stockholder notice and questionnaire in the form attached to this Agreement as Annex A (a "**Selling Stockholder Questionnaire**") that contains such information regarding Holder and the securities of Acquiror held by a Holder as shall be reasonably requested by Acquiror to effect the registration of the Registrable Securities, at least five (5) Business Days prior to the first anticipated filing date of any Registration Statement. Each Holder who intends to include any of its Registrable Securities in the Registration Statement shall promptly furnish Acquiror in writing such other information as Acquiror may reasonably request in writing for such purpose. Each Holder acknowledges and agrees that the information in the Selling Stockholder Questionnaire or request for further information as described in this **Section 7** will be used by Acquiror in the preparation of the Registration Statement and hereby consents to the inclusion of such information in the Registration Statement only to the extent that such inclusion is required under Regulation S-K and the requirements of the Registration Statement. Upon any disposal of Registrable Securities under the Registration Statement by a Holder, such Holder shall deliver to Acquiror a notice of transfer certifying such disposition and acknowledging compliance with the prospectus delivery requirements of the Securities Act in connection therewith.

8. ***Reporting***. Subject to **Section 2** of this Agreement, during the term of this Agreement, Acquiror shall use its commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of Acquiror under the Securities Act and the Exchange Act.

9. ***Delay of Registration***. No Holder shall have any right to take any action to restrain, enjoin, or otherwise delay any registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Agreement.

10. ***Existing Registration Statements***. Notwithstanding anything herein to the contrary and subject to applicable Law and regulation, Acquiror may satisfy any obligation hereunder to file a registration statement or to have a registration statement become effective by designating a registration statement that previously has been filed with the SEC or become effective, as the case may be, as the relevant registration statement for purposes of satisfying such obligation, and all references to any such obligation shall be construed accordingly; *provided*, that such previously filed registration statement may be, and is, amended or, subject to applicable securities laws, supplemented to add the number of Registrable Securities, and, to the extent necessary, to identify as selling stockholders the Holders pursuant to the terms of this Agreement. To the extent this Agreement refers to the filing or effectiveness of other Registration Statements, by or at a specified time and Acquiror has, in lieu of then filing such Registration Statements or having such Registration Statements become effective, designated a previously filed or effective registration statement as the relevant Registration Statement for such purposes, in accordance with the preceding sentence, such references shall be construed to refer to such designated Registration Statement, as amended or supplemented in the manner contemplated by the immediately preceding sentence.

11. ***Rule 144 Requirements***. With a view to making available to the Holders of Registrable Securities the benefits of Rule 144 and Rule 144A promulgated under the Securities Act and other rules and regulations of the SEC that may at any time permit a Holder to sell securities of Acquiror to the public without registration, Acquiror covenants that it will use its reasonable best efforts (a) to file in a timely manner all reports and other documents required, if any, to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted thereunder, (b) if it is not required to file such reports, make available information necessary to comply with Rule 144 and Rule 144A, if available with respect to resales of the Registrable Securities under the Securities Act, at all times, and (c) take such further action as any Holder or Holders of Registrable Securities may reasonably request, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144 and Rule 144A promulgated under the Securities Act (if available with respect to resales of the Registrable Securities), as such rules may be amended from time to time, or (ii) any other rules or regulations now existing or hereafter adopted by the SEC. Upon the request of any Holder, Acquiror will deliver to such Holder a written statement as to whether it has complied with the "current public information" requirements of Rule 144 and, if not, the specifics thereof.

12. ***Standstill***.

(a) As of the date of this Agreement, except as previously disclosed in writing to Acquiror, THL represents that neither it nor any of its Affiliates beneficially owns any shares of Acquiror Common Stock or other securities entitled to be voted generally in the election of the board of directors of Acquiror or any direct or indirect options or other rights to acquire, or securities or other instruments that are convertible into, any such securities (collectively, "**Securities**").

(b) Other than as set forth herein, during the period commencing on the date hereof and ending on the second anniversary of the Closing (the "**Standstill Period**"), THL will not, and will cause its Affiliates not to, directly or indirectly, singly or with any other person, unless invited in writing by the board of directors of Acquiror to take such action: (i) acquire beneficial ownership of any Securities, or make a tender, exchange or other offer to acquire any Securities that would result in THL owning, controlling or otherwise having any beneficial or other ownership interest of more than 9.9% of the then-outstanding Securities of Acquiror; (ii) with respect to Acquiror or its Securities, make, engage or in any way participate in, directly or indirectly, any "solicitation" (as such term is used in the proxy rules of the SEC) of proxies or consents (whether or not relating to the election or removal of directors), or seek to advise or influence any third Person with respect to the voting of any Securities; (iii) call or seek to have called any meeting of the stockholders of Acquiror, propose or nominate for election to the board of directors of Acquiror any Person or cause any of its Securities to be voted in favor of any Person whose nomination has not been approved by the board of directors of Acquiror; (iv) initiate, propose or otherwise "solicit" (as such term is used in the proxy rules of the SEC) stockholders of Acquiror for the approval of shareholder proposals made to Acquiror, whether made pursuant to Rule 14a-8 or Rule 14a-4 under the Exchange Act or otherwise, or cause or encourage or attempt to cause or encourage any other person to initiate any such shareholder proposal, regardless of its purpose; (v) deposit any Securities in a voting trust or subject any Securities to any arrangement or agreement with respect to the voting of such Securities; (vi) propose or publicly announce or otherwise publicly disclose an intent to engage in any form of business combination, acquisition, Change of Control transaction or similar transaction relating to Acquiror or any of its subsidiaries; (vii) (A) act in concert with others (including any of its Affiliates) to take any action in clauses (i) through (vi) above or to form a group with others with respect to any Securities or (B) enter into discussions, negotiations, arrangements or agreements with others (including any of its Affiliates) relating to the actions referred to in clauses (i) through (vi) above; or (viii) take any action which would reasonably be expected to require Acquiror to make a public announcement in respect of any matter contemplated by this **Section 12(b)**.

(c) Notwithstanding anything in **Section 12(b)** to the contrary, the restrictions set forth in **Section 12(a)** will not apply, solely to the extent necessary to facilitate a public or private offer by THL to enter into a Change of Control transaction, upon the earlier to occur of (i) the public announcement by Acquiror of its entry into a definitive agreement providing for a Change of Control and (ii) as long as THL has not violated **Section 12(b)** with respect to such third Person, the public announcement by a third Person of any tender, exchange or other offer or proposal the consummation of which would result in a Change of Control (an "***Acquisition Proposal***"); *provided, however*, that if any of the transactions referred to in clauses (i) or (ii) terminates and Acquiror has not made a public announcement of its intent to solicit or engage in a transaction (or has announced its decision to discontinue pursuing such a transaction) the consummation of which would result in a Change of Control, then the restrictions contained in **Section 12(b)** will again be applicable (for the avoidance of doubt prior to the second anniversary of the Closing and subject to the foregoing clauses (i) and (ii)). Nothing in this **Section 12** will preclude THL from submitting a confidential proposal to the Chairman of the board of directors of Acquiror for a potential Change of Control transaction as long as such confidential proposal is made in a manner that would not reasonably be expected to require Acquiror to make a public announcement regarding such confidential proposal.

(d) Notwithstanding anything in this **Section 12** to the contrary, nothing herein will preclude or restrict the Holder from entering into any hedging, derivative or other similar transactions with respect to the Registrable Securities held by the Holder, *provided that* such transaction does not result in violation of **Section 12(b)**.

13. ***Notices***. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be made and given in compliance with the provisions of Section 11.3 of the Merger Agreement.

14. ***Amendment of this Agreement***. Subject to the provisions of applicable Law, Acquiror and the Holders holding at least 85.0% of the Registrable Securities may amend this Agreement at any time pursuant to an instrument in writing signed on behalf of each of them.

15. ***Governing Law***. This Agreement, and all claims, causes of action (whether in contract, tort or statute) or other matter that may result from, arise out of, or be in connection or relating to this Agreement, or the negotiation, administration, performance and enforcement hereof (the "**Relevant Matters**"), shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of laws provision, rule or principle (whether of the State of Delaware or any other jurisdiction) that would result in the application of the laws of any other jurisdiction.

16. ***Jurisdiction***. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware in new Castle County, Delaware (or, in case the Court of Chancery does not have jurisdiction, any other court of the State of Delaware in New Castle County, Delaware or, in the case of a federal claim as to which federal courts have exclusive jurisdiction, the U.S. District Court for the District of Delaware) in connection with any Relevant Matter, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such Persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process. Each party agrees not to commence any legal proceedings related to any Relevant Matter except in such courts.

17. ***Waiver of Jury Trial***. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELEVANT MATTER.

18. ***Entire Agreement***. This Agreement and the documents and instruments and other agreements specifically referred to herein, including the Merger Agreement, or delivered pursuant hereto (a) constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof, and (b) are not intended to confer, and shall not be construed as conferring, upon any person other than the parties hereto any rights or remedies hereunder.

19. ***Severability***. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably to effect the intent of the parties hereto. The parties hereto shall use all reasonable efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

20. ***Successors and Assigns***. Subject to the provisions of **Section 6** the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and permitted assigns of the parties hereto.

21. ***Specific Performance and Other Remedies***.

(a) The parties to this Agreement agree that, in the event of any breach or threatened breach by the other party or parties hereto, or any Holder of any covenant, obligation or other agreement set forth in this Agreement or any Related Agreement, as the case may be, (i) each party shall be entitled, without any proof of actual damages (and in addition to any other remedy that may be available to it), to an Order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other agreement and an injunction preventing or restraining such breach or threatened breach, and (ii) no party hereto shall be required to provide or post any bond or other security or collateral in connection with any such Order or injunction or in connection with any related action or legal proceeding.

(b) Any and all remedies herein expressly conferred herein upon a party hereto shall be deemed to be cumulative with, and not exclusive of, any other remedy conferred hereby, or by law or in equity upon such party, and the exercise by a party hereto of any one remedy will not preclude the exercise of any other remedy.

22. ***Rules of Construction***. The parties hereto have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore, hereby waive, with respect to this Agreement, each Schedule and each Exhibit attached hereto, the application of any Law or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

23. ***Counterparts***. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in PDF format shall be sufficient to bind the parties to the terms and conditions of this Agreement.

24. ***Termination***. This Agreement shall terminate and cease to be of any force and effect upon the earliest of (i) termination of the Merger Agreement and (ii) the first date after the second anniversary of this Agreement on which all restrictive legends on all of the Registrable Securities hereunder have been removed and all Registrable Securities held by all Holders may be freely sold under Rule 144 of the Securities Act without any limitation as to volume or manner of sale under applicable Law. For clarity, the obligations under **Sections 12** through this **Section 24** will survive any termination of this Agreement.

