

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

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

Date of Report (Date of earliest event reported): **June 21, 2023**

**HILLENBRAND, INC.**  
(Exact name of registrant as specified in its charter)

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

**1-33794**  
(Commission File Number)

**26-1342272**  
(IRS Employer Identification No.)

**One Batesville Boulevard**  
**Batesville, Indiana**  
(Address of principal executive offices)

**47006**  
(Zip Code)

Registrant's telephone number, including area code: **(812) 931-5000**

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. of Form 8-K):

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

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

| Title of each class             | Trading symbol(s) | Name of each exchange on which registered |
|---------------------------------|-------------------|---|
| Common Stock, without par value | HI                | New York Stock Exchange                   |

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

Emerging growth company ☐

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

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

***Amendment No. 1 to Fourth Amended and Restated Credit Agreement***

On June 21, 2023, Hillenbrand, Inc. (the "Company") entered into the Amendment No. 1 to Fourth Amended and Restated Credit Agreement (the "Credit Agreement Amendment") among the Company, the subsidiary borrowers party thereto, the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent").

The Credit Agreement Amendment amends the Company's Fourth Amended and Restated Credit Agreement, dated as of June 8, 2022 (the "Prior Credit Agreement" and, as amended by the Credit Agreement Amendment, the "Amended Credit Agreement"). The amendments effected by the Credit Agreement Amendment include, among other changes, establishment of a euro-denominated, delayed-draw term loan facility available to the Company's wholly owned subsidiary Hillenbrand Switzerland GmbH in an initial aggregate principal amount of up to €185,000,000 (the "New Term Loan") and the inclusion of requirements that would be triggered by a Collateral Springing Event, as described below.

The New Term Loan commitments will be subject to ticking fees if not drawn within 60 days of the date of the Credit Agreement Amendment, and the New Term Loan commitments will expire 180 days after the date of the Credit Agreement Amendment. The New Term Loan, if drawn, will be subject to quarterly amortization payments equal to 1.25% of the funded New Term Loan for the first eight calendar quarters following the funding date, and 1.875% of the funded New Term Loan thereafter until the maturity date.

The New Term Loan, if drawn, will mature on June 8, 2027, concurrently with the other obligations under the Amended Credit Agreement.

The New Term Loan proceeds may be used for general corporate purposes and to finance a portion of the purchase price of the Schenck Process Food and Performance Materials division, the agreement for the acquisition of which was disclosed in the Company's Current Report on Form 8-K filed May 30, 2023. The New Term Loan would be guaranteed by the Company and certain of the Company's domestic subsidiaries.

The New Term Loan would, once drawn, accrue interest at the Adjusted EURIBO Rate (as defined in the Amended Credit Agreement) plus a margin, ranging from 1.00% to 2.25%, based on the Company's Leverage Ratio (as defined in the Amended Credit Agreement).

The Amended Credit Agreement requires the Company and certain domestic subsidiaries that are guarantors thereunder to take certain actions if a Collateral Springing Event (as defined in the Amended Credit Agreement) occurs during the period beginning upon notice to the Administrative Agent of the effectiveness of the L/G Amendment described below under the caption "Amendment and Restatement of Syndicated L/G Facility Agreement" and ending on the first date on or after April 1, 2025 that all principal, interest, and other amounts owing in respect of the New Term Loan have been paid in full (the "Credit Agreement Adjusted Period"). After a Collateral Springing Event, the Company and the guarantors would be required to grant liens on substantially all of their assets (subject to customary exceptions for excluded assets, including an exception for Principal Property (as defined in the Company's indentures in respect of its senior notes) and for capital stock of entities that own any such Principal Property) in favor of the Administrative Agent for the benefit of the secured parties.

As compared to the Prior Credit Agreement, the Amended Credit Agreement increases the maximum permitted Leverage Ratio from and after the commencement of the Credit Agreement Adjusted Period from 3.50x to 4.00x for the quarter ending June 30, 2023 and to 4.50x for the quarters ending September 30, 2023 through June 30, 2024, stepping down to 4.00x for the quarters ending September 30, 2024 and December 31, 2024, to 3.75x for the quarter ending March 31, 2025, and to 3.50x for the quarters ending June 30, 2025 and thereafter. The Amended Credit Agreement also requires mandatory prepayments of the New Term Loan with 100% of net proceeds from asset sales (subject to customary carveouts and reinvestment rights) and, as compared to the Prior Credit Agreement, contains additional limitations on liens and restricted payments during the Credit Agreement Adjusted Period. Except for the amendments applicable during the Credit Agreement Adjusted Period, the Amended Credit Agreement contains substantially the same affirmative and negative covenants and events of default as those in the Prior Credit Agreement.

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Certain of the lenders and agents under the Amended Credit Agreement and their respective affiliates have engaged in, and may in the future engage in, investment banking, commercial lending, financial advisory and other services for the Company and its subsidiaries and have received, or may in the future receive, customary fees and commissions or other payments in connection therewith.

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

#### ***Amendment and Restatement of Syndicated L/G Facility Agreement***

On June 22, 2023, the Company entered into an Amendment and Restatement Agreement (the "L/G Amendment") between the Company, the subsidiary borrowers party thereto, the subsidiary guarantors party thereto, Commerzbank Aktiengesellschaft, as mandated lead arranger and bookrunner, Commerzbank Aktiengesellschaft (as successor to Commerzbank Finance & Covered Bond S.A.), as agent (in such capacity, the "Agent"), and the other financial institutions party thereto as mandated lead arrangers, lenders and issuing banks.

The L/G Amendment amends and restates the Company's Syndicated L/G Facility Agreement, dated June 21, 2022 (the "Prior L/G Agreement" and, as amended by the L/G Amendment, the "Amended L/G Agreement"). The amendments effected by the L/G Amendment include, among other changes, an increase in the facility from €225,000,000 to €325,000,000 and the inclusion of requirements that would be triggered by a Collateral Springing Event, as described below.

The Amended L/G Agreement requires the Company and certain domestic subsidiaries that are guarantors thereunder to take certain actions if a Collateral Springing Event (as defined in the Amended L/G Agreement) occurs during the period commencing on the effectiveness of the L/G Amendment and ending on the first date on or after April 1, 2025 that all principal, interest and other amounts owing in respect of the New Term Loan have been paid in full (the "L/G Adjusted Period"). After a Collateral Springing Event, the Company and the guarantors would be required to grant liens on substantially all of their assets (subject to customary exceptions for excluded assets, including an exception for Principal Property (as defined in the Company's indentures in respect of its senior notes) and for capital stock of entities that own any such Principal Property) in favor of the Agent (or any newly appointed security agent) for the benefit of the secured parties.

As compared to the Prior L/G Agreement, the Amended L/G Agreement increases the maximum permitted Leverage Ratio (as defined in the Amended L/G Agreement) from and after the commencement of the L/G Adjusted Period from 3.50x to 4.00x for the quarter ending June 30, 2023 and to 4.50x for the quarters ending September 30, 2023 through June 30, 2024, stepping down to 4.00x for the quarters ending September 30, 2024 and December 31, 2024, to 3.75x for the quarter ending March 31, 2025, and to 3.50x for the quarters ending June 30, 2025 and thereafter. The Amended L/G Agreement also, as compared to the Prior L/G Agreement, contains additional limitations on liens and restricted payments during the L/G Adjusted Period. Except for the amendments applicable during the L/G Adjusted Period, the Amended L/G Agreement contains substantially the same affirmative and negative covenants and events of default as those in the Prior L/G Agreement.

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Certain of the lenders and agents under the Amended L/G Facility Agreement and their respective affiliates have engaged in, and may in the future engage in, investment banking, commercial lending, financial advisory and other services for the Company and its subsidiaries and have received, or may in the future receive, customary fees and commissions or other payments in connection therewith.

The foregoing description of the L/G Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the L/G Amendment, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

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

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

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

(d) Exhibits

**Exhibit  
No.**

**Description**

|                      |   |
|----------------------|---|
| <a href="#">10.1</a> | <a href="#">Amendment No. 1 to Fourth Amended and Restated Credit Agreement, dated as of June 21, 2023, among Hillenbrand, Inc., as a borrower, the subsidiary borrowers party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent</a>  |
| <a href="#">10.2</a> | <a href="#">Amendment and Restatement Agreement, dated June 22, 2023, between Hillenbrand, Inc., as a borrower, the subsidiary borrowers party thereto, the subsidiary guarantors party thereto, Commerzbank Aktiengesellschaft, as mandated lead arranger and bookrunner, Commerzbank Aktiengesellschaft (as successor to Commerzbank Finance &amp; Covered Bond S.A.), as agent, and the other financial institutions party thereto as mandated lead arrangers, lenders and issuing banks</a> |
| 104                  | Cover Page Interactive Data File (the cover page XBRL tags are embedded in the Inline XBRL document)  |

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## 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 hereunto duly authorized.

Date: June 23, 2023

**HILLENBRAND, INC.**

By: /s/ Nicholas R. Farrell

Nicholas R. Farrell

Senior Vice President, General Counsel, and Secretary

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## EXECUTION COPY

## AMENDMENT NO. 1

Dated as of June 21, 2023

to

## FOURTH AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of June 8, 2022

THIS AMENDMENT NO. 1 (this "Amendment") is made as of June 21, 2023 (the "Effective Date"), by and among (i) Hillenbrand, Inc., an Indiana corporation (the "Company"), (ii) the parties identified as Subsidiary Borrowers on the signature pages hereof (each a "Subsidiary Borrower" and, collectively with the Company, the "Borrowers"), (iii) the Lenders party hereto (the "Lenders") and (iv) JPMorgan Chase Bank, N.A., as Administrative Agent (the "Administrative Agent"), to that certain Fourth Amended and Restated Credit Agreement, dated as of June 8, 2022, by and among the Borrowers, the Lenders and the Administrative Agent (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Amended Credit Agreement (as defined below).

WHEREAS, the Borrowers have requested that (i) certain Lenders agree to provide additional term loans pursuant to Section 9.02(c) of the Credit Agreement and (ii) the requisite Lenders make certain modifications to the Credit Agreement;

WHEREAS, the Borrowers, the Lenders party hereto and the Administrative Agent have agreed to amend the Credit Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers, the Lenders party hereto and the Administrative Agent hereby agree to enter into this Amendment.

1. Amendments to Credit Agreement. Effective as of the date of satisfaction of the conditions precedent set forth in Section 2 below (such date, the "Amendment Effective Date");

(a) The parties hereto agree that the Credit Agreement (including the Schedules and Exhibits thereto) shall be amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Credit Agreement (including the Schedules and Exhibits thereto) attached as Annex A hereto (the Credit Agreement as so amended, the "Amended Credit Agreement").

(b) The parties hereto acknowledge and agree that this Amendment is being entered into and consummated pursuant to Section 9.02(c) of the Credit Agreement.

(c) The parties hereto acknowledge and agree that each Lender that executes this Amendment as a Lender and which also has a Term A-2 Loan Commitment listed opposite its name on Schedule 2.01 attached to the Amended Credit Agreement shall be and is a Term A-2 Lender under the Amended Credit Agreement.

2. Conditions of Effectiveness. The effectiveness of this Amendment is subject to the conditions precedent that:

(a) The Administrative Agent shall have received counterparts of this Amendment duly executed by the Borrowers, the Required Lenders, each Lender with a Term A-2 Loan Commitment under the Amended Credit Agreement and the Administrative Agent.

(b) The Administrative Agent shall have received counterparts of the Consent and Reaffirmation attached as Exhibit A hereto duly executed by the Subsidiary Guarantors.

(c) The Administrative Agent shall have received a favorable written opinion (addressed to the Administrative Agent and the Lenders and dated the Amendment Effective Date) (i) of Skadden, Arps, Slate, Meagher & Flom LLP, U.S. counsel for the Loan Parties, (ii) of Ice Miller LLP, special Indiana counsel for the Loan Parties, (iii) of Faegre Drinker Biddle & Reath LLP, special New Jersey counsel for the Loan Parties and (iv) MME Legal, special Swiss counsel for the Loan Parties, in each case covering such matters relating to the Loan Parties, the Amendment and the Amended Credit Agreement as the Administrative Agent shall reasonably request. The Company hereby requests such counsels to deliver such opinions.

(d) The Administrative Agent shall have received such other documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of the Loan Parties, the authorization of the Transactions and any other legal matters relating to the Loan Parties, the Amendment and the Amended Credit Agreement, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(e) The Administrative Agent shall have received for the account of each Lender that delivers its executed signature page to this Amendment by no later than the date and time specified by the Administrative Agent, an amendment fee in an amount equal to the amount previously disclosed to the Lenders.

(f) The Administrative Agent shall have received for the account of each Lender with a Term A-2 Loan Commitment under the Amended Credit Agreement, an upfront fee in an amount equal to the amount previously disclosed to the Lenders.

(g) The Administrative Agent shall have received payment and/or reimbursement of the Administrative Agent's and its affiliates' fees and expenses (including, to the extent invoiced, reasonable and documented fees and expenses of counsel for the Administrative Agent) in accordance with the Loan Documents.

3. Representations and Warranties of the Borrowers. Each Borrower for itself hereby represents and warrants as follows:

(a) This Amendment and the Amended Credit Agreement constitute the legal, valid and binding obligations of such Borrower enforceable against such Borrower in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) As of the date hereof and after giving effect to the terms of this Amendment, (i) no Default or Event of Default has occurred and is continuing and (ii) the representations and warranties of the Borrowers set forth in the Amended Credit Agreement are true and correct in all material respects (provided that any representation or warranty qualified by materiality or Material Adverse Effect is true and correct in all respects) (except to the extent any such representation or warranty expressly relates to an earlier date, in which case such representation or warranty is true and correct as of such earlier date).

4. Reference to and Effect on the Credit Agreement.

(a) Upon the effectiveness hereof, each reference to the Credit Agreement in the Credit Agreement or any other Loan Document shall mean and be a reference to the Amended Credit Agreement.

(b) Except as specifically amended above, each Loan Document and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

(c) Except as specifically provided above, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of any provision of the Credit Agreement, the Loan Documents or any other documents, instruments and agreements executed and/or delivered in connection therewith.

(d) This Amendment shall be a Loan Document.

5. Governing Law. This Amendment shall be construed in accordance with and governed by the law of the State of New York.

6. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

7. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Amendment and/or any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), 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, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. As used herein, "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

HILLENBRAND, INC.,  
as the Company

By /s/ Theodore S. Haddad, Jr.  
Name: Theodore S. Haddad, Jr.  
Title: Vice President and Treasurer

Signature Page to Amendment No. 1 to  
Fourth Amended and Restated Credit Agreement  
(Hillenbrand, Inc., *et al.*)

HILLENBRAND LUXEMBOURG INC.,  
as a Subsidiary Borrower

By /s/ Theodore S. Haddad, Jr.  
Name: Theodore S. Haddad, Jr.  
Title: Treasurer

Signature Page to Amendment No. 1 to  
Fourth Amended and Restated Credit Agreement  
(Hillenbrand, Inc., *et al.*)

COPERION K-TRON (SCHWEIZ) GMBH,  
as a Subsidiary Borrower

By /s/ Theodore S. Haddad, Jr.  
Name: Theodore S. Haddad, Jr.  
Title: Authorized Signatory

Signature Page to Amendment No. 1 to  
Fourth Amended and Restated Credit Agreement  
(Hillenbrand, Inc., *et al.*)

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HILLENBRAND SWITZERLAND GMBH,  
as a Subsidiary Borrower

By /s/ Theodore S. Haddad, Jr.  
Name: Theodore S. Haddad, Jr.  
Title: Chairman of the Board of Managing Officers

Signature Page to Amendment No. 1 to  
Fourth Amended and Restated Credit Agreement  
(Hillenbrand, Inc., *et al.*)

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ROTEX EUROPE LTD,  
as a Subsidiary Borrower

By /s/ James D. Huchison  
Name: James D. Huchison  
Title: Director

Signature Page to Amendment No. 1 to  
Fourth Amended and Restated Credit Agreement  
(Hillenbrand, Inc., *et al.*)

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COPERION GMBH,  
as a Subsidiary Borrower

By /s/ Ulrich Bartel  
Name: Ulrich Bartel  
Title: Managing Director

By /s/ Stefan Rottke  
Name: Stefan Rottke  
Title: Managing Director

Signature Page to Amendment No. 1 to  
Fourth Amended and Restated Credit Agreement  
(Hillenbrand, Inc., *et al.*)

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HILLENBRAND GERMANY HOLDING GMBH,  
as a Subsidiary Borrower

By /s/ Kimberly K. Ryan  
Name: Kimberly K. Ryan  
Title: Managing Director

Signature Page to Amendment No. 1 to  
Fourth Amended and Restated Credit Agreement  
(Hillenbrand, Inc., *et al.*)

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JPMORGAN CHASE BANK, N.A.,  
individually as a Lender and as Administrative Agent

By /s/ Christopher A. Salek  
Name: Christopher A. Salek  
Title: Executive Director

Fourth Amended and Restated Credit Agreement  
(Hillenbrand, Inc., *et al.*)

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WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as a Lender

By /s/ Kyle Lacey

Name: Kyle Lacey

Title: Director

Signature Page to Amendment No. 1 to  
Fourth Amended and Restated Credit Agreement  
(Hillenbrand, Inc., *et al.*)

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HSBC BANK USA, NATIONAL ASSOCIATION,  
as a Lender

By /s/ Casey Klepsch

Name: Casey Klepsch

Title: Senior Vice President

Signature Page to Amendment No. 1 to  
Fourth Amended and Restated Credit Agreement  
(Hillenbrand, Inc., *et al.*)

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CITIZENS BANK, N.A.,  
as a Lender

By /s/ Izabela Algave

Name: Izabela Algave

Title: Vice President

Signature Page to Amendment No. 1 to  
Fourth Amended and Restated Credit Agreement  
(Hillenbrand, Inc., *et al.*)

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PNC BANK, NATIONAL ASSOCIATION,  
as a Lender

By /s/ Taylor Snare

Name: Taylor Snare

Title: Vice President

Signature Page to Amendment No. 1 to  
Fourth Amended and Restated Credit Agreement  
(Hillenbrand, Inc., *et al.*)

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U.S. BANK NATIONAL ASSOCIATION,  
as a Lender

By /s/ Ronald W. Denno

Name: Ronald W. Denno

Title: Vice President

Signature Page to Amendment No. 1 to  
Fourth Amended and Restated Credit Agreement  
(Hillenbrand, Inc., *et al.*)

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BMO HARRIS FINANCING, INC.,  
as a Lender

By /s/ Jennifer Wolter  
Name: Jennifer Wolter  
Title: Director

Signature Page to Amendment No. 1 to  
Fourth Amended and Restated Credit Agreement  
(Hillenbrand, Inc., *et al.*)

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SUMITOMO MITSUI BANKING CORPORATION,  
as a Lender

By /s/ Jun Ashley  
Name: Jun Ashley  
Title: Director

Signature Page to Amendment No. 1 to  
Fourth Amended and Restated Credit Agreement  
(Hillenbrand, Inc., *et al.*)

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TRUIST BANK,  
as a Lender

By /s/ Troy Weaver  
Name: Troy Weaver  
Title: Managing Director

Signature Page to Amendment No. 1 to  
Fourth Amended and Restated Credit Agreement  
(Hillenbrand, Inc., *et al.*)

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BANK OF AMERICA, N.A.,  
as a Lender

By /s/ Matthew Doye  
Name: Matthew Doye  
Title: Senior Vice President

Signature Page to Amendment No. 1 to  
Fourth Amended and Restated Credit Agreement  
(Hillenbrand, Inc., *et al.*)

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COMMERZBANK AG, NEW YORK BRANCH,  
as a Lender

By /s/ Jack Deegan  
Name: Jack Deegan  
Title: Director

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By /s/ Robert Sullivan  
Name: Robert Sullivan  
Title: Vice President

Signature Page to Amendment No. 1 to  
Fourth Amended and Restated Credit Agreement  
(Hillenbrand, Inc., *et al.*)

EXHIBIT A

Consent and Reaffirmation

Each of the undersigned hereby acknowledges receipt of a copy of the foregoing Amendment No. 1 to the Fourth Amended and Restated Credit Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of June 8, 2022, by and among Hillenbrand, Inc. (the "Company"), the Subsidiary Borrowers (collectively with the Company, the "Borrowers"), the Lenders and JPMorgan Chase Bank, N.A., as Administrative Agent (the "Administrative Agent"), which Amendment No. 1 is dated as of June 21, 2023, and is by and among the Borrowers, the financial institutions listed on the signature pages thereof and the Administrative Agent (the "Amendment"). Capitalized terms used in this Consent and Reaffirmation and not defined herein shall have the meanings given to them in the Credit Agreement. Without in any way establishing a course of dealing by the Administrative Agent or any Lender, each of the undersigned consents to the Amendment and reaffirms the terms and conditions of the Subsidiary Guaranty and any other Loan Document executed by it and acknowledges and agrees that the Subsidiary Guaranty and each and every such Loan Document executed by the undersigned in connection with the Credit Agreement remains in full force and effect and is hereby reaffirmed, ratified and confirmed. All references to the Credit Agreement contained in the above-referenced documents shall be a reference to the Credit Agreement as so modified by the Amendment and as the same may from time to time hereafter be amended, modified or restated.

This Consent and Reaffirmation shall be construed in accordance with and governed by the law of the State of New York. This Consent and Reaffirmation may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Consent and Reaffirmation by telecopy, e-mailed.pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Consent and Reaffirmation.

Dated June 21, 2023

[Signature Page Follows]

IN WITNESS WHEREOF, this Consent and Reaffirmation has been duly executed and delivered as of the day and year above written.

MILACRON PLASTICS TECHNOLOGIES GROUP LLC

PROCESS EQUIPMENT GROUP, INC.

By: /s/ Theodore S. Haddad, Jr.  
Name: Theodore S. Haddad, Jr.  
Title: Treasurer

By: /s/ Theodore S. Haddad, Jr.  
Name: Theodore S. Haddad, Jr.  
Title: Treasurer

K-TRON INVESTMENT CO.

MILACRON MARKETING COMPANY LLC

By: /s/ Theodore S. Haddad, Jr.  
Name: Theodore S. Haddad, Jr.  
Title: Vice President and Assistant Treasurer

By: /s/ Theodore S. Haddad, Jr.  
Name: Theodore S. Haddad, Jr.  
Title: Treasurer

MILACRON LLC

HILLENBRAND LUXEMBOURG INC.

By: /s/ Theodore S. Haddad, Jr.  
Name: Theodore S. Haddad, Jr.  
Title: Treasurer

By: /s/ Theodore S. Haddad, Jr.  
Name: Theodore S. Haddad, Jr.  
Title: Treasurer

Signature Page to Consent and Reaffirmation to Amendment No. 1 to  
Fourth Amended and Restated Credit Agreement  
(Hillenbrand, Inc., *et al.*)

ANNEX A

Attached

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# J.P.Morgan

## FOURTH AMENDED AND RESTATED CREDIT AGREEMENT

dated as of

June 8, 2022

among

HILLENBRAND, INC.

HILLENBRAND LUXEMBOURG INC.,  
COPERION K-TRON (SCHWEIZ) GMBH,  
HILLENBRAND SWITZERLAND GMBH,  
~~BATESVILLE CANADA ULC BATESVILLE CANADA SRL~~,  
ROTEX EUROPE LTD,  
COPERION GMBH and  
HILLENBRAND GERMANY HOLDING GMBH

The other Subsidiary Borrowers Party Hereto

The Lenders Party Hereto

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent

HSBC BANK USA, NATIONAL ASSOCIATION and  
WELLS FARGO BANK, NATIONAL ASSOCIATION  
as Co-Syndication Agents

and

CITIZENS BANK, N.A., PNC BANK, NATIONAL ASSOCIATION,  
U.S. BANK NATIONAL ASSOCIATION, BMO HARRIS FINANCING, INC.,  
SUMITOMO MITSUI BANKING CORPORATION, TRUIST BANK and  
BANK OF AMERICA, N.A.  
as Co-Documentation Agents

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JPMORGAN CHASE BANK, N.A.,  
HSBC BANK USA, NATIONAL ASSOCIATION and  
WELLS FARGO SECURITIES, LLC  
as Joint Bookrunners and Joint Lead Arrangers

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FOURTH AMENDED AND RESTATED CREDIT AGREEMENT (this “Agreement”) dated as of June 8, 2022, among HILLENBRAND, INC., an Indiana corporation, HILLENBRAND LUXEMBOURG INC., a Delaware corporation, COPERION K-TRON (SCHWEIZ) GMBH, a Swiss limited liability company, HILLENBRAND SWITZERLAND GMBH, a Swiss limited liability company, ~~BATESVILLE CANADA ULC BATESVILLE CANADA SRI, an unlimited company under the Companies Act (Nova Scotia)~~, ROTEX EUROPE LTD, a private company limited by shares under the laws of England and Wales, COPERION GMBH, a German limited liability company, HILLENBRAND GERMANY HOLDING GMBH, a German limited liability company, the other SUBSIDIARY BORROWERS from time to time party hereto, the LENDERS from time to time party hereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent, HSBC BANK USA, NATIONAL ASSOCIATION and WELLS FARGO BANK, NATIONAL ASSOCIATION as Co-Syndication Agents and CITIZENS BANK, N.A., PNC BANK, NATIONAL ASSOCIATION, U.S. BANK NATIONAL ASSOCIATION, BMO HARRIS FINANCING, INC., SUMITOMO MITSUI BANKING CORPORATION, TRUIST BANK and BANK OF AMERICA, N.A. as Co-Documentation Agents.

WHEREAS, the Borrowers, certain of the Lenders and the Administrative Agent are currently party to that certain Third Amended and Restated Credit Agreement dated as of August 28, 2019 (as amended, supplemented or otherwise modified prior to the date hereof, the “Existing Credit Agreement”);

WHEREAS, the Borrowers, the Lenders, the Departing Lender (as hereafter defined) and the Administrative Agent have agreed (a) to enter into this Agreement in order to (i) amend and restate the Existing Credit Agreement in its entirety; (ii) re-evidence the obligations under the Existing Credit Agreement, which shall be repayable in accordance with the terms of this Agreement; and (iii) set forth the terms and conditions under which the Lenders will, from time to time, make loans and extend other financial accommodations to or for the benefit of the Borrowers and (b) that the Departing Lender shall cease to be a party to the Existing Credit Agreement as evidenced by its execution and delivery of its Departing Lender Signature Page;

WHEREAS, it is the intent of the parties hereto that this Agreement not constitute a novation of the obligations and liabilities of the parties under the Existing Credit Agreement or be deemed to evidence or constitute full repayment of such obligations and liabilities, but that this Agreement amend and restate in its entirety the Existing Credit Agreement and re-evidence the obligations and liabilities of the Borrowers and the other credit parties outstanding thereunder, which shall be payable in accordance with the terms hereof; and

WHEREAS, it is also the intent of the Borrowers and the Subsidiary Guarantors to confirm that all obligations under the “Loan Documents” (as referred to and defined in the Existing Credit Agreement) shall continue in full force and effect as modified and/or restated by the Loan Documents (as referred to and defined herein) and that, from and after the Effective Date, all references to the “Credit Agreement” contained in any such existing “Loan Documents” shall be deemed to refer to this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree that the Existing Credit Agreement is hereby amended and restated as follows:

## ARTICLE I

### Definitions

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

“ABR”, when used in reference to any Loan or Borrowing, refers to such Loan, or the Loans comprising such Borrowing, bearing interest at a rate determined by reference to the Alternate Base Rate. All ABR Loans shall be denominated in Dollars.

“Additional Commitment Lender” is defined in Section 2.25(d).

“Acquisition-Related Incremental Term Loans” has the meaning assigned to such term in Section 2.20.

“Adjusted Covenant Period” means, in connection with an acquisition that involves the payment of consideration by the Company and/or its Subsidiaries in excess of \$75,000,000, a period commencing with the fiscal quarter in which such acquisition occurs and the four (4) consecutive full fiscal quarters ending thereafter.

“Adjusted Daily Simple RFR” means, (i) with respect to any RFR Borrowing denominated in Pounds Sterling, an interest rate per annum equal to the Daily Simple RFR for Pounds Sterling, (ii) with respect to any RFR Borrowing denominated in Swiss Francs, an interest rate per annum equal to the Daily Simple RFR for Swiss Francs, and (iii) with respect to any RFR Borrowing denominated in Dollars, an interest rate per annum equal to (a) the Daily Simple RFR for Dollars, plus (b) 0.10%; provided that if the Adjusted Daily Simple RFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“Adjusted EURIBO Rate” means, with respect to any Term Benchmark Borrowing denominated in euro for any Interest Period, an interest rate per annum equal to (a) the EURIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate; provided that if the Adjusted EURIBO Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“Adjusted Period” means the period commencing on the date on or after the Amendment No. 1 Effective Date on which the LG Facility Agreement Condition is satisfied and ending on the Adjusted Period Termination Date.

“Adjusted Period Termination Date” means the first date on or after April 1, 2025 that all principal, interest and other amounts owing in respect of the Term A-2 Loans have been paid in full.

“Adjusted Term SOFR Rate” means, with respect to any Term Benchmark Borrowing denominated in Dollars for any Interest Period, an interest rate per annum equal to (a) the Term SOFR Rate for such Interest Period, plus (b) 0.10%; provided that if the Adjusted Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“Adjusted TIBO Rate” means, with respect to any Term Benchmark Borrowing denominated in Japanese Yen for any Interest Period, an interest rate per annum equal to (a) the TIBO

Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate; provided that if the Adjusted TIBO Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“Administrative Agent” means JPMorgan Chase Bank, N.A. (including its branches and affiliates), in its capacity as administrative agent for the Lenders hereunder.

“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.

“Agreed Currencies” means (i) Dollars, (ii) euro, (iii) Pounds Sterling, (iv) Swiss Francs, (v) Canadian Dollars, (vi) Japanese Yen and (vii) any other currency (x) that is a lawful currency (other than Dollars) that is readily available and freely transferable and convertible into Dollars and (y) that is agreed to by the Administrative Agent and each of the Revolving Lenders.

“Agreement” has the meaning assigned to such term in the introductory paragraph.

“Alternate Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% and (c) the Adjusted Term SOFR Rate for a one month Interest Period as published two U.S. Government Securities Business Days prior to such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, provided that for the purpose of this definition, the Adjusted Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.14(b)), then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement.

“Amendment No. 1 Effective Date” means June 21, 2023.

“Ancillary Document” has the meaning assigned to it in Section 9.06.

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the Company or its Subsidiaries from time to time concerning or relating to bribery or corruption.

“Applicable LC Sublimit” means, as of the Effective Date (i) with respect to JPMorgan Chase Bank, N.A. in its capacity as an Issuing Bank under this Agreement, \$20,000,000, (ii) with respect

to HSBC Bank USA, National Association in its capacity as an Issuing Bank under this Agreement, \$20,000,000, (iii) with respect to Wells Fargo Bank, National Association in its capacity as an Issuing Bank under this Agreement, \$20,000,000, (iv) with respect to Citizens Bank, N.A. in its capacity as an Issuing Bank under this Agreement, \$20,000,000, (v) with respect to PNC Bank, National Association in its capacity as an Issuing Bank under this Agreement, \$20,000,000, (vi) with respect to U.S. Bank National Association in its capacity as an Issuing Bank under this Agreement, \$20,000,000, (vii) with respect to BMO Harris Financing, Inc. in its capacity as an Issuing Bank under this Agreement, \$20,000,000, (viii) with respect to Sumitomo Mitsui Banking Corporation in its capacity as an Issuing Bank under this Agreement, \$20,000,000, (ix) with respect to Truist Bank in its capacity as an Issuing Bank under this Agreement, \$20,000,000, (x) with respect to Bank of America, N.A. in its capacity as an Issuing Bank under this Agreement, \$20,000,000 and (xi) with respect to any other Person that becomes an Issuing Bank pursuant to the terms of this Agreement, such amount as agreed to in writing by the Company, the Administrative Agent and such Person at the time such Person becomes an Issuing Bank pursuant to the terms of the Agreement, as each of the foregoing amounts may be decreased or increased from time to time with the written consent of the Company, the Administrative Agent and the Issuing Banks (provided that any increase in the Applicable LC Sublimit with respect to any Issuing Bank (and any decrease in the Applicable LC Sublimit with respect to any Issuing Bank after any such increase in the Applicable LC Sublimit of such Issuing Bank so long as such decrease would not cause the Applicable LC Sublimit of such Issuing Bank to be less than its Applicable LC Sublimit as of the Effective Date) shall only require the consent of the Company, the Administrative Agent and such Issuing Bank).

“Applicable Maturity Date” has the meaning assigned to it in Section 2.25(a).

“Applicable Parties” has the meaning assigned to such term in Section 8.02(c).

“Applicable Payment Office” means, (a) in the case of a Canadian Swingline Loan, the Canadian Payment Office and (b) in the case of a Term Benchmark Borrowing, an RFR Borrowing or a Euro Swingline Loan, the applicable Foreign Currency Payment Office.

“Applicable Percentage” means, with respect to any Lender, (a) with respect to Revolving Loans, LC Exposure or Swingline Loans, the percentage equal to a fraction the numerator of which is such Lender’s Revolving Commitment and the denominator of which is the aggregate Revolving Commitments of all Revolving Lenders (if the Revolving Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Revolving Commitments most recently in effect, giving effect to any assignments) ~~and~~, (b) with respect to the Term A-1 Loans, (i) at any time prior to the funding of the Term A-1 Loans on the Term A-1 Loan Funding Date, a percentage equal to a fraction the numerator of which is such Lender’s Term A-1 Loan Commitment and the denominator of which is the aggregate Term A-1 Loan Commitments of all Term A-1 Lenders and (ii) at any time after the funding of the Term A-1 Loans on the Term A-1 Loan Funding Date, a percentage equal to a fraction the numerator of which is such Lender’s outstanding principal amount of the Term A-1 Loans and the denominator of which is the aggregate outstanding principal amount of the Term A-1 Loans of all Term A-1 Lenders and (c) with respect to the Term A-2 Loans, (i) at any time prior to the funding of the Term A-2 Loans on the Term A-2 Loan Funding Date, a percentage equal to a fraction the numerator of which is such Lender’s Term A-2 Loan Commitment and the denominator of which is the aggregate Term A-2 Loan Commitments of all Term A-2 Lenders and (ii) at any time after the funding of the Term A-2 Loans on the Term A-2 Loan Funding Date, a percentage equal to a fraction the numerator of which is such Lender’s outstanding principal amount of the Term A-2 Loans and the denominator of which is the aggregate outstanding principal amount of the Term A-2 Loans of all Term A-2 Lenders.

“Applicable Pledge Percentage” means (A) 100% of the issued and outstanding Equity Interests of each Pledge Subsidiary that is a Domestic Subsidiary and (B) 65% of the issued and outstanding Equity Interests entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) and 100% of the issued and outstanding Equity Interests not entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) in each Pledge Subsidiary that is a Foreign Subsidiary.

“Applicable Rate” means:

(a) for any day, with respect to any Term Benchmark Revolving Loan, any RFR Revolving Loan, any ABR Revolving Loan, any Canadian Base Rate Loan or with respect to any Commercial Letter of Credit or with respect to the facility fees or ticking fees payable hereunder, as the case may be, the applicable rate per annum set forth below under the caption “Term Benchmark/RFR Revolving Spread”, “ABR/Canadian Base Rate Spread”, “Commercial Letter of Credit Rate” or “Facility Fee Rate/Ticking Fee Rate”, as the case may be, based upon the Leverage Ratio applicable on such date:

|                    | <u>Leverage Ratio:</u>            | <u>Term Benchmark / RFR Revolving Spread</u> | <u>ABR / Canadian Base Rate Revolving Spread</u> | <u>Commercial Letter of Credit Rate</u> | <u>Facility Fee Rate / Ticking Fee Rate</u> |
|--------------------|-----------------------------------|--|--|---|---|
| <u>Category 1:</u> | < 1.00 to 1.00                    | 0.90%  | 0%   | 0.45%                                   | 0.10%                                       |
| <u>Category 2:</u> | ≥ 1.00 to 1.00 but < 1.50 to 1.00 | 1.00%  | 0%   | 0.50%                                   | 0.125%                                      |
| <u>Category 3:</u> | ≥ 1.50 to 1.00 but < 2.00 to 1.00 | 1.10%  | 0.10%  | 0.55%                                   | 0.15%                                       |
| <u>Category 4:</u> | ≥ 2.00 to 1.00 but < 2.50 to 1.00 | 1.20%  | 0.20%  | 0.60%                                   | 0.175%                                      |
| <u>Category 5:</u> | ≥ 2.50 to 1.00 but < 3.00 to 1.00 | 1.30%  | 0.30%  | 0.65%                                   | 0.20%                                       |
| <u>Category 6:</u> | ≥ 3.00 to 1.00                    | 1.525%                                       | 0.525%   | 0.7625%                                 | 0.225%                                      |

(b) for any day, with respect to any Term Benchmark Term Loan, any RFR Term Loan or any ABR Term Loan, as the case may be, the applicable rate per annum set forth below under the caption “Term Benchmark/RFR Term Loan Spread”, “ABR Term Loan Spread”, as the case may be, based upon the Leverage Ratio applicable on such date:

|                    | <u>Leverage Ratio:</u>            | <u>Term Benchmark / RFR Term Loan Spread</u> | <u>ABR Term Loan Spread</u> |
|--------------------|-----------------------------------|--|-----------------------------|
| <u>Category 1:</u> | < 1.00 to 1.00                    | 1.00%  | 0%                          |
| <u>Category 2:</u> | ≥ 1.00 to 1.00 but < 1.50 to 1.00 | 1.125%                                       | 0.125%                      |
| <u>Category 3:</u> | ≥ 1.50 to 1.00 but < 2.00 to 1.00 | 1.25%  | 0.25%                       |
| <u>Category 4:</u> | ≥ 2.00 to 1.00 but < 2.50 to 1.00 | 1.375%                                       | 0.375%                      |

|                    |                                   |       |       |
|--------------------|-----------------------------------|-------|-------|
| <u>Category 5:</u> | ≥ 2.50 to 1.00 but < 3.00 to 1.00 | 1.50% | 0.50% |
| <u>Category 6:</u> | ≥ 3.00 to 1.00                    | 1.75% | 0.75% |

For purposes of the foregoing clauses (a) and (b),

(i) if at any time the Company fails to deliver the Financials by the date the Financials are due pursuant to Section 5.01, Category 6 shall be deemed applicable for the period commencing three (3) Business Days after the required date of delivery and ending on the date which is three (3) Business Days after the Financials are actually delivered, after which the Category shall be determined in accordance with the table above as applicable;

(ii) adjustments, if any, to the Category then in effect shall be effective three (3) Business Days after the Administrative Agent has received the applicable Financials (it being understood and agreed that each change in Category shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change); and

(iii) notwithstanding the foregoing, Category 3 shall be deemed to be applicable from and after the Effective Date until the Administrative Agent’s receipt of the Financials for the Company’s fiscal quarter ending on or about June 30, 2022 (unless such financial statements demonstrate that Category 4, 5 or 6 should have been applicable during such period, in which case such other Category shall be deemed to be applicable during such period) and adjustments to the Category then in effect shall thereafter be effected in accordance with the preceding paragraphs.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, at all times during the Adjusted Period, “Applicable Rate” means:

(a) for any day, with respect to any Term Benchmark Revolving Loan, any RFR Revolving Loan, any ABR Revolving Loan, any Canadian Base Rate Loan or with respect to any Commercial Letter of Credit or with respect to the facility fees or ticking fees payable hereunder, as the case may be, the applicable

rate per annum set forth below under the caption “Term Benchmark/RFR Revolving Spread”, “ABR/Canadian Base Rate Spread”, “Commercial Letter of Credit Rate” or “Facility Fee Rate/Ticking Fee Rate”, as the case may be, based upon the Leverage Ratio applicable on such date:

|                    | <u>Leverage Ratio:</u>                      | <u>Term Benchmark / RFR Revolving Spread</u> | <u>ABR / Canadian Base Rate Revolving Spread</u> | <u>Commercial Letter of Credit Rate</u> | <u>Facility Fee Rate / Ticking Fee Rate</u> |
|--------------------|---|--|--|---|---|
| <u>Category 1:</u> | <u>&lt; 1.00 to 1.00</u>                    | <u>0.90%</u>                                 | <u>0%</u>  | <u>0.45%</u>                            | <u>0.10%</u>                                |
| <u>Category 2:</u> | <u>≥ 1.00 to 1.00 but &lt; 1.50 to 1.00</u> | <u>1.00%</u>                                 | <u>0%</u>  | <u>0.50%</u>                            | <u>0.125%</u>                               |
| <u>Category 3:</u> | <u>≥ 1.50 to 1.00 but &lt; 2.00 to 1.00</u> | <u>1.10%</u>                                 | <u>0.10%</u>                                     | <u>0.55%</u>                            | <u>0.15%</u>                                |

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|                    |   |               |               |                |               |
|--------------------|---|---------------|---------------|----------------|---------------|
| <u>Category 4:</u> | <u>≥ 2.00 to 1.00 but &lt; 2.50 to 1.00</u> | <u>1.20%</u>  | <u>0.20%</u>  | <u>0.60%</u>   | <u>0.175%</u> |
| <u>Category 5:</u> | <u>≥ 2.50 to 1.00 but &lt; 3.00 to 1.00</u> | <u>1.30%</u>  | <u>0.30%</u>  | <u>0.65%</u>   | <u>0.20%</u>  |
| <u>Category 6:</u> | <u>≥ 3.00 to 1.00 but &lt; 3.50 to 1.00</u> | <u>1.525%</u> | <u>0.525%</u> | <u>0.7625%</u> | <u>0.225%</u> |
| <u>Category 7:</u> | <u>≥ 3.50 to 1.00 but &lt; 4.00 to 1.00</u> | <u>1.75%</u>  | <u>0.75%</u>  | <u>0.875%</u>  | <u>0.25%</u>  |
| <u>Category 8:</u> | <u>≥ 4.00 to 1.00</u>                       | <u>1.95%</u>  | <u>0.95%</u>  | <u>0.975%</u>  | <u>0.30%</u>  |

(b) for any day, with respect to any Term Benchmark Term Loan, any RFR Term Loan or any ABR Term Loan, as the case may be, the applicable rate per annum set forth below under the caption “Term Benchmark/RFR Term Loan Spread”, “ABR Term Loan Spread”, as the case may be, based upon the Leverage Ratio applicable on such date:

|                    | <u>Leverage Ratio:</u>                      | <u>Term Benchmark / RFR Term Loan Spread</u> | <u>ABR Term Loan Spread</u> |
|--------------------|---|--|-----------------------------|
| <u>Category 1:</u> | <u>&lt; 1.00 to 1.00</u>                    | <u>1.00%</u>                                 | <u>0%</u>                   |
| <u>Category 2:</u> | <u>≥ 1.00 to 1.00 but &lt; 1.50 to 1.00</u> | <u>1.125%</u>                                | <u>0.125%</u>               |
| <u>Category 3:</u> | <u>≥ 1.50 to 1.00 but &lt; 2.00 to 1.00</u> | <u>1.25%</u>                                 | <u>0.25%</u>                |
| <u>Category 4:</u> | <u>≥ 2.00 to 1.00 but &lt; 2.50 to 1.00</u> | <u>1.375%</u>                                | <u>0.375%</u>               |
| <u>Category 5:</u> | <u>≥ 2.50 to 1.00 but &lt; 3.00 to 1.00</u> | <u>1.50%</u>                                 | <u>0.50%</u>                |
| <u>Category 6:</u> | <u>≥ 3.00 to 1.00 but &lt; 3.50 to 1.00</u> | <u>1.75%</u>                                 | <u>0.75%</u>                |
| <u>Category 7:</u> | <u>≥ 3.50 to 1.00 but &lt; 4.00 to 1.00</u> | <u>2.00%</u>                                 | <u>1.00%</u>                |
| <u>Category 8:</u> | <u>≥ 4.00 to 1.00</u>                       | <u>2.25%</u>                                 | <u>1.25%</u>                |

For purposes of the immediately foregoing clauses (a) and (b),

(i) if at any time the Company fails to deliver the Financials by the date the Financials are due pursuant to Section 5.01, Category 8 shall be deemed applicable for the period commencing three (3) Business Days after the required date of delivery and ending on the date which is three (3) Business Days after the Financials are actually delivered, after which the Category shall be determined in accordance with the table above as applicable;

(ii) adjustments, if any, to the Category then in effect shall be effective three (3) Business Days after the Administrative Agent has received the applicable Financials (it being understood and agreed that each change in Category shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change); and

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(iii) notwithstanding the foregoing, Category 6 shall be deemed to be applicable to the Term A-2 Loans and Term A-2 Loan Commitments from and after the Amendment No. 1 Effective Date until the Administrative Agent’s receipt of the Financials for the fiscal quarter in which the Term A-2 Loan Funding Date occurred, and adjustments to the Category then in effect shall thereafter be effected in accordance with the preceding paragraphs.