[Remainder of Page Intentionally Left Blank]

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

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ Ford Tamer

Name: Ford Tamer

Title: Chief Executive Officer

THL AMI AGGREGATOR, LP

By: /s/ James Carlisle
Name: James Carlisle
Title: Authorized Officer

Annex A

QUESTIONNAIRE

1. **Name**

(a) Full Legal Name of Selling Stockholder:

____

(b) Full Legal Name of Holder (if not the same as (a) above) through which Registrable Securities Listed in Item 3 below are held:

____

(c) Full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by this Notice and Questionnaire):

____

2. Address for Notices to Selling Stockholder.

____

____

____

Telephone: ______________________________________

Contact Person: ___________________________________

Email address of Contact Person: _______________________

3. Beneficial Ownership of Registrable Securities.

(a) Type and Number of Registrable Securities beneficially owned:

____

____

____

(b) Number of shares of Acquiror Shares to be registered pursuant to this Notice and Questionnaire for resale:

____

____

(c) Broker instructions for delivery of the shares via DWAC, including DTC number:

____

4. Broker-Dealer Status.

(a) Are you a broker-dealer?

Yes _____ No _____

(b) If "yes" to Section 4(a), did you receive your Registrable Securities as compensation for investment banking services to Acquiror?

Yes _____ No _____

Note: If no, the SEC's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer?

Yes _____ No _____

Note: If yes, provide a narrative explanation below:

____

____

____

(d) If you are an affiliate of a broker-dealer, do you certify that you bought the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes _____ No _____

Note: If no, the SEC's staff has indicated that you should be identified as an underwriter in the Registration Statement.

5. Beneficial Ownership of Other Securities of Acquiror Owned by the Selling Stockholder. Except as set forth below in this Item 5, the undersigned is not the beneficial or registered owner of any securities of Acquiror other than the Registrable Securities listed above in Item 3.

Type and amount of other securities beneficially owned:

____

____

____

6. Relationships with Acquiror. Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with Acquiror (or its predecessors or affiliates) during the past three years.

State any exceptions here:

____

____

The undersigned agrees to promptly notify Acquiror of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof and prior to the effective date of any applicable Registration Statement. All notices hereunder and pursuant to the Registration Rights Agreement shall be made in writing by e-mail at the respective party's e-mail address set forth in this Notice and Questionnaire or the signature page hereto or in accordance with Section 12 of the Registration Rights Agreement. In the absence of any such notification, Acquiror shall be entitled to continue to rely on the accuracy of the information in this Notice and Questionnaire.

By signing below, the undersigned agrees to comply with and be bound by all terms, conditions and covenants of the Registration Rights Agreement applicable to the Holders, as if the undersigned were an original party thereto.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items (1) through (6) above and the inclusion of such information in the Registration Statement and the prospectus only to the extent that such inclusion is required under Regulation S-K and the requirements of the Registration Statement. The undersigned understands that such information will be relied upon by Acquiror in connection with the preparation or amendment of any such Registration Statement and the prospectus.

By signing below, the undersigned acknowledges that it understands its obligation to comply, and agrees that it will comply, with the provisions of the Exchange Act and the rules and regulations thereunder, particularly Regulation M in connection with any offering of Registrable Securities pursuant to the Registration Statement. The undersigned also acknowledges that it understands that the answers to this Notice and Questionnaire are furnished for use in connection with Registration Statements filed pursuant to the Registration Rights Agreement and any amendments or supplements thereto filed with the SEC pursuant to the Securities Act.

I confirm that, to the best of my knowledge and belief, the foregoing statements (including the answers to this Notice and Questionnaire) are correct.

[Signature Page Follows]

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

[____________________]

By:
Name:
Title:
Dated: [____________________]

PLEASE EMAIL A .PDF COPY OF THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE TO: [ ]

Exhibit 10.4

CERTAIN INFORMATION IN THIS DOCUMENT, MARKED BY [***], HAS BEEN EXCLUDED PURSUANT TO REGULATION S-K, ITEM *601(b)(10)(iv)*. SUCH EXCLUDED INFORMATION IS NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

WELLS FARGO SECURITIES, LLC
WELLS FARGO BANK, NATIONAL ASSOCIATION
550 South Tryon Street
Charlotte, North Carolina 28202

MORGAN STANLEY SENIOR FUNDING, INC.
1585 Broadway
New York, New York 10036

CONFIDENTIAL

May 4, 2026

Lattice Semiconductor Corporation
5555 N.E. Moore Court
Hillsboro, Oregon 97124
Attention: Lorenzo Flores, Chief Financial Officer

Project Alta Commitment Letter
$950 Million Senior Secured 364-Day Bridge Loan Facility
$200 Million Senior Secured Revolving Backstop Facility

Ladies and Gentlemen:

Lattice Semiconductor Corporation, a Delaware corporation (the "***Borrower***" or "***you***"), has advised Wells Fargo Securities, LLC ("***Wells Fargo Securities***"), Wells Fargo Bank, National Association ("***Wells Fargo Bank***", and together with Wells Fargo Securities or any of its designated affiliates, "***Wells Fargo***"), and Morgan Stanley Senior Funding, Inc. (together with its designated affiliates, "***MSSFI***" and together with Wells Fargo, each a "***Commitment Party***" and, collectively, the "***Commitment Parties***", "***we***" or "***us***") that you intend to acquire (the "***Acquisition***") 100% of the equity interests of AMI TopCo, Inc., a Delaware corporation (the "***Acquired Company***"), owned by the Securityholders (as defined in the Purchase Agreement (as defined below)), from the Securityholders (collectively, the "***Seller***") pursuant to that certain Agreement and Plan of Merger and Reorganization (together with all exhibits, schedules and annexes thereto, the "***Purchase Agreement***"), dated as of the date hereof, by and among the Borrower, Alta Merger Sub I, Inc., Alta Merger Sub II, LLC, the Acquired Company and THL AMI Aggregator, LP, as Securityholder Representative, and, in connection therewith, refinance certain existing indebtedness of the Acquired Company and its subsidiaries (the "***Refinancing***"). The Borrower and its subsidiaries, the Seller and the Acquired Company and its subsidiaries are hereinafter referred to collectively as the "***Relevant Entities***". Capitalized terms used but not defined herein having the meaning assigned to such term in the Summary of Principal Terms attached hereto as ***Exhibit A*** (the "***Summary of Terms***"). This letter, including the Summary of Terms and the Conditions Exhibit (as defined below), is hereinafter referred to as this "***Commitment Letter***").

You have also advised us that in connection with the Acquisition:

(a) you intend to finance the Acquisition and costs and expenses related to the Transactions (as defined below) from the following sources: (i) cash on hand and (ii) (x) borrowings by the Borrower under a senior secured term loan facility (the "***Permanent Financing***"), which shall generate proceeds of not less than $950 million and/or (y) in lieu, in whole or in part, of the Permanent Financing, borrowings under a 364-day senior secured bridge loan facility having the terms set forth in the Summary of Terms (the "***Senior Secured Bridge Facility***") in an aggregate principal amount of up to $950 million;

(b) that certain Amended and Restated Credit Agreement dated as of September 1, 2022 by and among the Borrower, the lenders party thereto and Wells Fargo Bank, as administrative agent (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "***Existing Credit Agreement***"), shall be amended, or a replacement revolving credit facility for the Revolving Credit Facility (as defined in the Existing Credit Agreement) set forth in the Existing Credit Agreement shall be executed, to make such changes as are reasonably necessary to permit the Senior Secured Bridge Facility on the terms set forth in the Summary of Terms and the Acquisition (the "***Existing Credit Agreement Amendment***"); and

(c) if the Existing Credit Agreement Amendment cannot be completed on or prior to the Closing Date, you intend to enter into a senior secured revolving credit facility (on the same terms and conditions as the Existing Credit Agreement with such modifications described in clause (b) above) in an aggregate principal amount of $200 million to refinance in full the outstanding loans and unfunded Revolving Credit Commitment (as defined in the Existing Credit Agreement) (the facility described in this clause (c), the "***Backstop Facility***" and, together with the Senior Secured Bridge Facility, the "***Senior Credit Facilities***").

The Acquisition, the Refinancing, the other transactions described above and the payment of fees, commissions and expenses in connection with the foregoing are collectively referred to as the "***Transactions***". The "***Closing Date***" shall be the date on which the Acquisition is consummated.

In connection with the foregoing, you have requested that (a) Wells Fargo Bank and Morgan Stanley Senior Funding, Inc. (on behalf of itself and its affiliates) (together, the "***Initial Lenders***") commit to provide the Senior Secured Bridge Facility and, if applicable, the Backstop Facility, and (b) the Lead Arrangers (as defined below) use their commercially reasonable efforts to structure and arrange approval of the Existing Credit Agreement Amendment, in each case, upon the terms set forth in this Commitment Letter. Upon the terms set forth herein, the Initial Lenders are pleased to advise you of their several, but not joint, commitment to provide the principal amount of the Senior Secured Bridge Facility and, solely in the event an Existing Credit Agreement Amendment does not become effective on or prior to the Closing Date, the Backstop Facility, in each case as set forth opposite such Initial Lender's name in ***Schedule 1*** hereto; <u>provided</u> that the commitments of the Commitment Parties to fund the Senior Secured Bridge Facility and, if applicable, the Backstop Facility are subject solely to the satisfaction or waiver of the conditions expressly set forth in ***Exhibit B*** (the "***Conditions Exhibit***") of this Commitment Letter; <u>provided</u>, <u>further</u>, that any event occurring after the date hereof and prior to the Closing Date that would result in a commitment reduction with respect to the Senior Secured Bridge Facility as set forth in the Summary of Terms under the Section titled "Mandatory Prepayments and Commitment

Reductions" shall reduce the aggregate principal amount of the Senior Secured Bridge Facility (and the Initial Lenders' commitment with respect to the Senior Secured Bridge Facility ratably among the Initial Lenders) on a dollar-for-dollar basis (and you agree to give us prompt written notice of the occurrence of any such reduction, together with a reasonably detailed calculation of the amount thereof). Notwithstanding anything to the contrary herein, the Initial Lenders' commitment to the Backstop Facility shall automatically terminate upon the effectiveness of an Existing Credit Agreement Amendment.

Wells Fargo Securities, acting alone or through or with affiliates selected by it, and MSSFI are pleased to advise you of their willingness, to act as joint lead arrangers and joint bookrunners (in such capacities, the "***Lead Arrangers***") for the Senior Secured Bridge Facility and, if the Existing Credit Agreement Amendment is not obtained, the Backstop Facility and Wells Fargo Bank has agreed to act as the sole administrative agent (in such capacity, the "***Administrative Agent***") for the Senior Credit Facilities. You hereby agree that, effective upon your acceptance of this Commitment Letter and continuing through the Syndication Date (as defined below), you and your subsidiaries shall not solicit any other bank, investment bank, financial institution, person or entity to provide, structure, arrange or syndicate or otherwise issue any debt securities or credit facilities (other than (1) the Senior Secured Bridge Facility, (2) an Existing Credit Agreement Amendment, (3) the Permanent Financing, (4) intracompany indebtedness of you and your subsidiaries, (5) other indebtedness that is reasonably agreed to by you and us to remain outstanding following the Closing Date and (6) indebtedness incurred in the ordinary course of business, including, without limitation, purchase money indebtedness and equipment financings, deferred purchase price obligations, capital leases, letter of credit facilities, working capital or liquidity facilities, draft protection, hedging and cash management obligations, trade or customer financing) if such issuance, offering, placement or arrangement could reasonably be expected to materially impair the primary syndication of the Senior Secured Bridge Facility, the Existing Credit Agreement Amendment or, if applicable, the Backstop Facility, as reasonably determined by the Lead Arrangers. For the avoidance of doubt, there will be no conditions (implied or otherwise) under the Facility Documentation to the funding of the Senior Secured Bridge Facility and, if applicable, the Backstop Facility, on the Closing Date, including, without limitation, compliance with the terms of this Commitment Letter, the Fee Letters or the Facility Documentation, other than those that are expressly stated in the Conditions Exhibit.