“Applicable Time” means, with respect to any Borrowings and payments in any Foreign Currency, the local time in the place of settlement for such Foreign Currency as may be determined by the Administrative Agent or the Issuing Bank, as the case may be, to be necessary for timely settlement on the relevant date in accordance with normal banking procedures in the place of payment.

“Approved Electronic Platform” has the meaning assigned to such term in Section 8.02(a).



“Approved Fund” has the meaning assigned to such term in Section 9.04(b).

“Arranger” means each of JPMorgan Chase Bank, N.A., HSBC Bank USA, National Association and Wells Fargo Securities, LLC in its capacity as a joint bookrunner and a joint lead arranger hereunder.

“Assignment and Assumption” means an assignment and assumption agreement entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form (including electronic records generated by the use of an electronic platform) approved by the Administrative Agent.

“Attributable Indebtedness” means, on any date, in respect of any finance lease of any Person, the capitalized amount thereof that would appear on the balance sheet of such Person prepared as of such date in accordance with GAAP; provided that in no event shall an operating lease be treated as Attributable Indebtedness regardless of whether such obligation appears on a balance sheet in accordance with GAAP.

“Augmenting Lender” has the meaning assigned to such term in Section 2.20.

“Augmenting Lender Supplement” means an Augmenting Lender Supplement substantially in the form of Exhibit D.

“Auto Extension Letter of Credit” has the meaning assigned to such term in Section 2.06(c).

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark for any Agreed Currency, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to clause (e) of Section 2.14.

“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).

“Banking Services” means all bank, banking, financial and other similar or related products and services provided to the Company or any Subsidiary by any Lender or any of its Affiliates including, without limitation, (a) credit cards for commercial customers (including, without limitation, commercial credit cards and purchasing cards), (b) stored value cards, (c) merchant processing services and (d) supply chain financing, (e) cash management or treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, any direct debit scheme or arrangement, overdrafts and interstate depository network services, real time payment services and account reconciliation services, and including notional pooling arrangements).

“Banking Services Agreement” means any agreement entered into by the Company or any Subsidiary in connection with Banking Services.

“Banking Services Obligations” means any and all obligations of the Company or any Subsidiary, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Banking Services.

“Bankruptcy Event” means, with respect to any Person, such Person becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment or has had any order for relief in such proceeding entered in respect thereof, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy”, as now and hereafter in effect, or any successor statute.

“Benchmark” means, initially, with respect to any (i) RFR Loan in any Agreed Currency, the applicable Relevant Rate for such Agreed Currency or (ii) Term Benchmark Loan, the Relevant Rate for such Agreed Currency; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the applicable Relevant Rate or the then-current

Benchmark for such Agreed Currency, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 2.14.

“Benchmark Replacement” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date; provided that, in the case of any Loan denominated in a Foreign Currency, “Benchmark Replacement” shall mean the alternative set forth in (2) below:

(1) in the case of any Loan denominated in Dollars, the Adjusted Daily Simple RFR for RFR Borrowings denominated in Dollars;

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Company as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the

mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in the applicable Agreed Currency at such time in the United States and (b) the related Benchmark Replacement Adjustment;

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

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Company for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in the applicable Agreed Currency at such time.

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

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

“Benchmark Replacement Date” means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board, the NYFRB, the CME Term SOFR Administrator, the central bank for the Agreed Currency applicable to such Benchmark, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or

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publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

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

“Benchmark Unavailability Period” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14.

“Beneficial Ownership Certification” means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

“Beneficial Ownership Regulation” means 31 C.F.R. § 1010.230.

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

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

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

“Borrower” means the Company or any Subsidiary Borrower.

“Borrower DTTP Filing” means an HM Revenue & Customs' Form DTTP2 duly completed and filed by the relevant Borrower, which:

(a) where it relates to a Treaty Lender that is a Lender on the date of this Agreement, contains the scheme reference number and jurisdiction of tax residence stated on the signature page of that Lender, and

(i) where the Borrower is a Borrower on the date of this Agreement, is filed with HM Revenue & Customs within thirty (30) days of the date of this Agreement; or

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(ii) where the Borrower becomes a Borrower after the date of this Agreement, is filed with HM Revenue & Customs within thirty (30) days of the date on which that Borrower becomes a Borrower; or

(b) where it relates to a Treaty Lender that becomes a Lender after the date of this Agreement, contains the scheme reference number and jurisdiction of tax residence stated in respect of that Lender in the relevant Assignment and Assumption or Augmenting Lender Supplement (as the case may be), and

(i) where the Borrower is a Borrower as at the date on which the relevant Lender becomes a Lender (“New Lender Date”), is filed with HM Revenue & Customs within thirty (30) days of that New Lender Date; or

(ii) where the Borrower is not a Borrower as at the relevant New Lender Date, is filed with HM Revenue & Customs within thirty (30) days of the date on which that Borrower becomes a Borrower.

“Borrowing” means (a) Revolving Loans of the same Class and Type, made, converted or continued on the same date to the same Borrower and, in the case of Term Benchmark Loans, as to which a single Interest Period is in effect, (b) a Term Loan of the same Type and Class, made, converted or continued on the same date and, in the case of Term Benchmark Loans, as to which a single Interest Period is in effect, or (c) a Swingline Loan.

“Borrowing Request” means a request by any Borrower for a Borrowing in accordance with Section 2.03, which shall be substantially in the form attached hereto as Exhibit B-1 or any other form approved by the Administrative Agent or the Swingline Lender, as applicable.

“Borrowing Subsidiary Agreement” means a Borrowing Subsidiary Agreement substantially in the form of Exhibit F-1.

“Borrowing Subsidiary Termination” means a Borrowing Subsidiary Termination substantially in the form of Exhibit F-2.

“Business Day” means any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; provided that, (i) in relation to Loans denominated in Pounds Sterling, any day (other than a Saturday or a Sunday) on which banks are open for business in London, (ii) in relation to Loans denominated in Japanese Yen and in relation to the calculation or computation of the TIBO Rate, any day (other than a Saturday or a Sunday) on which banks are open for business in Japan, (iii) in relation to Loans denominated in euro and in relation to the calculation or computation of the EURIBO Rate, any day which is a TARGET Day, (iv) in relation to Loans denominated in Canadian Dollars and in relation to the calculation or computation of the CDOR Rate or the Canadian Prime Rate, any day (other than a Saturday or a Sunday) on which banks are open for business in Toronto ~~and~~, (v) in relation to RFR Loans and any interest rate settings, fundings, disbursements, settlements or payments of any such RFR Loan, or any other dealings in the applicable Agreed Currency of such RFR Loan, any such day that is only an RFR Business Day; and (vi) in relation to Loans referencing the Adjusted Term SOFR Rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Adjusted Term SOFR Rate or any other dealings of such Loans referencing the Adjusted Term SOFR Rate, any such day that is a U.S. Government Securities Business Day.

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“Canadian Base Rate”, when used in reference to any Loan or Borrowing, refers to a Loan, or the Loans comprising such Borrowing, bearing interest at a rate determined by reference to the Canadian Prime Rate.

“Canadian Borrower” means any Canadian Subsidiary that becomes a Subsidiary Borrower pursuant to Section 2.23 and in each case, that has not ceased to be a Subsidiary Borrower pursuant to such Section.

“Canadian Dollars” or “Cdn.\$” means the lawful currency of Canada.

“Canadian Payment Office” of the Administrative Agent means the office, branch, affiliate or correspondent bank of the Administrative Agent for Canadian Swingline Loans as specified from time to time by the Administrative Agent to the Company and each Lender.

“Canadian Prime Rate” means, on any day, the rate determined by the Administrative Agent to be the higher of (i) the rate equal to the PRIMCAN Index rate that appears on the Bloomberg screen at 10:15 a.m. Toronto time on such day (or, in the event that the PRIMCAN Index is not published by Bloomberg, any other information services that publishes such index from time to time, as selected by the Administrative Agent in its reasonable discretion) and (ii) the average rate for 30 day Canadian Dollar bankers’ acceptances that appears on the Reuters Screen CDOR Page (or, in the event such rate does not appear on such page or screen, on any successor or substitute page or screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time, as selected by the Administrative Agent in

its reasonable discretion) at 10:15 a.m. Toronto time on such day (“CDOR”), plus 1% per annum; provided, that if any of the above rates shall be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement. Any change in the Canadian Prime Rate due to a change in the PRIMCAN Index or CDOR shall be effective from and including the effective date of such change in the PRIMCAN Index or CDOR, respectively.

“Canadian Subsidiary” means any Subsidiary that is organized under the laws of Canada or any province or territory thereof.

“Canadian Swingline Loan” means a Loan made to a Canadian Borrower in Canadian Dollars pursuant to Section 2.05.

“CBR Loan” means a Loan that bears interest at a rate determined by reference to the Central Bank Rate.

“CBR Spread” means the Applicable Rate applicable to such Loan that is replaced by a CBR Loan.

“CDOR Rate” means, with respect to any Term Benchmark Borrowing denominated in Canadian Dollars and for any Interest Period, the CDOR Screen Rate at approximately 10:15 a.m., Toronto time, on the first day of such Interest Period; provided that if the CDOR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“CDOR Screen Rate” means on any day for the relevant Interest Period, the annual rate of interest equal to the average rate applicable to Canadian Dollar Canadian bankers’ acceptances for the applicable period that appears on the “Reuters Screen CDOR Page” as defined in the International Swap Dealer Association, Inc. definitions, as modified and amended from time to time (or, in the event such rate does not appear on such page or screen, on any successor or substitute page or screen that displays

such rate, or on the appropriate page of such other information service that publishes such rate from time to time, as selected by the Administrative Agent in its reasonable discretion), rounded to the nearest 1/100<sup>th</sup> of 1% (with .005% being rounded up), as of 10:15 a.m. Toronto time on the first day of such Interest Period and, if such day is not a Business Day, then on the immediately preceding Business Day (as adjusted by Administrative Agent after 10:15 a.m. Toronto time to reflect any error in the posted rate of interest or in the posted average annual rate of interest).

“Central Bank Rate” means, the greater of (i) (A) for any Loan denominated in (a) Pounds Sterling, the Bank of England (or any successor thereto)’s “Bank Rate” as published by the Bank of England (or any successor thereto) from time to time, (b) euro, one of the following three rates as may be selected by the Administrative Agent in its reasonable discretion: (1) the fixed rate for the main refinancing operations of the European Central Bank (or any successor thereto), or, if that rate is not published, the minimum bid rate for the main refinancing operations of the European Central Bank (or any successor thereto), each as published by the European Central Bank (or any successor thereto) from time to time, (2) the rate for the marginal lending facility of the European Central Bank (or any successor thereto), as published by the European Central Bank (or any successor thereto) from time to time or (3) the rate for the deposit facility of the central banking system of the Participating Member States, as published by the European Central Bank (or any successor thereto) from time to time, (c) Swiss Francs, the policy rate of the Swiss National Bank (or any successor thereto) as published by the Swiss National Bank (or any successor thereto) from time to time, (d) Japanese Yen, the “short-term prime rate” as publicly announced by the Bank of Japan (or any successor thereto) from time to time and (e) any other Foreign Currency, a central bank rate as determined by the Administrative Agent in its reasonable discretion; plus (B) the applicable Central Bank Rate Adjustment and (ii) the Floor.

“Central Bank Rate Adjustment” means, for any day, for any Loan denominated in:

(a) Pounds Sterling, a rate equal to the difference (which may be a positive or negative value or zero) of (i) the average of Adjusted Daily Simple RFR for Pounds Sterling Borrowings for the five most recent RFR Business Days preceding such day for which SONIA was available (excluding, from such averaging, the highest and the lowest such Adjusted Daily Simple RFR applicable during such period of five RFR Business Days) minus (ii) the Central Bank Rate in respect of Pounds Sterling in effect on the last RFR Business Day in such period,

(b) Swiss Francs, a rate equal to the difference (which may be a positive or negative value or zero) of (i) the average of Adjusted Daily Simple RFR for Swiss Franc Borrowings for the five most recent RFR Business Days preceding such day for which SARON was available (excluding, from such averaging, the highest and the lowest such Adjusted Daily Simple RFR applicable during such period of five RFR Business Days) minus (ii) the Central Bank Rate in respect of Swiss Francs in effect on the last RFR Business Day in such period,

(c) euro, a rate equal to the difference (which may be a positive or negative value or zero) of (i) the average of the Adjusted EURIBO Rate for the five most recent Business Days preceding such day for which the EURIBO Screen Rate was available (excluding, from such averaging, the highest and the lowest Adjusted EURIBO Rate applicable during such period of five Business Days) minus (ii) the Central Bank Rate in respect of euro in effect on the last Business Day in such period,

(d) Japanese Yen, a rate equal to the difference (which may be a positive or negative value or zero) of (i) the average of the Adjusted TIBO Rate for the five most recent Business Days preceding such day for which the TIBO Screen Rate was available (excluding, from such averaging, the highest and the lowest Adjusted TIBO Rate applicable during such period of five Business Days) minus

(ii) the Central Bank Rate in respect of Japanese Yen in effect on the last Business Day in such period, and

(e) any other Foreign Currency determined after the Effective Date, an adjustment as determined by the Administrative Agent in its reasonable discretion.

For purposes of this definition, (x) the term Central Bank Rate shall be determined disregarding clause (i)(B) of the definition of such term and (y) each of the EURIBO Rate and the TIBO Rate on any day shall be based on the EURIBO Screen Rate or the TIBO Screen Rate, as applicable, on such day at approximately the time referred to in the definition of such term for deposits in the applicable Agreed Currency for a maturity of one month.

“Change in Control” means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the SEC thereunder as in effect on the Effective Date) other than any member or members of the Hillenbrand Family Group, of Equity Interests representing more than 40% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Company; (b) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Company by Persons who were neither (i) nominated or approved by the board of directors of the Company nor (ii) appointed by directors so nominated or approved; or (c) the Company ceases to own, directly or indirectly, and Control 100% (other than (i) directors’ qualifying shares and (ii) shares issued to foreign nationals to the extent required by applicable law) of the ordinary voting and economic power of any Subsidiary Borrower.

“Change in Law” means the occurrence, after the Effective Date (or with respect to any Lender, if later, the date on which such Lender becomes a Lender), 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, requirement or directive (whether or not having the force of law) by any Governmental Authority; provided however, that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder, issued in connection therewith or in implementation thereof, and (ii) all requests, rules, guidelines, requirements and 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, issued or implemented.

“Charges” has the meaning assigned to such term in Section 9.15.

“Class”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans, Term [A-1 Loans](#), Term [A-2](#) Loans or Swingline Loans.

“CME Term SOFR Administrator” means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

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

“Co-Documentation Agent” means each of Citizens Bank, N.A., PNC Bank, National Association, U.S. Bank National Association, BMO Harris Financing, Inc., Sumitomo Mitsui Banking Corporation, Truist Bank and Bank of America, N.A. in its capacity as co-documentation agent for the credit facilities evidenced by this Agreement.

“Co-Syndication Agent” means each of HSBC Bank USA, National Association and Wells Fargo Bank, National Association in its capacity as co-syndication agent for the credit facilities evidenced by this Agreement.

“Collateral” means any and all property of any Domestic Loan Party, now existing or hereafter acquired, that is at any time subject to a security interest or Lien in favor of Administrative Agent, on behalf of itself and the Secured Parties, pursuant to the Collateral Documents to secure the Secured Obligations, other than the Excluded Assets. For purposes of clarification, any such property shall constitute “Collateral” only during the Collateral Period.

“Collateral Documents” means, collectively, the Security Agreement, and all other agreements, instruments and documents executed in connection with this Agreement that are intended to create, perfect or evidence Liens to secure the Secured Obligations, including, without limitation, all other security agreements, pledge agreements, pledges, collateral assignments or similar agreements hereafter executed by any Domestic Loan Party and delivered to the Administrative Agent.

“Collateral Period” means the period from and after the date of a Collateral Springing Event.

“Collateral Springing Event” means the occurrence of the following during the Adjusted Period: both (i) the Corporate Family Rating from S&P is BB or lower and (ii) the Corporate Family Rating from Moody’s is Ba2 or lower.

“Commercial Letter of Credit” means a commercial documentary letter of credit issued pursuant to this Agreement by an Issuing Bank for the account of the Company or any Subsidiary for the purchase of goods in the ordinary course of business.

“Commitment” means, with respect to each Lender, the sum of such Lender’s Revolving Commitment ~~and, Term [A-1](#) Loan Commitment. The amount of each Lender’s Commitment as of the Effective Date is set forth on Schedule 2.01, or in the Assignment and Assumption or other documentation contemplated hereby pursuant to which such Lender shall have assumed its Commitment, as applicable, and Term [A-2](#) Loan Commitment.~~

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

“Communications” means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to any Loan Document or the transactions contemplated therein which is distributed by the Administrative Agent, any Lender or any Issuing Bank by means of electronic communications pursuant to Section 8.03(c), including through an Approved Electronic Platform.

“Company” means Hillenbrand, Inc., an Indiana corporation.

“Computation Date” is defined in Section 2.04.

“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 EBITDA” means, with reference to any period, Consolidated Net Income for such period ~~plus~~, without duplication and to the extent deducted from revenues in determining Consolidated Net Income for such period, (i) interest expense, (ii) income tax expense, (iii) depreciation expense, (iv) amortization expense, (v) all non-cash expenses, charges or losses, (vi) losses attributable to the early extinguishment of Indebtedness ~~and~~, (vii) (A) cash fees, costs, expenses, premiums, penalties or other losses incurred in connection with any acquisition, any asset sale or other disposition, any recapitalization, any investment, any issuance of equity interests by the Company or any issuance, incurrence or repayment of any Indebtedness by the Company or its Subsidiaries, the amortization of any deferred financing charges, and/or any refinancing transaction or modification or amendment of any debt instrument (including any transaction undertaken but not completed) and (B) non-recurring or unusual expenses, in an aggregate amount for clauses (A) and (B) not to exceed ten percent (10%) of Consolidated EBITDA for any Reference Period (as calculated without giving effect to the add-back of any item pursuant to this clause (vii)); provided that, solely during the Adjusted Period, in connection with determining the amount of the listed items that may be added back to Consolidated EBITDA pursuant to this clause (vii) (the “Specified Expenses”), (1) for the Reference Period ending September 30, 2023, (x) the Specified Expenses actually incurred by the Company and its Subsidiaries during the fiscal quarters of the Company ending December 31, 2022, March 31, 2023 and June 30, 2023 shall be added back to Consolidated EBITDA and shall not be counted against the foregoing 10% limitation and (y) the Specified Expenses actually incurred by the Company and its Subsidiaries during the fiscal quarter of the Company ending September 30, 2023 shall be counted against, and shall be subject to, the foregoing 10% limitation, (2) for the Reference Period ending December 31, 2023, (x) the Specified Expenses actually incurred by the Company and its

Subsidiaries during the fiscal quarters of the Company ending March 31, 2023 and June 30, 2023 shall be added back to Consolidated EBITDA and shall not be counted against the foregoing 10% limitation and (v) the Specified Expenses actually incurred by the Company and its Subsidiaries during the fiscal quarters of the Company ending September 30, 2023 and December 31, 2023 shall be counted against, and shall be subject to, the foregoing 10% limitation and (3) for the Reference Period ending March 31, 2024, (x) the Specified Expenses actually incurred by the Company and its Subsidiaries during the fiscal quarter of the Company ending June 30, 2023 shall be added back to Consolidated EBITDA and shall not be counted against the foregoing 10% limitation and (y) the Specified Expenses actually incurred by the Company and its Subsidiaries during the fiscal quarters of the Company ending September 30, 2023, December 31, 2023 and March 31, 2024 shall be counted against, and shall be subject to, the foregoing 10% limitation, and (viii) solely during the Adjusted Period, M&A, legal and other out-of-pocket transaction fees and expenses of the Company and Schenck relating to the Schenck Acquisition, in each case to the extent incurred prior to the date that is 12 months after the date of execution of the Share Purchase Agreement referenced in the definition of “Schenck Acquisition” minus, to the extent included in Consolidated Net Income for such period, (1) interest income, (2) income tax benefits (to the extent not netted from tax expense), (3) any cash payments made during such period in respect of items described in clause (v) above subsequent to the fiscal quarter in which the relevant non-cash expense, charge or loss were incurred and (4) gains attributable to the early extinguishment of Indebtedness, all calculated for the Company and its Subsidiaries in accordance with GAAP on a consolidated basis. For the purposes of calculating Consolidated EBITDA for any period of four consecutive fiscal quarters (each such period, a “Reference Period”), (i) if at any time during such Reference Period the Company or any Subsidiary shall have made any Material Disposition, the Consolidated EBITDA for such Reference Period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the property that is the subject of such Material Disposition for such Reference Period or increased by an amount equal to the Consolidated EBITDA (if

negative) attributable thereto for such Reference Period, and (ii) if during such Reference Period the Company or any Subsidiary shall have made a Material Acquisition, Consolidated EBITDA for such Reference Period shall be calculated after giving effect thereto on a pro forma basis as if such Material Acquisition occurred on the first day of such Reference Period. As used in this definition, “Material Acquisition” means any acquisition of property or series of related acquisitions of property that (a) constitutes (i) assets comprising all or substantially all or any significant portion of a business or operating unit of a business, or (ii) all or substantially all of the common stock or other Equity Interests of a Person, and (b) involves the payment of consideration by the Company and its Subsidiaries in excess of \$10,000,000; and “Material Disposition” means any sale, transfer or disposition of property or series of related sales, transfers, or dispositions of property that (a) constitutes (i) assets comprising all or substantially all or any significant portion of a business or operating unit of a business, or (ii) all or substantially all of the common stock or other Equity Interests of a Person, and (b) involves gross proceeds to the Company or any of its Subsidiaries in excess of \$10,000,000.

“Consolidated Indebtedness” means at any time the aggregate Indebtedness of the Company and its Subsidiaries calculated on a consolidated basis as of such time in accordance with GAAP.

“Consolidated Interest Expense” means, with reference to any period, the interest payable on, and amortization of debt discount in respect of, all Indebtedness of the Company and its Subsidiaries calculated on a consolidated basis for such period in accordance with GAAP. In the event that the Company or any Subsidiary shall have completed a Material Acquisition or a Material Disposition (as each such term is defined in the definition of Consolidated EBITDA) since the beginning of the relevant period, Consolidated Interest Expense shall be determined for such period on a pro forma basis as if such acquisition or disposition, and any related incurrence or repayment of Indebtedness, had occurred at the beginning of such period.

“Consolidated Net Income” means, with reference to any period, the net income (or loss) of the Company and its Subsidiaries calculated in accordance with GAAP on a consolidated basis (without duplication) for such period.

“Consolidated Revenues” means, with reference to any period, total revenues of the Company and its Subsidiaries calculated in accordance with GAAP on a consolidated basis for such period.

“Consolidated Tangible Assets” means, as of any date of determination thereof, Consolidated Total Assets minus the Intangible Assets of the Company and its Subsidiaries on such date.

“Consolidated Total Assets” means, as of the date of any determination thereof, total assets of the Company and its Subsidiaries calculated in accordance with GAAP on a consolidated basis as of such date.

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

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

“Corporate Family Ratings” means the public corporate credit rating established for the Company by S&P and the public corporate family rating established for the Company by Moody’s.

“Corporation Tax Act 2009” means the Corporation Tax Act 2009 of the United Kingdom.

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Covered Entity” means any of the following:

- (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

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

“CPS” means the Crown Prosecution Service of the United Kingdom (or any successor or replacement body from time to time).



“Credit Event” means a Borrowing, the issuance, amendment or extension of a Letter of Credit, an LC Disbursement or any of the foregoing.

“Credit Exposure” means, as to any Lender at any time, the sum of (a) such Lender’s Revolving Credit Exposure at such time, plus (b) an amount equal to the aggregate principal ~~amount~~ Dollar Amount of such Lender’s Term Loans outstanding at such time.

“Credit Party” means the Administrative Agent, any Issuing Bank, the Swingline Lender or any other Lender.

“Criminal Pension Power” means any action taken under, pursuant to or in connection with section 58A, section 58B, section 58C or section 58D of the United Kingdom Pensions Act 2004.

“Daily Simple ESTR” means, for any day (an “ESTR Interest Day”), with respect to any Euro Swingline Loan, an interest rate per annum equal to the greater of (a) ESTR for the day that is one Business Day prior to (i) if such ESTR Interest Day is an RFR Business Day, such ESTR Interest Day or (ii) if such ESTR Interest Day is not an RFR Business Day, the RFR Business Day immediately preceding such ESTR Interest Day and (b) 0%. Any change in Daily Simple ESTR due to a change in ESTR shall be effective from and including the effective date of such change in ESTR without notice to any Borrower.

“Daily Simple RFR” means, for any day (an “RFR Interest Day”), an interest rate per annum equal to, for any RFR Loan denominated in (i) Pounds Sterling, SONIA for the day that is five (5) RFR Business Days prior to (A) if such RFR Interest Day is an RFR Business Day, such RFR Interest Day or (B) if such RFR Interest Day is not an RFR Business Day, the RFR Business Day immediately

preceding such RFR Interest Day, (ii) Swiss Francs, SARON for the day that is five (5) RFR Business Days prior to (A) if such RFR Interest Day is an RFR Business Day, such RFR Interest Day or (B) if such RFR Interest Day is not an RFR Business Day, the RFR Business Day immediately preceding such RFR Interest Day, and (iii) Dollars, Daily Simple SOFR.

“Daily Simple SOFR” means, for any day (a “SOFR Rate Day”), a rate per annum equal to SOFR for the day that is five (5) RFR Business Days prior to (i) if such SOFR Rate Day is an RFR Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not an RFR Business Day, the RFR Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Company.

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

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

“Defaulting Lender” means any Lender that (a) has failed, within two (2) Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or Swingline Loans or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender’s good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Company or any Credit Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender’s good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three (3) Business Days after request by a Credit Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Letters of Credit and Swingline Loans under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party’s receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has become the subject of (A) a Bankruptcy Event or (B) a Bail-In Action.

“Departing Lender” means each lender under the Existing Credit Agreement that executes and delivers to the Administrative Agent a Departing Lender Signature Page.

“Departing Lender Signature Page” means the signature page to this Agreement on which it is indicated that the Departing Lender executing the same shall cease to be a party to the Existing Credit Agreement on the Effective Date.

“Disposition” or “Dispose” means the sale, transfer, license, lease or other disposition (including any Sale and Leaseback Transaction) of any property or asset by any Person, including any sale, assignment (excluding any Lien), transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

“Dollar Amount” of any amount of any currency means, at the time of determination thereof, (a) if such amount is expressed in Dollars, such amount, (b) if such amount is expressed in a Foreign Currency, the equivalent of such amount in Dollars determined by using the rate of exchange for the purchase of Dollars with such Foreign Currency last provided (either by publication or otherwise provided to the Administrative Agent) by the applicable Reuters source on the Business Day (New York City time) immediately preceding the date of determination or if such service ceases to be available or ceases to provide a rate of exchange for the purchase of Dollars with such Foreign Currency, as provided by such other publicly available information service which provides that rate of exchange at such time in place of Reuters chosen by the Administrative Agent in its sole discretion (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in Dollars as determined by the Administrative Agent using any method of determination it deems reasonably appropriate) and (c) if such amount is denominated in any other currency, the equivalent of such amount in Dollars as determined by the Administrative Agent using any method of determination it deems reasonably appropriate.

“Dollars” or “\$” refers to lawful money of the United States of America.

“Domestic Foreign Holdco Subsidiary” means a Subsidiary organized under the laws of a jurisdiction located in the United States of America (excluding any possession or territory thereof), substantially all of the assets of which consist of the Equity Interests (including Equity Interests held through entities disregarded from their owner for U.S. federal income tax purposes) of (and/or receivables or other amounts due from) one or more Foreign Subsidiaries that are “controlled foreign corporations” within the meaning of section 957 of the Code, so long as such Domestic Subsidiary (i) does not conduct any business or other activities other than the ownership of such Equity Interests and/or receivables and (ii) does not incur, and is not otherwise liable for, any Indebtedness (other than intercompany indebtedness permitted by Section 6.03(g)), in each case, other than immaterial assets and activities reasonably related or ancillary thereto.

**“Domestic Loan Party” means the Company and each other Loan Party that is a Domestic Subsidiary.**

“**Domestic Subsidiary**” means a Subsidiary organized under the laws of a jurisdiction located in the United States of America (excluding any possession or territory thereof) other than any Domestic Foreign Holdco Subsidiary.

“**ECP**” means an “eligible contract participant” as defined in Section 1(a)(18) of the Commodity Exchange Act or any regulations promulgated thereunder and the applicable rules issued by the Commodity Futures Trading Commission and/or the SEC.

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

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

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

“**Effective Date**” means June 8, 2022.

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

“**Eligible Subsidiary**” means (i) any Domestic Subsidiary, (ii) any UK Subsidiary, (iii) any Canadian Subsidiary, (iv) any Swiss Subsidiary, (v) any German Subsidiary and (vi) any other Foreign Subsidiary that is approved from time to time by the Administrative Agent and each of the Lenders (such approval not to be unreasonably withheld or delayed).

“**Environmental Laws**” means all laws, rules, regulations, codes, ordinances, or binding orders, decrees, judgments or injunctions, issued, promulgated or entered into by any Governmental Authority, relating to pollution or protection of the environment, preservation or reclamation of natural resources, the management, release or threatened release of or governing exposure to any Hazardous Material.

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

“**Equity Interests**” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other similar rights entitling the holder thereof to purchase or acquire any of the foregoing; provided that “Equity Interests” shall not include Indebtedness that is convertible into Equity Interests.

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

“**ERISA Affiliate**” means any trade or business (whether or not incorporated) that, together with the Company, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“**ERISA Event**” means (a) any “reportable event”, as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which any notice period is waived); (b) the failure to satisfy the “minimum funding standard” (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Company or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by the Company or any ERISA Affiliate from the PBGC or a plan administrator of any written notice relating to

an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the Company or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal of the Company or any of its ERISA Affiliates from any Plan or Multiemployer Plan; or (g) the receipt by the Company or any ERISA Affiliate of any written notice, or the receipt by any Multiemployer Plan from the Company or any ERISA Affiliate of any written notice, concerning the imposition upon the Company or any of its ERISA Affiliates of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in critical or endangered status, within the meaning of ERISA.

“**ESTR**” means, with respect to any Business Day, a rate per annum equal to the Euro Short Term Rate for such Business Day published by the ESTR Administrator on the ESTR Administrator’s Website.

“**ESTR Administrator**” means the European Central Bank (or any successor administrator of the Euro Short Term Rate).

“**ESTR Administrator’s Website**” means the European Central Bank’s website, currently at <http://www.ecb.europa.eu>, or any successor source for the Euro Short Term Rate identified as such by the ESTR Administrator from time to time.

“**ESTR Loans**” means a Loan that bears interest at a rate based on Daily Simple ESTR.

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

“**EURIBO Rate**” means, with respect to any Term Benchmark Borrowing denominated in euro and for any Interest Period, the EURIBO Screen Rate, two (2) TARGET Days prior to the commencement of such Interest Period.



“EURIBO Screen Rate” means the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Reuters screen (or any replacement Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Reuters as published at approximately 11:00 a.m. Brussels time two TARGET Days prior to the commencement of such Interest Period. If such page or service ceases to be available, the Administrative Agent may specify another page or service displaying the relevant rate after consultation with the Company.

“euro” and/or “EUR” means the single currency of the Participating Member States.

“Euro Swingline Loan” means a Loan made in euro pursuant to Section 2.05.

“Event of Default” has the meaning assigned to such term in Article VII.

“Excluded Accounts” means (i) Payroll Accounts, (ii) deposit accounts consisting of withheld income, employment or other taxes in such amounts as are required in the reasonable judgment of the Company to be paid to the IRS or other Governmental Authority, (iii) deposit accounts consisting of amounts required to be paid over to an employee benefit plan on behalf of or for the benefit of employees of one or more Loan Parties or their Subsidiaries and (iv) deposit accounts that hold funds not owned by any Loan Party or funds being held in trust or in escrow for

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the benefit of or on behalf of a Person that is not a Loan Party, (v) zero-balance disbursement accounts (that are not collection accounts) and (vi) other deposit accounts with an aggregate amount on deposit therein of not more than \$10,000,000 at any one time for all Loan Parties (provided that the amount on deposit in any individual deposit account for such deposit account to constitute “Excluded Accounts” pursuant to the foregoing de minimis threshold must be less than \$2,500,000 at all times).

“Excluded Assets” means, collectively: (i) any fee-owned real property and all leasehold interests and similar rights in real property such as occupancy agreements and licenses, (ii) any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application or any registration that issues from such intent to use application under applicable federal law, (iii) assets in respect of which pledges and security interests are prohibited by applicable law, rule or regulation or agreements with any governmental authority (other than to the extent that such prohibition would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable law); provided that, immediately upon the ineffectiveness, lapse or termination of any such prohibitions, such assets shall automatically cease to constitute Excluded Assets, (iv) governmental licenses or state or local franchises, charters and authorizations and any other property and assets to the extent that the grant of security interests therein are prohibited or restricted thereby or under applicable laws (including, without limitation, rules and regulations of any governmental authority or agency) or the pledge or creation of a security interest in which would require governmental consent, approval, license or authorization not obtained, other than to the extent such prohibition or limitation is rendered ineffective under the UCC or other applicable law notwithstanding such prohibition and other than proceeds and receivables thereof, the assignment of which is not prohibited under the UCC or other applicable law notwithstanding such prohibition, (v) Equity Interests in any entity other than wholly-owned Subsidiaries to the extent the pledge of which is not permitted by the terms of such entity’s organizational or joint venture documents (unless any such restriction (A) would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable law or (B) is implemented for the purpose of causing such Equity Interests to constitute Excluded Assets), (vi) aircraft, railroad rolling stock, motor vehicles and other assets subject to certificates of title; letter of credit rights (except to the extent constituting a supporting obligation for other Collateral as to which perfection of the security interest in such other Collateral may be accomplished by the filing of a UCC financing statement); and commercial tort claims with a value, in the case of commercial tort claims, of less than \$35,000,000, (vii) any lease, license or other agreement or any property subject to a purchase money security interest or other arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or any other arrangement or create a right of termination in favor of any other party thereto (other than the Company or a Subsidiary Guarantor) (other than (x) to the extent that any such term has been waived or (y) to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable law); provided that, immediately upon the ineffectiveness, lapse or termination of any such term, such assets shall automatically cease to constitute Excluded Assets, (viii) Excluded Accounts, (ix) foreign assets (other than pledges of 65% of the voting Equity Interests and 100% of the non-voting Equity Interests in any First Tier Foreign Subsidiary which is a Material Foreign Subsidiary as contemplated by this Agreement)

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and assets of any Foreign Subsidiary, (x) Equity Interests in Excluded Subsidiaries and Foreign Subsidiaries (other than pledges of 65% of the voting Equity Interests and 100% of the non-voting Equity Interests in any First Tier Foreign Subsidiary which is a Material Foreign Subsidiary as contemplated by this Agreement), (xi) Margin Stock, (xii) Specified Principal Property, (xiii) Equity Interests in any Subsidiary that owns a Specified Principal Property, (xiv) any asset subject to a Lien permitted by Sections 6.01(e), (f), (h), (t), (v) or (bb), in each case, for so long as the contract or other agreement or arrangement pursuant to which such Lien is granted or created prohibits the creation of any other Lien on such property, and (xv) those assets as to which the Administrative Agent and the Company reasonably agree that the cost or other consequences of obtaining such a security interest or perfection thereof are likely to be excessive in relation to the benefit to the Lenders of the security to be afforded thereby; provided that, other than any proceeds, products, substitutions or replacements of any Excluded Assets described in clause (xiv) above, “Excluded Assets” shall not include any proceeds, products, substitutions or replacements of Excluded Assets (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Assets).

“Excluded Dispositions” means (i) Dispositions between or among the Company and its Subsidiaries, (ii) Dispositions of cash, inventory and cash equivalent investments in the ordinary course of business, (iii) Dispositions of intellectual property that is, in the reasonable judgment of the Company, no longer economically practicable to maintain or useful in the conduct of the business of the Company and its Subsidiaries, taken as a whole, (iv) the entrance into, termination or modification of leases, subleases, licenses and sublicenses of technology and other property in the ordinary course of business or between or among the Company and any of its Subsidiaries (or any combination thereof), (v) Dispositions of obsolete, worn-out or surplus assets, (vi) the lease or sublease real property that would not materially interfere with the anticipated use of such real property by the Company or the Subsidiaries, (vii) the surrender or waiver of contractual rights and the Disposition or discount of accounts receivable to settle, release or surrender any contract, accounts receivable or other litigation claims in the ordinary course of business, (viii) the Disposition of assets resulting from any casualty or other insured damage thereto, or any taking by eminent domain or condemnation or similar proceeding thereof, (ix) the making of any Restricted Payment permitted under Section 6.05, (x) Dispositions of property that is obsolete, worn out, unmerchantable or otherwise unsalable or no longer used or useful in the business of the Company or any Subsidiary, (xi) Dispositions of equipment or property to the extent that (A) such property is exchanged for credit against the purchase price of property useful in the business of the Company or any Subsidiary or (B) the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement property, (xii) Dispositions of non-core assets acquired in an acquisition not prohibited by Section 6.02; provided that such sales shall be consummated or committed to be consummated within seven hundred twenty (720) days of such acquisition; (xiii) the sale or discount or factoring, in each case without recourse and in the ordinary course of business, of accounts receivable arising in the ordinary

course of business; (xiv) the liquidation, winding up or dissolution of a Subsidiary that is not a Loan Party if the Company determines in good faith that such liquidation, winding up or dissolution is in the best interests of the Company and the Subsidiaries and is not materially disadvantageous to the Lenders, (xv) the sale of any Margin Stock and (xvi) Dispositions resulting in proceeds described in Section 6.12.

“Excluded Subsidiary” means (i) any Domestic Foreign Holdco Subsidiary and (ii) any Domestic Subsidiary of the Company so long as (a) its acting as a Subsidiary Guarantor under this Agreement would violate any law, rule or regulation applicable to such Domestic Subsidiary or would be prohibited by any contractual restriction or obligation in effect on the Effective Date and applicable to such Domestic Subsidiary and (b) the Administrative Agent shall have received a certificate of a

Financial Officer of the Company to the effect that, based on advice of outside counsel, such Domestic Subsidiary acting as a Subsidiary Guarantor under this Agreement would cause such a violation or would be so prohibited as described in the foregoing clause (a).

“Excluded Swap Obligation” means, with respect to any Loan Party, any Specified Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Specified Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party’s failure for any reason to constitute an ECP at the time the Guarantee of such Loan Party or the grant of such security interest becomes effective with respect to such Specified Swap Obligation. If a Specified Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Specified Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender (including a Participant treated as a Lender pursuant to Section 9.04(c)), U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan, Letter of Credit or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan, Letter of Credit or Commitment (other than pursuant to an assignment request by any Borrower under Section 2.19(b)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.17, amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender acquired the applicable interest in a Loan, Letter of Credit or Commitment or to such Lender immediately before it changed its lending office, (c) any Canadian federal withholding Taxes imposed on the payment as a result of having been made to a Recipient that, at the time of making such payment, (i) is a person with which a Loan Party does not deal at arm’s length (for the purposes of the Income Tax Act (Canada)), or (ii) is a “specified shareholder” (as defined in subsection 18(5) of the Income Tax Act (Canada)) of a Loan Party or does not deal at arm’s length (for the purposes of the Income Tax Act (Canada)) with such a “specified shareholder” (other than where the non-arm’s length relationship arises, or where the Recipient is a “specified shareholder” or does not deal at arm’s length with a “specified shareholder”, in connection with or as a result of the Recipient having become a party to, received or perfected a security interest under or received or enforced any rights under, a Loan Document), (d) Taxes attributable to such Recipient’s failure to comply with Section 2.17(f) and (e) any withholding Taxes imposed under FATCA.

“Existing Credit Agreement” is defined in the recitals hereof.

“Existing Letters of Credit” is defined in Section 2.06(a).

“Existing Loans” is defined in Section 2.01.

“Extended Maturity Date” is defined in Section 2.25(a).

“Extending Lender” is defined in Section 2.25(b).

“Extension Date” is defined in Section 2.25(a).

“FATCA” means Sections 1471 through 1474 of the Code, as of the Effective Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement 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 and implementing such Sections of the Code.

“Federal Funds Effective Rate” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions (as determined in such manner as shall be set forth on the NYFRB’s Website from time to time) and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; provided that if the Federal Funds Effective Rate as so determined would be less than 0%, such rate shall be deemed to be 0% for the purposes of this Agreement.

“Financial Officer” means the chief financial officer, principal accounting officer, treasurer, assistant treasurer or controller of the Company.

“Financials” means the annual or quarterly financial statements, and accompanying certificates and other documents, of the Company and its Subsidiaries required to be delivered pursuant to Section 5.01(a) or 5.01(b).

“First Tier Foreign Subsidiary” means each Foreign Subsidiary with respect to which any one or more of the Domestic Loan Parties directly owns more than 50% of such Foreign Subsidiary’s issued and outstanding Equity Interests.

“Floor” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Adjusted Term SOFR Rate, the Adjusted EURIBO Rate, the Adjusted TIBO Rate, the CDOR Rate, each Adjusted Daily Simple RFR or the Central Bank Rate, as applicable. For the avoidance of doubt, the initial Floor for each of the Adjusted Term SOFR Rate, the Adjusted EURIBO Rate, the Adjusted TIBO Rate, the CDOR Rate, each Adjusted Daily Simple RFR or the Central Bank Rate shall be 0%.

“Foreign Currencies” means Agreed Currencies other than Dollars.

“Foreign Currency LC Exposure” means, at any time, the sum of (a) the Dollar Amount of the aggregate undrawn and unexpired amount of all outstanding Foreign Currency Letters of Credit at such time plus (b) the aggregate principal Dollar Amount of all LC Disbursements in respect of Foreign Currency Letters of Credit that

have not yet been reimbursed at such time.

“Foreign Currency Letter of Credit” means a Letter of Credit denominated in a Foreign Currency.

“Foreign Currency Payment Office” of the Administrative Agent shall mean, for each Foreign Currency (other than Canadian Dollars in respect of Canadian Swingline Loans), the office, branch, affiliate or correspondent bank of the Administrative Agent for such currency as specified from time to time by the Administrative Agent to the Company and each Lender.

“Foreign Lender” means (a) if the applicable Borrower is a U.S. Person, a Lender, with respect to such Borrower, that is not a U.S. Person, and (b) if the applicable Borrower is not a U.S. Person, a Lender, with respect to such Borrower, that is resident or organized under the laws of a jurisdiction other than that in which such Borrower is resident for tax purposes.

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

“Foreign Subsidiary Borrower” means any Foreign Subsidiary that is also a Subsidiary Borrower.

“Foreign Subsidiary Event” has the meaning assigned to it in Section 2.11(c).

“GAAP” means generally accepted accounting principles in the United States of America.

“German Borrower” means (i) any Initial Subsidiary Borrower that is a German Subsidiary and (ii) any German Subsidiary that becomes a Subsidiary Borrower pursuant to Section 2.23 and, in each case, that has not ceased to be a Subsidiary Borrower pursuant to such Section.

“German Insolvency Event” means:

(a) a German Borrower is unable or admits inability to pay its debts as they fall due or is deemed to or declared to be unable to pay its debts when due (*zahlungsunfähig*) within the meaning of section 17 German Insolvency Code (*Insolvenzordnung*);

(b) a German Borrower is over-indebted (*überschuldet*) within the meaning of section 19 German Insolvency Code;

(c) a German Borrower suspends or announces its intention to suspend payments of any of its debts; or

(d) any corporate action legal proceeding or other formal step or procedure is taken in relation to:

(i) the filing for the opening of insolvency proceedings (*Antrag auf Eröffnung eines Insolvenzverfahrens*) in relation to a German Borrower or any of its assets; or

(ii) the competent court takes any of the actions set out in section 21 German Insolvency Code (*Anordnung von Sicherungsmaßnahmen*) against a German Borrower

(iii) a competent court institutes or rejects (for reason of insufficiency of its funds to implement such proceedings (*Abweisung mangels Masse*)) insolvency proceedings against a German Borrower (*Eröffnung des Insolvenzverfahrens*)

save that this paragraph (d) shall not apply to any action, proceeding, procedure or formal step which is frivolous or vexatious and is discharged, stayed or dismissed within 21 days of commencement.

“German Subsidiary” means any Subsidiary organized under the laws of Germany.

“Governmental Authority” means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, the Pensions Regulator, 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.

“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 or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided, that the term “Guarantee” shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Guarantee shall be deemed to be an amount equal to the lesser of (a) the stated or determinable amount of the primary payment obligation in respect of which such Guarantee is made and (b) the maximum amount for which the guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Guarantee, unless such primary payment obligation and the maximum amount for which such guaranteeing Person may be liable are not stated or determinable, in which case the amount of the Guarantee shall be such guaranteeing Person’s maximum reasonably possible liability in respect thereof as reasonably determined by the Company in good faith.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants and contaminants listed, defined, designated, regulated or classified under applicable Environmental Laws as hazardous, toxic, radioactive, dangerous, a pollutant, a contaminant, petroleum, oil or words of similar meaning or effect, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes.

“Hillenbrand Family Group” means the descendants of John A. Hillenbrand and members of such descendants’ families and trusts for the benefit of such

“Increasing Lender” has the meaning assigned to such term in Section 2.20.

“Incremental Term Loan” has the meaning assigned to such term in Section 2.20.

“Incremental Term Loan Amendment” has the meaning assigned to such term in Section 2.20.

“Indebtedness” means, as to any Person at a particular time, without duplication, all of the following, but only to the extent included as indebtedness or liabilities in accordance with GAAP: (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services (other than accounts payable incurred in the ordinary course of business or any earn-out obligations), (d) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse, (e) all obligations of such Person for unreimbursed payments made under letters of credit (including standby and commercial), bankers’

acceptances and bank guarantees, (f) all obligations in respect of finance leases of such Person, (g) (only for purposes of calculating Consolidated Indebtedness) net obligations of such Person under any Swap Agreement pertaining to interest rates and (h) all Guarantees of such Person in respect of any of the foregoing; provided that the term “Indebtedness” shall not include obligations in respect of operating leases regardless of whether they appear on the balance sheet of such Person. For purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation, limited liability company or other limited liability entity) in which such person is a general partner or a joint venture, unless such Indebtedness is expressly made non-recourse to such Person. The amount of any net obligation under any Swap Agreement on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of any finance lease as of any date shall be deemed to be the amount of Attributable Indebtedness in respect thereof as of such date. Upon the defeasance or satisfaction and discharge of Indebtedness in accordance with the terms of such Indebtedness, such Indebtedness will cease to be “Indebtedness” hereunder (upon the giving or mailing of a notice of redemption and redemption funds being deposited with a trustee or paying agent or otherwise segregated or held in trust or under an escrow or other funding arrangement for the sole purpose of repurchasing, redeeming, defeasing, repaying, satisfying and discharging, or otherwise acquiring or retiring such Indebtedness, or other substantially comparable processes).

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

“Indemnitor” has the meaning assigned to such term in Section 9.03(b).

“Ineligible Institution” has the meaning assigned to such term in Section 9.04(b).

“Information” has the meaning assigned to such term in Section 9.12.

“Information Memorandum” means the lender presentation provided to the Lenders on May 16, 2022 relating to the Company and the Transactions.

“Initial Subsidiary Borrowers” means, collectively, Hillenbrand Luxembourg Inc., a Delaware corporation, Coperion K-Tron (Schweiz) GmbH, a Swiss limited liability company, Hillenbrand Switzerland GmbH, a Swiss limited liability company, ~~Batesville Canada ULC Batesville Canada SRI, an unlimited company under the Companies Act (Nova Scotia)~~, Rotex Europe Ltd, a private company limited by shares under the laws of England and Wales, Coperion GmbH, a limited liability company organized under the laws of Germany, Hillenbrand Germany Holding GmbH, a limited liability company organized under the laws of Germany, and each an “Initial Subsidiary Borrower.”

“Insolvency Act 1986” means the Insolvency Act 1986 of the United Kingdom.

“Intangible Assets” means the aggregate amount, for the Company and its Subsidiaries on a consolidated basis, of all assets classified as intangible assets under GAAP, including, without limitation, customer lists, acquired technology, goodwill, computer software, trademarks, patents, copyrights, organization expenses, franchises, licenses, trade names, brand names, mailing lists, catalogs, unamortized debt discount and capitalized research and development costs.

“Interest Coverage Ratio” has the meaning assigned to such term in Section 6.10(b).

“Interest Election Request” means a request by the applicable Borrower to convert or continue a Borrowing in accordance with Section 2.08, which shall be substantially in the form attached hereto as Exhibit B-2 or any other form approved by the Administrative Agent.

“Interest Payment Date” means (a) with respect to any ABR Loan (other than a Swingline Loan) and any Canadian Base Rate Loan, the last day of each March, June, September and December and the Maturity Date, (b) with respect to any RFR Loan, each date that is on the numerically corresponding day in each calendar month that is one calendar month after the Borrowing of such RFR Loan (or, if there is no such numerically corresponding day in such calendar month, then the last day of such calendar month) and the Maturity Date, (c) with respect to any Term Benchmark Loan, the last day of each Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Term Benchmark Borrowing with an Interest Period of more than three months’ duration, each day prior to the last day of such Interest Period that occurs at intervals of three months’ duration after the first day of such Interest Period and the Maturity Date and (d) with respect to any Swingline Loan, the day that such Loan is required to be repaid and the Maturity Date.

“Interest Period” means with respect to any Term Benchmark Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or, other than with respect to a CDOR Rate Borrowing, six months thereafter (in each case, subject to the availability for the Benchmark applicable to the relevant Loan or Commitment for any Agreed Currency), as the applicable Borrower may elect; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) no tenor that has been removed from this definition pursuant to Section 2.14(e) shall be available for specification in such Borrowing Request or Interest Election Request. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“IRS” means the United States Internal Revenue Service.

“Issuing Bank” means JPMorgan Chase Bank, N.A., HSBC Bank USA, National Association, Wells Fargo Bank, National Association, Citizens Bank, N.A., PNC Bank, National Association, U.S. Bank National Association, BMO Harris Financing, Inc., Sumitomo Mitsui Banking Corporation, Truist Bank and Bank of America, N.A. and each other Lender designated by the Company as an “Issuing Bank” hereunder that has agreed to such designation (and is reasonably acceptable to the Administrative Agent), each in its capacity as an issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.06(i). Each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term “Issuing Bank” shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate; provided that, regardless of whether any such Affiliate of an Issuing Bank is acting as an Issuing Bank hereunder pursuant to this sentence, all voting and consent rights of an Issuing Bank shall be held by and exercised by the Lender that is an Issuing Bank (and not any Affiliate of such Lender that is acting as an Issuing Bank pursuant to this sentence).

“ITA” means the Income Tax Act 2007 of the United Kingdom.

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“Japanese Yen” means the lawful currency of Japan.

“LC Collateral Account” has the meaning assigned to such term in Section 2.06(j).

“LC Disbursement” means a payment made by an Issuing Bank pursuant to a Letter of Credit.

“LC Exposure” means, at any time, the sum of (a) the aggregate undrawn Dollar Amount of all outstanding Letters of Credit at such time plus (b) the aggregate Dollar Amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Company at such time. The LC Exposure of any Revolving Lender at any time shall be its Applicable Percentage of the LC Exposure at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Article 29(a) of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time) or Rule 3.13 or Rule 3.14 of 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) or similar terms of the Letter of Credit itself, or if compliant documents have been presented but not yet honored, such Letter of Credit shall be deemed to be “outstanding” and “undrawn” in the amount so remaining available to be paid, and the obligations of the Borrowers and each Revolving Lender shall remain in full force and effect until the Issuing Banks and the Revolving Lenders shall have no further obligations to make any payments or disbursements under any circumstances with respect to any Letter of Credit.

“Lender Notice Date” is defined in Section 2.25(b).

“Lender Parent” means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

“Lender-Related Person” has the meaning assigned to such term in Section 9.03(d).

“Lenders” means the Persons listed on Schedule 2.01 and any other Person that shall have become a Lender hereunder pursuant to Section 2.20 or pursuant to an Assignment and Assumption or other documentation contemplated hereby, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption or other documentation contemplated hereby. Unless the context otherwise requires, the term “Lenders” includes the Swingline Lender and the Issuing Banks. For the avoidance of doubt, the term “Lenders” excludes the Departing Lender.

“Letter of Credit” means any Commercial Letter of Credit or Standby Letter of Credit.

~~“Leverage Ratio” has the meaning assigned to such term in Section 6.10(a).~~

“**Leverage Ratio**” means, determined as of the last day of each of the Company’s fiscal quarters, the ratio of (i) (x) Consolidated Indebtedness minus (y) the Liquidity Amount, in each case as of the last day of such fiscal quarter to (ii) Consolidated EBITDA for the period of four (4) consecutive fiscal quarters ending with the last day of such fiscal quarter, all calculated for the Company and its Subsidiaries on a consolidated basis.

“**LG Facility Agent**” means Commerzbank Aktiengesellschaft.

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“**LG Facility Agreement**” means that certain Syndicated L/G Facility Agreement, dated June 21, 2022, by and among the Company, certain of the Subsidiaries party thereto from time to time, the financial institutions party thereto from time to time and the LG Facility Agent.

“**LG Facility Agreement Condition**” means that the Administrative Agent has received a copy of a duly executed and effective amendment to the LG Facility Agreement, in form and substance reasonably satisfactory to the Administrative Agent, with such amendment being confirmed by the Company in writing to be effective.

“**LG Facility Obligations**” means the obligations evidenced by, or arising under, the LG Facility Agreement.

“Liabilities” means any losses, claims (including intraparty claims), demands, damages or liabilities of any kind.

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

“Limited Conditionality Acquisition” means any acquisition by the Company or any Subsidiary (a) that is permitted by this Agreement and (b) for which the Company has determined, in good faith, that limited conditionality is reasonably necessary or advisable.

“Limited Conditionality Acquisition Agreement” means, with respect to any Limited Conditionality Acquisition, the definitive acquisition agreement, purchase agreement or similar agreement in respect thereof.

“Liquidity Amount” means, as of any date of determination, the lesser of (i) the sum of (a) 100% of the unrestricted and unencumbered cash and cash equivalents maintained by the Company and its Domestic Subsidiaries as of such date, plus (b) 70% of the unrestricted and unencumbered cash and cash equivalents maintained



by the Company and its Subsidiaries in notional pooling structures outside of the United States and by its Foreign Subsidiaries as of such date and (ii) ~~\$175,000,000~~ **\$500,000,000**; provided however, that amounts calculated under this definition shall exclude any amounts that would not be considered “cash” or “cash equivalents” as recorded on the books of the Company or the applicable Subsidiary.

~~Notwithstanding the foregoing, the following change shall be automatically deemed to be made to the definition of “Liquidity Amount” on, and with effect as of, the date on which (1) changes that are the substantial equivalent of the following change is made to the corresponding provision of both the “LG Facility Agreement” and the “Shelf Agreement”, in each case as defined in the Company’s most recent applicable filings with the SEC and (2) the Administrative Agent shall have received from the Company an executed copy of each such amendment making such conforming change, in each case such amendment being confirmed by the Company in writing to be effective:~~

~~(1) the reference to “\$175,000,000” appearing therein will be replaced with a reference to “\$500,000,000” in its place.~~

“Loan Documents” means this Agreement, each Borrowing Subsidiary Agreement, each Borrowing Subsidiary Termination, the Collateral Documents (during a Collateral Period), the Subsidiary Guaranty, ~~any~~ the Pari Passu Intercreditor Agreement (during a Collateral Period), any promissory notes issued pursuant to Section 2.10(e), any Letter of Credit applications and any and all other agreements, instruments, documents and certificates identified in Section 4.01 or Section 5.10 executed and delivered by a Loan Party to, or in favor of, the Administrative Agent or any Lenders. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to this Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

“Loan Parties” means, collectively, the Borrowers and the Subsidiary Guarantors.

“Loans” means the loans made by the Lenders to any of the Borrowers pursuant to this Agreement.

“Local Time” means (i) New York City time in the case of a Loan, Borrowing or LC Disbursement denominated in Dollars, (ii) Toronto, Canada time in the case of a Loan, Borrowing or LC Disbursement denominated in Canadian Dollars made to, or for the account of, a Canadian Borrower, (iii) Brussels, Belgium time with respect to euro and (iv) local time in the case of a Loan, Borrowing or LC Disbursement denominated in a Foreign Currency (other than those denominated in Canadian Dollars and made to, or for the account of, a Canadian Borrower or denominated in euro) (it being understood that such local time shall mean London, England time unless otherwise notified by the Administrative Agent).

“Margin Stock” has the meaning assigned to such term in Regulation U of the Board.

“Material Adverse Effect” means a material adverse effect on (a) the business, operations or financial condition of the Company and the Subsidiaries taken as a whole, (b) the ability of the Loan Parties to perform their payment obligations under the Loan Documents or (c) the material rights or remedies of the Administrative Agent and the Lenders under the Loan Documents.

“Material Domestic Subsidiary” means, as of any date of determination, each Domestic Subsidiary either (i) having (together with its subsidiaries) assets that constitute five percent (5%) or more of the Consolidated Total Assets of the Company and its Subsidiaries or (b) having (together with its Subsidiaries) revenues (excluding, for the avoidance of doubt, intercompany revenues) that constitute five percent (5%) or more of the Consolidated Revenues of the Company and its Subsidiaries, in each case as of the last day of the immediately preceding fiscal year of the Company for which annual financial statements are available.

“Material Foreign Subsidiary” means a Foreign Subsidiary that is a Material Subsidiary.

“Material Indebtedness” means, as of any date, Indebtedness (other than the Loans and Letters of Credit), or the net obligations in respect of one or more Swap Agreements, of any one or more of the Company and its Subsidiaries in an aggregate principal amount exceeding \$75,000,000 as of such date. For purposes of determining Material Indebtedness, the “principal amount” of the net obligations of the Company or any Subsidiary in respect of any Swap Agreement at any time shall be deemed to be the Swap Termination Value thereof as of such date.

“Material Subsidiary” means, as of any date of determination, each Subsidiary either (i) having (together with its subsidiaries) assets that constitute five percent (5%) or more of the Consolidated Total Assets of the Company and its Subsidiaries or (b) having (together with its Subsidiaries) revenues that constitute five percent (5%) or more of the Consolidated Revenues of the Company and its Subsidiaries, in each case as of the last day of the immediately preceding fiscal year of the Company for which annual financial statements are available.

“Maturity Date” means the Revolving Credit Maturity Date, the Term A-1 Loan Maturity Date or the Term A-2 Loan Maturity Date, as the context requires.

“Maximum Rate” has the meaning assigned to such term in Section 9.15.

“Milacron Pension Scheme” means the existing pension scheme for which Milacron UK Ltd. (a registered company in England with number 04444980) is an employer (for the purposes of sections 38 to 51 of the United Kingdom Pensions Act 2004).

“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 the Company or any of its ERISA Affiliates is contributing or has any obligation to contribute.

“Net Proceeds” means, with respect to any Prepayment Event, (a) the cash proceeds received in respect of such event including any cash received in respect of any non-cash proceeds (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but excluding any interest payments), but only as and when received, net of (b) the sum of (i) all fees and out-of-pocket costs and expenses paid to third parties (other than Affiliates) in connection with such event, (ii) in the case of a sale, transfer or other disposition of an asset (including pursuant to a Sale and Leaseback Transaction or a casualty or a condemnation or similar proceeding), (x) the amount of all payments required to be made as a result of such event to repay Indebtedness (other than Loans) secured by such asset or otherwise subject to mandatory prepayment as a result of such event, (y) the pro rata portion of net cash proceeds thereof (calculated without regard to this clause (y)) attributable to minority interests and not available for distribution to or for the account of the Company or its Subsidiaries as a result thereof and (z) the amount of any liabilities directly associated with such asset and retained by the

Company or any Subsidiary and (iii) the amount of all taxes paid (or reasonably estimated to be payable) and the amount of any reserves established to fund contingent liabilities reasonably estimated to be payable and that are directly attributable to such event (as determined reasonably and in good faith by a Financial Officer), including pension and other post-employment benefit liabilities and liabilities related to environmental matters or with respect to any indemnification payments or purchase price adjustments attributable to seller's indemnities and representations and warranties to purchaser in respect of such Disposition.

"Non-Consenting Lender" is defined in Section 9.02(d).

"Non-Extending Lender" is defined in Section 2.25(b).

"NYFRB" means the Federal Reserve Bank of New York.

"NYFRB Rate" means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m., New York City time, on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined would be less than 0%, such rate shall be deemed to be 0% for purposes of this Agreement.

"NYFRB's Website" means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

"Obligations" means all unpaid principal of and accrued and unpaid interest on the Loans, all LC Exposure, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations and indebtedness (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), obligations and liabilities of any of the Company and the other Loan Parties to any of the Lenders, the Administrative Agent, any Issuing Bank or any indemnified party, individually or collectively, existing on the Effective Date or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, arising or incurred, in each case, under this Agreement or any of the other Loan Documents or in respect of any of the Loans made or reimbursement or other obligations incurred or any of the Letters of Credit or other instruments at any time evidencing any thereof; provided that the definition of "Obligations" shall not create or include any guarantee by any Loan Party of any Excluded Swap Obligations of such Loan Party for purposes of determining any obligations of any Loan Party.

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

"Original Currency" is defined in Section 2.18(a).

"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 Commitment, Loan, Letter of Credit or Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19(b)).

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the NYFRB's Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

"Overnight Rate" means, for any day, (a) with respect to any amount denominated in Dollars, the NYFRB Rate and (b) with respect to any amount denominated in a Foreign Currency, an overnight rate determined by the Administrative Agent or the relevant Issuing Bank, as the case may be, in accordance with banking industry rules on interbank compensation.

"Pari Passu Intercreditor Agreement" means an intercreditor agreement, in form and substance reasonably acceptable to the Administrative Agent, to be entered into after a Collateral Springing Event in accordance with Section 5.10 and to be by and among the Administrative Agent, the LG Facility Agent, the Company and the other Domestic Loan Parties and other parties from time to time party thereto.

"Participant" has the meaning assigned to such term in Section 9.04.

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

"Participating Member State" means any member state of the European Union that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Union relating to economic and monetary union.

"Party" means a party to this Agreement.

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

"Payment" has the meaning assigned to such term in Section 8.01(j).

"Payment Notice" has the meaning assigned to such term in Section 8.01(j).

"Payroll Account" means any deposit account of a Domestic Loan Party that is used by such Domestic Loan Party solely for payroll, payroll taxes and other employee wage benefit payments to or for the benefit of the employees of such Domestic Loan Party.

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

“Pensions Regulator” means the body corporate established under section 1 of the United Kingdom Pensions Act 2004 (or any replacement or successor body from time to time).

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

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

“Plan Asset Regulations” means 29 CFR § 2510.3-101 *et seq.*, as modified by Section 3(42) of ERISA, as amended from time to time.

**“Pledge Subsidiary” means (i) each Domestic Subsidiary and (ii) each First Tier Foreign Subsidiary which is a Material Foreign Subsidiary.**

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“Pounds Sterling” means the lawful currency of the United Kingdom.

“PPSA” means the Personal Property Security Act or other personal property security legislation of the applicable Canadian province or provinces in respect of any Loan Party or any Subsidiary (including the Civil Code of the Province of Quebec) as all such legislation now exists or may from time to time to hereafter be amended, modified, recodified, supplemented or replaced, together with all rules, regulations and interpretations thereunder or related thereto.

**“Prepayment Event” means any Disposition by the Company or any Subsidiary other than any Excluded Dispositions.**

“Prime Rate” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“Protected Party” means any Credit Party that is or will be subject to any liability or required to make any payment for or on account of UK Tax, in relation to a sum received or receivable (or any sum deemed for the purposes of UK Tax to be received or receivable) under any Loan Document.

“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.

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

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

“Qualifying Lender” means:

(i) a Lender (other than a Lender within clause (ii) below) that is beneficially entitled to interest payable to that Lender in respect of an advance under a Loan Document and is:

(a) a Lender:

- (1) which is a bank (as defined for the purpose of section 879 of the ITA) making an advance under a Loan Document; or
- (2) in respect of an advance made under a Loan Document by a person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that that advance was made,

and which is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance or is a bank (as defined for the purposes of Section 879 of the ITA) that would be within such charge as respects such payments apart from section 18A of the Corporation Tax Act 2009; or

(b) a Lender which is:

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(1) a company resident in the United Kingdom for United Kingdom tax purposes; or

(2) a partnership each member of which is:

(x) a company so resident in the United Kingdom; or

(y) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (for the purposes of section 19 of the Corporation Tax Act 2009) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the Corporation Tax Act 2009; or

(3) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing its chargeable profits (within the meaning given by section 19 of the Corporation Tax Act 2009); or

(c) a Treaty Lender; or

(ii) a building society (as defined for the purpose of section 880 of the ITA) making an advance under a Loan Document.

“Recast Regulation” means the regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast).



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

“Reference Period” has the meaning assigned to such term in the definition of “Consolidated EBITDA.”

“Reference Time” with respect to any setting of the then-current Benchmark means (i) if such Benchmark is the Term SOFR Rate, 5:00 a.m., Chicago time, on the day that is two (2) Business Days preceding the date of such setting, (ii) if such Benchmark is the EURIBO Rate, 11:00 a.m., Brussels time two (2) TARGET Days preceding the date of such setting, (iii) if such Benchmark is the TIBO Rate, 11:00 a.m. Japan time two (2) Business Days preceding the date of such setting, (iv) if the RFR for such Benchmark is SONIA, then four (4) Business Days prior to such setting, (v) if the RFR for such Benchmark is SARON, then five (5) Business Days prior to such setting, (vi) if the RFR for such Benchmark is Daily Simple SOFR, then four (4) Business Days prior to such setting or (vii) if such Benchmark is none of the Term SOFR Rate, Daily Simple SOFR, the EURIBO Rate, the TIBO Rate, SONIA or SARON, the time determined by the Administrative Agent in its reasonable discretion.

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“Register” has the meaning assigned to such term in Section 9.04.

“Related Indemnified Party” has the meaning assigned to such term in Section 9.03(b).

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the respective officers, directors, employees, advisors and agents of such Person and such Person’s Affiliates.

“Relevant Governmental Body” means (i) with respect to a Benchmark Replacement in respect of Loans denominated in Dollars, the Board, the NYFRB and/or the CME Term SOFR Administrator, as applicable, or a committee officially endorsed or convened by the Board and/or the NYFRB or, in each case, any successor thereto, (ii) with respect to a Benchmark Replacement in respect of Loans denominated in Pounds Sterling, the Bank of England, or a committee officially endorsed or convened by the Bank of England or, in each case, any successor thereto, (iii) with respect to a Benchmark Replacement in respect of Loans denominated in euro, the European Central Bank, or a committee officially endorsed or convened by the European Central Bank or, in each case, any successor thereto, (iv) with respect to a Benchmark Replacement in respect of Loans denominated in Japanese Yen, the Bank of Japan, or a committee officially endorsed or convened by the Bank of Japan or, in each case, any successor thereto, (v) with respect to a Benchmark Replacement in respect of Loans denominated in Swiss Francs, the Swiss National Bank, or a committee officially endorsed or convened by the Swiss National Bank or, in each case, any successor thereto and (vi) with respect to a Benchmark Replacement in respect of Loans denominated in any other currency, (a) the central bank for the currency in which such Benchmark Replacement is denominated or any central bank or other supervisor which is responsible for supervising either (1) such Benchmark Replacement or (2) the administrator of such Benchmark Replacement or (b) any working group or committee officially endorsed or convened by (1) the central bank for the currency in which such Benchmark Replacement is denominated, (2) any central bank or other supervisor that is responsible for supervising either (A) such Benchmark Replacement or (B) the administrator of such Benchmark Replacement, (3) a group of those central banks or other supervisors or (4) the Financial Stability Board or any part thereof.

“Relevant Rate” means (i) with respect to any Term Benchmark Borrowing denominated in Dollars, the Adjusted Term SOFR Rate, (ii) with respect to any Term Benchmark Borrowing denominated in euro, the Adjusted EURIBO Rate, (iii) with respect to any Term Benchmark Borrowing denominated in Japanese Yen, the Adjusted TIBO Rate, (iv) with respect to any Term Benchmark Borrowing denominated in Canadian Dollars, the CDOR Rate or (v) with respect to any RFR Borrowing denominated in Pounds Sterling, Swiss Francs or Dollars, the applicable Adjusted Daily Simple RFR, as applicable.

“Relevant Screen Rate” means (i) with respect to any Term Benchmark Borrowing denominated in Dollars, the Term SOFR Reference Rate, (ii) with respect to any Term Benchmark Borrowing denominated in euro, the EURIBO Screen Rate, (iii) with respect to any Term Benchmark Borrowing denominated in Japanese Yen, the TIBO Screen Rate or (iv) with respect to any Term Benchmark Borrowing denominated in Canadian Dollars, the CDOR Screen Rate, as applicable.

“Required Lenders” means, at any time, subject to Section 2.24, Lenders having Credit Exposures and unused Revolving Commitments Term A-1 Loan Commitments and Term A-2 Loan Commitments representing more than 50% of the sum of the total Credit Exposures and unused Revolving Commitments Term A-1 Loan Commitments and Term A-2 Loan Commitments at such time; provided that for purposes of declaring the Loans to be due and payable pursuant to Article VII, and for all purposes after the Loans become due and payable pursuant to Article VII or the Revolving Commitments expire or terminate, then, as to each Lender, clause (a) of the definition of Swingline Exposure shall only be applicable for purposes of determining its Revolving Credit Exposure to the extent such Lender shall have funded its participation in the outstanding Swingline Loans.

“Required Revolving Lenders” means, at any time, subject to Section 2.24, Revolving Lenders having Revolving Credit Exposures and Revolving Commitments representing more than 50% of the sum of the Total Revolving Credit Exposure and Revolving Commitments at such time; provided that for purposes of declaring the Loans to be due and payable pursuant to Article VII, and for all purposes after the Loans become due and payable pursuant to Article VII or the Revolving Commitments expire or

terminate, then, as to each Lender, clause (a) of the definition of Swingline Exposure shall only be applicable for purposes of determining its Revolving Credit Exposure to the extent such Lender shall have funded its participation in the outstanding Swingline Loans.

“Required Term A-1 Lenders” means, subject to Section 2.24, at any time, Term A-1 Lenders having outstanding Term A-1 Loans (or, prior to funding of the Term A-1 Loans on the Term A-1 Loan Funding Date, Term A-1 Loan Commitments) representing more than 50% of the sum of the total outstanding principal amount of Term A-1 Loans (or, prior to the funding of the Term A-1 Loans on the Term A-1 Loan Funding Date, Term A-1 Loan Commitments) at such time.

“Required Term A-2 Lenders” means, subject to Section 2.24, at any time, Term A-2 Lenders having outstanding Term A-2 Loans (or, prior to funding of the Term A-2 Loans on the Term A-2 Loan Funding Date, Term A-2 Loan Commitments) representing more than 50% of the sum of the total outstanding principal amount of Term A-2 Loans (or, prior to the funding of the Term A-2 Loans on the Term A-2 Loan Funding Date, Term A-2 Loan Commitments) at such time.

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

“Responsible Officer” means the chief executive officer, president, a Financial Officer or a member of the senior management team of the Company or any other Person designated by any such Person in writing to the Administrative Agent and reasonably acceptable to the Administrative Agent.

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Company or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase,

redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the Company or any Subsidiary or any option, warrant or other right to acquire any such Equity Interests in the Company or any Subsidiary.

“Reuters” means Thomson Reuters Corp., Refinitiv or any successor thereto.

“Revolving Commitment” means, with respect to each Lender, the commitment of such Lender to make Revolving Loans and to acquire participations in Letters of Credit and Swingline Loans hereunder, in the amount set forth on Schedule 2.01 opposite such Lender’s name under the heading “Revolving Commitment”, or in the Assignment and Assumption contemplated hereby pursuant to which such Lender shall have assumed its Revolving Commitment, as applicable, and giving effect to (a) any reduction in such amount from time to time pursuant to Section 2.09, (b) any increase from time to time pursuant to Section 2.20 and (c) any reduction or increase in such amount from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The initial aggregate amount of the Revolving Commitments on the Effective Date is \$1,000,000,000.

“Revolving Credit Availability Period” means the period from and including the Effective Date to but excluding the earlier of the Revolving Credit Maturity Date and the date of termination of the Revolving Commitments.

“Revolving Credit Exposure” means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender’s Revolving Loans, its LC Exposure and its Swingline Exposure at such time.

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“Revolving Credit Maturity Date” means with respect to any Lender, the later of (i) June 8, 2027 and (ii) if the Revolving Credit Maturity Date is extended for such Lender pursuant to Section 2.25, such extended Revolving Credit Maturity Date as determined pursuant to such Section 2.25; provided, however, in each case, if such date is not a Business Day, the Revolving Credit Maturity Date shall be the next preceding Business Day.

“Revolving Lender” means, as of any date of determination, each Lender that has a Revolving Commitment or, if the Revolving Commitments have terminated or expired, a Lender with Revolving Credit Exposure.

“Revolving Loan” means a Loan made by a Revolving Lender pursuant to Section 2.01(a).

“RFR” means, for any RFR Loan denominated in (a) Pounds Sterling, SONIA, (b) Swiss Francs, SARON and (c) Dollars, Daily Simple SOFR, and when used in reference to any Loan or Borrowing, means that such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the applicable Adjusted Daily Simple RFR.

“RFR Borrowing” means, as to any Borrowing, the RFR Loans comprising such Borrowing.

“RFR Business Day” means, for any Loan denominated in (a) Pounds Sterling, any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which banks are closed for general business in London, (b) Swiss Francs, any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which banks are closed for the settlement of payments and foreign exchange transactions in Zurich and (c) Dollars, a U.S. Government Securities Business Day.

“RFR Interest Day” has the meaning specified in the definition of “Daily Simple RFR”.

“RFR Loan” means a Loan that bears interest at a rate based on the Adjusted Daily Simple RFR.

“S&P” means Standard & Poor’s Rating Services, a Standard & Poor’s Financial Services LLC business.

“Sale and Leaseback Transaction” means any sale or other transfer of any property or asset by any Person with the intent to lease such property or asset as lessee.

“Sanctioned Country” means, at any time, a country, region or territory which is itself the subject or target of any comprehensive Sanctions ~~(at the time of this Agreement as of the Amendment No. 1 Effective Date,~~ the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, the Crimea ~~Region,~~ Zaporizhzhia and Kherson Regions of Ukraine, Cuba, Iran, North Korea and Syria).

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, ~~HerHis~~ Majesty’s Treasury of the United Kingdom or the Swiss Confederation and/or its Directorate of International Law, (b) any Person located, organized or resident in a Sanctioned Country or (c) any Person owned 50% or more or controlled by any such Person or Persons described in the foregoing clauses (a) or (b), or (d) any Person otherwise the subject of any Sanctions.

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“Sanctions” means any international economic sanctions imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State, (b) the United Nations Security Council, the European Union or ~~HerHis~~ Majesty’s Treasury of the United Kingdom or (c) the Swiss Confederation and administered by its State Secretariat for Economic Affairs SECO and/or Directorate of International Law.

“SARON” means, with respect to any Business Day, a rate per annum equal to the Swiss Average Rate Overnight for such Business Day published by the SARON Administrator on the SARON Administrator’s Website.

“SARON Administrator” means the SIX Swiss Exchange AG (or any successor administrator of the Swiss Average Rate Overnight).

“SARON Administrator’s Website” means SIX Swiss Exchange AG’s website, currently at <https://www.six-group.com>, or any successor source for the Swiss Average Rate Overnight identified as such by the SARON Administrator from time to time.

“Schenck” means, collectively, Schenck Process Holding North America, Inc., a corporation incorporated under the laws of Delaware, and Baker Perkins Holdings Limited, a private limited company incorporated under the laws of England and Wales.

“Schenck Acquisition” means the acquisition of all of the outstanding equity interests of Schenck by Milacron LLC, a Delaware limited liability company (“Milacron”), pursuant to the Share Purchase Agreement, dated as of May 23, 2023 (together with all exhibits, schedules and disclosure letters thereto), by and among Schenck Process Holding GmbH, as seller, Milacron and Schenck.

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

“Secured Obligations” means all Obligations, together with all Swap Obligations and Banking Services Obligations owing to one or more Lenders or their respective Affiliates; provided that the definition of “Secured Obligations” shall not create or include any guarantee by any Domestic Loan Party of (or grant of security interest by any Domestic Loan Party to support, as applicable) any Excluded Swap Obligations of such Domestic Loan Party for purposes of determining any obligations of any Domestic Loan Party.

“Secured Parties” means the holders of the Secured Obligations from time to time and shall include (i) each Lender and each Issuing Bank in respect of its Loans and LC Exposure respectively, (ii) the Administrative Agent, the Issuing Banks and the Lenders in respect of all other present and future obligations and liabilities of the Company and each of its Subsidiaries of every type and description arising under or in connection with this Agreement or any other Loan Document, (iii) each Lender and Affiliate of such Lender in respect of Swap Agreements and Banking Services Agreements entered into with such Person by the Company or any of its Subsidiaries, (iv) each indemnified party under Section 9.03 in respect of the obligations and liabilities of the Company to such Person hereunder and under the other Loan Documents, and (v) their respective successors and (in the case of a Lender, permitted) transferees and assigns.

“Security Agreement” means a pledge and security agreement (including any and all supplements thereto), in form and substance reasonably acceptable to the Administrative Agent, between the Domestic Loan Parties and the Administrative Agent, for the benefit of the

Administrative Agent and the other Secured Parties, as the same may be amended, restated, supplemented or otherwise modified from time to time.

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

“SOFR Administrator” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the NYFRB’s Website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“SOFR Rate Day” has the meaning specified in the definition of “Daily Simple SOFR”.

“SONIA” means, with respect to any Business Day, a rate per annum equal to the Sterling Overnight Index Average for such Business Day published by the SONIA Administrator on the SONIA Administrator’s Website on the immediately succeeding Business Day.

“SONIA Administrator” means the Bank of England (or any successor administrator of the Sterling Overnight Index Average).

“SONIA Administrator’s Website” means the Bank of England’s website, currently at <http://www.bankofengland.co.uk>, or any successor source for the Sterling Overnight Index Average identified as such by the SONIA Administrator from time to time.

“Specified Principal Property” means all “Principal Property” as defined in the Indenture, dated as of July 9, 2010, between the Company and U.S. Bank National Association, as trustee, as supplemented by Supplemental Indenture No. 3, dated as of September 25, 2019, among the Company, certain of the Subsidiaries as guarantors and U.S. Bank National Association, as trustee, as further supplemented by Supplemental Indenture No. 4, dated as of June 16, 2020, among the Company, certain of the Subsidiaries as guarantors and U.S. Bank National Association, as trustee and as further supplemented by Supplemental Indenture No. 7, dated as of March 3, 2021, among the Company, certain of the Subsidiaries as guarantors and U.S. Bank National Association, as trustee. As used herein, “Principal Property” is defined in such indentures as of the Amendment No. 1 Effective Date and without giving effect to any subsequent amendment, supplement or other modification of any such definition or any such indenture.

“Specified Swap Obligation” means, with respect to any Domestic Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act or any rules or regulations promulgated thereunder.

“Standby Letter of Credit” means an irrevocable letter of credit issued pursuant to this Agreement by an Issuing Bank pursuant to which such Issuing Bank agrees to make payments in an Agreed Currency for the account of the Company or any Subsidiary in respect of obligations of such Person incurred pursuant to contracts made or performances undertaken or to be undertaken or like matters relating to contracts to which the such Person is or proposes to become a party in the ordinary course of such Person’s business, including, but not limited to, for insurance purposes and in connection with lease transactions.