The commitments and other obligations hereunder of the Commitment Parties shall be several and not joint. The Commitment Parties agree that, notwithstanding their right to syndicate the Senior Secured Bridge Facility and the Backstop Facility and obtain commitments with respect thereto, unless you and we otherwise agree in writing, we shall retain exclusive control over all rights with respect to the Senior Secured Bridge Facility and the Backstop Facility, including all rights to consent, approve amendments to or modifications of the Purchase Agreement or any document related thereto and approval of the Facility Documentation, until the Closing Date has occurred.

You agree that Wells Fargo Securities will have "left side" designation and shall appear on the top left of any Information Materials (as defined below) and all other offering or marketing materials in respect of the Senior Secured Bridge Facility and the Backstop Facility.

Notwithstanding anything in this Commitment Letter, the Fee Letters, the Facility Documentation or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary, (a) the terms of the Facility Documentation shall be in a form such that they do not impair the availability of the loans under the Senior Credit Facilities on the Closing Date if the conditions set forth in the Conditions Exhibit are satisfied or waived by the Commitment Parties, it being understood and agreed that to the extent any security interest in the intended Collateral (other than (x) any Collateral the security interest in which may be perfected by the filing of a UCC financing statement, (y) the delivery of certificates evidencing equity interests if any, of any material U.S. subsidiaries of the Borrower constituting Collateral (provided that, certificates evidencing equity interests of the Acquired Company and its subsidiaries, to the extent required to be pledged pursuant to the terms of the Facility Documentation, will only be required to be delivered on the Closing Date to the extent received by you at least one (1) business day prior to the Closing Date, it being acknowledged and agreed that any certificates not delivered on the Closing Date shall be required to be delivered pursuant to customary arrangements and timing to be agreed with the Administrative Agent (and in any event no later than five (5) business days after the Closing Date with respect to the equity certificate for AMI US Holdings Inc.)) and (z) the filing of short-form security agreements with the United States Patent and Trademark Office or the United States Copyright Office, as applicable) is not provided on the Closing Date after your use of commercially reasonable efforts to do so, the provision of such perfected security interest(s) in such Collateral shall not constitute a condition precedent to the availability of the Senior Credit Facilities on the Closing Date but shall be required to be delivered no later than ninety (90) days after the Closing Date (or such longer period as the Administrative Agent may agree) pursuant to arrangements to be mutually agreed; and (b) the only representations and warranties of the Borrower in the Facility Documentation the accuracy of which shall be a condition to the availability of the Senior Secured Bridge Facility and, if applicable, the Backstop Facility, on the Closing Date shall be (i) the representations made by the Seller or with respect to or by the Acquired Company in the Purchase Agreement as are material to the interests of the Lenders, but only to the extent that you or your subsidiaries have the right (taking into account applicable notice or cure provisions) to terminate your or their obligations under the Purchase Agreement, or to decline to consummate the Acquisition pursuant to the Purchase Agreement, as a result of a breach of such representations in the Purchase Agreement (the "***Specified Purchase Agreement Representations***") and (ii) the Specified Representations (as hereinafter defined). For purposes hereof, "***Specified Representations***" means the representations and warranties relating to corporate existence and power of the Borrower and the Guarantors party to the Facility Documentation (as defined below) on the Closing Date; due authorization, power and authority (as to the execution, delivery and performance of the Facility Documentation), and execution, delivery and enforceability of the Facility Documentation, in each case with respect to the Borrower and the Guarantors party to the Facility Documentation on the Closing Date; no conflicts with or consents under the organizational documents of the Borrower or the Guarantors party thereto, in each case as to the execution, delivery and performance of the Facility Documentation; solvency of the Borrower and its subsidiaries, taken as a whole, as of the Closing Date (after giving effect to the Transactions) (as determined in a manner consistent with the solvency certificate in the form set forth in ***Exhibit C***); Federal Reserve margin regulations; the use of proceeds of the Senior Secured Bridge Facility and the Backstop Facility not violating the U.S.A. Patriot Act, sanctions, anti-money laundering laws and anti-corruption laws (including OFAC and FCPA); the Investment Company Act; beneficial ownership regulations and, subject to the proviso in clause (a) above, the creation, validity and perfection of the security interests granted in the intended Collateral. This paragraph, and the provisions herein, shall be referred to as the "***Certain Funds Provision***".

The Lead Arrangers reserve the right, prior to and/or after the execution of definitive documentation for the Senior Secured Bridge Facility, the Existing Credit Agreement Amendment and, if applicable, the Backstop Facility (collectively, the "***Facility Documentation***") to syndicate all or a portion of the Initial Lenders' commitments with respect to the Senior Credit Facilities to a group of banks, financial institutions and other institutional lenders (together with the Initial Lenders, the "***Lenders***") identified by us in consultation with you and acceptable to you with respect to both the identity of such Lender and the amount of such Lender's commitments (such acceptance not to be unreasonably withheld or delayed). You agree to actively assist, and to use your commercially reasonable efforts (to the extent not in contravention of the Purchase Agreement) to cause the Seller and the Acquired Company to actively assist, the Lead Arrangers in achieving approval for an Existing Credit Agreement Amendment and syndication of the Senior Secured Bridge Facility and, if applicable, the Backstop Facility that is satisfactory to the Lead Arrangers and you until the earlier of (a) 60 days following the Closing Date and (b) a successful syndication of the Senior Secured Bridge Facility and, if applicable, the Backstop Facility is achieved as mutually determined by the Lead Arrangers and you (such earlier date, the "***Syndication Date***"). Such assistance shall include your (i) providing and using your commercially reasonable efforts to cause your advisors to provide the Commitment Parties and the other Lenders upon request with all information deemed reasonably necessary by the Commitment Parties to complete syndication, including, but not limited to, information and evaluations prepared by you, the Seller, the Acquired Company and your and its advisors, or on your or its behalf, relating to the Transactions (including the Projections (as hereinafter defined), the

"***Information***"), (ii) assisting in the preparation of Information Memoranda and other materials to be used in connection with the arrangement of an Existing Credit Agreement Amendment, the syndication of the Senior Secured Bridge Facility and, if applicable, the syndication of the Backstop Facility (collectively with the Summary of Terms and any additional summary of terms prepared for distribution to Public Lenders (as hereinafter defined), the "***Information Materials***"), (iii) using your reasonable best efforts to ensure that the syndication efforts of the Lead Arrangers benefit materially from your existing banking relationships, (iv) [reserved], and (v) otherwise assisting the Lead Arrangers in their syndication efforts, including by making your officers and advisors and, to the extent not in contravention of the Purchase Agreement, senior management of the Acquired Company available from time to time to attend and make presentations regarding the business and prospects of the Borrower after giving effect to the Transactions, as appropriate, at one or more meetings of prospective Lenders. Notwithstanding our right to arrange an Existing Credit Agreement Amendment and to syndicate the Senior Secured Bridge Facility and, if applicable, the Backstop Facility, or anything to the contrary contained in this Commitment Letter, the Fee Letters or any other letter agreement or undertaking concerning the financing of the Transactions to the contrary (other than as set forth in the Summary of Terms under the Section titled "Mandatory Prepayments and Commitment Reductions"), none of the obtaining of the public ratings referenced above or the compliance with any of the other provisions in this paragraph, including in any of clauses (i) through (v) above, shall constitute a condition to the commitments hereunder or the funding of the Senior Secured Bridge Facility and, if applicable, the Backstop Facility on the Closing Date, and no Commitment Party shall be relieved, released or novated from any portion of its obligations or commitments hereunder (including its obligation to fund the Senior Secured Bridge Facility and, if applicable, the Backstop Facility) in connection with the syndication, assignment, participation or other transfer of the Senior Secured Bridge Facility or the Backstop Facility until after the funding of the Senior Secured Bridge Facility and, if applicable, the Backstop Facility on the Closing Date and no such syndication, assignment, participation or other transfer shall become effective with respect to all or any portion of the Commitment Party's commitments in respect of the Senior Secured Bridge Facility or the Backstop Facility until after the initial funding of the Senior Secured Bridge Facility and, if applicable, the Backstop Facility on the Closing Date shall have occurred.

It is understood and agreed that the Lead Arrangers will manage and control all aspects of the syndication in consultation with you, including decisions as to the selection of prospective Lenders and any titles offered to proposed Lenders, when commitments will be accepted and the final allocations of the commitments among the Lenders; provided that the determinations as to the timing of all offers to prospective Lenders, the selection of Lenders, any title of agent or similar designations or roles awarded to any Lender, the acceptance and final allocation of commitments and the amounts offered and the compensation provided to each Lender from the amounts to be paid to the Lead Arrangers pursuant to the terms of this Commitment Letter and the Arranger Fee Letter (as defined below) shall be made jointly by the Lead Arrangers and the Borrower in accordance with the syndication plan for an Existing Credit Agreement Amendment, the Senior Secured Bridge Facility and, if applicable, the Backstop Facility agreed to by Wells Fargo and the Borrower prior to the date hereof, as it may be amended after the date hereof as agreed by the Lead Arrangers and the Borrower. It is understood that no Lender participating in an Existing Credit Agreement Amendment, the Senior Secured Bridge Facility or, if applicable, the Backstop Facility will receive compensation from you in order to obtain its commitment, except on the terms contained herein, in the Fee Letters and in the Summary of Terms. It is also understood and agreed that the amount and distribution of the fees among the Lenders will be at the sole and absolute discretion of the Commitment Parties.

We reserve the right to employ the services of one or more of our affiliates in providing services contemplated by this Commitment Letter and to allocate, in whole or in part, to such affiliates certain fees payable to us in such manner as we and our affiliates may agree. You acknowledge that we may share with any of our affiliates, and such affiliates may share with us, any information related to the Transactions, you and your subsidiaries, the Seller or the Acquired Company or its subsidiaries or any of the matters contemplated hereby in connection with the Transactions, in each case on a confidential basis.