“Statutory Reserve Rate” means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentage (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject with respect to the Adjusted EURIBO Rate or the Adjusted TIBO Rate, as applicable, for eurocurrency funding (currently referred to as “Eurocurrency liabilities” in Regulation D of the Board) or any other reserve ratio or analogous requirement of any central banking or financial regulatory authority imposed in respect of the maintenance of the Commitments or the funding of the Loans. Such reserve percentage shall include those imposed pursuant to Regulation D of the Board. Term Benchmark Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D of the Board or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“subsidiary” means, with respect to any Person (the “parent”) at any date, (i) with respect to any financial statements and financial covenant calculations (including the defined terms used therein), any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, and (ii) for all other purposes of the Loan Documents, a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the equity securities or other ownership interests having ordinary voting power for the election of directors or other governing body (other than equity securities or other ownership interests having such power only by reason of the happening of a contingency) are at the time beneficially owned (or, in the case of a Person which is treated as a consolidated subsidiary for accounting purposes, the management of which is otherwise controlled) directly, or indirectly through one or more intermediaries, or both, by such Person.

“Subsidiary” means any subsidiary of the Company.

“Subsidiary Borrower” means (i) each Initial Subsidiary Borrower and (ii) any Eligible Subsidiary that becomes a Subsidiary Borrower pursuant to

Section 2.23 and, in each case, that has not ceased to be a Subsidiary Borrower pursuant to such Section 2.23.

“Subsidiary Guarantor” means each Material Domestic Subsidiary (other than Excluded Subsidiaries) and each other Domestic Subsidiary as may be designated by the Company, in each case that is party to the Subsidiary Guaranty. The Subsidiary Guarantors on the Effective Date are identified as such in Schedule 3.01 hereto.

“Subsidiary Guaranty” means that certain Third Amended and Restated Guaranty dated as of the Effective Date in the form of Exhibit G (including any and all supplements thereto) and executed by each Subsidiary Guarantor party thereto, as amended, restated, supplemented or otherwise modified from time to time.

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

“Swap Agreement” means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments

only on account of services provided by current or former directors, officers, employees or consultants of the Company or the Subsidiaries shall be a Swap Agreement.

“Swap Obligations” means any and all obligations of the Company or any Subsidiary, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under any and all Swap Agreements permitted hereunder with a Lender or an Affiliate of a Lender.

“Swap Termination Value” means, in respect of any one or more Swap Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Agreements, (a) for any date on or after the date such Swap 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 subsection (a), the amount(s) determined as the mark-to-market value(s) for such Swap Agreements, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Agreements (which may include a Lender or any Affiliate of a Lender).

“Swingline Exposure” means, at any time, the aggregate principal Dollar Amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any Lender at any time shall be the sum of (a) its Applicable Percentage of the total Swingline Exposure at such time other than with respect to any Swingline Loans made by such Lender in its capacity as a Swingline Lender and (b) the aggregate principal amount of all Swingline Loans made by such Lender as a Swingline Lender outstanding at such time (less the amount of participations funded by the other Lenders in such Swingline Loans).

“Swingline Lender” means JPMorgan Chase Bank, N.A. (including its branches and affiliates), in its capacity as lender of Swingline Loans hereunder.

“Swingline Loan” means a Loan made pursuant to Section 2.05 (for the avoidance of doubt, each Canadian Swingline Loan and each Euro Swingline Loan is a Swingline Loan).

“Swiss Borrower” means (i) any Initial Subsidiary Borrower that is a Swiss Subsidiary and (ii) any Swiss Subsidiary that becomes a Subsidiary Borrower pursuant to Section 2.23 and, in each case, that has not ceased to be a Subsidiary Borrower pursuant to such Section.

“Swiss Francs” means the lawful currency of Switzerland.

“Swiss Federal Withholding Tax” means the Tax levied pursuant to the Swiss Federal Withholding Tax Act.

“Swiss Federal Withholding Tax Act” means the Swiss Federal Withholding Tax Act (Bundesgesetz über die Verrechnungssteuer vom 13 Oktober 1965); together with the related ordinances, regulations and guidelines, all as amended and applicable from time to time.

“Swiss Guidelines” means, together, the guideline “Interbank Loans” of 22 September 1986 (S- 02.123) (Merkblatt “Verrechnungssteuer auf Zinsen von Bankguthaben, deren Gläubiger Banken sind (Interbankguthaben)” vom 22. September 1986), the guideline S-02.130.1 in relation to money market instruments and book claims of April 1999 (Merkblatt vom April 1999 betreffend Geldmarktpapiere und Buchforderungen inländischer Schuldner), the circular letter No. 34 “Customer Credit Balances” of 26 July 2011 (1-034-V-2011) (Kreisschreiben Nr. 34 “Kundenguthaben” vom 26.

Juli 2011), the circular letter No. 15 of 3 October 2017 (1-015-DVS-2017) in relation to bonds and derivative financial instruments as subject matter of taxation of Swiss federal income tax, Swiss Federal Withholding Tax and Swiss Federal Stamp Taxes (Kreisschreiben Nr. 15 “Obligationen und derivative Finanzinstrumente als Gegenstand der direkten Bundessteuer, der Verrechnungssteuer und der Stempelabgaben” vom 3. Oktober 2017); the circular letter No. 46 of 24 July 2019 in relation to syndicated credit facilities (Kreisschreiben Nr. 46 (“Steuerliche Behandlung von Konsortialdarlehen, Schuldscheindarlehen, Wechseln und Unterbeteiligungen”) vom 24. Juli 2019); the circular letter No. 47 of 25 July 2019 in relation to bonds (Kreisschreiben Nr. 47 (“Obligationen”) vom 25. Juli 2019); all as issued, and as amended from time to time, by the Swiss Federal Tax Administration (SFTA).

“Swiss Non-Bank Rules” means the Swiss Ten Non-Bank Rule and the Swiss Twenty Non-Bank Rule.

“Swiss Qualifying Bank” means any person acting on its own account which is licensed as a bank by the banking laws in force in its jurisdiction of incorporation and any branch of a legal entity, which is licensed as a bank by the banking laws in force in the jurisdiction where such branch is situated, and which, in each case, exercises as its main purpose a true banking activity, having bank personnel, premises, communication devices of its own and authority of decision making, all within the meaning of the Swiss Guidelines.

“Swiss Subsidiary” means any Subsidiary tax resident in Switzerland pursuant to Article 9 of the Swiss Federal Withholding Tax Act.

“Swiss Ten Non-Bank Rule” means the rule that the aggregate number of creditors (within the meaning of the Swiss Guidelines) under this Agreement which are not Swiss Qualifying Banks must not, at any time, exceed ten (10).

“Swiss Term A-2 Loan Borrower” means Hillenbrand Switzerland GmbH, a Swiss limited liability company.

“Swiss Twenty Non-Bank Rule” means the rule that (without duplication) the aggregate number of creditors (including the Lenders), other than Swiss Qualifying Banks, of any Swiss Borrower under all outstanding debts relevant for classification as debenture (Kassenobligation) (including debt arising under this Agreement), loans, facilities and/or private placements (including under this Agreement) must not, at any time, exceed twenty (20); in each case in accordance with the meaning of the Swiss Guidelines.

“TARGET2” means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilizes a single shared platform and which was launched on November 19, 2007.

“TARGET Day” means any day on which TARGET2 (or, if such payment system ceases to be operative, such other payment system, if any, reasonably determined by the Administrative Agent to be a suitable replacement) is open for the settlement of payments in euro.

“Tax Confirmation” means a confirmation by a Lender that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Loan Document is either:

- (i) a company resident in the United Kingdom for United Kingdom tax purposes;

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- (ii) a partnership each member of which is:

- (1) a company so resident in the United Kingdom; or

- (2) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the Corporation Tax Act 2009) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the Corporation Tax Act 2009; or

- (iii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the Corporation Tax Act 2009) of that company.

“Tax Credit” means a credit against, relief of remission for or repayment of any UK Tax.

“Tax Deduction” means a deduction or withholding for or on account of UK Tax from a payment under any Loan Document.

“Tax Payment” means either an increased payment made by a Borrower to a Lender under Section 2.17A(d) or a payment under Section 2.17A(m).

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

“Term Benchmark”, when used in reference to any Loan or Borrowing, means that such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Adjusted Term SOFR Rate, the Adjusted EURIBOR Rate, the Adjusted TIBOR Rate or the CDOR Rate.

“Term A-1 Lender” means, as of any date of determination, each Lender having a Term A-1 Loan Commitment or that holds Term A-1 Loans.

“Term A-1 Loan Availability Period” means the period from and including the Effective Date and ending on and including the date that is 180 days after the Effective Date.

“Term A-1 Loan Commitment” means (a) with respect to any Term A-1 Lender, the amount set forth on Schedule 2.01 opposite such Lender’s name under the heading “Term A-1 Loan Commitment”, or in the Assignment and Assumption or other documentation or record (as such term is defined in Section 9-102(a)(70) of the New York ~~Uniform Commercial Code~~ UCC) contemplated hereby pursuant to which such Lender shall have assumed its Term A-1 Loan Commitment, as applicable, and after giving effect to (i) any reduction in such amount from time to time pursuant to Section 2.09 and (ii) any reduction or increase in such amount from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04 and (b) as to all Term A-1 Lenders, the aggregate commitments of all Term A-1 Lenders to make Term A-1 Loans. After funding the Term A-1 Loan, each Term A-1 Lender’s Term A-1 Loan Commitment shall be deemed to be zero. The initial aggregate amount of the Term A-1 Loan Commitments of all Term A-1 Lenders on the Effective Date is \$200,000,000.

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“Term A-1 Loan Funded Amount” has the meaning assigned to it in Section 2.10(a)(ii).

“Term A-1 Loan Funding Date” means the date on which the conditions specified in Section 4.02 are satisfied (or waived in accordance with Section 9.02) and the Term A-1 Loans are funded.

“Term A-1 Loan Installment Date” has the meaning assigned to it in Section 2.10(a)(ii).

“Term A-1 Loan Maturity Date” means with respect to any Term A-1 Lender, the later of (i) June 8, 2027 and (ii) if the Term A-1 Loan Maturity Date is extended for such Lender pursuant to Section 2.25, such extended Term A-1 Loan Maturity Date as determined pursuant to such Section 2.25; provided, however, in each case, if such date is not a Business Day, the Term A-1 Loan Maturity Date shall be the next preceding Business Day.

“Term A-1 Loans” means the term loans made by the Term A-1 Lenders to the Company pursuant to Section 2.01(b).

“Term A-2 Lender” means, as of any date of determination, each Lender having a Term A-2 Loan Commitment or that holds Term A-2 Loans.

“Term A-2 Loan Availability Period” means the period from and including the Amendment No. 1 Effective Date and ending on and including the date that is 180 days after the Amendment No. 1 Effective Date.

“Term A-2 Loan Commitment” means (a) with respect to any Term A-2 Lender, the amount set forth on Schedule 2.01 opposite such Lender’s name under the heading “Term A-2 Loan Commitment”, or in the Assignment and Assumption or other documentation or record (as such term is defined in



Section 9-102(a)(70) of the New York UCC) contemplated hereby pursuant to which such Lender shall have assumed its Term A-2 Loan Commitment, as applicable, and after giving effect to (i) any reduction in such amount from time to time pursuant to Section 2.09 and (ii) any reduction or increase in such amount from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04 and (b) as to all Term A-2 Lenders, the aggregate commitments of all Term A-2 Lenders to make Term A-2 Loans. After funding the Term A-2 Loans, each Term A-2 Lender's Term A-2 Loan Commitment shall be deemed to be zero. The initial aggregate amount of the Term A-2 Loan Commitments of all Term A-2 Lenders on the Amendment No. 1 Effective Date is €185,000,000.

"Term A-2 Loan Funded Amount" has the meaning assigned to it in Section 2.10(a)(iii).

"Term A-2 Loan Funding Date" means the date on which the conditions specified in Section 4.02 are satisfied (or waived in accordance with Section 9.02) and the Term A-2 Loans are funded.

"Term A-2 Loan Installment Date" has the meaning assigned to it in Section 2.10(a)(iii).

"Term A-2 Loan Maturity Date" means with respect to any Term A-2 Lender, the later of (i) June 8, 2027 and (ii) if the Term A-2 Loan Maturity Date is extended for such Lender pursuant to Section 2.25, such extended Term A-2 Loan Maturity Date as determined pursuant to

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such Section 2.25; provided, however, in each case, if such date is not a Business Day, the Term A-2 Loan Maturity Date shall be the next preceding Business Day.

"Term A-2 Loans" means the term loans made by the Term A-2 Lenders to the Company pursuant to Section 2.01(c).

"Term Lender" means a Term A-1 Lender or a Term A-2 Lender or both, as the context requires, and "Term Lenders" means the Term A-1 Lenders and the Term A-2 Lenders collectively.

"Term Loan Commitment" means the Term A-1 Loan Commitment of a Lender or the Term A-2 Loan Commitment of a Lender, or both, as the context requires, and "Term Loan Commitments" means the Term A-1 Loan Commitments and the Term A-2 Loan Commitments collectively.

"Term Loans" means the Term A-1 Loans and the Term A-2 Loans collectively.

"Term SOFR Determination Day" has the meaning assigned to it under the definition of Term SOFR Reference Rate.

"Term SOFR Rate" means, with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

"Term SOFR Reference Rate" means, for any day and time (such day, the "Term SOFR Determination Day"), with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum determined by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the "Term SOFR Reference Rate" for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding Business Day is not more than five (5) Business Days prior to such Term SOFR Determination Day.

"TIBO Rate" means, with respect to any Term Benchmark Borrowing denominated in Japanese Yen and for any Interest Period, the TIBO Screen Rate two (2) Business Days prior to the commencement of such Interest Period.

"TIBO Screen Rate" means the Tokyo interbank offered rate administered by the Ippan Shadan Hojin JBA TIBOR Administration (or any other person which takes over the administration of that rate) for Japanese Yen for the relevant period displayed on page DTIBOR01 of the Reuters screen (or, in the event such rate does not appear on such Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate as selected by the Administrative Agent from time to time in its reasonable discretion) as published at approximately 1:00 p.m., Japan time, two (2) Business Days prior to the commencement of such Interest Period.

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"Total Revolving Credit Exposure" means, at any time, the sum of the outstanding principal amount of all Lenders' Revolving Loans, their LC Exposure and their Swingline Exposure at such time; provided, that clause (a) of the definition of Swingline Exposure shall only be applicable to the extent Lenders shall have funded their respective participations in the outstanding Swingline Loans.

"Transactions" means (i) the execution, delivery and performance by the Loan Parties of this Agreement and the other Loan Documents, (ii) the borrowing of Loans and other credit extensions, (iii) the use of the proceeds thereof and (iv) the issuance of Letters of Credit hereunder.

"Treaty Lender" means a Lender which:

(i) is treated as a resident of a Treaty State for the purposes of a Treaty;

(ii) does not carry on a business in the United Kingdom through a permanent establishment with which that Lender's participation in the Loan is effectively connected; and

(iii) meets all other conditions of the relevant Treaty for full exemption from United Kingdom taxation on interest. In this subclause (iii), "conditions" shall mean conditions relating to an entity's eligibility for full exemption under the relevant Treaty and shall not be treated as including any procedural formalities that need to be satisfied in relation to that Treaty.

"Treaty State" means a jurisdiction having a double taxation agreement (a "Treaty") with the United Kingdom which makes provision for full exemption from tax imposed by the United Kingdom on interest.

“Type”, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted Term SOFR Rate, the Adjusted EURIBO Rate, the Adjusted TIBO Rate, the CDOR Rate, the Adjusted Daily Simple RFR, the Alternate Base Rate, the Canadian Prime Rate, ESTR or the Central Bank Rate.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York, or in any other State (as defined in the Uniform Commercial Code as in effect from time to time in the State of New York), if the laws of such other State are required to be applied in connection with the issue of perfection or priority of security interests.

“UK Borrower” means (i) any Initial Subsidiary Borrower that is a UK Subsidiary and (ii) any UK Subsidiary that becomes a Subsidiary Borrower pursuant to Section 2.23 and, in each case, that has not ceased to be a Subsidiary Borrower pursuant to such Section.

“UK Bank Levy” means the UK Tax known as the bank levy, introduced by the United Kingdom Finance Act 2011, in such form as it may be imposed and/or modified from time to time.

“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 Insolvency Event” means:

(a) a UK Relevant Entity is unable or admits inability to pay its debts as they fall due or is deemed to or declared to be unable to pay its debts under applicable law, suspends or threatens to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (other than any Credit Party under this Agreement) with a view to rescheduling any of its indebtedness. In this context, “unable to pay its debts” means that there are grounds on which such UK Relevant Entity would be deemed to be unable to pay its debts (as defined in Section 123(1) of the Insolvency Act 1986 of the United Kingdom) or on which a court would be satisfied that the value of such UK Relevant Entity’s assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities (as such term would be construed for the purposes of Section 123(2) of the Insolvency Act 1986);

(b) a moratorium is declared in respect of any indebtedness of any UK Relevant Entity; provided that, if a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by such moratorium;

(c) any corporate action, legal proceedings or other formal procedure or step is taken in relation to:

(i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise), but excluding any solvent reorganization or liquidation not prohibited by this Agreement, of any UK Relevant Entity;

(ii) a composition, compromise, assignment or arrangement with any creditor of any UK Relevant Entity (including but without limitation to a restructuring plan under Part 26A of United Kingdom Companies Act 2006);

(iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any UK Relevant Entity, or any of its assets; or

(iv) enforcement of any Lien securing Indebtedness for borrowed money in excess of £25,000,000 over any assets of any UK Relevant Entity, or any analogous procedure or step is taken in any jurisdiction in respect of any UK Relevant Entity, save that this paragraph (c) shall not apply to any action, proceeding, procedure or formal step which is frivolous or vexatious and is discharged, stayed or dismissed within 21 days of commencement; or

(d) any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of a UK Relevant Entity, in each such

case, where any such actions or process described in this clause (d) would reasonably be expected to result in a Material Adverse Effect.

“UK Non-Bank Lender” means:

(a) a Lender (which falls within clause (i)(b) of the definition of Qualifying Lender) which is a party to this Agreement and which has provided a Tax Confirmation to the Company; and

(b) where a Lender becomes a Party after the day on which this Agreement is entered into, a Lender which gives a Tax Confirmation in the Assignment and Assumption or Augmenting Lender Supplement (as the case may be) which it executes on becoming a Party.

“UK Relevant Entity” means any Subsidiary Borrower that is a UK Subsidiary or any other Borrower capable of becoming subject of an order for winding-up or administration under the Insolvency Act 1986.

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

“UK Subsidiary” means any Subsidiary organized under the laws of England and Wales.

“UK Tax” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed by the government of the United Kingdom or any political subdivision thereof.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

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

“U.S. Government Securities Business Day” means any day except for (i) a Saturday, (ii) a Sunday or (iii) 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.

“U.S. Person” means a “United States person” within the meaning of Section 7701(a)(30) of the Code.

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

“U.S. Tax Compliance Certificate” has the meaning assigned to such term in Section 2.17(f)(ii)(B)(3).

“VAT” means:

- (a) any value added tax imposed under the Value Added Tax Act 1994;
- (b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112);

and

(c) any other tax of a similar nature, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (a) or (b) above, or imposed elsewhere.

“Value Added Tax Act 1994” means the Value Added Tax Act 1994 of the United Kingdom.

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

“Withholding Agent” means any Loan Party 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 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a “Revolving Loan”) or by Type (e.g., a “Term Benchmark Loan” or an “RFR Loan”) or by Class and Type (e.g., a “Term Benchmark Revolving Loan” or an “RFR Revolving Loan”). Borrowings also may be classified and referred to by Class (e.g., a “Revolving Borrowing”) or by Type (e.g., a “Term Benchmark Borrowing” or an “RFR Borrowing”) or by Class and Type (e.g., a “Term Benchmark Revolving Borrowing” or an “RFR Revolving Borrowing”).

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. The word “law” shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply), and all judgments, orders and decrees, of all Governmental Authorities. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document in any Loan Document (including Exhibits and Schedules) shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person’s successors and assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) 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; (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (f) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.04. Accounting Terms; GAAP; Pro Forma Calculations. (a) Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Company notifies the Administrative Agent that the Company requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Effective Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Company that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made (x) without giving effect to any election under Accounting Standards Codification 825 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Company or any Subsidiary at “fair value”, as defined therein and (y) without giving effect to any treatment of Indebtedness under Accounting Standards Codification 470-20 or 2015-03 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof, net of discounts and premiums.

(b) Except as otherwise provided herein, all pro forma computations required to be made hereunder giving effect to any acquisition or disposition or



issuance, incurrence, assumption or repayment of Indebtedness, or other transaction shall in each case be calculated giving pro forma effect thereto (and, in the case of any pro forma computation made hereunder to determine whether such acquisition or disposition, or issuance, incurrence, assumption or repayment of Indebtedness, or other transaction is permitted to be consummated hereunder, to any other such transaction consummated since the first day of the period covered by any component of such pro forma computation and on or prior to the date of such computation) as if such transaction had occurred on the first day of the period of four consecutive fiscal quarters ending with the most recent fiscal quarter for which financial statements shall have been delivered pursuant to Section 5.01(a) or 5.01(b) (or, prior to the delivery of any such financial statements, ending with the last fiscal quarter included in the financial statements referred to in Section 3.04(a)), and, to the extent applicable, to the historical earnings and cash flows associated with the assets acquired or disposed of (but without giving effect to any synergies or cost savings unless permitted by Article 11 of Regulation S-X) and any related incurrence or reduction of Indebtedness, all in accordance with Article 11 of Regulation S-X under the Securities Act. If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Swap Agreement pertaining to interest rates applicable to such Indebtedness).

**SECTION 1.05. Amendment and Restatement of Existing Agreement.** The parties to this Agreement agree that, on the Effective Date, the terms and provisions of the Existing Credit Agreement shall be and hereby are amended and restated in their entirety by the terms and provisions of this Agreement. This Agreement is not intended to and shall not constitute a novation, payment and reborrowing or termination of the Obligations under the Existing Credit Agreement and the other Loan Documents as in effect prior to the Effective Date. All Loans made and Obligations incurred under the

Existing Credit Agreement which are outstanding on the Effective Date shall continue as Loans and Obligations under (and shall be governed by the terms of) this Agreement and the other Loan Documents. Without limiting the foregoing, on the Effective Date: (a) all references in the “Loan Documents” (as defined in the Existing Credit Agreement) to the “Administrative Agent”, the “Credit Agreement” and the “Loan Documents” shall be deemed to refer to the Administrative Agent, this Agreement and the Loan Documents, (b) Letters of Credit which remain outstanding on the Effective Date shall continue as Letters of Credit under (and shall be governed by the terms of) this Agreement, (c) all obligations constituting “Obligations” with any Lender or any Affiliate of any Lender which are outstanding on the Effective Date shall continue as Obligations under this Agreement and the other Loan Documents, (d) the Administrative Agent shall make such reallocations, sales, assignments or other relevant actions in respect of each Lender’s credit exposure under the Existing Credit Agreement as are necessary in order that each such Lender’s Revolving Credit Exposure and outstanding Revolving Loans hereunder reflects such Lender’s Applicable Percentage of the outstanding aggregate Revolving Credit Exposures on the Effective Date, (d) the Existing Loans of the Departing Lender shall be repaid in full (accompanied by any accrued and unpaid interest and fees thereon), the Departing Lender’s “Commitment” under the Existing Credit Agreement shall be terminated and the Departing Lender shall not be a Lender hereunder and shall not have any obligation to make Loans or extend credit under this Agreement or to participate in Letters of Credit issued or Swingline Loans made under the Existing Credit Agreement (with all existing participations of the Departing Lender in Letters of Credit and Swingline Loans deemed terminated) or to reimburse any party for LC Disbursements in respect thereof (provided, however, that the Departing Lender shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17, 2.17A and 9.03) and (e) the Company hereby agrees to compensate each applicable Lender (and the Departing Lender) for any and all losses, costs and expenses incurred by such Lender in connection with the sale and assignment of any Term Benchmark Loans (including the “Eurocurrency Loans” under the Existing Credit Agreement) and such reallocation (and any repayment or prepayment of the Departing Lender’s Loan) described above, in each case on the terms and in the manner set forth in Section 2.16 hereof. The Departing Lender, by its execution of its Departing Lender Signature Page, notwithstanding the time period specified in Section 2.11 of the Existing Credit Agreement, consents to the prepayment of its loans under the Existing Credit Agreement without any requirement of a written notice of prepayment.

**SECTION 1.06. Interest Rates; Benchmark Notification.** The interest rate on a Loan denominated in Dollars or a Foreign Currency may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 2.14(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrowers. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to any 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 1.07. Divisions.** For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction’s laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

**SECTION 1.08. Certain Calculations.** No Default or Event of Default shall arise as a result of any limitation or threshold set forth in Dollars in Articles VI and VII under this Agreement being exceeded solely as a result of changes in currency exchange rates from those rates applicable on the last day of the fiscal quarter of the Company immediately preceding the fiscal quarter of the Company in which the applicable transaction or occurrence requiring a determination occurs.

**SECTION 1.09. Exchange Rates; Currency Equivalents**

(a) The Administrative Agent or the relevant Issuing Bank, as applicable, shall determine the Dollar Amount of Borrowings or Letters of Credit denominated in Foreign Currencies. Such Dollar Amount shall become effective as of such Computation Date and shall be the Dollar Amount of such amounts until the next Computation Date to occur.

(b) Except for purposes of (i) any determination under Article VI (other than Section 6.10) or calculating financial covenants hereunder, which shall, in each case, be as reasonably determined by the Company, (ii) Section 6.10, for which the applicable amount of any Agreed Currency (other than Dollars) shall be translated into Dollars at the currency exchange rates used in preparing the Company’s most recent annual and quarterly financial statements and (iii) or except as otherwise provided herein, the applicable amount of any Agreed Currency (other than Dollars) for purposes of the Loan Documents shall be such Dollar Amount as so determined by the Administrative Agent or the relevant Issuing Bank, as applicable.

SECTION 2.01. Commitments. Prior to the Effective Date, certain revolving loans were previously made to the Borrowers under the Existing Credit Agreement which remain outstanding as of the date of this Agreement (such outstanding revolving loans being hereinafter referred to as the “Existing Loans”). Subject to the terms and conditions set forth in this Agreement, the Borrowers and each of the Lenders agree that on the Effective Date but subject to the reallocation and other transactions described in Section 1.05, the Existing Loans shall be re-evidenced as Revolving Loans under this Agreement, and the terms of the Existing Loans shall be restated in their entirety and shall be evidenced by this Agreement. Subject to the terms and conditions set forth herein, (a) each Revolving Lender (severally and not jointly) agrees to make Revolving Loans to the Borrowers in Agreed Currencies from time to time during the Revolving Credit Availability Period in an aggregate principal amount that will not result (after giving effect to any application of proceeds of such Borrowing to any Swingline Loans outstanding pursuant to Section 2.10(a)) in, subject to Sections 2.04 and 2.11(b), (i) the Dollar Amount of such Lender’s Revolving Credit Exposure exceeding such Lender’s Revolving Commitment or (ii) the Dollar Amount of the Total Revolving Credit Exposure exceeding the aggregate Revolving Commitments

and, (b) each Term A-1 Lender with a Term A-1 Loan Commitment (severally and not jointly) agrees to make a Term A-1 Loan to the Company in Dollars in a single drawing during the Term A-1 Loan Availability Period, in an amount equal to such Lender’s Term A-1 Loan Commitment, on the Term A-1 Loan Funding Date by making immediately available funds available to the Administrative Agent’s designated account, not later than the time specified by the Administrative Agent and (c) each Term A-2 Lender with a Term A-2 Loan Commitment (severally and not jointly) agrees to make a Term A-2 Loan to the Swiss Term A-2 Loan Borrower in euro in a single drawing during the Term A-2 Loan Availability Period, in an amount equal to such Lender’s Term A-2 Loan Commitment, on the Term A-2 Loan Funding Date by making immediately available funds available to the Administrative Agent’s designated account, not later than the time specified by the Administrative Agent. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Revolving Loans. The Term A-1 Loans have been funded on the Term A-1 Loan Funding Date and the Term A-1 Loan Commitments were terminated in full on the Term A-1 Loan Funding Date upon such funding of the Term A-1 Loans. Amounts repaid or prepaid in respect of Term Loans may not be reborrowed.

SECTION 2.02. Loans and Borrowings. (a) Each Loan (other than a Swingline Loan) shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the applicable Lenders ratably in accordance with their respective Commitments of the applicable Class. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender’s failure to make Loans as required. Any Swingline Loan shall be made in accordance with the procedures set forth in Section 2.05. The Term Loans shall amortize as set forth in Section 2.10.

(b) Subject to Section 2.14, (i) each Revolving Borrowing and Term Loan Borrowing shall be comprised (x) in the case of Borrowings in Dollars, entirely of ABR Loans or Term Benchmark Loans and (y) in the case of Borrowings in any other Agreed Currency, entirely of Term Benchmark Loans or RFR Loans, as applicable, in each case of the same Agreed Currency, as the relevant Borrower may request in accordance herewith; provided that each ABR Loan shall only be made in Dollars and (ii) each Swingline Loan shall be (x) an ABR Loan in the case of a Swingline Loan denominated in Dollars, (y) an ESTR Loan in the case of an Euro Swingline Loan or (z) a Canadian Base Rate Loan in the case of a Canadian Swingline Loan. Each Lender at its option may make any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan (and in the case of an Affiliate, the provisions of Sections 2.14, 2.15, 2.16, 2.17 and 2.17A shall apply to such Affiliate to the same extent as to such Lender); provided that any exercise of such option shall not affect the obligation of the relevant Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Term Benchmark Revolving Borrowing and/or payment period for each RFR Revolving Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of \$100,000 (or, if such Borrowing is denominated in (i) Japanese Yen, JPY10,000,000 or (ii) a Foreign Currency other than Japanese Yen, 100,000 units of such currency) and not less than \$1,000,000 (or, if such Borrowing is denominated in (i) Japanese Yen, JPY100,000,000 or (ii) a Foreign Currency other than Japanese Yen, 1,000,000 units of such currency). At the time that each ABR Revolving Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of \$100,000 and not less than \$500,000; provided that an ABR Revolving Borrowing may be in an aggregate amount that is equal to the entire unused balance of the aggregate Revolving Commitments or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.06(e). Each Swingline Loan shall be in an amount that is an integral

multiple of \$100,000 (or, if such Swingline Loan is denominated in (i) Japanese Yen, JPY10,000,000 or (ii) a Foreign Currency other than Japanese Yen, 100,000 units of such currency) and not less than \$100,000 (or, if such Swingline Loan is denominated in (i) Japanese Yen, JPY10,000,000 or (ii) a Foreign Currency other than Japanese Yen, 100,000 units of such currency). Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of twenty five (25) Term Benchmark Borrowings or RFR Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, no Borrower shall be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the applicable Maturity Date.

SECTION 2.03. Requests for Borrowings. To request a Borrowing, the applicable Borrower, or the Company on behalf of the applicable Borrower, shall notify the Administrative Agent of such request (a) by irrevocable written notice (via a written Borrowing Request signed by the applicable Borrower, or the Company on behalf of the applicable Borrower) (i) in the case of a Term Benchmark Borrowing denominated in Dollars or Canadian Dollars, not later than 3:00 p.m., New York City time, three (3) Business Days before the date of the proposed Borrowing, (ii) in the case of a Term Benchmark Borrowing denominated in euro or Japanese Yen, not later than 3:00 p.m., London time, three (3) Business Days before the date of the proposed Borrowing and (iii) in the case of an RFR Borrowing denominated in Pounds Sterling or Swiss Francs, not later than 12:00 noon, London time, five (5) RFR Business Days before the date of the proposed Borrowing or (b) by irrevocable written notice (via a written Borrowing Request signed by the applicable Borrower, or the Company on behalf of the applicable Borrower), not later than 1:00 p.m., Local Time, on the date of a proposed ABR Borrowing. Each such Borrowing Request shall specify the following information in compliance with Section 2.02:

- (i) the name of the applicable Borrower;
- (ii) the Agreed Currency and the aggregate principal amount of the requested Borrowing;
- (iii) the date of such Borrowing, which shall be a Business Day;
- (iv) whether such Borrowing is to be an ABR Borrowing, a Term Benchmark Borrowing or an RFR Borrowing and whether such Borrowing is a Revolving Borrowing, a Term A-1 Loan Borrowing or a Term A-2 Loan Borrowing;
- (v) in the case of a Term Benchmark Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the

definition of the term “Interest Period”; and

- (vi) the location and number of the applicable Borrower’s account to which funds are to be disbursed, which shall comply with the requirements of Section 2.07.

If no election as to the currency of a Borrowing is specified, then the requested Borrowing shall be made in Dollars. If no election as to the Type of Borrowing is specified, then, in the case of a Borrowing denominated in Dollars, the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Term Benchmark Borrowing, then the relevant Borrower shall be deemed to have selected an Interest Period of one month’s duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender

of the details thereof and of the amount of such Lender’s Loan to be made as part of the requested Borrowing.

SECTION 2.04. Determination of Dollar Amounts. The Administrative Agent will determine the Dollar Amount of:

- (a) any Loan denominated in a Foreign Currency, on each of the following: (i) the date of the Borrowing of such Loan and (ii)(A) with respect to any Term Benchmark Loan, each date of a conversion or continuation of such Loan pursuant to the terms of this Agreement and (B) with respect to any RFR Loan, each date that is on the numerically corresponding day in each calendar month that is one month after the Borrowing of such Loan (or, if there is no such numerically corresponding day in such month, then the last day of such month),
- (b) any Letter of Credit denominated in a Foreign Currency, on each of the following: (i) the date on which such Letter of Credit is issued, (ii) the first Business Day of each calendar month and (iii) the date of any amendment of such Letter of Credit that has the effect of increasing the face amount thereof, and
- (c) all outstanding Credit Events, on any additional date as the Administrative Agent may determine at any time when an Event of Default exists.

Each day upon or as of which the Administrative Agent determines Dollar Amounts as described in the preceding clauses (a), (b) and (c) is herein described as a “Computation Date” with respect to each Credit Event for which a Dollar Amount is determined on or as of such day.

SECTION 2.05. Swingline Loans. (a) Subject to the terms and conditions set forth herein, the Swingline Lender may in its sole discretion make Swingline Loans in Dollars, Canadian Dollars or euro to any Borrower from time to time during the Revolving Credit Availability Period, in an aggregate principal Dollar Amount at any time outstanding that will not result in (i) the aggregate principal Dollar Amount of outstanding Swingline Loans exceeding \$75,000,000, (ii) the Swingline Lender’s Revolving Credit Exposure exceeding its Revolving Commitment or (iii) the Dollar Amount of the Total Revolving Credit Exposure exceeding the aggregate Revolving Commitments; provided that the Swingline Lender shall not be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, any Borrower may borrow, prepay and reborrow Swingline Loans. Canadian Swingline Loans may only be made to (and may only be requested by or in respect of) a Canadian Borrower, but, for the avoidance of doubt, a Canadian Borrower may request a Swingline Loan denominated in Dollars or euro.

- (b) To request a Swingline Loan, the applicable Borrower, or the Company on behalf of the applicable Borrower, shall notify the Administrative Agent of such request (i) by irrevocable written notice (via a written Borrowing Request signed by the applicable Borrower, or the Company on behalf of the applicable Borrower), not later than 12:00 noon, New York City time, on the day of a proposed Swingline Loan in Dollars, (ii) by irrevocable written notice (via a written Borrowing Request signed by the applicable Borrower, or the Company on behalf of the applicable Borrower), not later than 8:30 a.m., New York City time, on the day of a proposed Euro Swingline Loan and (iii) by irrevocable written notice (via a written Borrowing Request signed by the applicable Borrower, or the Company on behalf of the applicable Borrower), not later than 12:00 noon, Local Time, on the day of a proposed Canadian Swingline Loan. Each such notice shall be irrevocable and shall specify the requested date (which shall be a Business Day), applicable currency, Type and amount of the requested Swingline Loan and the account to which the proceeds of such Swingline Loan are to be credited. The Administrative Agent will

promptly advise the Swingline Lender of any such notice received from the Company or any other applicable Borrower. The Swingline Lender shall make each Swingline Loan available to the applicable Borrower by means of a credit to an account of such Borrower (as designated by such Borrower in such notice) (or, in the case of a Swingline Loan made to finance the reimbursement of an LC Disbursement as provided in Section 2.06(c), by remittance to the relevant Issuing Bank) by 3:00 p.m., Local Time, on the requested date of such Swingline Loan.

- (c) The Swingline Lender may by written notice given to the Administrative Agent not later than 10:00 a.m., Local Time, (i) in respect of Swingline Loans denominated in Dollars, on any Business Day, (ii) in respect of Euro Swingline Loans denominated in euro, three (3) Business Days before the date of the proposed acquisition of participations and (iii) in respect of Canadian Swingline Loans, three (3) Business Days before the date of the proposed acquisition of participations, require the Revolving Lenders to acquire participations in all or a portion of the Swingline Loans outstanding in the applicable Agreed Currency of such Swingline Loans. Such notice shall specify the aggregate amount and the applicable Agreed Currency of Swingline Loans in which Revolving Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Revolving Lender, specifying in such notice such Lender’s Applicable Percentage of such Swingline Loan or Loans and the applicable Agreed Currency of such Swingline Loan or Loans. Each Revolving Lender hereby absolutely and unconditionally agrees, promptly upon receipt of notice as provided above (and in any event, if such notice is received by 12:00 noon, Local Time, on a Business Day, no later than 5:00 p.m., Local Time, on such Business Day and if received after 12:00 noon, Local Time, on a Business Day, no later than 10:00 a.m., Local Time, on the immediately succeeding Business Day), to pay in the applicable Agreed Currency to the Administrative Agent, for the account of the Swingline Lender, such Lender’s Applicable Percentage of such Swingline Loan or Loans. Each Revolving Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Revolving Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Swingline Lender the amounts so received by it from the Revolving Lenders. The Administrative Agent shall notify the Company of any participations in any Swingline Loan acquired pursuant to this paragraph, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the Swingline Lender. Any amounts received by the Swingline Lender from the applicable Borrower (or other party on behalf of such Borrower) in respect of a Swingline Loan after receipt by the Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent; any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Revolving Lenders that shall have made their payments pursuant to this paragraph and to the Swingline Lender, as their interests may appear; provided that any such payment so remitted shall be repaid to the Swingline Lender or to the Administrative Agent, as applicable, if and to the extent such payment is required to be refunded to the applicable Borrower for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve the Company or any other applicable Borrower of any default in the payment thereof.

(d) The Swingline Lender may be replaced at any time by written agreement among the Company, the Administrative Agent, the replaced Swingline Lender and the successor

Swingline Lender. The Administrative Agent shall notify the Revolving Lenders of any such replacement of the Swingline Lender. At the time any such replacement shall become effective, the Company shall pay all unpaid interest accrued for the account of the replaced Swingline Lender pursuant to Section 2.13(a). From and after the effective date of any such replacement, (i) the successor Swingline Lender shall have all the rights and obligations of the replaced Swingline Lender under this Agreement with respect to Swingline Loans made thereafter and (ii) references herein to the term "Swingline Lender" shall be deemed to refer to such successor or to any previous Swingline Lender, or to such successor and all previous Swingline Lenders, as the context shall require. After the replacement of a Swingline Lender hereunder, the replaced Swingline Lender shall remain a party hereto and shall continue to have all the rights and obligations of a Swingline Lender under this Agreement with respect to Swingline Loans made by it prior to its replacement, but shall not be required to make additional Swingline Loans.

(e) Subject to the appointment and acceptance of a successor Swingline Lender, the Swingline Lender may resign as a Swingline Lender at any time upon thirty (30) days' prior written notice to the Administrative Agent, the Company and the Revolving Lenders, in which case, such Swingline Lender shall be replaced in accordance with Section 2.05(d) above.

SECTION 2.06. Letters of Credit. (a) General. Subject to the terms and conditions set forth herein, any Borrower may request the issuance of, and each Issuing Bank agrees to issue, Letters of Credit denominated in Agreed Currencies for its own account or for the account of any Subsidiary, in a form reasonably acceptable to the Administrative Agent and the relevant Issuing Bank, at any time and from time to time during the Revolving Credit Availability Period. Notwithstanding the foregoing, the letters of credit identified on Schedule 2.06 (the "Existing Letters of Credit") shall be deemed to be "Letters of Credit" issued on the Effective Date for all purposes of the Loan Documents. Notwithstanding anything herein to the contrary, no Issuing Bank shall have any obligation hereunder to issue any Letter of Credit if (i) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such Issuing Bank from issuing such Letter of Credit, or any law applicable to such Issuing Bank shall prohibit, or require that such Issuing Bank refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or (ii) (x) to fund any activity or business of or with any Sanctioned Person, or in any country or territory that, at the time of such funding, is a Sanctioned Country or (y) in any manner that would result in a violation of any Sanctions by any party to this Agreement or (iii) the issuance of such Letter of Credit would violate one or more policies of the Issuing Bank applicable to letters of credit generally. The Company unconditionally and irrevocably agrees that, in connection with any Letter of Credit issued for the account of any Subsidiary as provided in the first sentence of this paragraph, the Company will be fully responsible for the reimbursement of LC Disbursements in accordance with the terms hereof, the payment of interest thereon and the payment of fees due under Section 2.12(b) to the same extent as if it were the sole account party in respect of such Letter of Credit (the Company hereby irrevocably waiving any defenses that might otherwise be available to it as a guarantor or surety of the obligations of such a Subsidiary that shall be an account party in respect of any such Letter of Credit).

(b) Notice of Issuance, Amendment, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment or extension of an outstanding Letter of Credit), the applicable Borrower shall deliver (including by electronic communication, if arrangements for doing so have been approved by the relevant Issuing Bank) to the relevant Issuing Bank and the Administrative Agent (reasonably in advance of the requested date of issuance, amendment or extension, but in any event no less than three (3) Business Days unless the Administrative Agent and such Issuing Bank shall otherwise agree) a written notice pursuant to, and in accordance with, Section 9.01 requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended or extended, and specifying the date of issuance, amendment or

extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the Agreed Currency applicable thereto, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend or extend such Letter of Credit. If requested by an Issuing Bank, the applicable Borrower also shall submit a letter of credit application, continuing agreement and/or other similar agreement on such Issuing Bank's standard form in connection with any request for a Letter of Credit. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by any Borrower to, or entered into by any Borrower with, the relevant Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. A Letter of Credit shall be issued, amended or extended only if (and upon issuance, amendment or extension of each Letter of Credit the applicable Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment or extension (i) subject to Sections 2.04 and 2.11(b), the Dollar Amount of the LC Exposure shall not exceed the sum of the total Applicable LC Sublimits of all of the Issuing Banks, (ii) subject to Sections 2.04 and 2.11(b), the Dollar Amount of the Total Revolving Credit Exposure shall not exceed the aggregate Revolving Commitments, (iii) subject to Sections 2.04 and 2.11(b), the Dollar Amount of each Lender's Revolving Credit Exposure shall not exceed such Lender's Revolving Commitment and (iv) subject to Sections 2.04 and 2.11(b), the Dollar Amount of the aggregate face amount of all Letters of Credit issued and then outstanding by any Issuing Bank shall not exceed such Issuing Bank's Applicable LC Sublimit.

(c) Expiration Date. Each Letter of Credit shall expire (or be subject to termination by notice from the relevant Issuing Bank to the beneficiary thereof) at or prior to the close of business on the earlier of (i) the date two years after the date of the issuance of such Letter of Credit (or, in the case of any extension thereof, one year after such extension) and (ii) the date that is five (5) Business Days prior to the Revolving Credit Maturity Date; provided that any Letter of Credit may contain customary automatic extension provisions agreed upon by the Company and the applicable Borrower and the relevant Issuing Bank pursuant to which the expiration date of such Letter of Credit (an "Auto Extension Letter of Credit") shall automatically be extended for consecutive periods of up to twenty four (24) months (but, subject to the penultimate sentence of this Section 2.06(c), not to a date later than the date set forth in clause (ii) above). Unless otherwise directed by the relevant Issuing Bank, the Company and the applicable Borrower shall not be required to make a specific request to such Issuing Bank for any such extension. Once an Auto Extension Letter of Credit has been issued, the Revolving Lenders shall be deemed to have authorized (but may not require) the relevant Issuing Bank to permit the extension of such Letter of Credit at any time to an expiry date not later than the date set forth in clause (ii) above. Notwithstanding the foregoing to the contrary, a Letter of Credit may expire up to one year beyond the Revolving Credit Maturity Date so long as the applicable Borrower cash collateralizes, such Letter of Credit in an amount equal to 105% of the face amount of such Letter of Credit in the manner described in Section 2.06(j) or provides a backup letter of credit in such amount and otherwise in form and substance reasonably acceptable to the relevant Issuing Bank and the Administrative Agent in their discretion, in each case no later than thirty (30) days prior to the Revolving Maturity Date. For the avoidance of doubt, if the Revolving Credit Maturity Date shall be extended pursuant to Section 2.25, "Revolving Credit Maturity Date" as referenced in this clause (c) shall refer to the Maturity Date as extended pursuant to Section 2.25; provided that, notwithstanding anything in this Agreement (including Section 2.25 hereof) or any other Loan Document to the contrary, the Revolving Credit Maturity Date, as such term is used in reference to the relevant Issuing Bank or any Letter of Credit issued thereby, may not be extended without the prior written consent of such Issuing Bank.



( d ) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the relevant Issuing Bank or the Revolving Lenders, the relevant Issuing Bank hereby grants to each Revolving Lender, and each Revolving Lender hereby acquires from the relevant Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the relevant Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the applicable Borrower on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to any Borrower for any reason, including after the Revolving Credit Maturity Date. Each Revolving Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

( e ) Reimbursement. If the relevant Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the applicable Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent in Dollars the Dollar Amount equal to such LC Disbursement, calculated as of the date such Issuing Bank made such LC Disbursement (or if such Issuing Bank shall so elect in its sole discretion by notice to the applicable Borrower, in such other Agreed Currency which was paid by such Issuing Bank pursuant to such LC Disbursement in an amount equal to such LC Disbursement) not later than 12:00 noon, Local Time, on the date that such LC Disbursement is made, if the applicable Borrower shall have received notice of such LC Disbursement prior to 10:00 a.m., Local Time, on such date, or, if such notice has not been received by such Borrower prior to such time on such date, then not later than 12:00 noon, Local Time, on the Business Day immediately following the day that such Borrower receives such notice, if such notice is not received prior to such time on the day of receipt; provided that such Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 or 2.05 that such payment be financed with (i) to the extent such LC Disbursement was made in Dollars, an ABR Revolving Borrowing, Term Benchmark Revolving Borrowing or Swingline Loan in Dollars in an amount equal to such LC Disbursement or (ii) to the extent such LC Disbursement was made in a Foreign Currency, a Term Benchmark Revolving Borrowing or an RFR Revolving Borrowing in such Foreign Currency in an amount equal to such LC Disbursement and, in each case, to the extent so financed, such Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Revolving Borrowing, Term Benchmark Revolving Borrowing, RFR Revolving Borrowing or Swingline Loan, as applicable. If any Borrower fails to make such payment when due, the Administrative Agent shall notify each Revolving Lender of the applicable LC Disbursement, the payment then due from such Borrower in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Revolving Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the applicable Borrower, in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders), and the Administrative Agent shall promptly pay to the relevant Issuing Bank the amounts so received by it from the Revolving Lenders. Promptly following receipt by the Administrative Agent of any payment from any Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to such

Issuing Bank or, to the extent that Revolving Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear. Any payment made by a Revolving Lender pursuant to this paragraph to reimburse the relevant Issuing Bank for any LC Disbursement (other than the funding of Revolving Loans or a Swingline Loan as contemplated above) shall not constitute a Loan and shall not relieve the applicable Borrower of its obligation to reimburse such LC Disbursement. If any Borrower's reimbursement of, or obligation to reimburse, any amounts in any Foreign Currency would subject the Administrative Agent, any Issuing Bank or any Lender to any stamp duty, ad valorem charge or similar tax that would not be payable if such reimbursement were made or required to be made in Dollars, such Borrower shall, at its option, either (x) pay the amount of any such tax requested by the Administrative Agent, the relevant Issuing Bank or the relevant Lender or (y) reimburse each LC Disbursement made in such Foreign Currency in Dollars, in an amount equal to the Dollar Amount thereof calculated on the date such LC Disbursement is made.

( f ) Obligations Absolute. Each Borrower's obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein or herein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) any payment by the relevant Issuing Bank 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, (iv) 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, any Borrower's obligations hereunder, or (v) any adverse change in the relevant exchange rates or in the availability of the relevant Foreign Currency to the Company or any Subsidiary or in the relevant currency markets generally. Neither the Administrative Agent, the Revolving Lenders nor the Issuing Banks, nor any of their Related Parties, shall 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, any error in translation or any consequence arising from causes beyond the control of the relevant Issuing Bank; provided that the foregoing shall not be construed to excuse the relevant Issuing Bank from liability to a 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 each Borrower to the extent permitted by applicable law) suffered by such Borrower that are caused by such Issuing Bank'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 any Issuing Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, each Issuing Bank 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.

( g ) Disbursement Procedures. Each Issuing Bank for any Letter of Credit shall, within the time allowed by applicable law or the specific terms of the Letter of Credit following its receipt thereof, examine all documents purporting to represent a demand for payment under such Letter of Credit. Such Issuing Bank shall promptly after such examination notify the Administrative Agent and the applicable Borrower by telephone (confirmed by telecopy) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve such Borrower of its obligation to reimburse such Issuing Bank and the Revolving Lenders with respect to any such LC Disbursement.

( h ) Interim Interest. If any Issuing Bank for any Letter of Credit shall make any LC Disbursement, then, unless the applicable Borrower shall reimburse such LC Disbursement in full in the applicable currency on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and

including the date such LC Disbursement is made to but excluding the date that such Borrower reimburses such LC Disbursement, at the rate per annum then applicable to ABR Revolving Loans (or in the case such LC Disbursement is denominated in a Foreign Currency, at the Overnight Rate for such Agreed Currency plus the then effective Applicable Rate with respect to Term Benchmark Revolving Loans); provided that, if such Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.13(e) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the relevant Issuing Bank, except that interest accrued on and after the date of payment by any Revolving Lender pursuant to paragraph (e) of this Section to reimburse such Issuing Bank for such LC Disbursement shall be for the account of such Lender to the extent of such payment.

( i ) Replacement and Resignation of Issuing Bank. (A) Any Issuing Bank may be replaced at any time by written agreement among the applicable Borrower, the Administrative Agent, the successor Issuing Bank and, unless the replaced Issuing Bank is a Defaulting Lender that is not responsive to a request for such written agreement after reasonable notice, the replaced Issuing Bank. The Administrative Agent shall notify the Revolving Lenders of any such replacement of any Issuing Bank. At the time any such replacement shall become effective, the Borrowers shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.12(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit to be issued by such successor Issuing Bank thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit then outstanding and issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit or extend or otherwise amend any existing Letter of Credit.

(B) Subject to the appointment and acceptance of a successor Issuing Bank, an Issuing Bank may resign as an Issuing Bank at any time upon thirty days' prior written notice to the Administrative Agent, the Company and the Revolving Lenders, in which case, such resigning Issuing Bank shall be replaced in accordance with Section 2.06(i)(A) above.

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( j ) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that any Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, Revolving Lenders with LC Exposure representing greater than 50% of the total LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph, such Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Revolving Lenders (the "LC Collateral Account"), an amount in cash equal to 105% of the Dollar Amount of the LC Exposure for such Borrower as of such date plus any accrued and unpaid interest thereon; provided that (i) the portions of such amount attributable to undrawn Foreign Currency Letters of Credit or LC Disbursements in a Foreign Currency that such Borrower is not late in reimbursing shall be deposited in the applicable Foreign Currencies in the actual amounts of such undrawn Letters of Credit and LC Disbursements and (ii) the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to any Borrower described in ~~clause~~Section 7.01 (h) or (i) ~~of Article VII~~. For the purposes of this paragraph, the Dollar Amount of the Foreign Currency LC Exposure shall be calculated on the date notice demanding cash collateralization is delivered to the applicable Borrower. Each Borrower also shall deposit cash collateral pursuant to this paragraph as and to the extent required by Section 2.11(b). Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the Obligations. In addition, and without limiting the foregoing or Section 2.06(c), if any LC Exposure remains outstanding after the expiration date specified in Section 2.06(c), the applicable Borrower shall immediately deposit into the LC Collateral Account an amount in cash equal to 105% of such LC Exposure as of such date plus any accrued and unpaid interest thereon. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option of the Company with the consent of the Administrative Agent in its reasonable discretion and at such Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in any such account shall be applied by the Administrative Agent to reimburse the relevant Issuing Bank for LC Disbursements for which it has not been reimbursed, together with related fees, costs and customary processing charges, and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the applicable Borrower for the LC Exposure for such Borrower at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Revolving Lenders with LC Exposure representing greater than 50% of the total LC Exposure), be applied to satisfy other Obligations. If any Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to such Borrower within three (3) Business Days after all Events of Default have been cured or waived. If the Company is required to provide an amount of cash collateral hereunder pursuant to Section 2.11(b), such amount (to the extent not applied as aforesaid) shall be returned to the Company as and to the extent that, after giving effect to such return, the aggregate Revolving Credit Exposures would not exceed the aggregate Revolving Commitments and no Event of Default shall have occurred and be continuing.

(k) Issuing Bank Agreements. Each Issuing Bank agrees that, unless otherwise requested by the Administrative Agent, such Issuing Bank shall report in writing to the Administrative Agent (i) on or prior to each Business Day on which such Issuing Bank expects to issue, amend or extend any Letter of Credit, the date of such issuance, amendment or extension, and the aggregate face amount and currency of the Letters of Credit to be issued, amended or extended by it and outstanding after giving effect to such issuance, amendment or extension

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occurred (and whether the amount thereof changed), (ii) on each Business Day on which such Issuing Bank makes any LC Disbursement, the date of such LC Disbursement and the amount and currency of such LC Disbursement, (iii) on any Business Day on which any Borrower fails to reimburse an LC Disbursement required to be reimbursed to such Issuing Bank on such day, the date of such failure and the amount and currency of such LC Disbursement and (iv) on any other Business Day, such other information as the Administrative Agent shall reasonably request.

(l) LC Exposure Determination. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the amount of such Letter of Credit available to be drawn at such time; provided that with respect to any Letter of Credit that, by its terms or the terms of any Letter of Credit Agreement related thereto, provides for one or more automatic increases in the available amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum amount is available to be drawn at such time.

SECTION 2.07. Funding of Borrowings. (a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof (which shall be (x) the Term A-1 Loan Funding Date in the case of the Term A-1 Loans and (y) the Term A-2 Loan Funding Date in the case of the Term A-2 Loans) solely by wire transfer of immediately available funds (i) in the case of Revolving Loans denominated in Dollars, by 2:30 p.m., New York City time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders, (ii) in the case of each Revolving Loan denominated in a Foreign Currency, by 12:00 noon, Local Time, in the city of the Administrative Agent's Applicable Payment Office for such currency and at such Applicable Payment Office for such currency, (iii) in the case of Term A-1 Loans, as provided in Section 2.01(b), (iii) in the case of Term A-2 Loans, as provided in Section 2.01(c) and (iv) in the case of Swingline Loans, as provided in Section 2.05. The Administrative Agent will make such Loans available to the relevant Borrower by promptly crediting the amounts so received, in like funds, to an account of

such Borrower designated by such Borrower in the applicable Borrowing Request; provided that Revolving Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.06(e) shall be remitted by the Administrative Agent to the relevant Issuing Bank.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing (or in the case of an ABR Borrowing, prior to 2:30 p.m., New York City time, on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the relevant 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 such 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 such Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the applicable Overnight Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of such Borrower, the interest rate applicable to ABR Loans, in the case of Foreign Currencies, in accordance with such market practice, in each case, as applicable. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.08. Interest Elections. (a) Subject to the provisions of this Section 2.08 and of Sections 2.02(b), 2.13 and 2.14, (i) Loans may be made or maintained only as ABR Loans, Term

Benchmark Loans or RFR Loans and (ii) Swingline Loans may be made or maintained only as (x) an ABR Loan in the case of a Swingline Loan denominated in Dollars, (y) an ESTR Loan in the case of an Euro Swingline Loan or (z) a Canadian Base Rate Loan in the case of a Canadian Swingline Loan.

(b) Each Borrowing initially shall be of the Type and Agreed Currency specified in the applicable Borrowing Request and, in the case of a Term Benchmark Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the relevant Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Term Benchmark Borrowing, may elect Interest Periods therefor, all as provided in this Section. A Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to Swingline Borrowings, which may not be converted or continued.

(c) To make an election pursuant to this Section, a Borrower, or the Company on its behalf, shall notify the Administrative Agent of such election (by irrevocable written notice in the case of a Borrowing denominated in Dollars or by irrevocable written notice (via an Interest Election Request signed by such Borrower, or the Company on its behalf) in the case of a Borrowing denominated in a Foreign Currency) by the time that a Borrowing Request would be required under Section 2.03 if such Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Notwithstanding any contrary provision herein, this Section shall not be construed to permit any Borrower to (i) change the currency of any Borrowing, (ii) elect an Interest Period for Term Benchmark Loans that does not comply with Section 2.02(d) or (iii) convert any Borrowing to a Borrowing of a Type not available under the Class of Commitments pursuant to which such Borrowing was made.

(d) Each Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the name of the applicable Borrower, the Agreed Currency and principal amount of the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing (in the case of Borrowings denominated in Dollars), a Term Benchmark Borrowing or an RFR Borrowing; and

(iv) if the resulting Borrowing is a Term Benchmark Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which Interest Period shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Term Benchmark Borrowing but does not specify an Interest Period, then the applicable Borrower shall be deemed to have selected an Interest Period of one

month's duration. If no currency is specified with respect to any requested Borrowing, then the applicable Borrower (or, as applicable, the Company) shall be deemed to have selected Dollars. If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be (A) in the case of a Borrowing denominated in Dollars, an ABR Borrowing, (B) in the case of a Borrowing denominated in Canadian Dollars, a Term Benchmark Borrowing bearing interest at the CDOR Rate, (C) in the case of a Borrowing denominated in euros, a Term Benchmark Borrowing bearing interest at the Adjusted EURIBO Rate, (D) in the case of a Borrowing denominated in Swiss Francs or Pounds Sterling, the appropriate Type of RFR Borrowing, and (E) in the case of a Borrowing denominated in Japanese Yen, a Term Benchmark Borrowing bearing interest at the Adjusted TIBO Rate.

(e) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(f) If the relevant Borrower fails to deliver a timely Interest Election Request with respect to a Term Benchmark Borrowing denominated in Dollars prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be deemed to have an Interest Period that is one (1) month. If the applicable Borrower fails to deliver a timely and complete Interest Election Request with respect to a Term Benchmark Borrowing denominated in a Foreign Currency prior to the end of the Interest Period therefor, then, unless such Term Benchmark Borrowing is repaid as provided herein, such Borrower shall be deemed to have selected that such Term Benchmark Borrowing shall automatically be continued as a Term Benchmark Borrowing in its original Agreed Currency with an Interest Period of one month at the end of such Interest Period. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Company, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a Term Benchmark Borrowing and (ii) unless repaid, (x) each Term Benchmark Borrowing and each RFR Borrowing, in each case denominated in Dollars shall be converted to an ABR Borrowing (in the case of a Term Benchmark Borrowing) at the end of the Interest Period applicable thereto or (in the case of an RFR Borrowing) on the next Interest Payment Date in respect thereof, (y) each Term Benchmark Borrowing denominated in Canadian Dollars shall be converted to a Loan that bears interest at the Canadian Prime Rate plus the Applicable Rate for



Canadian Base Rate Borrowings at the end of the Interest Period applicable thereto and (z) each Term Benchmark Borrowing and each RFR Borrowing, in each case denominated in a Foreign Currency other than Canadian Dollars shall bear interest at the Central Bank Rate for the applicable Agreed Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Agreed Currency cannot be determined, any outstanding affected Term Benchmark Loans or RFR Loans denominated in any Foreign Currency shall either be (A) converted to an ABR Borrowing denominated in Dollars (in an amount equal to the Dollar Amount of such Foreign Currency) at the end of the Interest Period, as applicable, therefor or (B) prepaid at the end of the applicable Interest Period, as applicable, in full; provided that, if no election is made by the applicable Borrower by the earlier of (x) the date that is three (3) Business Days after receipt by the Company of such notice and (y) the last day of the current Interest Period for the applicable Term Benchmark Loan, such Borrower shall be deemed to have elected clause (A) above.

SECTION 2.09. Termination and Reduction of Commitments. (a) Unless previously terminated, (i) the Term A-1 Loan Commitments shall terminate upon the end of the Term A-1 Loan Availability Period, (ii) the Term A-2 Loan Commitments shall terminate upon the end of the

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Term A-2 Loan Availability Period and ~~(iii)~~ the Revolving Commitments shall terminate on the Revolving Credit Maturity Date.

(b) The Company may at any time terminate, or from time to time reduce, the Revolving Commitments the Term A-1 Loan Commitments and/or the Term A-2 Loan Commitments; provided that (i) each reduction of the Revolving Commitments, the Term A-1 Loan Commitments or the Term A-2 Loan Commitments, as applicable, shall be in an amount that is an integral multiple of (in the case of the Revolving Commitments and the Term A-1 Loan Commitments) \$1,000,000 or (in the case of the Term A-2 Loan Commitments) €1,000,000, and not less than \$(in the case of the Revolving Commitments and the Term A-1 Loan Commitments) \$5,000,000 or (in the case of the Term A-2 Loan Commitments) €5,000,000 and (ii) the Company shall not terminate or reduce the Revolving Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.11, (A) the Dollar Amount of any Lender's Revolving Credit Exposure would exceed its Revolving Commitment or (B) the Dollar Amount of the Total Revolving Credit Exposure would exceed the aggregate Revolving Commitments.

(c) The Company shall notify the Administrative Agent of any election to terminate or reduce the Revolving Commitments, the Term A-1 Loan Commitments or the Term A-2 Loan Commitments under paragraph (b) of this Section at least three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the applicable Class of the contents thereof. Each notice delivered by the Company pursuant to this Section shall be irrevocable; provided that a notice of termination of the Revolving Commitments, the Term A-1 Loan Commitments or the Term A-2 Loan Commitments delivered by the Company may state that such notice is conditioned upon the effectiveness of other credit facilities or one or more other events specified therein, in which case such notice may be revoked by the Company (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Revolving Commitments, the Term A-1 Loan Commitments or the Term A-2 Loan Commitments shall be permanent. Each reduction of the Revolving Commitments, the Term A-1 Loan Commitments or the Term A-2 Loan Commitments shall be made ratably among the applicable Lenders in accordance with their respective Revolving Commitments Term A-1 Loan Commitments or Term A-2 Loan Commitments, as applicable.

#### SECTION 2.10. Repayment and Amortization of Loans: Evidence of Debt

(a) Repayment and Amortization of Loans.

(i) Each Borrower hereby unconditionally promises to pay to the Administrative Agent (A) for the account of each Revolving Lender the then unpaid principal amount of each Revolving Loan made to such Borrower on the Maturity Date in the currency of such Loan, (B) for the account of each Term A-1 Lender the principal amount of each Term A-1 Loan of such Term A-1 Lender made to such Borrower on such dates and in such amounts as provided in Section 2.10(a)(ii) ~~and~~, (C) for the account of each Term A-2 Lender the principal amount of each Term A-2 Loan of such Term A-2 Lender made to such Borrower on such dates and in such amounts as provided in Section 2.10(a)(iii) and (D) to the Swingline Lender the then unpaid principal amount of each Swingline Loan made to such Borrower on the earlier of the Maturity Date and the fifth (5<sup>th</sup>) Business Day (or such longer period as the Swingline Lender may agree in its sole discretion) after such Swingline Loan is made; provided that

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on each date that a Revolving Borrowing is made in any Agreed Currency, the Company shall repay all Swingline Loans then outstanding in the same Agreed Currency and the proceeds of any such Borrowing shall be applied by the Administrative Agent to repay any such Swingline Loans outstanding in the same Agreed Currency.

(ii) The Company shall repay Term A-1 Loans in installments as follows (each such day referred to in the immediately succeeding clauses (x) and (y), a "Term A-1 Loan Installment Date"): (x) on the last day of the first full calendar quarter ending following the Term A-1 Loan Funding Date and on the last day of each of the eleven calendar quarters ending immediately after such first calendar quarter, 1.25% of the aggregate principal amount of the Term A-1 Loans actually funded on the Term A-1 Loan Funding Date (such amount, the "Term A-1 Loan Funded Amount"); and (y) on the last day of the thirteenth calendar quarter ending following the Term A-1 Loan Funding Date and on the last day of each calendar quarter ending after such thirteenth calendar quarter, 1.875% of the Term A-1 Loan Funded Amount (in each of the foregoing cases, as adjusted from time to time pursuant to Section 2.11(a)). To the extent not previously repaid, all unpaid Term A-1 Loans shall be paid in full in Dollars by the Company on the Term A-1 Loan Maturity Date.

(iii) The Swiss Term A-2 Loan Borrower shall repay Term A-2 Loans in installments as follows (each such day referred to in the immediately succeeding clauses (x) and (y), a "Term A-2 Loan Installment Date"): (x) on the last day of the first full calendar quarter ending following the Term A-2 Loan Funding Date and on the last day of each of the seven calendar quarters ending immediately after such first calendar quarter, 1.25% of the aggregate principal amount of the Term A-2 Loans actually funded on the Term A-2 Loan Funding Date (such amount, the "Term A-2 Loan Funded Amount"); and (y) on the last day of the ninth calendar quarter ending following the Term A-2 Loan Funding Date and on the last day of each calendar quarter ending after such ninth calendar quarter, 1.875% of the Term A-2 Loan Funded Amount (in each of the foregoing cases, as adjusted from time to time pursuant to Section 2.11(a) and Section 2.11(d)). To the extent not previously repaid, all unpaid Term A-2 Loans shall be paid in full in euro by the Swiss Term A-2 Loan Borrower on the Term A-2 Loan Maturity Date.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of each Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class, Agreed Currency and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from each Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's

share thereof.

( d ) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the Obligations (including

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without limitation, the obligation of any Borrower to repay the Loans in accordance with the terms of this Agreement.

( e ) Any Lender may request that Loans made by it to any Borrower be evidenced by a promissory note. In such event, the relevant Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender and its registered assigns and in the form attached hereto as Exhibit I-1 or Exhibit I-2 or Exhibit I-3, as applicable. Thereafter, unless otherwise agreed to by the applicable Lender, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form.

#### SECTION 2.11. Prepayment of Loans.

( a ) Any Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, without premium or penalty (but subject to break funding payments required by Section 2.16) subject to prior notice in accordance with the provisions of this Section 2.11(a). The applicable Borrower, or the Company on behalf of the applicable Borrower, shall notify the Administrative Agent (and, in the case of prepayment of a Swingline Loan, the Swingline Lender) in writing of any prepayment hereunder (i) (x) in the case of prepayment of a Term Benchmark Borrowing denominated in Dollars, euro, Japanese Yen or Canadian Dollars, not later than 12:00 noon, New York City time, three (3) Business Days before the date of prepayment and (y) in the case of prepayment of an RFR Borrowing denominated in Pounds Sterling or Swiss Francs, not later than 12:00 noon, New York City time, five (5) RFR Business Days before the date of prepayment, (ii) in the case of prepayment of an ABR Revolving Borrowing, not later than 11:00 a.m., Local Time, on the date of prepayment, or (iii) in the case of prepayment of a Swingline Loan, not later than 12:00 noon, Local Time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.09, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.09. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Revolving Borrowing shall be applied ratably to the Revolving Loans included in the prepaid Revolving Borrowing, each voluntary prepayment of a Term A-1 Loan Borrowing shall be applied ratably to the Term A-1 Loans as directed by the Company and each voluntary prepayment of a Term A-2 Loan Borrowing shall be applied ratably to the Term A-2 Loans as directed by the Company. Prepayments shall be accompanied by (i) accrued interest to the extent required by Section 2.13 and (ii) break funding payments to the extent required pursuant to Section 2.16.

( b ) If (i) at any time, other than as a result of fluctuations in currency exchange rates, the aggregate principal Dollar Amount of the Total Revolving Credit Exposure (calculated, with respect to those Credit Events denominated in Foreign Currencies, as of the most recent Computation Date with respect to each such Credit Event) exceeds the aggregate Revolving Commitments or (ii) at any time determined pursuant to Section 2.04, solely as a result of fluctuations in currency exchange rates, the aggregate principal Dollar Amount of the Total Revolving Credit Exposure (so calculated) exceeds 105% of the aggregate Revolving Commitments, the Company shall in each case immediately repay Revolving Borrowings or cash collateralize LC Exposure in an account with the Administrative Agent pursuant to

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Section 2.06(j), as applicable, in an aggregate principal amount sufficient to cause the aggregate Dollar Amount of the Total Revolving Credit Exposure (so calculated) to be less than or equal to the aggregate Revolving Commitments.

( c ) In the event and on each occasion that any Net Proceeds are received by or on behalf of the Company or any of its Subsidiaries in respect of any Prepayment Event, the Company shall, or shall cause any other Subsidiary to, within ten (10) Business Days after such Net Proceeds are received, prepay the Term A-2 Loans as set forth in Section 2.11(d) below in an aggregate amount equal to 100% of such Net Proceeds; provided that, the Company or any Subsidiary may cause the Net Proceeds from such event (or a portion thereof) to be invested within 365 days after receipt by the Company or any Subsidiary of such Net Proceeds in the business of the Company and/or the other Subsidiaries (including to consummate any acquisition permitted by Section 6.02), in which case no prepayment shall be required pursuant to this paragraph in respect of the Net Proceeds from such event (or such portion of such Net Proceeds so invested); provided further that to the extent of any such Net Proceeds therefrom that have not been invested or committed to be invested by the end of such 365 day period (or invested within 180 days after the end of such 365 day period if committed to be invested by the end of such 365 day period), a prepayment shall be required in an amount equal to such Net Proceeds that have not been so invested at the end of such period; provided, further that the Company and its Subsidiaries shall not be required to make a prepayment pursuant to this Section 2.11(c) in respect of any Prepayment Event during any fiscal year unless and until the aggregate amount of Net Proceeds received as a result of such events during such fiscal year exceeds \$25,000,000.

( d ) All such amounts pursuant to Section 2.11(c) shall be applied to prepay the Term A-2 Loans as directed by the Company (and absent such direction, in direct order of the remaining scheduled payment of the Term A-2 Loans).

( e ) Notwithstanding any other provisions of this Section 2.11, (i) to the extent that all or any portion of the Net Proceeds of any Prepayment Event by a Foreign Subsidiary (a "Foreign Subsidiary Event") are prohibited or delayed by applicable local law from being transferred or distributed outside of the jurisdiction of organization of such Foreign Subsidiary, the portion of such Net Proceeds so affected will not be required to be applied to repay Term Loans at the times provided in Section 2.11(c) but may be retained by the applicable Foreign Subsidiary so long, but only so long, as the applicable local law will not permit such transfer or distribution (the Company and the Borrowers hereby agreeing to cause the applicable Foreign Subsidiary to promptly take all actions reasonably required by the applicable local law (including financial assistance and corporate benefit restrictions and fiduciary and statutory duties of the relevant directors) to permit such transfer or distribution), and once any of such affected Net Proceeds that would otherwise be required to be used to prepay Term Loans pursuant to Section 2.11(c), is permitted under the applicable local law to be so transferred or distributed, such transfer or distribution will be promptly made and such transferred or distributed Net Proceeds will be promptly (and in any event not later than five (5) Business Days after such transfer or distribution) applied (net of additional taxes payable or reserved against as a result thereof) to the repayment of the Term Loans pursuant to Section 2.11(c) and (ii) to the extent that the Company has determined in good faith that the transfer or distribution of all or any portion of the Net Proceeds of any Foreign Subsidiary Event outside of the jurisdiction of the applicable Foreign Subsidiary would have material adverse tax cost consequences to the Company and its Subsidiaries, the portion of such Net Proceeds so

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affected will not be required to be applied to repay Term Loans at the times provided in Section 2.11(c) but may be retained by the applicable Foreign Subsidiary so long, but only so long, as such transfer or distribution would no longer result in such material adverse tax consequences, and once any of such affected Net Proceeds that, in each case, would otherwise be required to be used to prepay Term Loans pursuant to Section 2.11, is able to be so transferred or distributed without material adverse tax cost consequences to the Company and its Subsidiaries, such transfer or distribution will be immediately made and such transferred or distributed Net Proceeds will be promptly (and in any event not later than five (5) Business Days after such transfer or distribution) applied (net of additional taxes payable or reserved against as a result thereof) to the repayment of the Term Loans pursuant to Section 2.11(c).

SECTION 2.12. Fees. (a) The Company agrees to pay to the Administrative Agent for the account of each Revolving Lender a facility fee, which shall accrue at the Applicable Rate in respect of the Facility Fee Rate on the daily amount of the Revolving Commitment of such Lender (whether used or unused) during the period from and including the Effective Date to but excluding the date on which such Revolving Commitment terminates; provided that, if such Lender continues to have any Revolving Credit Exposure after its Revolving Commitment terminates, then such facility fee shall continue to accrue on the daily amount of such Lender's Revolving Credit Exposure from and including the date on which its Revolving Commitment terminates to but excluding the date on which such Lender ceases to have any Revolving Credit Exposure. Facility fees accrued through and including the last day of March, June, September and December of each year shall be payable in arrears on the fifteenth (15<sup>th</sup>) day following such last day and on the date on which the Revolving Commitments terminate, commencing on the first such date to occur after the date hereof; provided that any facility fees accruing after the date on which the Revolving Commitments terminate shall be payable on demand. All facility fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day and the last day of each quarterly period referred to above but excluding the later of (i) the date on which the Revolving Commitments terminate and (ii) with respect to each Lender, if such Lender's Revolving Commitments have terminated but such Lender retains Revolving Credit Exposure, the date on which such Lender ceases to have any Revolving Credit Exposure).

( b ) The Borrowers agree to pay (i) to the Administrative Agent for the account of each Revolving Lender a participation fee with respect to its participations in Standby Letters of Credit, which shall accrue at the same Applicable Rate used to determine the interest rate applicable to Term Benchmark Revolving Loans on the average daily Dollar Amount of such Lender's LC Exposure in respect of Standby Letters of Credit (excluding any portion thereof attributable to unreimbursed LC Disbursements in respect of Standby Letters of Credit) during the period from and including the Effective Date to but excluding the later of the date on which such Revolving Lender's Revolving Commitment terminates and the date on which such Lender ceases to have any LC Exposure in respect of Standby Letters of Credit, (ii) to the Administrative Agent for the account of each Revolving Lender a participation fee with respect to its participations in Commercial Letters of Credit, which shall accrue at the Applicable Rate applicable to Commercial Letters of Credit on the average daily Dollar Amount of such Lender's LC Exposure in respect of Commercial Letters of Credit (excluding any portion thereof attributable to unreimbursed LC Disbursements in respect of Commercial Letters of Credit) during the period from and including the Effective Date to but excluding the later of the date on which such Revolving Lender's Revolving Commitment terminates and the date on which such Lender ceases to have any LC Exposure in respect of Commercial Letters of Credit and (iii) to the relevant Issuing Bank for its own account a fronting fee, which shall accrue at the rate of 0.125% per annum on the average daily Dollar Amount of the LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) attributable to Letters of Credit

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issued by such Issuing Bank during the period from and including the Effective Date to but excluding the later of the date of termination of the Revolving Commitments and the date on which there ceases to be any LC Exposure, as well as such Issuing Bank's standard fees and commissions with respect to the issuance, amendment, cancellation, negotiation, transfer, presentment or extension of any Letter of Credit or processing of drawings thereunder. Unless otherwise specified above, participation fees and fronting fees accrued through and including the last day of March, June, September and December of each year shall be payable on the fifteenth (15<sup>th</sup>) day following such last day, commencing on the first such date to occur after the Effective Date; provided that all such fees shall be payable on the date on which the Revolving Commitments terminate and any such fees accruing after the date on which the Revolving Commitments terminate shall be payable on demand. Any other fees payable to any Issuing Bank pursuant to this paragraph shall be payable within ten (10) days after demand (or such later time specified in any invoice delivered to the Company with respect thereto or otherwise agreed to by the relevant Issuing Bank). All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). Participation fees and fronting fees in respect of Letters of Credit denominated in Dollars shall be paid in Dollars, and participation fees and fronting fees in respect of Letters of Credit denominated in a Foreign Currency shall be paid in such Foreign Currency.

(c)

(i) ~~(e)~~ The Company agrees to pay to the Administrative Agent for the account of each Term A-1 Lender, a ticking fee, which shall accrue at the Applicable Rate in respect of the Ticking Fee Rate on the amount of such Term A-1 Lender's Term A-1 Loan Commitment (as such amount shall be adjusted to give effect to any voluntary reductions of the Term A-1 Loan Commitments in accordance with the terms of Section 2.09(c)), which ticking fee shall accrue during the period commencing on the date that is 61 days after the Effective Date and ending on the earlier of (i) the Term A-1 Loan Funding Date and (ii) the date of the termination the Term A-1 Loan Commitments. Ticking fees payable in respect of the Term A-1 Loan Commitments accrued through and including the last day of March, June, September and December of each year shall be payable in arrears on the fifteenth (15<sup>th</sup>) day following such last day and on the earlier of (i) the Term A-1 Loan Funding Date and (ii) the date of the termination the Term A-1 Loan Commitments.

(ii) The Company agrees to pay to the Administrative Agent for the account of each Term A-2 Lender, a ticking fee, which shall accrue at the Applicable Rate in respect of the Ticking Fee Rate on the amount of such Term A-2 Lender's Term A-2 Loan Commitment (as such amount shall be adjusted to give effect to any voluntary reductions of the Term A-2 Loan Commitments in accordance with the terms of Section 2.09(c)), which ticking fee shall accrue during the period commencing on the date that is 61 days after the Amendment No. 1 Effective Date and ending on the earlier of (i) the Term A-2 Loan Funding Date and (ii) the date of the termination the Term A-2 Loan Commitments. Ticking fees payable in respect of the Term A-2 Loan Commitments accrued through and including the last day of March, June, September and December of each year shall be payable in arrears on the fifteenth (15<sup>th</sup>) day following such last day and on the earlier of (i) the Term A-2 Loan Funding Date and (ii) the date of the termination the Term A-2 Loan Commitments.

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(iii) All ticking fees payable under this Section 2.12(c) shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

( d ) The Company agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Company and the Administrative Agent from time to time.

( e ) All fees payable hereunder shall be paid on the dates due, in Dollars (except as otherwise expressly provided in this Section 2.12) and immediately available funds, to the Administrative Agent (or to each Issuing Bank, in the case of fees payable to it) for distribution, in the case of facility fees, participation fees and

ticking fees, to the applicable Lenders. Fees paid shall not be refundable under any circumstances (except, in the case of demonstrable error in the calculation of such fees, the excess of the fees paid in respect of such erroneous calculation over the correctly calculated amount of such fees). Notwithstanding anything to the contrary herein or in any other Loan Document, each Foreign Subsidiary Borrower shall severally and not jointly pay fees owed by it pursuant to this Section 2.12 and no Foreign Subsidiary Borrower shall be responsible for any other Borrower's failure to pay any fees due hereunder.

SECTION 2.13. **Interest.** (a) (i) The Loans comprising each ABR Borrowing (including each Swingline Loan denominated in Dollars) shall bear interest at the Alternate Base Rate plus the Applicable Rate for ABR Revolving Loans. (ii) Each Euro Swingline Loan shall bear interest at Daily Simple ESTR plus the Applicable Rate for RFR Revolving Loans (iii) Each Canadian Swingline Loan shall bear interest at the Canadian Prime Rate plus the Applicable Rate for Canadian Base Rate Borrowings.

(b) [Intentionally Omitted].

(c) The Loans comprising each Term Benchmark Borrowing shall bear interest at the Adjusted Term SOFR Rate, the Adjusted EURIBO Rate, the Adjusted TIBO Rate or the CDOR Rate, as applicable, for the Interest Period in effect for such Borrowing plus the Applicable Rate for Term Benchmark Revolving Loans.

(d) Each RFR Loan shall bear interest at a rate per annum equal to the applicable Adjusted Daily Simple RFR plus the Applicable Rate.

(e) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by any Borrower hereunder is not paid when due (after the expiration of any applicable grace period set forth in ~~Article VII~~ Section 7.01), whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2% plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or (ii) in the case of any other amount, 2% plus the rate applicable to ABR Loans as provided in paragraph (a) of this Section.

(f) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and, in the case of Revolving Loans, upon termination of the Revolving Commitments; provided that (i) interest accrued pursuant to paragraph (e) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan prior to the end of the Revolving

Credit Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Term Benchmark Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(g) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Daily Simple RFR with respect to Pounds Sterling, the TIBO Rate, the CDOR Rate or the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year). In each case interest shall be payable for the actual number of days elapsed (including the first day but excluding the last day). All interest hereunder on any Loan shall be computed on a daily basis based upon the outstanding principal amount of such Loan as of the applicable date of determination. The applicable Alternate Base Rate, Adjusted Term SOFR Rate, Term SOFR Rate, Adjusted EURIBO Rate, EURIBO Rate, Adjusted TIBO Rate, TIBO Rate, CDOR Rate, Adjusted Daily Simple RFR or Daily Simple RFR shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

(h) For the purposes of the *Interest Act* (Canada) and disclosure thereunder, whenever any interest or any fee to be paid hereunder or in connection herewith by a Canadian Borrower is to be calculated on the basis of a 360-, 365- or 366-day year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360, 365 or 366, as applicable. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement.

(i) If any provision of this Agreement would oblige a Canadian Borrower to make any payment of interest or other amount payable to any Secured Party in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by that Secured Party of "interest" at a "criminal rate" (as such terms are construed under the *Criminal Code* (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by that Secured Party of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows:

(i) first, by reducing the amount or rate of interest; and

(ii) thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid which would constitute interest for purposes of section 347 of the *Criminal Code* (Canada).

(j) With respect to any Swiss Borrower, (i) the interest rates provided for in this Agreement, including this Section 2.13 are minimum interest rates, (ii) when entering into this Agreement, the parties have assumed that the interest payable at the rates set out in this Section or in other Sections of this Agreement is not and will not become subject to the Swiss Federal Withholding Tax, (iii) notwithstanding that the parties do not anticipate that any payment of interest will be subject to the Swiss Federal Withholding Tax, they agree that, in the event that the Swiss Federal Withholding Tax should be imposed on interest payments, the payment of interest due by any Swiss Borrower shall, in line with and subject to Section 2.17 including the limitations therein, be increased to an amount which (after making any deduction of the Non-

Refundable Portion (as defined below) of the Swiss Federal Withholding Tax) results in a payment to each Lender entitled to such payment of an amount equal to the payment which would have been due had no deduction of Swiss Federal Withholding Tax been required, (iv) for this purpose, the Swiss Federal Withholding Tax shall be calculated on the full grossed-up interest amount. For the purposes of this Section, "Non-Refundable Portion" shall mean Swiss Federal Withholding Tax at the standard rate (being, as at the date hereof, 35%) unless a tax ruling issued by the Swiss Federal Tax Administration (SFTA) confirms that, in relation to a specific Lender based on an applicable double tax treaty, the Non-Refundable Portion is a specified lower rate in which case such lower rate shall be applied in relation to such Lender and (v) each Swiss Borrower shall provide to the Administrative Agent the documents required by law or applicable double taxation treaties for the Lenders to claim a refund of any Swiss Federal Withholding Tax so deducted.