You represent, warrant and covenant (to your knowledge with respect to any information or projections related to or provided by the Seller or the Acquired Company or any of its subsidiaries or representatives (or on their behalf) prior to the Closing Date) that (a) all financial projections concerning the Borrower, the Acquired Company and your and its respective subsidiaries that have been or are hereafter made available to any Commitment Party or any Lender by you or any of your representatives (or on your or their behalf) (the "***Projections***") have been or will be prepared in good faith based upon assumptions believed by the Borrower to be reasonable at the time such Projections are prepared (it being understood that the Projections (i) are as to future events and are not to be viewed as facts and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results, and (ii) are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular Projections will be realized and variances from the Projections may be material) and (b) all written Information (other than Projections and other than information of a general economic, forward-looking or industry-specific nature), which has been or is hereafter made available to any Commitment Party or any Lender by you or any of your representatives (or, at your direction, on your or their behalf) or by the Seller or the Acquired Company or any of their respective subsidiaries or representatives (or on their behalf) in connection with any aspect of the Transactions, as and when furnished (when taken as a whole and after giving effect to all supplements and updates thereto and taken together with your filings with the Securities and Exchange Commission), is and will be complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading in light of the circumstances under which such statements are made; *provided* that, with respect to any Information related to the Acquired Company and its subsidiaries prior to the Closing Date, the foregoing representation, warrant and covenant is made only to your knowledge. You agree to furnish us with further and supplemental information from time to time until the later of the Closing Date and the Syndication Date so that the representation, warranty and covenant in the immediately preceding sentence are correct on the Closing Date and on the Syndication Date as if the Information were being furnished, and such representation, warranty and covenant were being made, on such date. In issuing this commitment and in arranging an Existing Credit Agreement Amendment and arranging and syndicating the Senior Secured Bridge Facility and, if applicable, the Backstop Facility, the Commitment Parties are and will be using and relying on the Information without independent verification thereof (and the Commitment Parties do not take responsibility for the accuracy or completeness of the Information). Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letters, none of the making of any representation, warranty or covenant under this paragraph, the provision or any supplement thereto, or the accuracy of any such representation, warranty, covenant or supplement shall constitute a condition precedent to the availability and/or initial funding of the Senior Secured Bridge Facility and, if applicable, the Backstop Facility on the Closing Date.

You acknowledge that (a) the Commitment Parties on your behalf will make available Information Materials to the proposed syndicate of Lenders by posting the Information Materials on IntraLinks, SyndTrak or another similar electronic system and (b) certain prospective Lenders (such Lenders, "***Public Lenders***"; all other Lenders, "***Private Lenders***") may have personnel that do not wish to receive material non-public information (within the meaning of the United States federal securities laws, "***MNPI***") with respect to the Relevant Entities, their respective affiliates or any other entity, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such entities' securities. If requested, you will assist us in preparing an additional version of the Information Materials not containing MNPI (the "***Public Information Materials***") to be distributed to prospective Public Lenders.

Before distribution of any Information Materials (a) to prospective Private Lenders, you shall provide us with a customary letter authorizing the dissemination of the Information Materials and (b) to prospective Public Lenders, you shall provide us with a customary letter authorizing the dissemination of the Public Information Materials and confirming the absence of MNPI therefrom. In addition, at our request, you shall identify Public Information Materials by clearly and conspicuously marking the same as "PUBLIC". You hereby authorize the Lead Arrangers to download copies of the

Borrower's trademark logos from its website and post copies thereof on the SyndTrak site or similar workspace established by the Lead Arrangers to syndicate the Senior Credit Facilities and use the logos on any customary confidential information memoranda, presentations and other marketing materials prepared in connection with the syndication of the Senior Credit Facilities or in any customary advertisements that we may place after the Closing Date in financial and other newspapers, journals, the World Wide Web, home page or otherwise, at our own expense describing its services to the Borrower hereunder.

You agree that the Commitment Parties on your behalf may distribute the following documents to all prospective Lenders, unless you advise us in writing (including by email) within a reasonable time prior to their intended distributions that such material should only be distributed to prospective Private Lenders: (a) administrative materials for prospective Lenders such as lender meeting invitations and funding and closing memoranda, (b) notifications of changes to the terms of the Existing Credit Agreement Amendment, the Senior Secured Bridge Facility and/or, if applicable, the Backstop Facility and (c) other materials intended for prospective Lenders after the initial distribution of the Information Materials, including drafts and final versions of definitive documents with respect to the Existing Credit Agreement Amendment, the Senior Secured Bridge Facility and, if applicable, the Backstop Facility. If you advise us that any of the foregoing items should be distributed only to Private Lenders, then we will not distribute such materials to Public Lenders without further discussions with you.

By executing this Commitment Letter, you agree to reimburse the Commitment Parties from time to time within 10 business days of written demand therefor, for all reasonable and documented out-of-pocket fees and expenses (including, but not limited to, (a) the reasonable and documented fees, disbursements and other charges of McGuireWoods LLP, as counsel to Wells Fargo Securities and the Administrative Agent, and, if necessary, of a single firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for all the Commitment Parties and their affiliates, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Commitment Party affected by such conflict notifies you of the existence of such conflict and thereafter retains its own counsel, of another firm of counsel for the affected Commitment Parties similarly situated (and, if necessary, one additional firm of local counsel in each appropriate jurisdiction)) and (b) due diligence expenses) incurred in connection with the Existing Credit Agreement Amendment, the Senior Secured Bridge Facility and, if applicable, the Backstop Facility, the syndication thereof and the preparation of the definitive documentation therefor and the preparation of the Commitment Documents (as defined below) and with any other aspect of the Transactions and any similar transaction and any of the other transactions contemplated thereby. You acknowledge that we may receive a benefit, including without limitation, a discount, credit or other accommodation, from any of such counsel based on the fees such counsel may receive on account of their relationship with us including, without limitation, fees paid pursuant hereto.

You agree to indemnify and hold harmless each Commitment Party, each Lead Arranger, each Lender and each of their respective affiliates and each of their and their respective affiliates' officers, directors, employees, partners, agents, advisors and other representatives and each of their respective heirs, successors and assigns (each, an "***Indemnified Party***") from and against (and will reimburse each Indemnified Party as the same are incurred for) any and all actions, suits, losses, claims, damages, penalties, liabilities and expenses of any kind or nature (including legal expenses), joint or several, to which such Indemnified Party may become subject or that may be incurred by or asserted or awarded against such Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (a) any matters contemplated by this Commitment Letter, the Transactions and any of the other transactions contemplated thereby or any related transaction (including, without limitation, the execution and delivery of the Commitment Documents and the Facility Documentation and the closing of the Transactions) or (b) the use of the proceeds of the Senior Credit Facilities, and will reimburse each Indemnified Party for all reasonable and documented out-of-pocket expenses (including reasonable and documented attorneys' fees, expenses and charges (but limited, in the case of legal fees and expenses to the reasonable fees, expenses and charges of one counsel to the Indemnified Parties (taken as a whole) and, if reasonably necessary, a single local counsel for all Indemnified Parties (taken as a whole) in each jurisdiction and with respect to each relevant specialty, and in the case of an actual or perceived conflict of interest, one additional primary counsel or one additional counsel in each jurisdiction or relevant specialty as the case may be, to the affected Indemnified Parties similarly situated and taken as a whole)) on demand as they are incurred in connection with any of the foregoing; provided that no Indemnified Party will have any right to indemnification for any of the foregoing to the extent resulting from (i) the gross negligence or willful misconduct of such Indemnified Party or any Related Indemnified Persons (as defined below) of such Indemnified Party, in each case as determined by a court of competent jurisdiction in a final non-appealable judgment, (ii) a claim brought by you against an Indemnified Party for material breach of the obligations of such Indemnified Party under this Commitment Letter as determined by a court of competent jurisdiction in a final non-appealable judgment, (iii) any dispute solely among Indemnified Parties, other than any claims against any Indemnified Party in its respective capacity or in fulfilling its role as an administrative agent or arranger or any similar role hereunder or under the Existing Credit Agreement, and other than any claims arising out of any act or omission on the part of you or your subsidiaries or affiliates or (iv) any agreement governing any settlement effected without your prior written consent (such consent not to be unreasonably withheld or delayed (provided, that notwithstanding the foregoing, if at any time an Indemnified Party shall have requested in accordance with this provision that you reimburse such Indemnified Party for legal or other expenses in connection with investigating, responding to or defending any such investigation, litigation or proceeding and such person is entitled to such reimbursement, you shall be liable for any settlement of any such investigation, litigation or proceeding effected without your written consent if (x) such settlement is entered into more than 30 days after receipt by you of such request for reimbursement and (y) you shall not, by the end of such 30 day period, have reimbursed such Indemnified Party in accordance with such request prior to the date of such settlement)). In the case of an investigation, litigation or proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by you, your equity-holders or creditors or an Indemnified Party, whether or not an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. You shall not, without the prior written consent of each Indemnified Party affected thereby, settle any threatened or pending claim or action that would give rise to the right of any Indemnified Party to claim indemnification hereunder unless such settlement (x) includes a full and unconditional release of all liabilities arising out of such claim or action against such Indemnified Party, (y) does not include any statement as to or an admission of fault, culpability or failure to act by or on behalf of such Indemnified Party and (z) requires no action on the part of the Indemnified Party other than its consent. For the purposes hereof, "***Related Indemnified Person***" means as to each Indemnified Party or Commitment Party Related Party (as defined below), (1) any controlling person or controlled affiliate of such Indemnified Party or such Commitment Party Related Party and (2) the respective directors, officers, employees and agents of such Indemnified Party or such Commitment Party Related Party or any of its controlling persons or controlled affiliates, in the case of this clause (2), acting at the instructions of such Indemnified Party or such Commitment Party Related Party; provided that each reference to a controlled affiliate or controlling person in this definition pertains to a controlled affiliate or controlling person involved in the performance of the Indemnified Party's or such Commitment Party Related Party's obligations under this Commitment Letter.

Without limiting the generality of the immediately preceding paragraph, you also agree that each Commitment Party, each Lead Arranger, each Lender and each of their respective affiliates and each of their and their respective affiliates' officers, directors, employees, partners, agents, advisors and other representatives and each of their respective heirs, successors and assigns (such persons, collectively, the "***Commitment Party Related Parties***") shall not have any liability (whether direct or indirect, in contract or tort, or otherwise) to you or your affiliates or to your or their respective equity holders or creditors arising out of, related to or in connection with any aspect of the transactions contemplated hereby, except to the extent such liability to you is determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Commitment Party Related Party or any Related Indemnified Persons of such Commitment Party Related Party. Neither you nor any Commitment Party Related Party will be liable for any indirect, consequential, special or punitive damages in connection with this Commitment Letter, the Fee Letters, the Facility Documentation or any other element of the Transactions; provided that nothing in this sentence shall limit your indemnity and reimbursement obligations to the extent that such indirect, consequential, special or punitive damages are included in any claim by a third party unaffiliated with a Commitment Party with respect to which the applicable Indemnified Party is entitled to indemnification hereunder. No Commitment Party Related Party will be liable to you, your affiliates or any other person for any damages arising from the use by others of Informational Materials or other materials obtained through electronic telecommunications or other information transmission systems, except to the extent that your damages are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Commitment Party Related Party or any Related Indemnified Persons of such Commitment Party Related Party.