(k) Notwithstanding anything to the contrary herein or in any other Loan Document, each Foreign Subsidiary Borrower shall severally and not jointly pay interest on any Loans outstanding to it and no Foreign Subsidiary Borrower shall be responsible for any other Borrower's failure to pay any interest due hereunder.



(l) Interest in respect of Loans denominated in Dollars shall be paid in Dollars, and interest in respect of Loans denominated in a Foreign Currency shall be paid in such Foreign Currency.

SECTION 2.14. Alternate Rate of Interest

(a) Subject to clauses (b), (c), (d), (e) and (f) of this Section 2.14, if:

(i) the Administrative Agent reasonably determines (which determination shall be conclusive and binding absent manifest error) (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Adjusted Term SOFR Rate, the Term SOFR Rate, the Adjusted EURIBO Rate, the EURIBO Rate, the Adjusted TIBO Rate, the TIBO Rate or the CDOR Rate (including because the Relevant Screen Rate is not available or published on a current basis) for the applicable currency and such Interest Period or (B) at any time, that adequate and reasonable means do not exist for ascertaining the applicable Adjusted Daily Simple RFR, Daily Simple RFR or RFR for the applicable Agreed Currency; or

(i i) the Administrative Agent is advised by the Required Lenders that (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, the Adjusted Term SOFR Rate, the Adjusted EURIBO Rate, the Adjusted TIBO Rate or the CDOR Rate for the applicable Agreed Currency and such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for the applicable Agreed Currency and such Interest Period or (B) at any time, the applicable Adjusted Daily Simple RFR for the applicable Agreed Currency will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for the applicable Agreed Currency;

then the Administrative Agent shall give notice thereof to the applicable Borrower and the Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until (x) the Administrative Agent notifies the applicable Borrower and the Lenders that the circumstances giving rise

to such notice no longer exist with respect to the relevant Benchmark and (y) the applicable Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.08 or a new Borrowing Request in accordance with the terms of Section 2.03, (A) for Loans denominated in Dollars, any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Term Benchmark Borrowing and any Borrowing Request that requests a Term Benchmark Borrowing shall instead be deemed to be an Interest Election Request or a Borrowing Request, as applicable, for (x) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not also the subject of Section 2.14(a)(i) or (ii) above or (y) an ABR Borrowing if the Adjusted Daily Simple RFR for Dollar Borrowings also is the subject of Section 2.14(a)(i) or (ii) above, (B) for Loans denominated in Canadian Dollars, any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Term Benchmark Borrowing and any Borrowing Request that requests a Term Benchmark Borrowing shall instead be deemed to be an Interest Election Request or a Borrowing Request, as applicable, for a Loan that bears interest at the Canadian Prime Rate plus the Applicable Rate for Canadian Base Rate Borrowings and (C) for Loans denominated in a Foreign Currency other than Canadian Dollars, any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Term Benchmark Borrowing and any Borrowing Request that requests a Term Benchmark Borrowing or an RFR Borrowing, in each case, for the relevant Benchmark, shall be ineffective; provided that if the circumstances giving rise to such notice affect only one Type of Borrowing, then all other Types of Borrowings shall be permitted. Furthermore, if any Term Benchmark Loan or RFR Loan in any Agreed Currency is outstanding on the date of the applicable Borrower's receipt of the notice from the Administrative Agent referred to in this Section 2.14(a) with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, then until (x) the Administrative Agent notifies the Company and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the applicable Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.08 or a new Borrowing Request in accordance with the terms of Section 2.03, (A) for Loans denominated in Dollars, any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), be converted by the Administrative Agent to, and shall constitute, (x) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not also the subject of Section 2.14(a)(i) or (ii) above or (y) an ABR Loan if the Adjusted Daily Simple RFR for Dollar Borrowings also is the subject of Section 2.14(a)(i) or (ii) above, on such day, (B) for Term Benchmark Loans denominated in Canadian Dollars, on the last day of the Interest Period applicable to such Term Benchmark Loan (or the next succeeding Business Day if such day is not a Business Day) such Term Benchmark Loan shall be converted by the Administrative Agent to, and shall constitute, a Loan that bears interest at the Canadian Prime Rate plus the Applicable Rate for Canadian Base Rate Borrowings and (C) for Loans denominated in a Foreign Currency other than Canadian Dollars, (1) any Term Benchmark Loan shall, on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day) bear interest at the Central Bank Rate for the applicable Foreign Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Foreign Currency cannot be determined, any outstanding affected Term Benchmark Loans denominated in such Foreign Currency shall, at the applicable Borrower's election prior to such day: (A) be prepaid by the applicable Borrower on such day or (B) solely for the purpose of calculating the interest rate applicable to such Term Benchmark Loan, such Term Benchmark Loan denominated in such Foreign Currency shall be deemed to be a Term Benchmark Loan denominated in Dollars and shall accrue interest at the same interest rate applicable to Term Benchmark Loans denominated in Dollars at such time and (2) any RFR Loan shall bear interest at the Central Bank Rate for the applicable Foreign Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Foreign Currency cannot be determined, any

outstanding affected RFR Loans denominated in any Foreign Currency, at the applicable Borrower's election, shall either (A) be converted into ABR Loans denominated in Dollars (in an amount equal to the Dollar Amount of such Foreign Currency) immediately or (B) be prepaid in full immediately.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" with respect to Dollars for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" with respect to any Agreed Currency for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m., New York City time, on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

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

( d ) The Administrative Agent will promptly notify the Company and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.14, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.14.

( e ) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate, the EURIBO Rate, the TIBO Rate or the CDOR Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the

Administrative Agent may modify the definition of “Interest Period” for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Company’s receipt of notice of the commencement of a Benchmark Unavailability Period, the applicable Borrower may revoke any request for a Term Benchmark Borrowing or RFR Borrowing of, conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, either (x) the applicable Borrower will be deemed to have converted any request for a Term Benchmark Borrowing denominated in Dollars into a request for a Borrowing of or conversion to (A) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not the subject of a Benchmark Transition Event or (B) an ABR Borrowing if the Adjusted Daily Simple RFR for Dollar Borrowings is the subject of a Benchmark Transition Event, (y) the applicable Borrower will be deemed to have converted any request for a Term Benchmark Borrowing denominated in Canadian Dollars into a request for a Borrowing of a Loan that bears interest at the Canadian Prime Rate plus the Applicable Rate for Canadian Base Rate Borrowings or (z) any Term Benchmark Borrowing or an RFR Borrowing denominated in a Foreign Currency other than Canadian Dollars shall be ineffective. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, (x) the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR and (y) the component of the Canadian Prime Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Canadian Prime Rate. Furthermore, if any Term Benchmark Loan or RFR Loan in any Agreed Currency is outstanding on the date of the Company’s receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, then until such time as a Benchmark Replacement for such Agreed Currency is implemented pursuant to this Section 2.14, (A) for Loans denominated in Dollars any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), be converted by the Administrative Agent to, and shall constitute, (x) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not the subject of a Benchmark Transition Event or (y) an ABR Loan if the Adjusted Daily Simple RFR for Dollar Borrowings is the subject of a Benchmark Transition Event, on such day, (B) for Loans denominated in Canadian Dollars, on the last day of the Interest Period applicable to such Term Benchmark Loan (or the next succeeding Business Day if such day is not a Business Day) such Term Benchmark Loan shall be converted by the Administrative Agent to, and shall constitute, a Loan that bears interest at the Canadian Prime Rate plus the Applicable Rate for Canadian Base Rate Borrowings and (C) for Loans denominated in a Foreign Currency other than Canadian Dollars, (1) any Term Benchmark Loan shall, on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day) bear interest at the Central Bank Rate for the applicable Foreign Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Foreign Currency cannot be determined, any outstanding affected Term Benchmark Loans denominated in any Foreign Currency shall, at the applicable Borrower’s election prior to such day: (A) be prepaid

by such Borrower on such day or (B) solely for the purpose of calculating the interest rate applicable to such Term Benchmark Loan, such Term Benchmark Loan denominated in any Foreign Currency shall be deemed to be a Term Benchmark Loan denominated in Dollars and shall accrue interest at the same interest rate applicable to Term Benchmark Loans denominated in Dollars at such time and (2) any RFR Loan shall bear interest at the Central Bank Rate for the applicable Foreign Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Foreign Currency cannot be determined, any outstanding affected RFR Loans denominated in any Foreign Currency, at the applicable Borrower’s election, shall either (A) be converted into ABR Loans denominated in Dollars (in an amount equal to the Dollar Amount of such Foreign Currency) immediately or (B) be prepaid in full immediately.

#### SECTION 2.15. Increased Costs. (a) If any Change in Law shall:

( i ) impose, modify or deem applicable any reserve, special deposit, liquidity or similar requirement (including any compulsory loan requirement, insurance charge or other similar assessments) against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted Term SOFR Rate, the Adjusted EURIBO Rate or the Adjusted TIBO Rate, as applicable) or any Issuing Bank;

(ii) impose on any Lender or any Issuing Bank or the London or other applicable offshore interbank market for the applicable Agreed Currency any other condition, cost or expense (other than Taxes or UK Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Recipient to any Taxes or UK Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes, (C) Connection Income Taxes and (D) UK Taxes (i) consisting of a Tax Deduction required by law to be made by a Borrower or (ii) compensated for by Section 2.17A or that would have been compensated for by Section 2.17A but was not compensated for because one of the exclusions in Section 2.17A applied) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, continuing, converting into or maintaining any Loan or of

maintaining its obligation to make any such Loan or to increase the cost to such Lender, such Issuing Bank or such other Recipient of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender, such Issuing Bank or such other Recipient hereunder, whether of principal, interest or otherwise, then the applicable Borrower will pay to such Lender, such Issuing Bank or such other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, such Issuing Bank or such other Recipient, as the case may be, for such additional costs incurred or reduction suffered as reasonably determined by such Lender or such Issuing Bank (which determination shall be made in good faith (and not on an arbitrary or capricious basis) and consistent with similarly situated customers of the applicable Lender or the applicable Issuing Bank under agreements having provisions similar to this Section 2.15 after consideration of such factors as such Lender or such Issuing Bank then reasonably determines to be relevant).

( b ) If any Lender or any Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on

such Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement, the Commitments of 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 Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy and liquidity), then from time to time the applicable Borrower will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered as reasonably determined by such Lender or such Issuing Bank (which determination shall be made in good faith (and not on an arbitrary or capricious basis) and consistent with similarly situated customers of the applicable Lender or the applicable Issuing Bank under agreements having provisions similar to this Section 2.15 after consideration of such factors as such Lender or such Issuing Bank then reasonably determines to be relevant).

( c ) A certificate of a Lender or an Issuing Bank setting forth, in reasonable detail, the basis and calculation of the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Company and shall be conclusive absent manifest error. The Company shall pay, or cause the other Borrowers to pay, such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; provided that the Company shall not be required to compensate a Lender or an Issuing Bank pursuant to this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the Company of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

#### SECTION 2.16. Break Funding Payments.

(a) With respect to Term Benchmark Loans, in the event of (i) the payment of any principal of any Term Benchmark Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or as a result of any prepayment pursuant to Section 2.11), (ii) the conversion of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto, (iii) the failure to borrow, convert, continue or prepay any Term Benchmark Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.11(a) and is revoked in accordance therewith), (iv) the assignment of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Company pursuant to Section 2.19 or 9.02(d) or (v) the failure by any Borrower to make any payment of any Loan or drawing under any Letter of Credit (or interest due thereof) denominated in a Foreign Currency on its scheduled due date or any payment thereof in a different currency, then, in any such event, the Company shall compensate each Lender for the loss, cost and expense attributable to such

event. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section, and setting forth in reasonable detail the calculations used by such Lender to determine such amount or amounts, shall be delivered to the Company and shall be conclusive absent manifest error. The Company shall pay such Lender the amount shown as due on any such certificate within fifteen (15) days after receipt thereof; provided that the Company shall not be required to compensate a Lender pursuant to this Section for any amounts under this Section 2.16 incurred more than 180 days prior to the date that such Lender notifies the Company of such amount and of such Lender's intention to claim compensation therefor.

( b ) With respect to RFR Loans, in the event of (i) the payment of any principal of any RFR Loan other than on the Interest Payment Date applicable thereto (including as a result of an Event of Default or as a result of any prepayment pursuant to Section 2.11), (ii) the failure to borrow or prepay any RFR Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.11(a) and is revoked in accordance therewith), (iii) the assignment of any RFR Loan other than on the Interest Payment Date applicable thereto as a result of a request by the Company pursuant to Section 2.19 or 9.02(d) or (iv) the failure by any Borrower to make any payment of any Loan or drawing under any Letter of Credit (or interest due thereof) denominated in a Foreign Currency on its scheduled due date or any payment thereof in a different currency, then, in any such event, the Company shall compensate each Lender for the loss, cost and expense attributable to such event. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section, and setting forth in reasonable detail the calculations used by such Lender to determine such amount or amounts, shall be delivered to the Company and shall be conclusive absent manifest error. The Company shall pay such Lender the amount shown as due on any such certificate within fifteen (15) days after receipt thereof; provided that the Company shall not be required to compensate a Lender pursuant to this Section for any amounts under this Section 2.16 incurred more than 180 days prior to the date that such Lender notifies the Company of such amount and of such Lender's intention to claim compensation therefor.

SECTION 2.17. Taxes. (a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable 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 Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.17) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

( b ) Payment of Other Taxes by the Borrowers. The relevant Borrower 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, Other Taxes.



Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

( d ) Indemnification by the Loan Parties. Without duplication of Section 2.17(a), the applicable Loan Party shall indemnify each Recipient, within 30 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 and basis for calculating such amount delivered to the applicable Loan Party by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

( e ) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.04(c) 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 set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

( f ) 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 Borrowers and the Administrative Agent, prior to the date on which such Lender becomes a Lender under this Agreement or acquires an interest therein and at the time or times reasonably requested by the Borrowers or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrowers 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 Borrowers or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrowers or the Administrative Agent as will enable the Borrowers or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements for Tax purposes. 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 2.17(f) (ii)(A), (ii)(B) and (ii)(D) below or, for the avoidance of doubt, the UK tax documentation required under Section 2.17A) 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 any Borrower is a U.S. Person:

( A ) any Lender that is a U.S. Person shall deliver to such Borrower and the Administrative Agent (in such number of copies as shall be reasonably requested by the recipient) 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 such Borrower or the Administrative Agent), an executed copy of IRS Form W-9 or successor form certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to such 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 such 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, an executed copy of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) duly 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 such 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) an executed copy of IRS Form W-8BEN or IRS Form W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, an executed copy of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-2 or Exhibit H-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as may be required; 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 such 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 such Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a

reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit such 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 U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to such Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by such 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 such Borrower or the Administrative Agent as may be necessary for such 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 Effective Date.

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

(g) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.17 (including by the payment of additional amounts pursuant to this Section 2.17), 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 2.17 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 (g) (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 (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) 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.

(h) Survival. Each party's obligations under this Section 2.17 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.

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(i) Issuing Bank. For purposes of this Section 2.17, the term "Lender" includes each Issuing Bank.

(j) [Intentionally Omitted].

(k) Compliance with Swiss Non-Bank Rules. Each Lender confirms that it is a Swiss Qualifying Bank or, if not, a single (1) person only for the purpose of the Swiss Non-Bank Rules and any other Person that shall become a Lender or a Participant pursuant to Section 9.04 of this Agreement shall be deemed to have confirmed that it is a Swiss Qualifying Bank or, if not, a single (1) person only for the purpose of Swiss Non-Bank Rules. Each Swiss Borrower may request a Lender to confirm (i) whether or not it is (and each of its Participants are) a Swiss Qualifying Bank or (ii) whether it (or any of its Participants) does count as a single (1) person for purposes of the Swiss Non-Bank Rules, if it reasonably believes that that Lender's status has changed during the term of this Agreement.

(l) Certain FATCA Matters. For purposes of determining withholding Taxes imposed under FATCA, the Borrowers and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) this Agreement and the Loans as not qualifying as "grandfathered obligations" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

#### SECTION 2.17A. UK Tax.

(a) Unless a contrary indication appears, in this Section 2.17A a reference to "determines" or "determined" means a determination made in the absolute discretion of the person making the determination acting reasonably and in good faith.

(b) A Borrower shall make all payments to be made by it under a Loan Document without any Tax Deduction, unless a Tax Deduction is required by law.

(c) A Borrower shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Administrative Agent accordingly. Similarly, a Lender shall notify the Administrative Agent on becoming so aware in respect of a payment payable to that Lender. If the Administrative Agent receives such notification from a Lender it shall promptly notify the relevant Borrower.

(d) If a Tax Deduction is required by law to be made by a Borrower under any Loan Document, the amount of the payment due from such Borrower shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

(e) A Borrower is not required to make an increased payment to a Lender under clause (d) above for a Tax Deduction from a payment of interest on a Loan, if on the date on which the payment falls due:

(i) the payment could have been made to the relevant Lender without a Tax Deduction if such Lender was a Qualifying Lender, but on that date that Lender is not or has ceased to be a Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or any published practice or concession of any relevant taxing authority; or

(ii) the relevant Lender is a Qualifying Lender solely under sub-paragraph (i)(b) of the definition of Qualifying Lender and:

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(A) an officer of H.M. Revenue & Customs has given (and not revoked) a direction (a "Direction") under section 931 of the ITA which relates to that payment and that Lender has received from the Borrower making the payment or the Company a certified copy of that Direction; and

(B) the payment could have been made to the Lender without any Tax Deduction if that Direction had not been made; or

(iii) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (i)(b) of the definition of Qualifying Lender and:

(A) the relevant Lender has not given a Tax Confirmation to the Borrower; and

(B) the payment could have been made to the Lender without any Tax Deduction if the Lender had given a Tax Confirmation to the Borrower, on the basis that the Tax Confirmation would have enabled the Borrower to have formed a reasonable belief that the payment was an "excepted payment" for the purpose of section 930 of the ITA; or

(iv) the relevant Lender is a Treaty Lender and the Borrower making the payment is able to demonstrate that the payment could have been made to the Lender without the Tax Deduction had that Lender complied with its obligations under clauses (h) or (i) below.

(f) If a Borrower is required to make a Tax Deduction, such Borrower shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

(g) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Borrower making that Tax Deduction shall deliver to the Administrative Agent for the Lender entitled to the payment a statement under section 975 of the ITA or other evidence reasonably satisfactory to the Lender that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

(h)(i) Subject to paragraph (ii) below, a Treaty Lender and a Borrower which makes a payment to which that Treaty Lender is entitled shall co-operate in completing any procedural formalities necessary for that Borrower to obtain authorisation to make that payment without a Tax Deduction.

(ii)(A) A Treaty Lender which becomes a party to this Agreement on the day on which this Agreement is entered into that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence by including such details on its signature page to this Agreement; and

(B) a Treaty Lender that becomes a party to this Agreement after the date of this Agreement and that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence in the Assignment and Assumption or Augmenting Lender Supplement,

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and, having done so, that Lender shall be under no obligation pursuant to paragraph (i) above.

(i) If a Lender has confirmed its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (h)(ii) above and:

(A) a Borrower making a payment to that Lender has not made a Borrower DTTP Filing in respect of that Lender; or

(B) a Borrower making a payment to that Lender has made a Borrower DTTP Filing in respect of that Lender but:

a. that Borrower DTTP Filing has been rejected by HM Revenue & Customs; or

b. HM Revenue & Customs has not given the Borrower authority to make payments to that Lender without a Tax Deduction within 40 days of the date of the Borrower DTTP Filing, or has given such authority but such authority has subsequently been revoked, suspended or has expired,

and in each case, the Borrower has notified that Lender in writing, that Lender and the Borrower shall co-operate in completing any additional procedural formalities necessary for that Borrower to obtain authorisation to make that payment without a Tax Deduction.

(j) If a Lender has not confirmed its scheme reference number and jurisdiction of tax residence in accordance with paragraph (h)(ii) above, no Borrower shall make a Borrower DTTP Filing or file any other form relating to the HMRC DT Treaty Passport scheme in respect of that Lender's Commitment(s) or its participation in any Loan unless the Lender otherwise agrees. A Borrower shall, promptly on making a Borrower DTTP Filing, deliver a copy of that Borrower DTTP Filing to the Administrative Agent for delivery to the relevant Lender.

(k) Each Lender which becomes a Party on the Effective Date confirms, for the benefit of the Administrative Agent and without liability to any Borrower, that it is a Treaty Lender. Each Lender which becomes a Party after the Effective Date (each a "New Lender") shall indicate in the Assignment and Assumption or Augmenting Lender Supplement (as the case may be) which it executes on becoming a Party, and for the benefit of the Administrative Agent and without liability to any Borrower, which of the following categories it falls in: (i) not a Qualifying Lender; (ii) a Qualifying Lender (other than a Treaty Lender); or (iii) a Treaty Lender. If a New Lender fails to indicate its status in accordance with this clause 2.17A(k) then such New Lender shall be treated for the purposes of this Agreement (including by each Borrower) as if it is not a Qualifying Lender until such time as it notifies the Administrative Agent which category applies (and the Administrative Agent, upon receipt of such notification, shall inform the Company). For the avoidance of doubt, the Assignment and Assumption or Augmenting Lender Supplement (as the case may be) shall not be invalidated by any failure of a Lender to comply with this clause 2.17A(k).

(l) With respect to a Tax Confirmation:

(i) a UK Non-Bank Lender which becomes a Party on the Effective Date gives a Tax Confirmation to the Company by entering into this Agreement; and

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(ii) a UK Non-Bank Lender shall promptly notify the Company and the Administrative Agent if there is any change in the position from that set out in the Tax Confirmation.

(m) A Borrower shall (within 3 Business Days of demand by the Administrative Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of UK Tax by that Protected Party in respect of any Loan Document.

(n) Clause (m) above shall not apply with respect to any UK Tax assessed on a Protected Party:

(i) under the law of the jurisdiction in which that Protected Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Protected Party is treated as resident or as carrying on a business through a permanent establishment in the United Kingdom to which any right (including sums received or receivable) under a Loan Document is attributable for tax purposes;

(ii) under the law of the jurisdiction in which that Protected Party's lending office is located in respect of amounts received or receivable in that jurisdiction; or

(iii) under the law of any jurisdiction in which that Protected Party carries out a significant people function or a key entrepreneurial risk-taking function in connection with a Loan Document,

if that UK Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Protected Party.

(o) Furthermore, clause (m) above shall not apply to the extent a loss, liability or cost:

(i) is compensated for by an increased payment under clause (d) above;

(ii) would have been compensated for by an increased payment under clause (d) above but was not so compensated solely because one of the exclusions in clause (e) applied; or

(iii) arises from, in respect of or in connection with the UK Bank Levy.

(p) A Protected Party making, or intending to make a claim under clause (m) above shall promptly notify the Administrative Agent of the event which will give, or has given, rise to the claim, following which the Administrative Agent shall notify the Borrowers.

(q) A Protected Party shall, on receiving a payment from a Borrower under clause (m) above, notify the Administrative Agent.

(r) If a Borrower makes a Tax Payment and the relevant Lender determines that:

(i) a Tax Credit is attributable either to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and

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(ii) that Lender has obtained and utilized all or part of that Tax Credit,

the relevant Lender shall pay an amount to that Borrower which that Lender determines will leave it (after that payment) in the same after-tax position as it would have been in had the Tax Payment not been made by that Borrower.

(s) A Borrower shall pay and, within three (3) Business Days of demand, indemnify each Credit Party against any cost, loss or liability that Credit Party incurs in relation to all UK stamp duty, registration and other similar UK Taxes payable in respect of any Loan Document other than where such UK stamp duty, registration or other similar UK Taxes are in relation to an assignment, transfer or novation (or other disposal) by a Credit Party (or any successor thereof) of any right, benefit or obligation under a Loan Document, save to the extent such assignment, transfer or novation (or other disposal) is made pursuant to Section 2.19.

(t) All amounts set out, or expressed to be payable under a Loan Document by any party to a Credit Party which (in whole or part) constitute the consideration for any supply for VAT purposes shall be deemed to be exclusive of any VAT which is chargeable on such supply, and accordingly, subject to clause (u) below, if VAT is or becomes chargeable on any supply made by any Credit Party to any party under a Loan Document (not being VAT for which the recipient of the supply is required to account to the relevant taxing authority), that party must pay to the Credit Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of such VAT (and such Credit Party shall promptly provide an appropriate VAT invoice to that party).

(u) If VAT is or becomes chargeable on any supply made by any Credit Party (the "Supplier") to any other Credit Party (the "Recipient") under a Loan Document, and any party other than the Recipient (the "Relevant Party") is required by the terms of any Loan Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration (i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT and the Recipient must (where this paragraph (i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply and (ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

(v) Where a Loan Document requires any Party to reimburse or indemnify a Credit Party for any cost or expense, that Party shall at the same time reimburse or indemnify (as the case may be) such Credit Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Credit Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

(w) Any reference in this Section 2.17A to any Party shall, at any time when such Person is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term "representative member" to have the same meaning as in the Value Added Tax Act 1994 or such similar or equivalent concept or entity as may be provided under similar or equivalent legislation in any jurisdiction other than the United Kingdom).

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(x) In relation to any supply made by a Credit Party to any Party under a Loan Document, if reasonably requested by such Credit Party, that Party must promptly provide such Credit Party with details of that Party's VAT registration and such other information as is reasonably requested in connection with such Credit Party's VAT reporting requirements in relation to such supply.

(a) Each Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.15, 2.16, 2.17 or 2.17A, or otherwise) prior to (i) in the case of payments denominated in Dollars, 12:00 noon, New York City time and (ii) in the case of payments denominated in a Foreign Currency, at the Applicable Time specified by the Administrative Agent, in the city of the Administrative Agent's Applicable Payment Office for such currency, in each case on the date when due, in immediately available funds, without set-off, recoupment or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made (i) in the same currency in which the applicable Credit Event was made (or where such currency has been converted to euro, in euro) and (ii) to the Administrative Agent at its offices at 10 South Dearborn Street, Chicago, Illinois 60603 or, in the case of a Credit Event denominated in a Foreign Currency, the Administrative Agent's Applicable Payment Office for such currency, except payments to be made directly to any Issuing Bank or the Swingline Lender as expressly provided herein and except that payments pursuant to Sections 2.15, 2.16, 2.17, 2.17A and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments denominated in the same currency received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. Notwithstanding the foregoing provisions of this Section, if, after the making of any Credit Event in any Foreign Currency, currency control or exchange regulations are imposed in the country which issues such currency with the result that the type of currency in which the Credit Event was made (the "Original Currency") no longer exists or any Borrower is not able to make payment to the Administrative Agent for the account of the Lenders in such Original Currency, then all payments to be made by such Borrower hereunder in such currency shall instead be made when due in Dollars in an amount equal to the Dollar Amount (as of the date of repayment) of such payment due, it being the intention of the parties hereto that the Borrowers take all risks of the imposition of any such currency control or exchange regulations.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) [Intentionally Omitted].

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(d) If, except as otherwise expressly provided herein, any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements or Swingline Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements and Swingline Loans and accrued interest thereon than the proportion received by any other similarly situated Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements and Swingline Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by all such Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in LC Disbursements and Swingline Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by any Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements and Swingline Loans to any assignee or participant, other than to the Company or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation.

(e) Unless the Administrative Agent shall have received notice from the relevant Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing Banks hereunder that such Borrower will not make such payment, the Administrative Agent may assume that such Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the relevant Lenders or the Issuing Banks, as the case may be, the amount due. In such event, if such Borrower has not in fact made such payment, then each of the relevant Lenders or each of the Issuing Banks, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such Issuing Bank 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 applicable Overnight Rate.

(f) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.05(c), 2.06(d) or (e), 2.07(b), 2.18(e) or 9.03(c), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender and for the benefit of the Administrative Agent, the Swingline Lender or the Issuing Banks to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid and/or (ii) hold any such amounts in a segregated account as cash collateral for, and application to, any future funding obligations of such Lender under such Sections; in the case of each of (i) and (ii) above, in any order as determined by the Administrative Agent in its discretion.

**SECTION 2.19. Mitigation Obligations; Replacement of Lenders.** (a) If any Lender requests compensation under Section 2.15, or if any 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 2.17 or 2.17A, then such Lender shall (at the request of the Company) use reasonable

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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 good faith judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.15, 2.17 or 2.17A, 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 Company hereby agrees to pay all reasonable out-of-pocket costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If (i) any Lender requests compensation under Section 2.15, (ii) any 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 2.17 or 2.17A, and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with Section 2.19(a) or (iii) any Lender becomes a Defaulting Lender, then the Company 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 Section 9.04), all its interests, rights (other than its existing rights to payments pursuant to Section 2.15, 2.17 or 2.17A) and obligations under the Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Company shall have received the prior written consent of the Administrative Agent (and if a Revolving Commitment is being assigned, the Issuing Banks and the Swingline Lender), which consent shall not unreasonably be withheld, conditioned or delayed, (ii) such Lender shall have received payment of an amount equal to the



outstanding principal of its Loans and participations in LC Disbursements and Swingline Loans, and subject to Section 2.24, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Company (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17 or 2.17A, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Company to require such assignment and delegation cease to apply. Each party hereto agrees that (i) an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Company, the Administrative Agent and the assignee (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and such parties are participants), and (ii) 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.

SECTION 2.20. Expansion Option. The Company may, on behalf of itself and/or one or more other Borrower, from time to time elect to increase the Revolving Commitments or enter into one or more tranches of term loans (each an “Incremental Term Loan”), in each case in minimum increments of \$10,000,000 so long as, after giving effect thereto, the aggregate amount of such increases and all such Incremental Term Loans does not exceed \$600,000,000. The Company may arrange for any such increase or tranche to be provided by one or more Lenders (each Lender so agreeing to an increase in its Revolving Commitment, or to participate in such Incremental Term Loans, an “Increasing Lender”), or by one or more new banks, financial institutions or other entities (each such new bank, financial institution or other entity, an “Augmenting Lender”; provided that no Ineligible Institution may be an Augmenting Lender), which agree to increase their existing Revolving Commitments, or to participate in such Incremental Term Loans, or provide new Revolving Commitments, as the case may be; provided that (i) each Augmenting Lender, shall be subject to the approval of the Company and the Administrative

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Agent (such approval not to be unreasonably withheld, delayed or conditioned) and (ii) (x) in the case of an Increasing Lender, the Company and such Increasing Lender execute an agreement substantially in the form of Exhibit C hereto, and (y) in the case of an Augmenting Lender, the Company and such Augmenting Lender execute an agreement substantially in the form of Exhibit D hereto. No consent of any Lender (other than the Lenders participating in the increase or any Incremental Term Loan) shall be required for any increase in Revolving Commitments or Incremental Term Loan pursuant to this Section 2.20. Increases and new Revolving Commitments and Incremental Term Loans created pursuant to this Section 2.20 shall become effective on the date agreed by the Company, the Administrative Agent and the relevant Increasing Lenders or Augmenting Lenders, and the Administrative Agent shall notify each Lender thereof. Notwithstanding the foregoing, no increase in the Revolving Commitments (or in the Revolving Commitment of any Lender) or tranche of Incremental Term Loans shall become effective under this paragraph unless, (i) on the proposed date of the effectiveness of such increase or Incremental Term Loans, (A) the conditions set forth in paragraphs (a) and (b) of Section 4.02 shall be satisfied or waived by the Required Lenders and the Administrative Agent shall have received a certificate to that effect dated such date and executed by a Financial Officer of the Company and (B) the Company shall be in compliance (with Indebtedness calculated on a pro forma basis) with the covenants set forth in Section 6.10 (based on the financial statements of the Company) as of the last day of the most recently ended fiscal quarter after giving effect to such increase or Incremental Term Loans and (ii) the Administrative Agent shall have received documents of the same type, to the extent applicable, as those delivered on the Effective Date as to the organizational power and authority of the Borrowers to borrow hereunder after giving effect to such increase or Incremental Term Loan; provided that, with respect to any Incremental Term Loans incurred for the primary purpose of financing a Limited Conditionality Acquisition (“Acquisition-Related Incremental Term Loans”), (x) clause (i)(A) of this sentence shall be deemed to have been satisfied so long as (1) as of the date of execution of the related Limited Conditionality Acquisition Agreement by the parties thereto, no Default shall have occurred and be continuing or would result from entry into such Limited Conditionality Acquisition Agreement, (2) as of the date of the borrowing of such Acquisition-Related Incremental Term Loans, no Event of Default under ~~clause Section 7.01~~ (a), (b), (h) or (i) ~~of Article VII~~ is in existence immediately before or after giving effect (including on a pro forma basis) to such borrowing and to any concurrent transactions and any substantially concurrent use of proceeds thereof, (3) the representations and warranties set forth in Article III shall be true and correct in all material respects as of the date of execution of the applicable Limited Conditionality Acquisition Agreement by the parties thereto, except to the extent any such representations or warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such specified earlier date (provided that no materiality qualifier set forth in this subclause (3) shall be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) and (4) as of the date of the borrowing of such Acquisition-Related Incremental Term Loans, customary “Sungard” representations and warranties (with such representations and warranties to be reasonably determined by the Lenders providing such Acquisition-Related Incremental Term Loans) shall be true and correct in all material respects immediately before and after giving effect to the incurrence of such Acquisition-Related Incremental Term Loans, except to the extent any such representations or warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such specified earlier date (provided that no materiality qualifier set forth in this subclause (4) shall be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) and (y) clause (i)(B) of this sentence shall be deemed to have been satisfied so long as the Company shall be in compliance (on a pro forma basis) with the covenants contained in Section 6.10 as of the date of execution of the related Limited Conditionality Acquisition Agreement by the parties thereto. On the effective date of any increase in the Revolving Commitments or any Incremental Term Loans being made, (i) each relevant Increasing Lender and Augmenting Lender shall make available to the Administrative Agent such amounts in immediately available funds as the Administrative Agent shall determine, for the benefit of the other Lenders, as being

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required in order to cause, after giving effect to such increase and the use of such amounts to make payments to such other Lenders, each Lender’s portion of the outstanding Revolving Loans of all the Lenders to equal its Applicable Percentage of such outstanding Revolving Loans, and (ii) except in the case of any Incremental Term Loans, the Borrowers shall be deemed to have repaid and reborrowed all outstanding Revolving Loans as of the date of any increase in the Revolving Commitments (with such reborrowing to consist of the Types of Revolving Loans, with related Interest Periods if applicable, specified in a notice delivered by the applicable Borrower, or the Company on behalf of the applicable Borrower, in accordance with the requirements of Section 2.03). The deemed payments made pursuant to clause (ii) of the immediately preceding sentence shall be accompanied by payment of all accrued interest on the amount prepaid and, in respect of each Term Benchmark Loan, shall be subject to indemnification by the Borrowers pursuant to the provisions of Section 2.16 if the deemed payment occurs other than on the last day of the related Interest Periods. The Incremental Term Loans (a) shall rank pari passu in right of payment with the Revolving Loans and the Term Loans, (b) shall not mature earlier than the Revolving Credit Maturity Date, the Term A-1 Loan Maturity Date or the Term A-2 Loan Maturity Date (but may have amortization and mandatory prepayments prior to such date) and (c) shall be treated substantially the same (as reasonably determined by the Company and the Administrative Agent) as (and in any event no more favorably than) the Revolving Loans and the Term Loans; provided that (i) the terms and conditions applicable to any tranche of Incremental Term Loans maturing after the Revolving Credit Maturity Date the Term A-1 Loan Maturity Date and the Term A-2 Loan Maturity Date may provide for material additional or different financial or other covenants or prepayment requirements applicable only during periods after the Revolving Credit Maturity Date ~~and~~ the Term A-1 Loan Maturity Date and the Term A-2 Loan Maturity Date and (ii) the Incremental Term Loans may have different pricing and economics (including, without limitation, with respect to upfront fees, original issue discount, premiums, and interest rate) than the Revolving Loans and the Term Loans. Incremental Term Loans may be made hereunder pursuant to an amendment or restatement (an “Incremental Term Loan Amendment”) of this Agreement and, as appropriate, the other Loan Documents, executed by the Borrowers, each Increasing Lender participating in such tranche, each Augmenting Lender participating in such tranche, if any, and the Administrative Agent. The Incremental Term Loan 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 2.20. Nothing contained in this Section 2.20 shall constitute, or otherwise be deemed to be, a commitment on the part of any Lender to increase its Revolving Commitment hereunder, or provide Incremental Term Loans, at any time. This Section shall supersede any provisions in Section 2.18 or Section 9.02 to the contrary.

SECTION 2.21. [Intentionally Omitted].

SECTION 2.22. Judgment Currency. If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from any Borrower hereunder in the currency expressed to be payable herein (the “specified currency”) into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the specified currency with such other currency at the Administrative Agent’s main New York City office on the Business Day preceding that on which final, non-appealable judgment is given. The obligations of each Borrower in respect of any sum due to any Lender or the Administrative Agent hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by such Lender or the Administrative Agent (as the case may be) of any sum adjudged to be so due in such other currency such Lender or the Administrative Agent (as the case may be) may in accordance with normal, reasonable banking procedures purchase the specified currency with such other currency. If the amount of the specified currency so purchased is less than the sum originally due to such Lender or the Administrative Agent, as the case may be, in the specified currency,

each Borrower agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify such Lender or the Administrative Agent, as the case may be, against such loss, and if the amount of the specified currency so purchased exceeds (a) the sum originally due to any Lender or the Administrative Agent, as the case may be, in the specified currency and (b) any amounts shared with other Lenders as a result of allocations of such excess as a disproportionate payment to such Lender under Section 2.18, such Lender or the Administrative Agent, as the case may be, agrees to remit such excess to such Borrower.

SECTION 2.23. Designation of Subsidiary Borrowers. On the Effective Date, and subject to the satisfaction of the applicable conditions in Article IV hereto, the Initial Subsidiary Borrowers have become Subsidiary Borrowers party to this Agreement until the Company shall have executed and delivered to the Administrative Agent a Borrowing Subsidiary Termination with respect to any such Subsidiary, whereupon such Subsidiary shall cease to be a Subsidiary Borrower and a party to this Agreement. After the Effective Date, the Company may at any time and from time to time designate any Eligible Subsidiary as a Subsidiary Borrower by delivery to the Administrative Agent of a Borrowing Subsidiary Agreement executed by such Subsidiary and the Company and the satisfaction of the other conditions precedent set forth in Section 4.03, and upon such delivery and satisfaction such Subsidiary shall for all purposes of this Agreement be a Subsidiary Borrower and a party to this Agreement. Each Subsidiary Borrower shall remain a Subsidiary Borrower until the Company shall have executed and delivered to the Administrative Agent a Borrowing Subsidiary Termination with respect to such Subsidiary, whereupon such Subsidiary shall cease to be a Subsidiary Borrower and a party to this Agreement. Notwithstanding the preceding sentences, no Borrowing Subsidiary Termination will become effective as to any Subsidiary Borrower at a time when any principal of or interest on any Loan to such Borrower shall be outstanding hereunder, provided that such Borrowing Subsidiary Termination shall be effective to terminate the right of such Subsidiary Borrower to make further Borrowings under this Agreement. As soon as practicable upon receipt of a Borrowing Subsidiary Agreement, the Administrative Agent shall furnish a copy thereof to each Lender.

SECTION 2.24. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the Commitment of such Defaulting Lender pursuant to Section 2.12(a) and Section 2.12(c);

(b) the Commitment and Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders, the Required Revolving Lenders or the Required Term Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 9.02); provided, that this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification pursuant to clauses (i), (ii), (iii), (iv), (v), and (vi) of the proviso in Section 9.02(b);

(c) if any Swingline Exposure or LC Exposure exists at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the Swingline Exposure and LC Exposure of such Defaulting Lender that is a Revolving Lender (other than, in the case of a Defaulting Lender that is a Swingline Lender, the portion of such Swingline Exposure referred to in clause (b) of the definition of such term) shall be reallocated among the non-Defaulting Lenders that are Revolving Lenders in accordance with their respective Applicable

Percentages but only to the extent (x) that such reallocation does not, as to any non-Defaulting Lender that is a Revolving Lender, cause such non-Defaulting Lender’s Revolving Credit Exposure to exceed its Revolving Commitment and (y) no Event of Default has occurred and is then continuing;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Company shall within one (1) Business Day following notice by the Administrative Agent (x) first, prepay such Swingline Exposure and (y) second, cash collateralize for the benefit of each Issuing Bank only the Borrowers’ obligations corresponding to such Defaulting Lender’s LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.06(j) for so long as such LC Exposure is outstanding;

(iii) if the Company cash collateralizes any portion of such Defaulting Lender’s LC Exposure pursuant to clause (ii) above, the Borrowers shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.12(b) with respect to such Defaulting Lender’s LC Exposure during the period such Defaulting Lender’s LC Exposure is cash collateralized;

(iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 2.12(b) shall be adjusted in accordance with such non-Defaulting Lenders’ Applicable Percentages; and

(v) if all or any portion of such Defaulting Lender’s LC Exposure is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of the relevant Issuing Bank or any other Lender hereunder, all facility fees that otherwise would have been payable to such Defaulting Lender (solely with respect to the portion of such Defaulting Lender’s Revolving Commitment that was utilized by such LC Exposure) and letter of credit fees payable under Section 2.12(b) with respect to such Defaulting Lender’s LC Exposure shall be payable to such Issuing Bank until and to the extent that such LC Exposure is reallocated and/or cash collateralized; and

(d) so long as a Revolving Lender is a Defaulting Lender, the Swingline Lender shall not be required to fund any Swingline Loan and the relevant Issuing Bank shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure and the Defaulting Lender’s then outstanding LC Exposure will be 100% covered by the Revolving Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Company in accordance with Section 2.24(c), and Swingline Exposure related to any such newly made Swingline Loan or any LC Exposure related to any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.24(c)(i) (and such Defaulting Lender shall not participate therein).

If (i) a Bankruptcy Event or a Bail-In Action with respect to a Lender Parent shall occur following the Effective Date and for so long as such event shall continue or



(ii) the Swingline Lender or any Issuing Bank has a good faith belief that any Revolving Lender has defaulted in fulfilling its funding obligations under one or more other agreements in which such Revolving Lender commits to extend credit, the Swingline Lender shall not be required to fund any Swingline Loan and no Issuing Bank shall be required to issue, amend or increase any Letter of Credit, unless the Swingline Lender or the relevant Issuing Bank, as the case may be, shall have entered into arrangements with the Company or such

Revolving Lender, reasonably satisfactory to the Swingline Lender or such Issuing Bank, as the case may be, to defease any risk to it in respect of such Revolving Lender hereunder.

In the event that the Administrative Agent, the Company, the Swingline Lender and each Issuing Bank each agrees that a Defaulting Lender that is a Revolving Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Exposure and LC Exposure of the Revolving Lenders shall be readjusted to reflect the inclusion of such Lender's Revolving Commitment and on such date such Lender shall purchase at par such of the Loans of the other Revolving Lenders (other than Swingline Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage, 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 any Borrower while that Lender was a Defaulting Lender; provided, further, that, except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

#### SECTION 2.25. Extension of Maturity Date.

(a) Requests for Extension. The Company may, by notice to the Administrative Agent (who shall promptly notify the applicable Class of Lenders) not earlier than 120 days and not later than 30 days prior to each anniversary of the date of this Agreement (each such date, an "Extension Date"), request that each applicable Lender extend such Lender's Revolving Credit Maturity Date, Term A-1 Loan Maturity Date or Term A-2 Loan Maturity Date, as the case may be (the "Applicable Maturity Date") to the date that is one year after the Applicable Maturity Date then in effect with respect to such Class for such Lender (such date that is one year after such Applicable Maturity Date, the "Extended Maturity Date").

(b) Lender Elections to Extend. Each Lender of the applicable Class, acting in its sole and individual discretion, shall, by notice to the Administrative Agent given not later than the date that is 20 days after the date on which the Administrative Agent received the Company's extension request (the "Lender Notice Date"), advise the Administrative Agent whether or not such Lender agrees to such extension (each Lender of the applicable Class that determines to so extend its Applicable Maturity Date, an "Extending Lender"). Each Lender of the applicable Class that determines not to so extend its Applicable Maturity Date (a "Non-Extending Lender") shall notify the Administrative Agent of such fact promptly after such determination (but in any event no later than the Lender Notice Date), and any Lender of the applicable Class that does not so advise the Administrative Agent on or before the Lender Notice Date shall be deemed to be a Non-Extending Lender. The election of any Lender to agree to such extension shall not obligate any other Lender to so agree, and it is understood and agreed that no Lender shall have any obligation whatsoever to agree to any request made by the Company for extension of the Applicable Maturity Date.

(c) Notification by Administrative Agent. The Administrative Agent shall notify the Company of each applicable Lender's determination under this Section no later than the date that is 15 days prior to the applicable Extension Date (or, if such date is not a Business Day, on the next preceding Business Day).

(d) Additional Commitment Lenders. The Company shall have the right, but shall not be obligated, on or before the Applicable Maturity Date for any Non-Extending Lender to replace such Non-Extending Lender with, and add as a "Revolving Lender" (in the case of any extension of the Revolving Credit Maturity Date) ~~or~~ as a "Term A-1 Lender" (in the case of any

extension of the Term A-1 Loan Maturity Date) or as a "Term A-2 Lender" (in the case of any extension of the Term A-2 Loan Maturity Date) under this Agreement in place thereof, one or more financial institutions that are not Ineligible Institutions (each, an "Additional Commitment Lender") approved by the Administrative Agent in accordance with the procedures provided in Section 2.19(b), each of which Additional Commitment Lenders shall have entered into an Assignment and Assumption (in accordance with and subject to the restrictions contained in Section 9.04, with the Company or replacement Lender obligated to pay any applicable processing or recordation fee) with such Non-Extending Lender, pursuant to which such Additional Commitment Lenders shall, effective on or before the Applicable Maturity Date for such Non-Extending Lender, assume a Revolving Commitment, Term A-1 Loans and/or Term A-2 Loans, as applicable (and, if any such Additional Commitment Lender is already a Lender of the applicable Class, its Revolving Commitment and/or Term A-1 Loans and/or Term A-2 Loans, as applicable, so assumed shall be in addition to such Lender's Revolving Commitment, Term A-1 Loans and/or Term A-2 Loans. Prior to any Non-Extending Lender being replaced by one or more Additional Commitment Lenders pursuant hereto, such Non-Extending Lender may elect, in its sole discretion, by giving irrevocable notice thereof to the Administrative Agent and the Company (which notice shall set forth such Lender's new Applicable Maturity Date), to become an Extending Lender. The Administrative Agent may effect such amendments to this Agreement as are reasonably necessary to provide for any such extensions with the consent of the Company but without the consent of any other Lenders.

(e) Conditions to Effectiveness of Extension. Notwithstanding the foregoing, (x) no more than two (2) extensions of the Maturity Date shall be permitted hereunder and (y) any extension of any Maturity Date pursuant to this Section 2.25 shall not be effective with respect to any Lender unless:

(i) no Default or Event of Default shall have occurred and be continuing on the applicable Extension Date and immediately after giving effect thereto;

(ii) the representations and warranties of the Company set forth in this Agreement are true and correct in all material respects (or in all respects if such representation is qualified by materiality or Material Adverse Effect) on and as of the applicable Extension Date and after giving effect thereto, as though made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date); and

(iii) the Administrative Agent shall have received a certificate from the Company signed by a Financial Officer of the Company certifying the accuracy of the foregoing clauses (i) and (ii).

(f) Maturity Date for Non-Extending Lenders. On the Applicable Maturity Date of each Non-Extending Lender, (i) to the extent of the Revolving Commitments, Term A-1 Loans and Term A-2 Loans of each Non-Extending Lender of the relevant Class not assigned to the Additional Commitment Lenders of such Class, the Revolving Commitment of each Non-Extending Lender of such Class shall automatically terminate and (ii) the Company shall repay such Non-Extending Lender of such Class in accordance with Section 2.10 (and shall pay to such Non-Extending Lender all of the other Obligations owing to it under this Agreement) and after giving effect thereto shall prepay any Loans of the applicable Class outstanding on such date (and pay any additional amounts required pursuant to Section 2.16) to the extent necessary to keep outstanding Loans of the applicable Class ratable with any revised Applicable Percentages of the respective Lenders of such Class effective

shall administer any necessary reallocation of the applicable Credit Exposures (without regard to any minimum borrowing, pro rata borrowing and/or pro rata payment requirements contained elsewhere in this Agreement).

- (g) Conflicting Provisions. This Section shall supersede any provisions in Section 2.18 or Section 9.02 to the contrary.

### ARTICLE III

#### Representations and Warranties

Each Borrower for itself, and the Company on behalf of itself and its Subsidiaries, represents and warrants to the Lenders that:

SECTION 3.01. Organization; Powers; Subsidiaries. Each of the Loan Parties is duly organized, validly existing and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing (to the extent such concept is applicable) in, every jurisdiction where such qualification is required. Schedule 3.01 hereto identifies each Subsidiary as of the Effective Date, noting whether such Subsidiary is a Material Domestic Subsidiary as of the Effective Date, the jurisdiction of its incorporation or organization, as the case may be, the percentage of issued and outstanding shares of each class of its capital stock or other equity interests owned by the Company and the other Subsidiaries and, if such percentage is not 100% (excluding (i) directors' qualifying shares and (ii) shares issued to foreign nationals to the extent required by applicable law), a description of each class issued and outstanding.

SECTION 3.02. Authorization; Enforceability. The Transactions are within each Loan Party's organizational powers and have been duly authorized by all necessary organizational actions and, if required, actions by equity holders. The Loan Documents to which each Loan Party is a party have been duly executed and delivered by such Loan Party and constitute a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03. Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect, (b) will not violate the charter, by-laws or other organizational documents of the Loan Parties, (c) will not violate any applicable material law or regulation or any order of any Governmental Authority, (d) will not violate or result in a default under any indenture, agreement or other instrument binding upon the Company or any of its Subsidiaries or its assets, or give rise to a right thereunder to require any payment to be made by the Company or any of its Subsidiaries, except for any such violation or right which, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, and (e) will not result in the creation or imposition of any Lien on any asset of the Company or any of its Subsidiaries, other than Liens created under the Loan Documents.

SECTION 3.04. Financial Condition; No Material Adverse Change. (a) The Company has heretofore furnished to the Lenders its consolidated balance sheet and statements of income, stockholders equity and cash flows (i) as of and for the fiscal year ended September 30, 2021 reported on

by Ernst & Young LLP, independent public accountants, and (ii) as of and for the fiscal quarter and the portion of the fiscal year ended December 31, 2021 and March 31, 2022. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Company and its consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) above.

- (b) Since September 30, 2021, there has been no material adverse change in the business, operations or financial condition of the Company and its Subsidiaries, taken as a whole.

SECTION 3.05. Properties. (a) Each of the Loan Parties has good title to, or valid leasehold interests in, all its real and personal property material to its business, except to the extent any failure to have such title or leasehold interest would not reasonably be expected to have a Material Adverse Effect.

- (b) Each of the Loan Parties owns, or is licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual property material to its business, and the use thereof by the Company and its Subsidiaries does not infringe upon the rights of any other Person, except for any ownership or license issues or infringements that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.06. Litigation, Environmental and Labor Matters. (a) There are no actions, suits, proceedings or investigations by or before any arbitrator or Governmental Authority pending against or, to the knowledge of any Borrower, threatened against or affecting the Company or any of its Subsidiaries (i) that would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) purports to affect the legality, validity or enforceability of this Agreement or the Transactions.

- (b) Except with respect to any other matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, neither the Company nor any of its Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) is party to any administrative or judicial proceeding relating to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any facts or conditions that are reasonably expected to give rise to any Environmental Liability.

#### SECTION 3.07. Compliance with Laws.

- (a) Each of the Company and its Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

- (b) Each Swiss Borrower is compliant with the Swiss Non-Bank Rules; provided, however, that a Swiss Borrower shall not be in breach of this Section 3.07(b) if such number of creditors (which are not Swiss Qualifying Banks) is exceeded solely by reason of a breach by one or more Lenders of a confirmation contained in Section 2.17(k) or a failure by one or more Lenders to comply with their obligations and transfer restrictions in Section 9.04.

(c) For the purposes of paragraph (b) above, the Swiss Borrowers shall assume that the aggregate number of Lenders which are not Swiss Qualifying Banks is 10 (ten).

SECTION 3.08. Investment Company Status. Neither the Company nor any of its Subsidiaries is an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940.

SECTION 3.09. Taxes. Each of the Company and its Subsidiaries has timely filed or caused to be filed all Tax and UK Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes and UK Taxes required to have been paid by it, except (a) Taxes or UK Taxes that are being contested in good faith by appropriate proceedings and for which the Company or such Subsidiary, as applicable, has set aside on its books adequate reserves or (b) to the extent that the failure to do so would not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.10. ERISA. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect.

SECTION 3.11. Disclosure. All written information, including the information set forth in the Information Memorandum (when prepared), other than any projections and information of a general economic or general industry nature furnished by or on behalf of the Company or any Subsidiary to the Administrative Agent or any Lender pursuant to or in connection with this Agreement or any other Loan Document, taken as a whole, together with and as modified by any publicly filed information and all other written information so delivered on or prior to any date of determination does not (when furnished) contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made; provided that, with respect to forecasts or projections, the Company represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time prepared (it being understood by the Administrative Agent and the Lenders that any such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond the control of the Company or its Subsidiaries, that no assurances can be given that such projections will be realized and that actual results may differ materially from such projections). As of the Effective Date, to the best knowledge of the Company, the information included in the Beneficial Ownership Certification (if any) provided on or about the Effective Date to any Lender in connection with this Agreement is true and correct in all respects.

SECTION 3.12. Federal Reserve Regulations. No part of the proceeds of any Loan have been used or will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

SECTION 3.13. No Default. No Default or Event of Default has occurred and is continuing.

SECTION 3.14. Anti-Corruption Laws and Sanctions. The Company has implemented and maintains in effect policies and procedures reasonably designed to promote compliance in all material respects by the Company, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Company, its Subsidiaries and their respective officers and employees and to the knowledge of the Company its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Company, any Subsidiary or to the knowledge of the Company any of their respective directors, officers or employees, or (b) to the knowledge of the Company, any agent of the Company or any Subsidiary that

will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrower or any Subsidiary will use any Borrowing or Letter of Credit in violation in any material respect of any Anti-Corruption Law or in violation in any respect of applicable Sanctions. The representations and warranties given in this Section 3.14 shall not be given (i) by any Loan Party or (ii) to any Lender to the extent that any such representation and warranty would result in any violation of, conflict with or liability under EU Regulation (EC) 2271/96, section 7 of the German Foreign Trade Ordinance (*Außenwirtschaftsverordnung*) or a similar anti-boycott statute.

SECTION 3.15. Affected Financial Institutions. No Borrower is an Affected Financial Institution.

## ARTICLE IV

### Conditions

SECTION 4.01. Effective Date. The effectiveness of the amendment and restatement of the Existing Credit Agreement in the form of this Agreement, and the obligations of the Lenders to make Loans (other than the Term Loans) and of the Issuing Banks to issue Letters of Credit hereunder, shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) The Administrative Agent (or its counsel) shall have received (i) from each party hereto a counterpart of this Agreement signed on behalf of such party (which, subject to Section 9.06, may include any Electronic Signatures transmitted by telecopy, emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page) and (ii) duly executed copies of the other Loan Documents and such other customary closing documents and certificates as the Administrative Agent shall reasonably request in connection with the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel and as further described in the list of closing documents attached as Exhibit E.

(b) The Administrative Agent shall have received a favorable written opinion (addressed to the Administrative Agent and the Lenders and dated the Effective Date) (i) of Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Loan Parties, (ii) of Ice Miller LLP, special Indiana counsel for the Loan Parties, (iii) MME Legal, Swiss counsel for the Loan Parties, (iv) McInnes Cooper, Nova Scotia counsel for the Loan Parties, (v) Skadden, Arps, Slate, Meagher & Flom (UK) LLP, counsel in England and Wales for the Loan Parties and (vi) Skadden, Arps, Slate, Meagher & Flom LLP, German counsel for the Loan Parties, in each case covering such matters relating to the Loan Parties, the Loan Documents or the Transactions as the Administrative Agent shall reasonably request. The Company hereby requests such counsels to deliver such opinions.

(c) The Administrative Agent shall have received a certificate, dated the Effective Date and signed by the President, a Vice President or a Financial Officer of the Company, certifying (in such officer's capacity as an officer and not in any individual capacity) compliance with the conditions set forth in paragraphs (a) and (b) of Section 4.02.

(d) (i) The Administrative Agent shall have received, at least three (3) Business Days prior to the Effective Date, all documentation and other information regarding the Borrowers required in connection with applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act, to the extent reasonably requested in writing of the Company at least ten (10) Business Days prior to the Effective Date and (ii) to the

extent any Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, at least three (3) Business Days prior to the Effective Date, any Lender that has reasonably requested, in a written notice to the Company at least ten (10) Business Days prior to the Effective Date, a Beneficial Ownership Certification in relation to such Borrower shall have received such Beneficial Ownership Certification (provided that, upon the execution and delivery by such Lender of its signature page to this Agreement, the condition set forth in this clause (d) shall be deemed to be satisfied).

(e) The Administrative Agent shall have received all fees and other amounts due and payable on or prior to the Effective Date, including, to the extent invoiced at least one Business Day prior to the Effective Date, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Company hereunder.

The Administrative Agent shall notify the Company and the Lenders of the Effective Date, and such notice shall be conclusive and binding.

SECTION 4.02. Each Credit Event. The obligation of each Lender to make a Loan (other than an Acquisition-Related Incremental Term Loan made in accordance with, and subject to the terms and conditions of, Section 2.20) on the occasion of any Borrowing (other than a continuance or conversion of any Loan), and of the Issuing Banks to issue, amend or extend any Letter of Credit, is subject to the satisfaction of the following conditions:

(a) The representations and warranties of the Borrowers set forth in this Agreement shall be true and correct in all material respects (provided that any representation or warranty qualified by materiality or Material Adverse Effect shall be true and correct in all respects) on and as of the date such Loan is made or the date of issuance, amendment or extension of such Letter of Credit, as applicable (except to the extent any such representation or warranty expressly relates to an earlier date, in which case such representation or warranty shall be true and correct as of such earlier date).

(b) At the time of and immediately after giving effect to the making of a Loan on the date of such Borrowing or the issuance, amendment or extension of such Letter of Credit, as applicable, no Default or Event of Default shall have occurred and be continuing.

The making of a Loan (other than an Acquisition-Related Incremental Term Loan made in accordance with, and subject to the terms and conditions of, Section 2.20) on the occasion of any Borrowing (other than a continuation or conversion) and each issuance, amendment or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrowers on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section.

SECTION 4.03. Designation of a Subsidiary Borrower. The designation of a Subsidiary Borrower pursuant to Section 2.23 is subject to the condition precedent that the Company or such proposed Subsidiary Borrower shall have furnished or caused to be furnished to the Administrative Agent:

(a) Copies, certified by the Secretary or Assistant Secretary of such Subsidiary, of its Board of Directors’ resolutions (and resolutions of other bodies, if any are deemed necessary by counsel for the Administrative Agent) approving the Borrowing Subsidiary Agreement and any other Loan Documents to which such Subsidiary is becoming a party and such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of such Subsidiary;

(b) An incumbency certificate, executed by the Secretary or Assistant Secretary of such Subsidiary, which shall identify by name and title and bear the signature of the officers of such Subsidiary authorized to request Borrowings hereunder and sign the Borrowing Subsidiary Agreement and the other Loan Documents to which such Subsidiary is becoming a party, upon which certificate the Administrative Agent and the Lenders shall be entitled to rely until informed of any change in writing by the Company or such Subsidiary;

(c) Opinions of counsel to such Subsidiary, in form and substance reasonably satisfactory to the Administrative Agent and its counsel, with respect to the laws of its jurisdiction of organization and such other matters as are reasonable and customary and addressed to the Administrative Agent and the Lenders; and

(d) Any promissory notes requested by any Lender, and any other instruments and documents reasonably requested by the Administrative Agent in connection with applicable laws, rules and regulations.

(e) Any documentation and other information with respect to such proposed Subsidiary Borrower that is reasonably requested by the Administrative Agent or any of the Lenders (acting through the Administrative Agent) at least three Business Days in advance of the proposed effective date of such designation in connection with requirements by regulatory authorities under applicable “know-your-customer” and anti-money laundering rules and regulations, including the Patriot Act and, to the extent such Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, the Beneficial Ownership Regulation.

## ARTICLE V

### Affirmative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit shall have expired or terminated (or shall have been cash collateralized or backstopped pursuant to arrangements reasonably satisfactory to the Administrative Agent) and all LC Disbursements shall have been reimbursed, the Company covenants and agrees with the Lenders that:

SECTION 5.01. Financial Statements and Other Information. The Company will furnish to the Administrative Agent for distribution to each Lender:

(a) within one hundred (100) days after the end of each fiscal year of the Company (or, if earlier, within five (5) days after the date that the Annual Report on Form 10-K of the Company for such fiscal year would be required to be filed under the rules and regulations of the SEC, giving effect to any automatic extension available thereunder for the filing of such form), its audited consolidated balance sheet and related statements of operations, stockholders’ equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by Ernst & Young LLP or other independent public accountants of recognized national standing (without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b) within fifty-five (55) days after the end of each of the first three fiscal quarters of each fiscal year of the Company (or, if earlier, by the date that the Quarterly Report on Form 10-Q of the Company for such fiscal quarter would be required to be filed under the rules and regulations of the SEC, giving effect to any automatic extension available thereunder for the filing of such form), its consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with any delivery of financial statements under clause (a) or (b) above, a certificate of a Financial Officer of the Company (i) certifying as to whether a Default has occurred and is continuing and, if a Default has occurred that is continuing, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations demonstrating compliance with Section 6.10 and (iii) stating whether any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 3.04 and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(d) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Company or any Subsidiary with the SEC, or any Governmental Authority succeeding to any or all of the functions of said Commission, or with any national securities exchange, or distributed by the Company to its shareholders generally, as the case may be; and

(e) promptly following any request therefor, (x) such other information regarding the operations, business affairs and financial condition of the Company or any Subsidiary, or compliance with the terms of this Agreement, as the Administrative Agent may reasonably request and (y) information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act and, to the extent any Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, the Beneficial Ownership Regulation.

Documents required to be delivered pursuant to clauses (a), (b) and (d) of this Section 5.01 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which such documents are (i) filed for public availability on the SEC's Electronic Data Gathering and Retrieval System; (ii) posted or the Company provides a link thereto on <http://www.hillenbrand.com>; or (iii) posted on the Company's behalf on an Internet or intranet website, if any, to which the Administrative Agent and the Lenders have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent).

**SECTION 5.02. Notices of Material Events.** The Company will furnish to the Administrative Agent (for distribution to each Lender) written notice of the following, promptly upon a Responsible Officer of the Company having actual knowledge thereof:

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(a) the occurrence of any Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting the Company or any Subsidiary thereof that would reasonably be expected to result in a Material Adverse Effect;

(c) the occurrence of any of the following to the extent the same would reasonably be expected to result in a Material Adverse Effect: (x) the threatened in writing or actual issuance by the Pensions Regulator of a financial support direction or a contribution notice (as those terms are defined in the United Kingdom Pensions Act 2004) or the threatened in writing or actual exercise of any Criminal Pension Power by the Pensions Regulator or the CPS in relation to the Milacron Pension Scheme and/or (y) any amount becoming due to the Milacron Pension Scheme pursuant to Section 75 or 75A of the United Kingdom Pensions Act 1995;

(d) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, would reasonably be expected to result in a Material Adverse Effect;

(e) to the extent any Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, any change in the information provided in the Beneficial Ownership Certification delivered to such Lender that would result in a change to the list of beneficial owners identified in such certification; and

(f) any other development that results in, or would reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section (i) shall contain a heading or a reference line that reads "Notice under Section 5.02 of the Hillenbrand Fourth Amended and Restated Credit Agreement dated June 8, 2022" and (ii) shall be accompanied by a statement of a Financial Officer or other executive officer of the Company setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto. Information required to be delivered pursuant to clause (b), (c) and (d) of this Section shall be deemed to have been delivered if such information, or one or more annual or quarterly or other periodic reports containing such information is (i) filed for public availability on the SEC's Electronic Data Gathering and Retrieval System, (ii) posted or the Company provides a link thereto on <http://www.hillenbrand.com>; or (iii) posted on the Company's behalf on an Internet or intranet website, if any, to which the Administrative Agent and the Lenders have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent). Information required to be delivered pursuant to this Section may also be delivered by electronic communications pursuant to procedures approved by the Administrative Agent.

**SECTION 5.03. Existence; Conduct of Business.** The Company will, and will cause each of its Material Subsidiaries to, do or cause to be done (i) all things necessary to preserve, renew and keep in full force and effect its legal existence and (ii) take, or cause to be taken, all reasonable actions to preserve, renew and keep in full force and effect the rights, qualifications, licenses, permits, privileges, franchises, governmental authorizations and intellectual property rights material to the conduct of its business, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted (except, for purposes of this clause (ii), to the extent the failure to do so would not reasonably be expected to have a Material Adverse Effect); provided that (x) the foregoing shall not prohibit any merger, consolidation, amalgamation, disposition, liquidation or dissolution permitted under Section 6.04 and (y) neither the Company nor any of its Subsidiaries shall be required to preserve any right, qualification, license, permit, privilege, franchise, governmental authorization, intellectual property right or authority to conduct its business if the Company or such Subsidiary shall determine that the

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preservation thereof is no longer desirable in the conduct of business of the Company or such Subsidiary, as the case may be, and that the loss thereof is not disadvantageous in any material respect to the Company, such Subsidiary or the Lenders. Each Borrower incorporated in a European Union jurisdiction shall cause its registered office and "centre of main interests" (as that term is used in Article 3(1) of the Recast Regulation) to be situated solely in its jurisdiction of incorporation and shall have an "establishment" (as that term is used in Article 2(10) of the Recast Regulation) situated solely in its jurisdiction of incorporation.



SECTION 5.04. Payment of Tax Obligations. The Company will, and will cause each of its Subsidiaries to, pay its Tax and UK Tax liabilities, that, if not paid, would reasonably be expected to result in a Material Adverse Effect before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) the Company or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest would not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.05. Maintenance of Properties; Insurance.

(a) The Company will, and will cause each of its Subsidiaries to, ~~(i)~~ keep and maintain all property material to the conduct of the business of the Company and its Subsidiaries (taken as a whole) in good working order and condition, ordinary wear and tear excepted, and ~~(bii)~~ maintain, with financially sound and reputable insurance companies or with a captive insurance company that is an Affiliate of the Company, insurance in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

(b) During the Collateral Period, the Company will furnish to the Administrative Agent, upon any reasonable request of the Administrative Agent, information in reasonable detail as to the insurance so maintained (but no more frequently than once per fiscal year). Except as otherwise agreed by the Administrative Agent, during the Collateral Period, the Company shall deliver to the Administrative Agent endorsements (x) to all "All Risk" physical damage insurance policies on all of the Domestic Loan Parties' tangible personal property and assets naming the Administrative Agent as lender loss payee, and (y) to all general liability and other liability policies of the Domestic Loan Parties (other than workers' compensation, director and officer liability or other policies in which such endorsements are not customary) naming the Administrative Agent an additional insured.

SECTION 5.06. Books and Records; Inspection Rights. The Company will, and will cause each of its Subsidiaries to, keep proper books of record and account in which entries true and correct in all material respects are made of all material financial dealings and transactions in relation to its business and activities and, subject to Section 5.01, in form permitting financial statements conforming with GAAP to be derived therefrom. The Company will, and will cause each of its Subsidiaries to, permit any representatives designated by the Administrative Agent, at reasonable times and upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and, provided that the Company or such Subsidiary is afforded the opportunity to participate in such discussions, its independent accountants, all at such reasonable times and as often as reasonably requested; provided, however, in no event shall such visitations, inspections or examinations occur more frequently than once per calendar year so long as no Event of Default has occurred and is continuing. The Company acknowledges that the Administrative Agent, after exercising its rights of inspection, may, subject to

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Section 9.12, prepare and distribute to the Lenders certain reports pertaining to the Company and its Subsidiaries' assets for internal use by the Administrative Agent and the Lenders. Notwithstanding anything to the contrary in this Section 5.06, neither the Company nor any of its Subsidiaries will be required to disclose, permit the inspection, examination or making of extracts, or discussion of, any documents, information or other matter that (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent (or any designated representative) is then prohibited by law or any agreement binding on the Company or any of its Subsidiaries or (iii) is subject to attorney-client or similar privilege constitutes attorney work-product.

SECTION 5.07. Compliance with Laws.

(a) The Company will, and will cause each of its Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property (including without limitation Environmental Laws), in each case except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. The Company will maintain in effect and enforce policies and procedures reasonably designed to promote compliance in all material respects by the Company, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

(b) Each Swiss Borrower shall be compliant with the Swiss Non-Bank Rules; provided, however, that a Swiss Borrower shall not be in breach of this Section 5.07(b) if such number of creditors (which are not Swiss Qualifying Banks) is exceeded solely by reason of a breach by one or more Lenders of a confirmation contained in Section 2.17(k) or a failure by one or more Lenders to comply with their obligations and transfer restrictions in Section 9.04.

(c) For the purposes of paragraph (b) above, the Swiss Borrowers shall assume that the aggregate number of Lenders which are not Swiss Qualifying Banks is 10 (ten).

SECTION 5.08. Use of Proceeds. The proceeds of the Loans will be used only to finance the working capital needs, and for general corporate purposes, of the Company and its Subsidiaries (including, without limitation, (i) to refinance the Company's existing 5.75% senior unsecured notes due June 2025 and (ii) to make ~~Permitted Acquisitions~~ acquisitions permitted by Section 6.02). No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X. No Borrower will request any Borrowing or Letter of Credit, and no Borrower shall use, and the Company shall procure that its other Subsidiaries shall not use, the proceeds of any Borrowing or Letter of Credit (i) for the purpose of making 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 in any material respect of any Anti-Corruption 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, in each case, in violation of applicable Sanctions or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto. The undertaking given in the immediately preceding sentence shall not be given (i) by any Loan Party or (ii) to any Lender to the extent that such undertaking would result in any violation of, conflict with or liability under EU Regulation (EC) 2271/96, section 7 of the German Foreign Trade Ordinance (*Außenwirtschaftsverordnung*) or a similar anti-boycott statute.

SECTION 5.09. Subsidiary Guaranty. As promptly as possible but in any event within forty-five (45) days (or such later date as may be reasonably agreed upon by the Administrative Agent) after delivery of the applicable annual Compliance Certificate showing that any Person qualifies as a Material Domestic Subsidiary (other than Excluded Subsidiaries), the Company shall cause such

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Material Domestic Subsidiary to deliver to the Administrative Agent a joinder to the Subsidiary Guaranty (in substantially the form contemplated thereby) pursuant to which such Subsidiary agrees to be bound by the terms and provisions thereof, such Subsidiary Guaranty to be accompanied by appropriate corporate resolutions, other customary corporate documentation and legal opinions, to the extent reasonably requested by the Administrative Agent, in form and substance reasonably satisfactory to the Administrative Agent and its counsel. Within sixty (60) days (or such later date as may be reasonably agreed upon by the Administrative Agent) after the date of a Collateral Springing Event, the Company shall cause all Subsidiary Guarantors party to the Subsidiary Guaranty to enter into an amendment (or amendment and restatement) of the Subsidiary Guaranty in form and substance reasonably satisfactory to the Administrative Agent, which amendment (or amendment and restatement) shall modify the Subsidiary Guaranty in such a manner that the guarantee provided by the Subsidiary Guarantors thereunder covers the Secured Obligations and any changes to the Subsidiary Guaranty related to such modification of the scope of such guarantee.

#### SECTION 5.10. Collateral; Further Assurances.

(a) Within sixty (60) days (or such later date as may be reasonably agreed upon by the Administrative Agent) after the date of a Collateral Springing Event, the Company will, and will cause each Subsidiary Guarantor to, enter into the Security Agreement.

(b) Within sixty (60) days (or such later date as may be reasonably agreed upon by the Administrative Agent) after the date of a Collateral Springing Event, and thereafter at all times during the Collateral Period, subject to the terms, limitations and exceptions set forth in this Agreement and the applicable Collateral Documents, the Company will cause, and will cause each other Domestic Loan Party to cause, all of its owned property (whether personal, tangible, intangible, or mixed but excluding Excluded Assets) to be subject at all times to perfected Liens in favor of the Administrative Agent for the benefit of the Secured Parties to secure the Secured Obligations in accordance with the terms and conditions of the Collateral Documents on a first priority basis, subject in any case to Liens permitted by Section 6.01 (provided that such perfection shall be limited to the United States). Without limiting the generality of the foregoing, and subject to the terms, limitations and exceptions set forth in this Agreement and the applicable Collateral Documents, the Company will cause the Applicable Pledge Percentage of the issued and outstanding Equity Interests of each Pledge Subsidiary (other than Excluded Assets) directly owned by the Company or any other Domestic Loan Party to be subject at all times to a first priority perfected (subject in any case to Liens permitted by Section 6.01) Lien in favor of the Administrative Agent to secure the Secured Obligations in accordance with the terms and conditions of the Collateral Documents.

(c) Without limiting the foregoing, during the Collateral Period, the Company will, and will cause each Subsidiary to, execute and deliver, or cause to be executed and delivered, to the Administrative Agent such documents, agreements and instruments, and will take or cause to be taken such further actions, which may be required by law or which the Administrative Agent may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Loan Documents and to ensure perfection and priority of the Liens created or intended to be created by the Collateral Documents, subject to the terms, limitations and exceptions set forth herein or in any Collateral Document, all at the expense of the Company.

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(d) Notwithstanding the foregoing or anything contained in this Agreement or any other Loan Document to the contrary, in respect of the Company and its Subsidiaries, (i) no actions in any non-U.S. jurisdiction or required by the laws of any non-U.S. jurisdiction to create or perfect a security interest shall be required in order to create any security interests in assets or to perfect such security interests, including any intellectual property registered in any non-U.S. jurisdiction, (ii) no control agreements, landlord waivers, estoppels or collateral access letters shall be required and (iii) no actions shall be required to perfect a security interest in letter of credit rights or commercial tort claims, other than the filing of a UCC financing statement.

#### ARTICLE VI

##### Negative Covenants

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder have been paid in full and all Letters of Credit have expired or terminated (or shall have been cash collateralized or backstopped pursuant to arrangements reasonably satisfactory to the Administrative Agent) and all LC Disbursements shall have been reimbursed, the Company covenants and agrees with the Lenders that:

SECTION 6.01. Liens. The Company will not, and will not permit any Subsidiary to, create or suffer to exist, any Lien on or with respect to any of its properties, whether now owned or hereafter acquired, or assign any right to receive income other than:

- (a) Liens pursuant to any Loan Document (including Liens on any cash in favor of an Issuing Bank required pursuant to the terms of this Agreement);
- (b) Liens existing on the Effective Date (i) that do not exceed \$1,000,000 or (ii) are listed on Schedule 6.01 and any renewals or extensions thereof; provided that the property covered thereby is not increased and any renewal or extension of the obligations secured or benefited thereby is permitted by Section 6.03(b);
- (c) Liens for taxes not yet due or which are being contested in good faith and by appropriate proceedings in the circumstances, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;
- (d) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than sixty (60) days or which are being contested in good faith and by appropriate proceedings in the circumstances, if adequate reserves with respect thereto are maintained on the books of the applicable Person to the extent required in accordance with GAAP;
- (e) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation (including, but not limited to, section 8a of the German Semi-retirement Act (*Altersteilzeitgesetz*) and section 7d of the German Social Law Act No. 4 (*Sozialgesetzbuch*) but other than any Lien imposed by ERISA), including cash collateral for obligations in respect of letters of credit, guarantee obligations or similar instruments related to the foregoing, and deposits securing liability insurance carriers under insurance or self-insurance arrangements in the ordinary course of business;

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(f) pledges or deposits (including cash collateral for obligations in respect of letters of credit and bank guarantees) to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, surety bonds (other than bonds related to judgments or litigation), performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(g) easements, rights-of-way, restrictions and other similar encumbrances affecting real property and other minor defects or irregularities in title and other similar encumbrances including the reservations, limitations, provisos and conditions, which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property of the Company and its Subsidiaries taken as a whole or materially interfere with the ordinary conduct of the business of the applicable Person;

(h) Liens securing Indebtedness permitted under Section 6.03(d); provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness and (ii) the Indebtedness secured thereby does not exceed the cost or fair market value, whichever is lower, of the property being acquired on the date of acquisition;

(i) Liens securing Indebtedness permitted under Section 6.03(r);

(j) statutory rights of set-off arising in the ordinary course of business;



- (k) Liens existing on property at the time of acquisition thereof by the Company or any Subsidiary and not created in contemplation thereof;
- ( l ) Liens existing on property of a Subsidiary at the time such Subsidiary is merged, consolidated or amalgamated with or into, or acquired by, the Company or any Subsidiary or becomes a Subsidiary and not created in contemplation thereof;
- (m) Liens in favor of banks which arise under Article 4 of the Uniform Commercial Code on items in collection and documents relating thereto and the proceeds thereof or which arise under banks' standard terms and conditions;
- ( n ) judgment Liens in respect of judgments that do not constitute an Event of Default under ~~clause~~ Section 7.01(k) ~~of Article VII~~ or Liens securing appeal or surety bonds related to such judgments;
- ( o ) any interest or title of a landlord, lessor or sublessor under any lease of real estate or any Lien affecting solely the interest of the landlord, lessor or sublessor;
- ( p ) leases, licenses, subleases or sublicenses granted (i) to others not interfering in any material respect with the business of the Company and its Subsidiaries, taken as a whole, or (ii) between or among any of the Loan Parties or any of their Subsidiaries;
- (q) purported Liens evidenced by the filing of precautionary UCC financing statements, PPSA financing statements or similar filings relating to operating leases of personal property entered into by the Company or any of its Subsidiaries in the ordinary course of business;

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- ( r ) any interest or title of a licensor under any license or sublicense entered into by the Company or any Subsidiary as a licensee or sublicensee (i) existing on the Effective Date or (ii) in the ordinary course of its business;
- ( s ) with respect to any real property, immaterial title defects or irregularities that do not, individually or in the aggregate, materially impair the use of such real property;
- (t) Liens on any cash earnest money deposits or other escrow arrangements made in connection with any letter of intent or purchase agreement;
- (u) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;
- (v) Liens arising out of Sale and Leaseback Transactions;
- (w) customary rights of first refusal, "tag along" and "drag along" rights, and put and call arrangements under joint venture agreements;
- (x) Liens on treasury stock of the Company;
- ( y ) Liens (x) in favor of collecting or payor banks having a right of setoff, revocation, refund or chargeback with respect to money or instruments on deposit with or in possession of such bank, (y) attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business or (z) in favor of banking institutions arising as a matter of law or standard business terms and conditions encumbering deposits (including the right of setoff) and which are within the general parameters customary in the banking industry;
- (z) Liens securing obligations (contingent or otherwise) of the Company or any Subsidiary existing or arising under any Swap Agreement;
- (aa) other Liens securing liabilities or assignments of rights to receive income in an aggregate amount at any time outstanding not to exceed ~~the(x) during the Adjusted Period, \$50,000,000 and (y) on and after the Adjusted Period Termination Date, the~~ greater of (i) \$150,000,000 and (ii) 15% of Consolidated Tangible Assets (calculated as of the end of the immediately preceding fiscal quarter for which the Company's financial statements were most recently delivered pursuant to Section 5.01(a) or (b) or, if prior to the date of the delivery of the first financial statements to be delivered pursuant to Section 5.01(a) or (b), the most recent financial statements referred to in Section 3.04(a)) at any time outstanding; provided that, for the avoidance of doubt, no Default or Event of Default shall be deemed to have occurred if, at the time of the creation, incurrence, assumption or initial existence thereof, such Liens were permitted to be incurred pursuant to this clause (aa) notwithstanding a decrease after such time in the basket amount permitted under this clause (aa) as a result of a decrease in Consolidated Tangible Assets; ~~and~~
- ( b b ) Liens on property or assets deposited with a trustee or paying agent or otherwise segregated or held in trust or under an escrow or other funding arrangement for the sole purpose of repurchasing, redeeming, defeasing, repaying, satisfying and discharging or otherwise acquiring or retiring Indebtedness;

(cc) Liens on Margin Stock; and

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(dd) Liens on the Collateral securing the LG Facility Obligations so long as such Liens are subject to the Pari Passu Intercreditor Agreement.

SECTION 6.02. Acquisitions. The Company will not, and will not permit any Subsidiary to, acquire (in one or a series of transactions) all of the capital stock or equity interests or all or substantially all of the assets of any Person, unless (i) immediately before and after giving effect thereto, no Default shall have occurred and be continuing or would result therefrom and (ii) if the aggregate amount invested (including assumed debt) is greater than \$375,000,000, relevant financial information, statements and projections reasonably requested by the Administrative Agent in respect of the Company and its Subsidiaries as of the end of the most recent fiscal quarter for the four fiscal quarters most recently ended giving effect to the acquisition of the company or business pursuant to this Section 6.02 are delivered to the Administrative Agent not less than five (5) Business Days prior to the consummation of any such acquisition or series of acquisitions, together with a certificate of a Responsible Officer of the Company delivered to the Lenders demonstrating pro forma compliance with Section 6.10 after giving effect to such acquisition or series of acquisitions.