This (a) Commitment Letter, (b) that certain arranger fee letter among you and the Commitment Parties of even date herewith (as may be amended, restated, supplemented or otherwise modified from time to time, the "***Arranger Fee Letter***") and (c) that certain agent fee letter among you, Wells Fargo Securities and Wells Fargo Bank (as may be amended, restated, supplemented or otherwise modified from time to time, the "***Agent Fee Letter***" and, together with the Arranger Fee Letter, the "***Fee Letters***"; the Fee Letters together with the Commitment Letter, the "***Commitment Documents***"), and the existence and contents hereof and thereof shall be confidential and may not be disclosed, directly or indirectly, by you in whole or in part to any person without our prior written consent, except for (i) the disclosure of the Commitment Documents on a confidential basis to your directors, officers, employees, accountants, attorneys and other professional advisors who have been advised of their obligation to maintain the confidentiality of the Commitment Documents for the purpose of evaluating, negotiating or entering into the Transactions, (ii) the disclosure of the Commitment Documents as required by law, order of any court or administrative agency in any pending legal or administrative proceeding, or other compulsory process (in which case, you agree, to the extent permitted by law, to inform us promptly in advance thereof), (iii) the disclosure of this Commitment Letter, but not the Fee Letters, in any required filings with the Securities and Exchange Commission and other applicable regulatory authorities and stock exchanges (provided that any information relating to pricing, fees and expenses has been redacted in a manner reasonably acceptable to us), (iv) the disclosure of the Commitment Documents on a confidential basis to the board of directors, officers, employees and advisors of the Seller and the Acquired Company in connection with its consideration of the Acquisition (provided that any information relating to pricing, fees and expenses has been redacted in a manner reasonably acceptable to us). In connection with any disclosure by you to any third party as set forth above (except as set forth in clauses (ii) and (iii) above), you shall notify such third party of the confidential nature of the Commitment Documents and agree to be responsible for any failure by any third party to whom you disclosed the Commitment Documents or any portion thereof to maintain the confidentiality of the Commitment Documents or any portion thereof. For the avoidance of doubt, nothing in this Commitment Letter prohibits any individual from communicating or disclosing information regarding suspected violations of laws, rules, or regulations to a governmental, regulatory, or self-regulatory authority without any notification to any person.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "***Act***") and the requirements of 31 C.F.R. § 1010.230 (the "***Beneficial Ownership Regulation***"), each of us and each Lender is required to obtain, verify and record information that identifies you, which information includes your name and address and other information that will allow the Commitment Parties or such Lender, as applicable, to identify you in accordance with the Act. This notice is given in accordance with the requirements of the Act and is effective for each of us and the prospective Lenders.

Each Commitment Party shall use all confidential information provided to them by or on behalf of you hereunder solely for the purpose of providing the services which are the subject of this Commitment Letter and otherwise in connection with the Transactions and shall treat all such information as confidential; provided that nothing herein shall prevent any Commitment Party or its respective affiliates from disclosing any such information (i) to any Lenders or participants or prospective Lenders or prospective participants (provided that any such disclosure shall be made subject to the acknowledgment and acceptance by such Lender or participant or prospective Lender or prospective participant that such information is being disseminated on a confidential basis (and they shall agree to be bound to substantially the same terms as are set forth in this paragraph or as are otherwise reasonably acceptable to you and us, including as agreed in any informational memoranda or other marketing materials) in accordance with the standard syndication processes of the Commitment Parties or customary market standard for dissemination of such type of information), (ii) pursuant to the order of any court or administrative agency or in any judicial or administrative proceeding or as otherwise required by law or compulsory legal process (in which case the applicable Commitment Party shall use commercially reasonable efforts to promptly notify you, in advance, to the extent practicable and permitted by law), (iii) upon the request or demand of any regulatory authority having jurisdiction over any Commitment Party (in which case the applicable Commitment Party shall use commercially reasonable efforts to, except with respect to any audit or examination conducted by bank accountants or any governmental regulatory authority exercising examination or regulatory authority, promptly notify you, in advance, to the extent practicable and permitted by law), (iv) to their respective affiliates involved in the Transactions and their and their affiliates' respective directors, officers, employees, accountants, attorneys, agents and other professional advisors on a need-to-know basis who are informed of the confidential nature of such information and are or have been advised of their obligation to keep such information confidential, (v) to the extent that such information is independently developed by the Commitment Parties, so long as the Commitment Parties have not otherwise breached their confidentiality obligations hereunder and have not developed such information based on information received from a third party that to their knowledge has breached confidentiality obligations owing to you, (vi) to the extent any such information becomes publicly available other than by reason of disclosure by us in breach of this provision, (vii) to the extent that such information is received by a Commitment Party or any or its affiliates from a third party that is not to its knowledge subject to confidentiality obligations to you or your affiliates, (viii) for purposes of establishing a "due diligence" defense, (ix) to market-data collectors, credit insurance providers and brokers, similar service providers to the lending industry and service providers to the Commitment Parties and the Lenders in connection with the administration and management of the Senior Credit Facilities, (x) to the extent we reasonably deem it necessary in connection with the exercise of any remedies hereunder, any action or proceeding relating to the Commitment Documents or the enforcement of rights thereunder or (xi) with your prior written consent. The provisions of this paragraph with respect to the Commitment Parties and their respective affiliates shall automatically terminate on the earlier of (A) one year following the date of this Commitment Letter and (B) the execution of the Facility Documentation (in which case, the confidentiality provisions in the Facility Documentation shall supersede the provisions of this paragraph). The terms of this paragraph shall supersede all prior confidentiality or non-disclosure agreements and understandings between you and the Commitment Parties relating to the Transactions.

You acknowledge that Commitment Parties or their affiliates may be providing financing or other services to parties whose interests may conflict with yours. Each Commitment Party agrees that it will not furnish confidential information obtained from you to any of their other customers and that they will treat confidential information relating to you, the Seller, the Acquired Company and your and their respective affiliates with the same degree of care as they treat their own confidential information. The Commitment Parties further advise you that they will not make available to you confidential information that they have obtained or may obtain from any other customer. In connection with the services and transactions contemplated hereby, you agree that each Commitment Party is permitted to access, use and share with any of their bank or non-bank affiliates, agents, advisors (legal or otherwise) or representatives any information concerning you, the Seller, the Acquired Company or any of your or its respective affiliates that is or may come into the possession of such Commitment Party or any of such affiliates.

In connection with all aspects of each transaction contemplated by this Commitment Letter, you acknowledge and agree that: (a) (i) the arranging and other services described herein regarding the Existing Credit Agreement Amendment and the Senior Credit Facilities are arm's-length commercial transactions between you and your affiliates, on the one hand, and the Commitment Parties, on the other hand, (ii) you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate, and (iii) you are capable of evaluating, and understand and accept, the terms, risks and conditions of the transactions contemplated hereby; (b) (i) each Commitment Party has been, is, and will be acting solely as a principal and, except as otherwise expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for you, any of your affiliates or any other person or entity and (ii) no Commitment Party has any obligation to you or your affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein; and (c) the Commitment Parties and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and those of your affiliates, and no Commitment Party has any obligation to disclose any of such interests to you or your affiliates. To the fullest extent permitted by law, you hereby waive and release any claims that you may have against any Commitment Party with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated by this Commitment Letter. Each of the parties hereto acknowledges that MSSFI (or one of its affiliates) has been retained by you as financial advisor (in such capacity, a "***Buy-Side Financial Advisor***") in connection with the Acquisition. Each of the parties hereto agrees to such retention, and further agrees not to assert any claim based on any actual or potential conflicts of interest that might be asserted to arise or result from the engagement of any Buy-Side Financial Advisor, on the one hand, and our and our affiliates' relationships with you as described and referred to herein, on the other.

This Commitment Letter (including the Summary of Terms) and the Fee Letters shall be governed by, and construed in accordance with, the laws of the State of New York.

Each of you, and each Commitment Party hereby irrevocably waives any and all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Commitment Letter (including the Summary of Terms), the Fee Letters, the Transactions and the other transactions contemplated hereby and thereby or the actions of any Commitment Party in the negotiation, performance or enforcement hereof. Each Commitment Party and you hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan in New York City in respect of any suit, action or proceeding arising out of or relating to the provisions of this Commitment Letter (including the Summary of Terms), the Fee Letters and the transactions contemplated hereby and thereby and irrevocably agree that all claims in respect of any such suit, action or proceeding may be heard and determined in any such court. Nothing in this Commitment Letter (including the Summary of Terms) or the Fee Letters shall affect any right that any Commitment Party or any affiliate thereof may otherwise have to bring any claim, action or proceeding relating to this Commitment Letter (including the Summary of Terms), the Fee Letters and/or the transactions contemplated hereby and thereby in any court of competent jurisdiction to the extent necessary or required as a matter of law to assert such claim, action or proceeding against any assets of the Borrower or any of its subsidiaries or enforce any judgment arising out of any such claim, action or proceeding. Each Commitment Party and you agree that service of any process, summons, notice or document by registered mail addressed to you shall be effective service of process against you for any suit, action or proceeding relating to any such dispute. Each Commitment Party and you waive, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceedings brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. A final judgment in any such suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction you are or may be subject by suit upon judgment. The commitments and undertakings of the Commitment Parties may be terminated by us if you fail to perform your obligations under this Commitment Letter or any Fee Letter on a timely basis.

The provisions of the immediately preceding ten paragraphs (other than any provision that expressly terminates upon execution of the Facility Documentation) shall remain in full force and effect regardless of whether any definitive documentation for the Existing Credit Agreement Amendment, the Senior Secured Bridge Facility or, if applicable, the Backstop Facility shall be executed and delivered, and notwithstanding the termination of this Commitment Letter or any commitment or undertaking of any Commitment Party hereunder.

This Commitment Letter and the Fee Letters may be executed in multiple counterparts and by different parties hereto in separate counterparts, all of which, taken together, shall constitute an original. Delivery of an executed counterpart of a signature page of this Commitment Letter and the Fee Letters by facsimile transmission or electronic transmission (in .pdf format) will be effective as delivery of a manually executed counterpart hereof. This Commitment Letter and the Fee Letters may be in the form of an Electronic Record (as defined herein) and may be executed using Electronic Signatures (as defined herein) (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by us of a manually signed paper communication which has been converted into electronic form (such as scanned into .pdf format), or an electronically signed communication converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, no Commitment Party is under any obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by such Commitment Party pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent a Commitment Party has agreed to accept such Electronic Signature, such Commitment Party shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of the Borrower without further verification and (b) upon the request of a Commitment Party, any Electronic Signature shall be promptly followed by a manually executed, original counterpart. "***Electronic Record***" and "***Electronic Signature***" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

This Commitment Letter (including the Summary of Terms) and the Fee Letters embody the entire agreement and understanding among the Commitment Parties, you, and your affiliates with respect to the Existing Credit Agreement Amendment, the Senior Secured Bridge Facility and the Backstop Facility and supersedes all prior agreements and understandings relating to the specific matters hereof. No party has been authorized by any Commitment Party to make any oral or written statements that are inconsistent with this Commitment Letter.

This Commitment Letter is not assignable by you without our prior written consent and is intended to be solely for the benefit of the parties hereto, the Indemnified Parties and the Commitment Party Related Parties. This Commitment Letter (including the Summary of Terms) may not be amended or any term or provision hereof or thereof waived or otherwise modified except by an instrument in writing signed by each of the parties hereto, and any term or provision hereof may be amended or waived only by a written agreement executed and delivered by all parties hereto.

This Commitment Letter and all commitments and undertakings of the Commitment Parties hereunder will expire at 5:00 p.m. (New York City time) on May 4, 2026 unless you execute this Commitment Letter and the Fee Letters and return the Commitment Letter and Arranger Fee Letter to us and the Agent Fee Letter to Wells Fargo prior to that time (which may be by facsimile transmission), whereupon this Commitment Letter (including the Summary of Terms) and the Fee Letters (each of which may be signed in one or more counterparts) shall become binding agreements. Thereafter, all commitments and undertakings of the Commitment Parties hereunder will expire on the earliest of (x) 11:59 p.m. (New York City time) on the date that is three Business Days (as defined in the Purchase Agreement) after the "End Date" (as defined in the Purchase Agreement as in effect on the date hereof), (y) the termination of the Purchase Agreement in accordance with its terms in the event the Acquisition is not consummated and (z) the consummation of the Acquisition (with or without the use of any of the Senior Credit Facilities).

[Remainder of page intentionally left blank; signature pages follow]

We are pleased to have the opportunity to work with you in connection with this important financing.

Very truly yours,

WELLS FARGO SECURITIES, LLC

By: /s/ Kevin J. Sanders
Name: Kevin J. Sanders
Title: Managing Director

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Thomas O'Connell
Name: Thomas O'Connell
Title: Managing Director

MORGAN STANLEY SENIOR FUNDING, INC.

By: /s/ Brian Sanderson
Name: Brian Sanderson
Title: Authorized Signatory

ACCEPTED AND AGREED TO
AS OF THE DATE FIRST ABOVE WRITTEN:

LATTICE SEMICONDUCTOR CORPORATION

By: /s/Lorenzo Flores
Name: Lorenzo Flores
Title: Chief Financial Officer

EXHIBIT A

SCHEDULE 1

INITIAL LENDER	SENIOR SECURED BRIDGE FACILITY COMMITMENT (in USD)	BACKSTOP FACILITY
Wells Fargo Bank, National Association	$ 554,166,666.67	$ 116,666,666.67
Morgan Stanley Senior Funding, Inc.	$ 395,833,333.33	$ 83,333,333.33
TOTAL	**$ 950,000,000.00**	**$ 200,000,000.00**

CERTAIN INFORMATION IN THIS DOCUMENT, MARKED BY [***], HAS BEEN EXCLUDED PURSUANT TO REGULATION S-K, ITEM 601(b)(10)(iv). SUCH EXCLUDED INFORMATION IS NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

PROJECT ALTA
$950 MILLION SENIOR SECURED 364-DAY BRIDGE FACILITY
SUMMARY OF PRINCIPAL TERMS AND CONDITIONS

All capitalized terms used herein but not defined herein have the meanings given to them in the Commitment Letter to which this Summary of Principal Terms and Conditions is attached.

Borrower:	Lattice Semiconductor Corporation, a Delaware corporation (the "***Borrower***").
Lead Arrangers and Bookrunners:	Wells Fargo Securities, LLC ("***Wells Fargo Securities***") will act as left lead arranger and bookrunner, and Morgan Stanley Senior Funding, Inc. ("***MSSFI***") will act as a joint lead arranger and joint bookrunner and appear immediately to the right of Wells Fargo Securities (collectively, the "***Lead Arrangers***"), for the Senior Secured Bridge Facility.
Lenders:	Wells Fargo Bank, National Association ("***Wells Fargo Bank***"), MSSFI and a syndicate of financial institutions and other entities (each a "***Lender***" and, collectively, the "***Lenders***").
Administrative Agent:	Wells Fargo Bank, National Association (in such capacity, the "***Administrative Agent***").
Senior Secured Bridge Facility:	A 364-day senior secured bridge loan facility in an aggregate principal amount of $950 million (the "***Senior Secured Bridge Facility***" and the loans thereunder, the "***Senior Secured Bridge Loans***"), less the amount of any applicable reduction to the commitments under the Senior Secured Bridge Facility as set forth under the "Mandatory Prepayments and Commitment Reductions" section below.
Use of Proceeds:	The proceeds of the borrowing under the Senior Secured Bridge Facility will be used, on the Closing Date, together with any proceeds of the Permanent Financing and cash on hand, (a) to finance the Acquisition and the Refinancing and (b) for the payment of fees and expenses incurred in connection with the Transactions.
Availability:	The amount to be drawn under the Senior Secured Bridge Facility must be drawn in a single drawing on the Closing Date in U.S. dollars. Amounts borrowed under the Senior Secured Bridge Facility that are repaid or prepaid may not be reborrowed.
Documentation:	The definitive documentation for the Senior Secured Bridge Facility (the "***Financing Documentation***") will, at the option of Wells Fargo Securities (in consultation with the Borrower), be documented as either a new credit agreement or an amendment to (or an amendment and restatement of) that certain Amended and Restated Credit Agreement, dated as of September 1, 2022 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "***Existing Credit Agreement***"), by and among the Borrower, the lenders party thereto and Wells Fargo Bank, as administrative agent; provided that the Financing Documentation will contain the terms and conditions set forth in this ***Exhibit A*** and, to the extent not covered by this ***Exhibit A***, will be substantially consistent with the Existing Credit Agreement, with changes and modifications to be negotiated in good faith and mutually agreed that give due regard to (a) the operational and strategic requirements of the Borrower and its subsidiaries in light of their size, capital structure, rating, industry and business, (b) the structure and consummation of the Transactions and (c) the nature of the Senior Secured Bridge Facility as a "bridge term loan facility" and an interim facility (collectively for purposes of this ***Exhibit A***, the "***Documentation Principles***"). The Financing Documentation will be subject in all respects to the Certain Funds Provision. For the avoidance of doubt, the Financing Documentation shall also contain (i) the Administrative Agent's customary agency and operational provisions, to the extent such requirements have been generally required by the Administrative Agent in documenting other credit facilities similar to the Senior Secured Bridge Facility, (ii) customary provisions pertaining to outbound investment rules and (iii) to the extent applicable, a customary pari passu intercreditor agreement executed by the administrative agent on behalf of the secured parties under the Existing Credit Agreement (or any replacement credit agreement entered into in connection with the Backstop Facility).
Guarantors:	The obligations of (a) the Borrower under the Senior Secured Bridge Facility and (b) the Borrower and any subsidiary under any hedging agreements and under any treasury management arrangements entered into between such party and any counterparty that is a Lead Arranger, the Administrative Agent or a Lender (or any affiliate thereof) at the time such hedging agreement or treasury management arrangement is executed or in existence on the Closing Date (collectively, the "***Secured Obligations***") will be unconditionally guaranteed, on a joint and several basis, by the Borrower and each existing and subsequently acquired or formed direct and indirect material domestic subsidiary of the Borrower (including the Acquired Company and its domestic subsidiaries that are material domestic subsidiaries) (each a "***Guarantor***"; such guarantee being referred to as a "***Guarantee***"). All Guarantees shall be guarantees of payment and not of collection. The Borrower and the Guarantors are herein referred to as the "***Credit Parties***". Notwithstanding the foregoing, no Guarantee shall be required from any Excluded Subsidiary (as defined in the Existing Credit Agreement).

Security:	Subject to the Certain Funds Provision, the Secured Obligations will be secured by valid and perfected first priority (subject to exceptions consistent with the Existing Credit Agreement and the loan documents entered into in connection therewith) security interests in and liens on all of the following (collectively, the "***Collateral***"):

(a) (i) 100% of the equity interests of all present and future domestic subsidiaries of any Credit Party and (ii) 65% of the voting equity interests and 100% of the non-voting equity interests of all present and future first-tier foreign subsidiaries and any foreign subsidiary holding company of any Credit Party;

(b) All of (i) the tangible and intangible personal property and assets of the Credit Parties (including, without limitation, all equipment, inventory and other goods, accounts, licenses, contracts, intercompany loans, intellectual property and other general intangibles, deposit accounts, securities accounts and other investment property and cash); and

(c) All products, profits and proceeds of the foregoing.

Notwithstanding the foregoing, the Collateral will be subject to exclusions from the Collateral and excluded perfection actions that are consistent with the security documentation entered into in connection with the Existing Credit Agreement. For the avoidance of doubt, the Collateral will also secure obligations under the Existing Credit Agreement or the Backstop Facility, as applicable, and any other "Secured Obligations" (as defined in the Existing Credit Agreement) on a pari passu basis and, if applicable, subject to a customary intercreditor agreement.

Final Maturity and Amortization:	The Senior Secured Bridge Facility will mature and be payable in full on the date that is 364 days after the Closing Date (the "***Maturity Date***"). The Senior Secured Bridge Facility will not be subject to amortization.
Interest Rates and Fees:	Interest rates and fees in connection with the Senior Secured Bridge Facility will be as specified on ***Schedule I*** attached hereto.
Mandatory Prepayments and Commitment Reductions:	The Borrower shall prepay the Senior Secured Bridge Loans, or if prior to the Closing Date, the commitments in respect of the Senior Secured Bridge Facility shall be automatically reduced, by an aggregate amount equal to (without duplication):

(a) 100% of the net cash proceeds received of all non-ordinary course asset sales, casualty events, or other dispositions by the Borrower and its subsidiaries (subject to customary exclusions and a de minimis threshold to be agreed); provided that after the Closing Date such net cash proceeds shall not be required to be applied to prepay the Senior Secured Bridge Loans to the extent they are reinvested in the Borrower's or any of its subsidiaries' business within 6 months following receipt thereof (or, if committed to be reinvested pursuant to a binding agreement entered into within such 6-month period, to the extent reinvested within 3 months following the end of such 6-month period);

(a) 100% of the net cash proceeds received from (i) any Permanent Financing or (ii) any other third-party debt financing (other than (A) the Senior Secured Bridge Loans, (B) proceeds received from the Backstop Facility, (C) any indebtedness incurred by the Borrower or one of its subsidiaries under existing credit facilities entered into prior to the date of the Commitment Letter (including proceeds from revolving borrowings under the Existing Credit Agreement), other than indebtedness incurred to finance the Transactions or any portion thereof, (D) other indebtedness incurred in the ordinary course of business, including, without limitation, purchase money indebtedness and equipment financings, deferred purchase price obligations, capital leases, letter of credit facilities, working capital facilities, hedging and cash management obligations, trade or customer financing, and (E) certain other indebtedness to be mutually agreed);

(b) 100% of the net cash proceeds received from public issuances of equity securities or equity-linked securities of the Borrower (other than (A) issuances of securities pursuant to any employee equity compensation plan or agreement or other employee equity compensation arrangement, any employee benefit plan or agreement or other employee benefit arrangement or any nonemployee director equity compensation plan or agreement or other non-employee director equity compensation arrangement or pursuant to the exercise or vesting of any employee or director stock options, restricted stock or restricted stock units, warrants or other equity awards or pursuant to dividend reinvestment programs, (B) the issuance of common stock, options, warrants, restricted stock units and/or other equity interests of the Borrower to officers, directors or employees of the Borrower or any subsidiaries thereof pursuant to equity incentive plans of Borrower, (C) securities issued or transferred directly (and not constituting cash proceeds of any issuance of such securities) as consideration for the Acquisition or in connection with any other acquisition, investment, divestiture or joint venture arrangement, and (D) certain other issuance of equity securities or equity-linked securities to be mutually agreed);

(c) Without duplication of clause (b) above, 100% of the aggregate principal amount available to the Borrower or any of its subsidiaries pursuant to any committed but unfunded term loan or similar credit facility pursuant to a duly executed credit agreement, commitment letter or other similar definitive documentation that has been entered into and effective for the purpose of financing all or a part of the Transactions and/or replacing all or a portion of the Senior

Secured Bridge Facility and having conditions precedent to funding and limitations on assignments thereof prior to the Closing Date which are no more restrictive or less favorable to the Borrower (as reasonably determined by the Borrower in good faith upon entering into such commitment letter, credit agreement or other similar definitive documentation) than the conditions to funding and limitations on assignments with respect to the Senior Secured Bridge Loans as set forth in the Commitment Letter, taking into account the Certain Funds Provision (any such credit facility, a "***Qualifying Permanent Financing***").

Each such prepayment will be made together with accrued interest to the date of prepayment, but without premium or penalty (except breakage costs). Any mandatory prepayments of the Senior Secured Bridge Loans may not be re-borrowed.

The Borrower shall provide the Administrative Agent with prompt written notice of any prepayment or commitment reduction hereunder. Any required commitment reduction on or prior to the Closing Date resulting from any of the foregoing shall be effective: (x) in the case of clauses (a) through (c) above, the date of receipt by the Borrower or any of its subsidiaries of such net cash proceeds and (y) in the case of clause (d), the date that the applicable commitment letter, credit agreement or other similar definitive documentation is entered into for a Qualifying Permanent Financing.

Voluntary Prepayments:	Voluntary prepayments of Senior Secured Bridge Loans and voluntary reduction of commitments under the Senior Secured Bridge Facility will be permitted at any time, in minimum principal amounts to be mutually agreed upon, subject to customary notice requirements and without premium or penalty (subject to customary reimbursement of the Lenders' SOFR breakage costs in the case of a prepayment of SOFR borrowings other than on the last day of the relevant interest period). Voluntary prepayments of the Senior Secured Bridge Loans may not be re-borrowed.
Conditions Precedent to Senior Secured Bridge Loans:	The borrowing under the Senior Secured Bridge Facility on the Closing Date will be subject solely to the satisfaction or waiver of the conditions precedent set forth in ***Exhibit B*** to the Commitment Letter and shall be subject to the Certain Funds Provision.
Representations and Warranties:	Consistent with the Documentation Principles and limited to the following (which will be applicable to the Borrower and its subsidiaries and be subject to materiality thresholds and exceptions substantially similar to the Existing Credit Agreement): organizational and legal status, financial statements; capital structure; organizational power and authority; no default; no conflict with laws or material agreements; enforceability; absence of material litigation, environmental matters; ERISA; necessary consents and approvals; compliance with all applicable laws and regulations including, without limitation, Regulations T, U and X and the Investment Company Act; compliance with anti-corruption laws, anti-money laundering laws, sanctions (including OFAC and FCPA) and outbound investment rules; payment of taxes and other obligations; ownership of properties; intellectual property; insurance; solvency; absence of any material adverse change; senior debt status; labor matters; affected financial institution; and accuracy of disclosure.
Affirmative Covenants:	Consistent with the Documentation Principles and limited to the following (which will be applicable to the Borrower and its subsidiaries and be subject to materiality thresholds and exceptions substantially similar to the Existing Credit Agreement): use of proceeds; payment of taxes and other obligations; continuation of business and maintenance of existence and rights and privileges; necessary consents, approvals, licenses and permits; compliance with laws and regulations (including environmental laws and ERISA); compliance with anti-corruption laws, anti-money laundering laws and sanctions; maintenance of property and insurance (including hazard and business interruption insurance); maintenance of books and records; right of the Lenders to inspect property and books and records; notices of defaults, changes in exempt status under the beneficial ownership regulation, litigation and other material events; financial reporting (including annual audited and quarterly unaudited financial statements (in each case, accompanied by covenant compliance certificates and management discussion and analysis) and annual updated budgets); management letters; additional Guarantors and Collateral and other collateral matters; and further assurances.
Negative Covenants:	Consistent with the Documentation Principles and limited to the following (which will be applicable to the Borrower and its subsidiaries and be subject to materiality thresholds and exceptions substantially similar to the Existing Credit Agreement): limitation on debt (including disqualified equity interests); limitation on liens; limitation on further negative pledges; limitation on loans, advances, acquisitions and other investments; limitation on dividends, distributions, redemptions and repurchases of equity interests; limitation on fundamental changes and asset sales and other disposition (including, without limitation, sale-leaseback transactions); limitation on prepayments, redemptions and purchases of subordinated debt; limitation on transactions with affiliates; limitation on dividend and other payment restrictions affecting subsidiaries; limitation on changes in line of business, fiscal year and accounting practices; limitation on material and adverse amendment of organizational documents and limitation regarding outbound investment rules.
Financial Covenants:	(a) <u>Total Net Leverage Ratio</u>: The Borrower shall maintain a Total Net Leverage Ratio (defined as the ratio of (x) total funded indebtedness <u>minus</u> unrestricted and unencumbered (other than liens in favor of the Administrative Agent) cash and cash equivalents then on hand (excluding the proceeds of indebtedness incurred substantially concurrently with the determination of such amount) not to exceed $200 million to (y) Consolidated EBITDA (to be defined in a manner consistent with the Existing Credit Agreement and with an additional addback for fees, expenses and costs incurred prior to the date that is six (6) months after the Closing Date in connection with the Transactions) for the most recently completed four fiscal

quarter period calculated for the Borrower and its subsidiaries on a consolidated basis) of not greater than 3.50 to 1.00.

(b) Interest Coverage Ratio: The Borrower shall maintain a ratio of (x) Consolidated EBITDA to (y) consolidated interest expense, in each case for the most recently completed period of four consecutive fiscal quarters calculated for the Borrower and its subsidiaries on a consolidated basis, of not less than 3.50 to 1.00.

Events of Default:	Consistent with the Documentation Principles and limited to the following (with materiality thresholds, exceptions, grace periods and cure periods substantially similar to the Existing Credit Agreement (except as set forth below)): non-payment of obligations (with 5 business day grace period for payment obligations other than principal and reimbursement obligations with respect to Letters of Credit); inaccuracy of representation or warranty; non-performance of covenants and obligations; default on other debt (including hedging agreements) in an outstanding amount in excess of the Threshold Amount (as defined in the Existing Credit Agreement); change of control; bankruptcy or insolvency; impairment of security; ERISA; judgments in excess of the Threshold Amount; and actual or asserted invalidity or unenforceability of any Financing Documentation or liens securing obligations under the Financing Documentation.
Defaulting Lender Provisions, Yield Protection and Increased Costs:	Usual and customary for facilities of this type and consistent with the Existing Credit Agreement.
EU/UK Bail-In / ERISA / QFC:	Customary "EU/UK Bail-In" and "qualified financial contract" provisions and representations relating to "plan assets" shall be included in the Financing Documentation.
Assignments and Participations:	Consents. Each Lender will be permitted to make assignments in acceptable minimum amounts subject in certain circumstances to the approval of the Administrative Agent (such consent not to be unreasonably withheld or delayed) and, unless (i) an Event of Default has occurred and is continuing, (ii) the assignment is to a Lender, an affiliate of a Lender or an Approved Fund (as such term shall be defined in the Financing Documentation) or (iii) the assignment is made in connection with the primary syndication of the Senior Credit Facilities and during the period commencing on the Closing Date and ending on the date that is 60 days following the Closing Date, the Borrower (such consent not to be unreasonably withheld or delayed); provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) business days after having received notice thereof. Participations will be permitted without the consent of the Borrower or the Administrative Agent. No Assignment or Participation to Certain Persons. No assignment or participation may be made to natural persons, the Borrower or any of its affiliates or subsidiaries.
Required Lenders:	On any date of determination, those Lenders who collectively hold more than 50% of the outstanding Senior Secured Bridge Loans (the "***Required Lenders***").
Amendments and Waivers:	Amendments and waivers of the provisions of the Financing Documentation will require the approval of the Required Lenders, except that (a) the consent of all Lenders directly adversely affected thereby will be required with respect to (i) reductions of principal, interest, fees or other amounts, (ii) extensions of scheduled maturities or times for payment, (iii) reductions in the voting percentages and (iv) modification to any pro rata sharing provisions, and (b) the consent of all Lenders will be required with respect to (i) releases or subordination of all or substantially all of the value of the Collateral or Guarantors or (ii) subordination of the obligations under the Financing Documentation to any other indebtedness. The Financing Documentation will contain customary replacement of lender provisions consistent with the Existing Credit Agreement.
Indemnification and Expenses:	Usual and customary for facilities for this type and consistent with the Existing Credit Agreement.
Governing Law; Exclusive Jurisdiction and Forum:	New York.
Waiver of Jury Trial and Punitive and Consequential Damages:	The Credit Parties shall waive the right to trial by jury and the right to claim punitive or consequential damages.
Counsel for the Administrative Agent:	McGuireWoods LLP.

<u>SCHEDULE I</u>

INTEREST AND FEES

Interest:	The Senior Secured Bridge Loans shall accrue interest, at the option of the Borrower, at a rate per annum equal to Term SOFR (as defined below) plus [***] ("***Term SOFR Loans***") or Base Rate (as defined below) plus [***] ("***Base Rate Loans***") (the margins set forth for Term SOFR Loans and Base Rate Loans, the "***Initial Margins***"). The Initial Margins will increase by (a) an additional [***] on the date that is [***] after the Closing Date, (b) an additional [***] on the date that is [***] after the Closing Date and (c) an additional [***] on the date that is [***] after the Closing Date. Interest shall be payable quarterly in arrears with respect to Senior Secured Bridge Loans that are Base Rate Loans. Interest with respect to Senior Secured Bridge Loans that are Term SOFR Loans will be determined for periods ("***Interest Periods***") of one, three or six months as selected by the Borrower and will be determined based on the forward-looking term rate based on the secured overnight financing rate ("***SOFR***") that is published by CME Group Benchmark Administration Limited (CBA) (or a successor administrator of such rate) ("***Term SOFR***"). Term SOFR will be determined by the Administrative Agent at the start of each Interest Period and, other than in the case of Term SOFR used in determining Base Rate Loans, will be fixed through such period. Interest with respect to Senior Secured Bridge Loans that are Term SOFR Loans will be paid on the last day of each Interest Period or, in the case of Interest Periods longer than three months, every three months. Term SOFR shall in no event shall be less than 0%. The Financing Documentation will contain provisions with respect to the establishment of a successor interest rate for Term SOFR. ***"Base Rate***" is defined as the highest of (a) the Federal Funds Rate, as published by the Federal Reserve Bank of New York, <u>plus</u> 0.50%, (b) the prime commercial lending rate of the Administrative Agent, as established from time to time at its principal U.S. office (which such rate is an index or base rate and will not necessarily be its lowest or best rate charged to its customers or other banks) and (c) Term SOFR (as defined below) for a one month Interest Period (as defined below) <u>plus</u> 1.0%. Base Rate shall in no event be less than 1%.
Default Interest:	(a) Automatically upon the occurrence and during the continuance of any payment event of default or upon a bankruptcy event of default of the Borrower or any other Credit Party or (b) at the election of the Required Lenders (or the Administrative Agent at the direction of Required Lenders), upon the occurrence and during the continuance of any other event of default, all outstanding principal, fees and other obligations under the Senior Secured Bridge Facility shall bear interest at a rate per annum of 2% in excess of the rate then applicable to such loan, fee or other obligation and shall be payable on demand of the Administrative Agent.
Duration Fee:	The Borrower will pay non-refundable duration fees (each, a "***Bridge Duration Fee***") equal to (a) [***] of the aggregate principal amount of the Senior Secured Bridge Loans outstanding (if any) on the date that is [***] after the Closing Date, (b) [***] of the aggregate principal amount of the Senior Secured Bridge Loans outstanding (if any) on the date that is [***] after the Closing Date, and (c) [***] of the aggregate principal amount of the Senior Secured Bridge Loans outstanding (if any) on [***] after the Closing Date. The Bridge Duration Fees will be fully earned and due and payable in cash on [***], [***] and [***] after the Closing Date, as applicable.

EXHIBIT B

PROJECT ALTA
$950 MILLION SENIOR SECURED 364-DAY BRIDGE LOAN FACILITY
$200 MILLION SENIOR SECURED REVOLVING BACKSTOP FACILITY
SUMMARY OF CONDITIONS PRECEDENT[1]

*This Summary of Conditions Precedent outlines the conditions precedent to the Senior Secured Bridge Facility and the Backstop Facility (together with the Senior Secured Bridge Facility, the "**Senior Credit Facilities**") referred to in the Commitment Letter, of which this **Exhibit B** is a part.*

The initial availability and borrowings, as applicable, under the Senior Credit Facilities shall be subject solely to the satisfaction (or waiver by each Lead Arranger) of the following conditions (subject in all respects to the Certain Funds Provision):

1. The Acquisition shall have been consummated or shall be consummated substantially simultaneously with the initial borrowing under the Senior Credit Facilities in accordance in all material respects with the terms of the Purchase Agreement (after giving effect to any modifications, amendments, consents or waivers thereto, other than those modifications, amendments, consents or waivers by the Borrower that are materially adverse to the interests of the Lenders or the Lead Arrangers, in their respective capacities as such, when taken as a whole, unless consented to in writing by the Lead Arrangers (such consent not to be unreasonably withheld, delayed or conditioned)); *provided* that (i) a reduction in the consideration payable under the Purchase Agreement of less than 10% shall not be deemed to be materially adverse to the interests of the Lenders and the Lead Arrangers so long as any such reduction to the consideration payable in cash is applied 100% to reduce the Senior Secured Bridge Facility, (ii) an increase in such purchase price or consideration amount shall not be deemed to be materially adverse to the Lenders and the Lead Arrangers if such increase is funded by common equity, preferred equity (with terms reasonably acceptable to the Lead Arrangers) or cash on hand of the Borrower and its subsidiaries; provided in the cases of clause (i) and (ii) that no purchase price, working capital or similar adjustment provisions set forth in the Purchase Agreement shall constitute a reduction or increase in the purchase price or consideration, (iii) any change to the definition of "Material Adverse Effect" contained in the Purchase Agreement shall be deemed to be materially adverse to the Lenders and the Lead Arrangers, and (iv) any change to Section 11.16 of the Purchase Agreement (including the third party beneficiary rights applicable to the Commitment Parties set forth therein) shall be deemed to be materially adverse to the Lenders and the Lead Arrangers.

2. Subject to the Certain Funds Provision, (i) the execution and delivery of the Financing Documentation by each Credit Party, substantially consistent with the terms and conditions set forth herein, in ***Exhibit A*** and in the Fee Letters, (ii) the Administrative Agent and Lead Arrangers shall have received customary legal opinions with respect to the Senior Credit Facilities with respect to the Credit Parties, customary organizational documents of each Credit Party, customary evidence of authorization with respect to each Credit Party, customary officer's certificates of each Credit Party and good standing certificates with respect to each Credit Party (to the extent such concept exists in the applicable jurisdiction) in the jurisdiction of organization of such Credit Party, (iii) a solvency certificate substantially in the form of ***Exhibit C*** to the Commitment Letter, (iv) a customary borrowing notice with respect to the initial borrowings under the Senior Credit Facilities; *provided* that such notice shall be subject to the Certain Funds Provisions and (v) all documents and instruments required to create and perfect or otherwise evidence the Administrative Agent's security interest in the Collateral under the Senior Credit Facilities, which shall be, if applicable, in proper form for filing.

3. The Lead Arrangers shall have received:

   (a) with respect to the Acquired Company and its subsidiaries, (i) the audited consolidated balance sheet as of December 31, 2025 (the "*Latest Balance Sheet Date*") and the related consolidated statements of operations, cash flows and stockholders' equity for the twelve (12) month period then ended, (ii) the unaudited consolidated balance sheet as of March 31, 2026 and the related unaudited consolidated statements of operations, cash flows and stockholders' equity for the three (3) month period then ended, (iii) the unaudited financial statements of the Acquired Company for each fiscal quarter of the Acquired Company ended after the Latest Balance Sheet Date and at least 50 days prior to the Closing Date, and (iv) the audited financial statements of the Acquired Company for any fiscal year of the Acquired Company ended after the Latest Balance Sheet Date and at least 120 days prior to the Closing Date;

[1] All capitalized terms used but not defined herein have the meanings given to them in the Commitment Letter to which this Exhibit B is attached, including Exhibit A thereto. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit B shall be determined by reference to the context in which it is used.

(b) with respect to the Borrower and its subsidiaries, (i) audited consolidated balance sheets and related consolidated statements of income, shareholder's equity and cash flows for the fiscal years 2023, 2024 and 2025 and (ii) unaudited consolidated balance sheets and related consolidated statements of income and cash flows for each interim fiscal quarter ended after January 3, 2026 and at least 45 days prior to the Closing Date; and

(c) projections prepared by management of balance sheets, income statements and cash flow statements of the Borrower and its subsidiaries for the five (5) years following the Closing Date (i.e. the Borrower's 2026, 2027, 2028, 2029 and 2030 fiscal years).

The Commitment Parties hereby acknowledge (i) receipt of the financial statements referred to in clause (b) for the fiscal years ended December 30, 2023, December 28, 2024 and January 3, 2026, (ii) that any subsequent financial statements of the Borrower that have been made available on the Securities and Exchange Commission's EDGAR website shall be deemed to have been received by the Commitment Parties, and (iii) receipt of the financial statements referred to in clauses (a)(i) and (a)(ii).

4. The Administrative Agent shall have received, at least three Business Days (as defined in the Purchase Agreement in effect on the date hereof) prior to the Closing Date, all documentation and other information about the Credit Parties required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, (a) the PATRIOT Act, and (b) to the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a Beneficial Ownership Certification in respect of the Borrower, in each case, that has been reasonably requested in writing by the Lenders at least 10 Business Days (as defined in the Purchase Agreement in effect on the date hereof) prior to the Closing Date; <u>provided</u> that, in the case of clause (b), the Administrative Agent shall have provided the Borrower a list of each Lender requesting such information and its electronic delivery requirements at least ten business days prior to the Closing Date. "***Beneficial Ownership Certification***" means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation (as defined below), which certification shall be substantially similar in substance to the form of Certification Regarding Beneficial Owners of Legal Entity Customers included as Appendix A to the Beneficial Ownership Regulation. "***Beneficial Ownership Regulation***" means 31 C.F.R. § 1010.230.

5. All fees required to be paid by the Borrower on the Closing Date pursuant to the Fee Letters and the Commitment Letter (including the Summary of Terms) and reasonable and documented out-of-pocket expenses (including legal fees and expenses) required to be paid by the Borrower on the Closing Date pursuant to the Commitment Letter, to the extent such expenses are invoiced at least two Business Days (as defined in the Purchase Agreement in effect on the date hereof) prior to the Closing Date or are otherwise set forth in a funds flow or settlement statement approved by the Borrower, shall, upon the initial borrowing of the Senior Secured Bridge Facility or the Backstop Facility, as applicable, have been paid, or will be substantially simultaneously paid (which amounts may be offset against the proceeds of the Senior Secured Bridge Facility or the Backstop Facility).

6. (i) The Specified Representations shall be true and correct in all material respects (without duplication of any materiality qualifier set forth therein) and (ii) the Specified Purchase Agreement Representations shall be true and correct, in each case subject to and to the extent required by the Certain Funds Provision.

7. There must be no Material Adverse Effect (as defined in the Purchase Agreement) that has occurred after the date of the Purchase Agreement.

8. The Closing Date shall not occur prior to July 6, 2026.

9. The Refinancing shall have been consummated prior to, or shall be consummated substantially simultaneously with the borrowing under the Senior Secured Bridge Facility.

FORM OF SOLVENCY CERTIFICATE

[DATE**]**

This Solvency Certificate is being executed and delivered pursuant to Section **[__]** of that certain **[•]** (the "***Credit Agreement***"; the terms defined therein being used herein as therein defined).

I, **[______________]**, a [________] of the Borrower, in such capacity only and not in an individual capacity (and without personal liability), hereby certify on behalf of the Borrower as follows, in each case as of the date hereof, immediately after giving effect to the making of the Loans under the Credit Agreement and the consummation of the Transactions:

1. The sum of the debt and liabilities (subordinated, contingent or otherwise) of the Borrower and its Subsidiaries, on a consolidated basis, does not exceed the fair saleable value of the present assets of the Borrower and its Subsidiaries, on a consolidated basis and as a going concern.

2. The capital of the Borrower and its Subsidiaries, on a consolidated basis, is not unreasonably small in relation to their business as conducted or contemplated to be conducted on the date hereof.

3. The present fair saleable value of the assets of the Borrower and its Subsidiaries, on a consolidated basis and as a going concern, is greater than the total amount that will be required to pay the probable liabilities of the Borrower and its Subsidiaries, on a consolidated basis, as applicable, as they become absolute and matured.

4. The Borrower and its Subsidiaries, on a consolidated basis, are able to pay their debts or other liabilities as they become due (whether at maturity or otherwise).

5. For purposes of this Solvency Certificate, the amount of any contingent liability has been computed as the amount that, in light of all of the facts and circumstances existing as of the date hereof, represents the amount that can reasonably be expected to become an actual or matured liability.

6. In reaching the conclusions set forth in this Solvency Certificate, the undersigned has made such investigations and inquiries as the undersigned has deemed appropriate to provide this Solvency Certificate. The undersigned is familiar with the finances and assets of the Borrower and its Subsidiaries.

7. The undersigned acknowledges that the Administrative Agent and the Lenders are relying on the truth and accuracy of this Solvency Certificate in connection with the Commitments and Loans under the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Solvency Certificate in such undersigned's capacity as an officer of the Borrower, on behalf of the Borrower, and not individually, on the date first written above.

LATTICE SEMICONDUCTOR CORPORATION

By: ____________________________
Name:
Title: [Chief Financial Officer]

Exhibit 31.1

CERTIFICATION

I, Ford Tamer, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Lattice Semiconductor Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2026

/s/ Ford Tamer
Ford Tamer
Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Lorenzo A. Flores, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Lattice Semiconductor Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2026

/s/ Lorenzo A. Flores
Lorenzo A. Flores
Senior Vice President, Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Lattice Semiconductor Corporation (the Company) on Form 10-Q for the quarter ended July 4, 2026 (the Report), I, Ford Tamer, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement has been provided to the Company and will be retained by the Company and furnished to the SEC or its staff upon request.

/s/ Ford Tamer
Ford Tamer
Chief Executive Officer

Date: August 4, 2026

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Lattice Semiconductor Corporation (the Company) on Form 10-Q for the quarter ended July 4, 2026 (the Report), I, Lorenzo A. Flores, Senior Vice President, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement has been provided to the Company and will be retained by the Company and furnished to the SEC or its staff upon request.

/s/ Lorenzo A. Flores
Lorenzo A. Flores
Senior Vice President, Chief Financial Officer

Date: August 4, 2026