SECTION 6.03. Indebtedness. The Company will not, and will not permit any Subsidiary to, create, incur, assume or suffer to exist, any Indebtedness, except:

- (a) Indebtedness under the Loan Documents;

(b) Indebtedness that (i) is outstanding on the Effective Date that is less than \$2,000,000 individually or \$15,000,000 in the aggregate or (ii) arises or is incurred under agreements listed on Schedule 6.03, and any refinancings, refundings, renewals or extensions thereof; provided that the amount of such Indebtedness is not increased at the time of such refinancing, refunding, renewal or extension except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments unutilized thereunder;

(c) obligations (contingent or otherwise) of the Company or any Subsidiary existing or arising under any Swap Agreement; provided that such obligations are (or were) entered into in the ordinary course of business, and not for purposes of speculation;

(d) Indebtedness in respect of finance leases and purchase money obligations for fixed or capital assets and any refinancings, refundings, renewals or extensions thereof; provided further that the amount of such Indebtedness is not increased at the time of such refinancing, refunding, renewal or extension except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments unutilized thereunder; provided that the only property subject to such finance leases and purchase money obligations is the property so acquired;

(e) Indebtedness that may be deemed to exist pursuant to surety bonds, appeal bonds, supersedeas bonds or similar obligations incurred in the ordinary course of business;

(f) so long as no Default has occurred and is continuing or would result therefrom at the time of incurrence, any unsecured Indebtedness of (x) the Company or any Subsidiary Guarantor and (y) any Foreign Subsidiary Borrower, in the case of clause (y), in an aggregate principal amount not to exceed the greater of (i) \$200,000,000 and (ii) 20% of Consolidated Tangible Assets (calculated as of the end of the immediately preceding fiscal quarter for which the Company's financial statements were most recently delivered pursuant to Section 5.01(a) or

(b) or, if prior to the date of the delivery of the first financial statements to be delivered pursuant to Section 5.01(a) or (b), the most recent financial statements referred to in Section 3.04(a)); provided that, in each case, such Indebtedness is not senior in right of payment to the payment of the Indebtedness arising under this Agreement and the Loan Documents;

(g) Indebtedness of a Subsidiary of the Company to the Company or any of the Company's other Subsidiaries or Indebtedness of the Company to any Subsidiary of the Company in connection with loans or advances; provided that each item of intercompany debt shall be unsecured and such Indebtedness shall only be permitted under this clause (g) to the extent it will be eliminated for purposes of the consolidated financial statements of the Company in accordance with GAAP;

(h) Indebtedness arising as a result of the endorsement in the ordinary course of business of negotiable instruments in the course of collection;

(i) [reserved];

(j) Guarantees by the Company of Indebtedness of any Subsidiary of the Company and by any Subsidiary of the Company of Indebtedness of the Company or any other Subsidiary of the Company; provided that the Indebtedness so Guaranteed is permitted by this Section 6.03;

(k) Indebtedness owed to any Person providing workers' compensation, health, disability or other employee benefits or property, casualty, liability or other insurance to the Company or any Subsidiary of the Company, including pursuant to reimbursement or indemnification obligations to such Person, in each case incurred in the ordinary course of business;

(l) customary contingent indemnification obligations to purchasers in connection with any disposition;

(m) Indebtedness of any Person that becomes a Subsidiary after the Effective Date; provided that (i) such Indebtedness exists at the time such Person becomes a Subsidiary and is not created in contemplation thereof and any refinancings, refundings, renewals or extensions thereof; provided that the amount of such Indebtedness is not increased at the time of such refinancing, refunding, renewal or extension except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments unutilized thereunder;

(n) Indebtedness in respect of netting services, cash management obligations, overdraft protections and otherwise in connection with deposit accounts and Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business;

(o) Indebtedness with respect to the deferred purchase price of property acquired and any refinancings, refundings, renewals or extensions thereof; provided that the amount of such Indebtedness is not increased at the time of such refinancing, refunding, renewal or extension except by an amount equal to any existing commitments unutilized thereunder or by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses

reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments unutilized thereunder;

(p) Indebtedness incurred in respect of credit cards, credit card processing services, debit cards, stored value cards or purchase cards (including so-called "procurement cards" or "P-cards"), in each case, incurred in the ordinary course of business;

(q) contingent liabilities in respect of any indemnification obligations, adjustment of purchase price, non-compete, or similar obligations (other than Guarantees of any Indebtedness for borrowed money) of the Company or any Subsidiary of the Company incurred in connection with the consummation of one or more acquisitions; and

(r) other Indebtedness (exclusive of Indebtedness permitted under clauses (a) through (q) above) in an aggregate principal amount not to exceed the greater of (i) \$150,000,000 and (ii) 15% of Consolidated Tangible Assets (calculated as of the end of the immediately preceding fiscal quarter for which the Company's financial statements were most recently delivered pursuant to Section 5.01(a) or (b) or, if prior to the date of the delivery of the first financial statements to be delivered pursuant to Section 5.01(a) or (b), the most recent financial statements referred to in Section 3.04(a)) at any time outstanding; provided that, for the avoidance of doubt, no Default or Event of Default shall be deemed to have occurred if, at the time of the creation, incurrence, assumption or initial existence thereof, such Indebtedness was permitted to be incurred pursuant to this clause (r) notwithstanding a decrease after such time in the basket amount permitted under this clause (r) as a result of a decrease in Consolidated Tangible Assets.

SECTION 6.04. Fundamental Changes. The Company will not, and will not permit any of its Subsidiaries to, merge, dissolve, liquidate, consolidate or amalgamate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Default exists or would result therefrom:

( a ) any Subsidiary may (i) merge or consolidate with or into the Company, provided that the Company shall be the continuing or surviving Person or (ii) merge, consolidate or amalgamate with any one or more other Subsidiaries, provided that when any wholly-owned Subsidiary is merging or amalgamating with another Subsidiary, the wholly owned Subsidiary shall be the continuing or surviving Person (or the continuing corporation resulting from such amalgamation shall be a wholly owned Subsidiary);

(b) any Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Company or to another Subsidiary; provided that if the transferor in such a transaction is a wholly-owned Subsidiary, then the transferee must either be the Company or a wholly-owned Subsidiary;

( c ) the Company or any Subsidiary may merge (or, in the case of a Subsidiary, amalgamate) with any Person in a transaction that would be an acquisition or a Disposition that is permitted under this Agreement; provided that in the case of an acquisition (i) if the Company is a party to such merger, it shall be the continuing or surviving Person, or (ii) if any Subsidiary Guarantor or Subsidiary Borrower is a party to such merger or amalgamation, such Subsidiary shall be the continuing or surviving Person (or the continuing corporation resulting from such amalgamation shall be a Subsidiary Guarantor or Subsidiary Borrower, as applicable, and shall

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have executed and delivered to the Administrative Agent a confirmation to that effect reasonably satisfactory to the Administrative Agent); and

(d) the Company may Dispose of its Treasury Stock.

SECTION 6.05. Restricted Payments. The Company will not, and will not permit any of its Subsidiaries to, declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that:

(a) each Subsidiary may make Restricted Payments to the Company and to other Subsidiaries (and, in the case of a Restricted Payment by a non-wholly-owned Subsidiary, such Restricted Payment may be made to each other owner of capital stock or other equity interests of such Subsidiary on a pro rata basis based on their relative ownership interests);

( b ) the Company and each Subsidiary may declare and make dividend payments or other distributions payable solely in the common stock or other common equity interests of such Person;

( c ) the Company and each Subsidiary may purchase, redeem or otherwise acquire shares of its common stock or other common equity interests or warrants or options to acquire any such shares with the proceeds received from the substantially concurrent issue of new shares of its common stock or other common equity interests;

(d) the Company and each Subsidiary may (i) make distributions to or payments on behalf of current and former employees, officers, or directors of the Company and its Subsidiaries (or any spouses, ex-spouses, trusts or estates of any of the foregoing) on account of exercises, purchases, redemptions or other acquisitions of Equity Interests of the Company or its Subsidiaries held by such Persons (including to pay for the taxes payable by such Persons in connection with a grant or award of Equity Interests of the Company or its Subsidiaries or upon the vesting thereof) and (ii) repurchase Equity Interests issued to current or former employees, officers, directors or managers upon death, disability or termination of employment of such person or pursuant to the terms of any subscription, stockholder or other agreement or plan approved by Company's or such Subsidiary's board of directors (or any committee thereof); ~~and~~

(e) solely during the Adjusted Period, the Company may declare and pay during each of the Company's 2023 fiscal year, 2024 fiscal year and 2025 fiscal year, its regularly scheduled cash dividends to its stockholders (x) with respect to the Company's 2023 fiscal year, in an amount up to and including \$0.88 per share, (y) with respect to the Company's 2024 fiscal year, in an amount consistent with the aggregate amount of dividends paid in the Company's 2023 fiscal year plus an additional amount equal to \$0.01 per share in excess of the aggregate amount paid in the Company's 2023 fiscal year pursuant to the foregoing clause (x) and (z) with respect to the Company's 2025 fiscal year, in an amount consistent with the aggregate amount of dividends paid in the Company's 2024 fiscal year plus an additional amount equal to \$0.01 per share in excess of the aggregate amount paid in the Company's 2024 fiscal year pursuant to the foregoing clause (y); provided that (i) the Company is in compliance with the Leverage Ratio set forth in Section 6.10(a) (calculated as of the end of the immediately preceding fiscal quarter for which the Company's financial statements were most recently delivered pursuant to Section 5.01(a) or (b)) on a pro forma basis immediately after giving effect to such payment

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and the incurrence of any Indebtedness incurred to make such payment and (ii) immediately after giving effect to such payment, no Event of Default would exist;

(f) solely during the Adjusted Period, the Company may declare and pay cash dividends to its stockholders and purchase, redeem or otherwise acquire shares of its capital stock or warrants, rights or options to acquire any such shares for cash; provided that (i) on a pro forma basis, immediately after giving effect to such proposed action in this clause (f) and the incurrence of any Indebtedness incurred to take any such proposed action in this clause (f) the Leverage Ratio (calculated as of the end of the immediately preceding fiscal quarter for which the Company's financial statements were most recently delivered pursuant to Section 5.01(a) or (b)) is less than or equal to 3.50 to 1.00 and (ii) immediately after giving effect to such proposed action in this clause (f), no Event of Default would exist; and

(g) ~~(e)~~ solely (1) prior to the commencement of the Adjusted Period and (2) on and after the Adjusted Period Termination Date, the Company may declare and pay cash dividends to its stockholders and purchase, redeem or otherwise acquire shares of its capital stock or warrants, rights or options to acquire any such shares for cash; provided that (i) the Company is in compliance with the Leverage Ratio set forth in Section 6.10(a) (calculated as of the end of the immediately preceding fiscal quarter for which the Company's financial statements were most recently delivered pursuant to Section 5.01(a) or (b)) on a pro forma basis immediately after giving effect to such proposed action in this clause ~~(eg)~~ and the incurrence of any Indebtedness incurred to take any such proposed action in this clause ~~(eg)~~ and (ii) immediately after giving effect to such proposed action in this clause ~~(eg)~~, no Event of Default would exist.

SECTION 6.06. Change in Nature of Business. The Company will not, and will not permit any of its Subsidiaries to, enter into any material line of business if, after giving effect thereto, the business of the Company and its Subsidiaries, taken as a whole, would be substantially different from the business in which the Company and its Subsidiaries, taken as a whole, are presently engaged, provided that this Section 6.06 shall not prohibit the Company or its Subsidiaries from entering into

(x) any line of business that is reasonably related, incidental, ancillary or complementary to, or any reasonable extension, development or expansion of, the business in which the Company and its Subsidiaries, taken as a whole, are presently engaged, or (y) any other non-core incidental businesses acquired in connection with any acquisition or investment not prohibited hereunder.

SECTION 6.07. [Intentionally Omitted].

SECTION 6.08. Burdensome Agreements. The Company will not, and will not permit any of its Subsidiaries to, enter into any Contractual Obligation that: limits the ability (a) of any Subsidiary to make Restricted Payments to the Company; (b) of any Subsidiary to Guarantee the Indebtedness of the Borrowers under the Loan Documents or (c) of the Company or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person to secure the obligations of the Loan Parties under the Loan Documents, other than, in each case limitations and restrictions:

- (a) set forth in this Agreement and any other Loan Document;
- (b) on subletting or assignment of any leases or licenses of the Company or any Subsidiary or on the assignment of a Contractual Obligation or any rights thereunder or any other

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customary non-assignment provisions, in each case entered into in the ordinary course of business;

(c) set forth in Contractual Obligations for the disposition of assets (including any Equity Interests in any Subsidiary) of the Company or any Subsidiary of the Company; provided such restrictions and conditions apply only to the assets or Subsidiary that is to be sold;

(d) [reserved];

(e) set forth in any Contractual Obligation governing Indebtedness permitted under Section 6.03(b), (d), (f), (j), (m), (o) and (r);

(f) with respect to cash or other deposits (including escrowed funds) received by Company or any Subsidiary in the ordinary course of business and assets subject to Liens permitted by Section 6.01(b), (e), (f), (h), (j), (k), (l), (n), (t), (v) and (z);

(g) set forth in joint venture agreements and other similar agreements concerning joint ventures and applicable solely to such joint venture;

(h) set forth in any Contractual Obligation relating to an asset being acquired existing at the time of acquisition or a Subsidiary existing at the time such Subsidiary is merged, consolidated or amalgamated with or into, or acquired by, the Company or any Subsidiary or becomes a Subsidiary and, in each case, not in contemplation thereof;

(i) contained in any trading, netting, operating, construction, service, supply, purchase, credit card, credit card processing service, debit card, stored value card, purchase card (including a so-called "procurement card" or "P-card") or other agreement to which the Company or any of its Subsidiaries is a party and entered into in the ordinary course of business; provided that such agreement prohibits the encumbrance of solely the property or assets of the Company or such Subsidiary that are the subject of such agreement, the payment rights arising thereunder, the accounts associated with such agreement, or the proceeds thereof and does not extend to any other asset or property of the Company or such Subsidiary or the assets or property of any other Subsidiary;

(j) (A) existing by virtue of any transfer of, agreement to transfer, option or right with respect to, or Lien on, any property or assets of the Company or any Material Subsidiary not otherwise prohibited by this Agreement (so long as such limitation or restriction applies only to the property or assets subject to such transfer, agreement to transfer, option, right or Lien), (B) contained in mortgages, pledges or other security agreements securing Indebtedness of a Subsidiary to the extent restricting the transfer of the property or assets subject thereto, (C) pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Company or any Subsidiary, (D) pursuant to customary provisions in any swap or derivative transactions (including any Swap Agreement), (E) pursuant to customary provisions in leases or licenses of intellectual property (or in other contracts governing intellectual property rights) and other similar agreements entered into in the ordinary course of business, (F) pursuant to customary net worth provisions contained in real property leases entered into by Subsidiaries, so long as the Company has determined in good faith that such net worth provisions would not reasonably be expected to impair the ability of Company and its Subsidiaries to meet their ongoing obligations or (G) on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business;

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(k) customary restrictions and conditions contained in the document relating to Liens permitted under this Agreement, so long as (1) such restrictions or conditions relate only to the specific asset subject to such Lien, and (2) such restrictions and conditions are not created for the purpose of avoiding the restrictions imposed by this Section 6.08; or

(l) customary restrictions required by, or arising by operation of law under, applicable law, rule or regulation to the extent contained in a document relating to the Equity Interests or governance of any Foreign Subsidiary that is not a Borrower.

SECTION 6.09. Use of Proceeds. The Company will not, and will not permit any Subsidiary to, use the proceeds of any Loans or Letters of Credit, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the Board) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose, in each case, in violation of Regulation U of the Board.

SECTION 6.10. Financial Covenants.

(a) Maximum Leverage Ratio. ~~The~~

(i) Prior to the commencement of the Adjusted Period, the Company will not permit the ~~ratio (the "Leverage Ratio" (calculated in accordance with clause (iii) below), determined as of the last day of each of its fiscal quarters ending on and after June 30, 2022, of (i) (x) Consolidated Indebtedness minus (y) the Liquidity Amount, in each case as of the last day of such fiscal quarter to (ii) Consolidated EBITDA for the period of four (4) consecutive fiscal quarters ending with the last day of such fiscal quarter, all calculated for the Company and its Subsidiaries on a consolidated basis 2023, to be greater than (A) 4.00 to 1.00 for the fiscal quarters ending June 30, 2023 and September 30, 2023 and December 31, 2023 and (B) 3.50 to 1.00 for the fiscal quarter ending March 31, 2024 and each fiscal quarter ending thereafter;~~ provided that the Company may, by written notice to the

Administrative Agent for distribution to the Lenders (which notice may be in the compliance certificate delivered by the Company pursuant to Section 5.01(c) for the applicable fiscal quarter) and not more than ~~twice~~ once during the term of this Agreement following the Amendment No. 1 Effective Date, elect to increase the maximum Leverage Ratio to 4.00 to 1.00 for ~~a period of three (3) consecutive fiscal quarters~~ an Adjusted Covenant Period in connection with an acquisition that involves the payment of consideration by the Company and/or its Subsidiaries in excess of \$75,000,000 ~~occurring during the first of such three (3) fiscal quarters (each such period, an “Adjusted Covenant Period”) and (y) notwithstanding the foregoing clause (x), the Company may not elect an Adjusted Covenant Period for at least two (2) full fiscal quarters following the end of an Adjusted Covenant Period before a new Adjusted Covenant Period is available again pursuant to the preceding clause (x) for a new period of three.~~

(ii) From and after the commencement of the Adjusted Period, the Company will not permit the Leverage Ratio (calculated in accordance with clause (iii) below), determined as of the last day of each of its fiscal quarters ending on and after June 30, 2023, to be greater than (A) 4.00 to 1.00 for the fiscal quarter ending June 30, 2023, (B) 4.50 to 1.00 for the fiscal quarters ending September 30, 2023, December 31, 2023, March 31, 2024 and June 30, 2024, (C) 4.00 to 1.00 for the fiscal quarters ending

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September 30, 2024 and December 31, 2024, (D) 3.75 to 1.00 for the fiscal quarter ending March 31, 2025 and (E) 3.50 to 1.00 for the fiscal quarter ending June 30, 2025 and each fiscal quarter ending thereafter; provided that the Company may, on or after October 1, 2025, by written notice to the Administrative Agent for distribution to the Lenders (which notice may be in the compliance certificate delivered by the Company pursuant to Section 5.01(c) for the applicable fiscal quarter) and not more than once during the term of this Agreement, elect to increase the maximum Leverage Ratio to 4.00 to 1.00 for an Adjusted Covenant Period in connection with an acquisition that involves the payment of consideration by the Company and/or its Subsidiaries in excess of \$75,000,000.

(iii) ~~(3) consecutive fiscal quarters~~. For purposes of calculations of the Leverage Ratio under this Section 6.10(a), Consolidated Indebtedness shall not include 75% of the principal amount of any mandatorily convertible unsecured bonds, debentures, preferred stock or similar instruments in a principal amount not to exceed \$500,000,000 in the aggregate during the term of this Agreement which are payable in no more than three years (whether by redemption, call option or otherwise) solely in common stock or other common equity interests.

~~Notwithstanding the foregoing, the following changes shall be automatically deemed to be made to Section 6.10(a) on, and with effect as of, the date on which (1) changes that are the substantial equivalent of the following changes are made to the corresponding provisions of both the “LG Facility Agreement” and the “Shelf Agreement”; in each case as defined in the Company’s most recent applicable filings with the SEC and (2) the Administrative Agent shall have received from the Company an executed copy of each such amendment making such conforming changes, in each case such amendment being confirmed by the Company in writing to be effective:~~

~~(I) each of the two references in Section 6.10(a) to “period of three (3) consecutive fiscal quarters” shall be restated in their entirety in each case to read “period commencing with the fiscal quarter in which the applicable acquisition occurs and the four (4) consecutive full fiscal quarters ending thereafter”; and~~

~~(II) the reference in Section 6.10(a) to “during the first of such three (3) fiscal quarters” shall be restated in its entirety to read “during the fiscal quarter in which the applicable acquisition occurs”.~~

(b) Minimum Interest Coverage Ratio. The Company will not permit the ratio (the “Interest Coverage Ratio”), determined as of the last day of each of its fiscal quarters ending on and after June 30, 2022, of (i) Consolidated EBITDA to (ii) Consolidated Interest Expense, in each case for the period of four (4) consecutive fiscal quarters ending with the last day of such fiscal quarter, all calculated for the Company and its Subsidiaries on a consolidated basis, to be less than 3.00 to 1.00.

SECTION 6.11. UK Pensions. The Company will ensure it is not knowingly (including where it ought reasonably to know it is) a party, and will use best endeavors to procure that no Subsidiary is a party, to any act or omission in relation to the Milacron Pension Scheme which has or is reasonably likely to have a Material Adverse Effect (including, without limitation, in relation to the issuance of a contribution notice or financial support direction by the Pensions Regulator for the purposes of the

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United Kingdom Pensions Act 2004 or the exercise of any Criminal Pension Power by the Pensions Regulator or CPS).

SECTION 6.12. Funds for Repayments of Obligations. The Company will not, and will not permit any Subsidiary to, use any cash and cash equivalents derived from, or proceeds from, sales of technologies that could reasonably be used in the development, design, production or manufacturing of cannabis-infused edible products to make any payment, prepayment, repayment, discharge or satisfaction in respect of any of the Obligations (or any portion thereof).

## ARTICLE VII

### Events of Default

SECTION 7.01. Events of Default. If any of the following events (“Events of Default”) shall occur:

(a) any Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement or fail to make a payment pursuant to Article X, in each case when and as the same shall become due and payable and in the Agreed Currency required hereunder, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in ~~clause Section 7.01(a) of this Article~~) payable under this Agreement or any other Loan Document, when and as the same shall become due and payable and in the Agreed Currency required hereunder, and such failure shall continue unremedied for a period of five (5) Business Days;

(c) any representation or warranty made or deemed made by or on behalf of any Borrower or any Subsidiary in this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(d) any Borrower shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02, 5.03 (with respect to any Borrower’s existence), 5.08 or 5.09, in Article VI or in Article X;



(e) any Borrower or any Subsidiary Guarantor, as applicable, shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in ~~clauseSection 7.01(a), (b) or (d) of this Article~~) or any other Loan Document, and such failure shall continue unremedied for a period of thirty (30) days after notice thereof from the Administrative Agent to the Company (which notice will be given at the request of any Lender);

(f) the Company or any Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and

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as the same shall become due and payable, which is not cured within any applicable grace period therefor;

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits, after the expiration of any applicable grace period, and delivery of any applicable required notice, provided in the applicable agreement or instrument under which such Indebtedness was created, the holder or holders of such Material Indebtedness or any trustee or agent on its or their behalf to cause such Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to (i) secured Material Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, (ii) any Material Indebtedness that becomes due as a result of a refinancing thereof permitted by Section 6.01, (iii) any reimbursement obligation in respect of a letter of credit as a result of a drawing thereunder by a beneficiary thereunder in accordance with its terms, (iv) any such Material Indebtedness that is mandatorily prepayable prior to the scheduled maturity thereof with the proceeds of the issuance of capital stock, the incurrence of other Indebtedness or the sale or other disposition of any assets, so long as such Material Indebtedness that has become due is so prepaid in full with such net proceeds required to be used to prepay such Material Indebtedness when due (or within any applicable grace period) and such event shall not have otherwise resulted in an event of default with respect to such Material Indebtedness, (v) any redemption, conversion or settlement of any such Material Indebtedness that is convertible into Equity Interests (and cash in lieu of fractional shares) and/or cash (in lieu of such Equity Interests in an amount determined by reference to the price of the common stock of the Company at the time of such conversion or settlement) in the Company pursuant to its terms unless such redemption, conversion or settlement results from a default thereunder or an event of a type that constitutes an Event of Default, (vi) prepayments required by the terms of Indebtedness as a result of customary provisions in respect of illegality, replacement of lenders and gross-up provisions for Taxes, increased costs, capital adequacy and other similar customary requirements and (vii) any voluntary prepayment, redemption or other satisfaction of Indebtedness that becomes mandatory in accordance with the terms of such Indebtedness solely as the result of the Company or any Subsidiary delivering a prepayment, redemption or similar notice with respect to such prepayment, redemption or other satisfaction;

(h) (1) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Company or any Material Subsidiary or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect (including, without limitation, any applicable provisions or any corporations legislation) or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company or any Material Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered, (2) a UK Insolvency Event shall occur in respect of any UK Relevant Entity or (3) a German Insolvency Event shall occur in respect of any German Borrower;

(i) the Company or any Material Subsidiary (other than any UK Relevant Entity or German Borrower) shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect (including, without limitation, any applicable provisions or any corporations legislation), (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in

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~~clauseSection 7.01(h) of this Article~~, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company or any Material Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(j) the Company or any Material Subsidiary shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(k) judgments or orders for the payment of money in excess of \$75,000,000 in the aggregate (net of any amounts that are covered by a valid and binding policy of insurance between the defendant and the insurer covering payment thereof and as to which such insurer, which shall be rated at least "A" by A.M. Best Company, has been notified of, and has not disputed the claim made for payment of, the amount of such judgment or order) shall be rendered against the Company or any of its Subsidiaries and remain undischarged or unpaid and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (ii) there shall be any period of 60 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect;

(l) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, would reasonably be expected to result in a Material Adverse Effect;

(m) the Company or any of its Subsidiaries shall have been notified that any of them has, in relation to the Milacron Pension Scheme, incurred a debt or other liability under section 75 or 75A of the United Kingdom Pensions Act 1995, or has been issued with a contribution notice or financial support direction (as those terms are defined in the United Kingdom Pensions Act 2004) or has been subject to the exercise of any Criminal Pension Power, or otherwise is determined by a Governmental Authority to be liable to pay any other amount in respect of the Milacron Pension Scheme, in each case that would reasonably be expected to result in a Material Adverse Effect;

(n) a Change in Control shall occur; ~~or~~

(o) any material provision of the Subsidiary Guaranty for any reason (other than the release of any Subsidiary Guarantor permitted under this Agreement or any other Loan Document) ceases to be valid, binding and enforceable in accordance with its terms (or any Subsidiary Guarantor shall challenge the enforceability of the Subsidiary Guaranty or shall assert in writing, or engage in any action or inaction based on any such assertion, that any provision of the Subsidiary Guaranty has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms); or

(p) any Collateral Document shall for any reason fail to create a valid and perfected first priority security interest in any material portion of the Collateral purported to be covered thereby (in each case unless any such loss of perfection or priority results solely from (i) the Administrative Agent no longer having possession of any certificates, promissory notes or other instruments actually received by it representing possessory collateral pledged under the Collateral Documents or (ii) the UCC continuation statements not being filed in a timely manner), except as permitted by the terms of any Loan Document;



then, and in every such event (other than an event with respect to any Borrower described in ~~clause Section 7.01(h) or (i) of this Article~~), and at any time thereafter during the continuance of such event, the Administrative Agent may with the consent of the Required Lenders, and shall at the request of the Required Lenders, by notice to the Company, take any or all of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other Obligations of the Borrowers accrued hereunder and under the other Loan Documents, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers and (iii) require that the Company provide cash collateral as required in Section 2.06(j); and in case of any event with respect to any Borrower described in ~~clause Section 7.01(h) or (i) of this Article~~, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other Obligations accrued hereunder and under the other Loan Documents, shall automatically become due and payable, and the obligations of the Company to cash collateralize the LC Exposure as provided in clause (iii) above shall automatically become effective, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers. ~~Subject to the foregoing with respect to Term Loan Commitments before the Term Loan Funding Date, upon~~ Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and at the request of the Required Lenders shall, exercise any rights and remedies provided to the Administrative Agent under the Loan Documents or at law or equity.

During the Collateral Period, upon the occurrence and during the continuance of an Event of Default, and upon written notice to the Company, in addition to any other rights and remedies granted to the Administrative Agent and the Lenders in the Loan Documents, the Administrative Agent on behalf of the Lenders may exercise all rights and remedies of a secured party under the UCC or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Loan Party or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived by the Company on behalf of itself and its Subsidiaries), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, or consent to the use by any Domestic Loan Party of any cash collateral arising in respect of the Collateral on such terms as the Administrative Agent deems reasonable, and/or may forthwith sell, lease, assign give an option or options to purchase or otherwise dispose of and deliver, or acquire by credit bid on behalf of the Secured Parties, the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery, all without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Domestic Loan Party, which right or equity is hereby waived and released by the Company on behalf of itself and its Subsidiaries. The Company further agrees on behalf of itself and its Subsidiaries, at the Administrative Agent's written request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at the premises of the Company, another Domestic Loan Party or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Article VII, after deducting all reasonable costs and expenses of every kind

incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any other way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Secured Obligations, in such order as set forth in Section 7.02, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including Section 9-615(a)(3) of the UCC, need the Administrative Agent account for the surplus, if any, to any Domestic Loan Party. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

SECTION 7.02. Application of Payments. During the Collateral Period, notwithstanding anything herein to the contrary, and subject to the terms and conditions of the Pari Passu Intercreditor Agreement, following the occurrence and during the continuance of an Event of Default, and notice thereof to the Administrative Agent by the Company or the Required Lenders:

(a) proceeds of Collateral received on account of the Secured Obligations shall, subject to Section 2.24, be applied by the Administrative Agent as follows:

(i) first, to payment of that portion of the Secured Obligations constituting fees, indemnities, expenses and other amounts payable to the Administrative Agent (including fees and disbursements and other charges of counsel to the Administrative Agent payable under Section 9.03 and amounts pursuant to Section 2.12(d) payable to the Administrative Agent in its capacity as such);

(ii) second, to payment of that portion of the Secured Obligations constituting fees, expenses, indemnities and other amounts (other than principal, reimbursement obligations in respect of LC Disbursements, interest and Letter of Credit fees) payable to the Lenders, the Issuing Banks and the other Secured Parties (including fees and disbursements and other charges of counsel to the Lenders and the Issuing Banks payable under Section 9.03) arising under the Loan Documents, ratably among them in proportion to the respective amounts described in this clause (ii) payable to them;

(iii) third, to payment of that portion of the Secured Obligations constituting accrued and unpaid Letter of Credit fees and charges and interest on the Loans and unreimbursed LC Disbursements, ratably among the Lenders and the Issuing Banks in proportion to the respective amounts described in this clause (iii) payable to them;

(iv) fourth, (A) to payment of that portion of the Secured Obligations constituting unpaid principal of the Loans and unreimbursed LC Disbursements, (B) to cash collateralize that portion of LC Exposure comprising the undrawn amount of Letters of Credit to the extent not otherwise cash collateralized by the Company pursuant to Section 2.06 or 2.24; provided that (x) any such amounts applied pursuant to subclause (B) above shall be paid to the Administrative Agent for the account of the Issuing Banks to cash collateralize Secured Obligations in respect of Letters of Credit, (y) subject to Section 2.06 or 2.24, amounts used to cash collateralize the aggregate amount of Letters of Credit pursuant to this clause (iv) shall be used to satisfy drawings under such Letters of Credit as they occur and

(z) upon the expiration of any Letter of Credit (without any pending drawings), the pro rata share of cash collateral shall be distributed to the other Secured Obligations, if any, in the order set forth in this Section 7.02 and (C) to any other amounts owing with respect to Banking Services Obligations

and Swap Obligations, in each case, ratably among the Lenders and the Issuing Banks and any other applicable Secured Parties in proportion to the respective amounts described in this clause (iv) payable to them;

(v) fifth, to the payment in full of all other Secured Obligations, in each case ratably among the Administrative Agent, the Lenders, the Issuing Banks and the other Secured Parties based upon the respective aggregate amounts of all such Secured Obligations owing to them in accordance with the respective amounts thereof then due and payable; and

(vi) finally, the balance, if any, after all Secured Obligations have been indefeasibly paid in full, to the Company or as otherwise required by law; and

(b) if any amount remains on deposit as cash collateral after all Letters of Credit have either been fully drawn or expired (without any pending drawings), such remaining amount shall be applied to the other Secured Obligations, if any, in the order set forth above.

SECTION 7.03. Restrictions on Certain Amendments. Notwithstanding anything to the contrary in this Agreement, no amendment, modification or waiver to this Agreement shall (i) change the payment waterfall provisions of Section 7.02 without the written consent of each Lender, (ii) except as provided in Section 8.04(d) or in any Collateral Document, release all or substantially all of the Collateral, without the written consent of each Lender, (iii) change any of the provisions of this Section 7.03 without the written consent of each Lender or (iv) subordinate the Lien on a material portion of the Collateral, taken as a whole, securing the Secured Obligations to the Lien securing any other Indebtedness (other than any Lien permitted pursuant to Section 6.01(e), (f), (h), (i), (v) or (bb)), without the written consent of each Lender directly affected thereby (provided that no such Lender's consent shall be required pursuant to this Section 7.03(iv) if such Lender is offered a reasonable, bona fide opportunity to participate on a pro rata basis in any priming indebtedness (including any fees payable in connection therewith) permitted to be issued as a result of such waiver, amendment or modification).

## ARTICLE VIII

### The Administrative Agent

#### SECTION 8.01. General Matters.

(a) Each of the Lenders and the Issuing Banks hereby irrevocably appoints JPMorgan Chase Bank, N.A. as its agent and authorizes the Administrative Agent to take such actions on its behalf, including execution of the other Loan Documents, and to exercise such powers as are delegated to the Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto. Further, each of the Lenders and the Issuing Bank, on behalf of itself and any of its Affiliates that are Secured Parties, hereby irrevocably empower and authorize JPMorgan Chase Bank, N.A. (in its capacity as Administrative Agent) to execute and deliver the Collateral Documents and all related documents or instruments as shall be necessary or appropriate to effect the purposes of the Collateral Documents. In addition, to the

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extent required under the laws of any jurisdiction other than within the United States, each Lender and the Issuing Bank hereby grants to the Administrative Agent any required powers of attorney to execute and enforce any Collateral Document governed by the laws of such jurisdiction on such Lender's or the Issuing Bank's behalf. The provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders (including the Swingline Lender and the Issuing Banks), and except to the extent the Company and any Loan Party has any express rights under this Article, neither the Company nor any other Loan Party 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" as used herein or in any other Loan Documents (or any 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 independent contracting parties.

(b) The bank 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 such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Company or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent hereunder.

(c) The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (i) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (ii) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02), and (iii) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Company or any of its Subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02) or in the absence of its own gross negligence or willful misconduct as determined by a final nonappealable judgment of a court of competent jurisdiction. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Company or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection with any Loan Document, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document ~~or~~ (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document (including, for the avoidance of doubt, in connection with the Administrative Agent's reliance on any Electronic Signature transmitted by telecopy, emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page), other than to confirm receipt of items expressly required to be delivered to the Administrative Agent or (vi) the creation, perfection or priority of Liens on the Collateral or the existence of the Collateral

(d) The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or

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other writing believed by it to be genuine and to have been signed or sent 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 be made by the proper Person, and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (who may be counsel for the Company), 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.

( e ) The Administrative Agent may perform any and all of its duties and exercise its rights and powers 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 through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as their respective activities as the Administrative Agent.

(f) Subject to the appointment and acceptance of a successor Administrative Agent as provided in this paragraph, the Administrative Agent may resign at any time by notifying the Lenders, the Issuing Banks and the Company. Upon any such resignation, the Required Lenders shall have the right (with the consent of the Company (such consent not to be unreasonably withheld or delayed), provided that no consent of the Company shall be required if an Event of Default under ~~clauses~~Section 7.01(a), (b), (h), (i) or (j) ~~of Article VII~~ has occurred and is continuing) to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, (i) such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder; provided that, solely for purposes of maintaining any security interest granted to the Administrative Agent under any Collateral Document for the benefit of the Secured Parties, the retiring Administrative Agent shall continue to be vested with such security interest as collateral agent for the benefit of the Secured Parties, and continue to be entitled to the rights set forth in such Collateral Document and Loan Document, and, in the case of any Collateral in the possession of the Administrative Agent, shall continue to hold such Collateral, in each case until such time as a successor Administrative Agent is appointed and accepts such appointment in accordance with this Section (it being understood and agreed that the retiring Administrative Agent shall have no duty or obligation to take any further action under any Collateral Document, including any action required to maintain the perfection of any such security interest) and (ii) the Required Lenders shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent. The fees payable by any Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between such Borrower and such successor. After the Administrative Agent's resignation hereunder, the provisions of this Article and Section 9.03 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent and in respect of the matters referred to in the proviso under clause (i) above.

(g) Each Lender and each Issuing Bank represents and warrants that (i) the Loan Documents set forth the terms of a commercial lending facility, (ii) it is engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable to such Lender or such Issuing Bank, in each case in the ordinary course of business, and not for the purpose of

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purchasing, acquiring or holding any other type of financial instrument (and each Lender and each Issuing Bank agrees not to assert a claim in contravention of the foregoing), (iii) it has, independently and without reliance upon the Administrative Agent, any Arranger, or any other Lender or any other Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold Loans hereunder and (iv) it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender or such Issuing Bank, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities. Each Lender and each Issuing Bank also acknowledges that it will, independently and without reliance upon the Administrative Agent, any Arranger or any other Lender or any other Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information (which may contain material, non-public information within the meaning of the United States securities laws concerning the Company and its Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

( h ) None of the Lenders, if any, identified in this Agreement as a Co-Syndication Agent or Co-Documentation Agent shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of such Lenders shall have or be deemed to have a fiduciary relationship with any Lender. Each Lender hereby makes the same acknowledgments with respect to the relevant Lenders in their respective capacities as Co-Syndication Agents or Co-Documentation Agents, as applicable, as it makes with respect to the Administrative Agent in the preceding paragraph.

( i ) The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Administrative Agent) authorized to act for, any other Lender. The Administrative Agent shall have the exclusive right on behalf of the Lenders to enforce the payment of the principal of and interest on any Loan after the date such principal or interest has become due and payable pursuant to the terms of this Agreement.

(j)

(i) Each Lender hereby agrees that (x) if the Administrative Agent notifies such Lender that the Administrative Agent has determined in its sole discretion that any funds received by such Lender from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "Payment") were erroneously transmitted to such Lender (whether or not known to such Lender), and demands the return of such Payment (or a portion thereof), such Lender shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to

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any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Lender under this Section 8.01(j) shall be conclusive, absent manifest error.

( i i ) Each Lender hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a "Payment Notice") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as

to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(iii) The Company and each other Loan Party hereby agrees that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Company or any other Loan Party, 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 Company or any other Loan Party for the purpose of satisfying an Obligation.

(iv) Each party's obligations under this Section 8.01(j) shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

(k) The Administrative Agent is authorized to enter into the Pari Passu Intercreditor Agreement and the Secured Parties party hereto or otherwise receiving the benefits of any Loan Documents acknowledge that the Pari Passu Intercreditor Agreement is binding upon them. Each Secured Party hereby (a) agrees that it will be bound by, and will not take any action contrary to, the provisions of the Pari Passu Intercreditor Agreement and (b) authorizes and instructs the Administrative Agent to enter into the Pari Passu Intercreditor Agreement and to subject the Liens on the Collateral securing the Secured Obligations to the provisions thereof. The foregoing provisions are intended as an inducement to the Secured Parties to extend credit to the Borrowers, and the Secured Parties are intended third-party beneficiaries of such provisions and the provisions of the Intercreditor Agreement.

(l) As to any matters not expressly provided for herein and in the other Loan Documents (including enforcement or collection), the Administrative Agent shall not be required

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to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, pursuant to the terms in the Loan Documents), and, unless and until revoked in writing, such instructions shall be binding upon each Lender and each Issuing Bank; provided, however, that the Administrative Agent shall not be required to take any action that (i) the Administrative Agent in good faith believes exposes it to liability unless the Administrative Agent receives an indemnification and is exculpated in a manner satisfactory to it from the Lenders and the Issuing Banks with respect to such action or (ii) is contrary to this Agreement or any other Loan Document or applicable law, including any action that may be in violation of the automatic stay under any requirement of law relating to bankruptcy, insolvency or reorganization or relief of debtors or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any requirement of law relating to bankruptcy, insolvency or reorganization or relief of debtors; provided, further, that the Administrative Agent may seek clarification or direction from the Required Lenders prior to the exercise of any such instructed action and may refrain from acting until such clarification or direction has been provided. Except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Company, any Subsidiary or any Affiliate of any of the foregoing that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity. Nothing in this Agreement shall require the Administrative Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(m) In performing its functions and duties hereunder and under the other Loan Documents, the Administrative Agent is acting solely on behalf of the Lenders and the Issuing Banks (except in limited circumstances expressly provided for herein relating to the maintenance of the Register), and its duties are entirely mechanical and administrative in nature. Without limiting the generality of the foregoing:

(i) the Administrative Agent does not assume and shall not be deemed to have assumed any obligation or duty or any other relationship as the agent, fiduciary or trustee of or for any Lender, any Issuing Bank or any other Secured Party other than as expressly set forth herein and in the other Loan Documents, regardless of whether a Default or an Event of Default has occurred and is continuing (and it is understood and agreed that the use of the term "agent" (or any similar term) herein or in any other Loan Document with reference to the Administrative Agent is not intended to connote any fiduciary duty or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties); additionally, each Lender agrees that it will not assert any claim against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement and/or the transactions contemplated hereby;

(ii) where the Administrative Agent is required or deemed to act as a trustee in respect of any Collateral over which a security interest has been created pursuant to a Loan Document expressed to be governed by the laws of any jurisdiction other than the United States of America, or is required or deemed to

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hold any Collateral "on trust" pursuant to the foregoing, the obligations and liabilities of the Administrative Agent to the Secured Parties in its capacity as trustee shall be excluded to the fullest extent permitted by applicable law; and

(iii) nothing in this Agreement or any Loan Document shall require the Administrative Agent to account to any Lender for any sum or the profit element of any sum received by the Administrative Agent for its own account.

(n) In case of the pendency of any proceeding with respect to any Loan Party under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, the Administrative Agent (irrespective of whether the principal of any Loan or any reimbursement obligation in respect of any LC Disbursement 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 Loan Party) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, LC Disbursements and all other 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 Banks and the Administrative Agent (including any claim under Sections 2.12, 2.13, 2.15, 2.17 and 9.03) allowed in such judicial proceeding; and

(ii) 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 proceeding is hereby authorized by each Lender, each Issuing Bank and each other Secured Party 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, the Issuing Banks or the other Secured Parties, to pay to the Administrative Agent any amount due to it, in its capacity as the Administrative Agent, under the Loan Documents (including under Section 9.03). Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or any Issuing Bank any plan of reorganization, arrangement, adjustment or composition affecting the Secured Obligations or the rights of any Lender or the Issuing Bank or to authorize the Administrative Agent to vote in respect of the claim of any Lender or the Issuing Bank in any such proceeding.

SECTION 8.02. Posting of Communications.

(a) The Borrowers agree that the Administrative Agent may, but shall not be obligated to, make any Communications available to the Lenders and the Issuing Banks by posting the Communications on IntraLinks™, DebtDomain, SyndTrak, ClearPar or any other electronic platform chosen by the Administrative Agent to be its electronic transmission system (the “Approved Electronic Platform”).

(b) Although the Approved Electronic Platform and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent from time to time (including, as of the Effective Date, a user ID/password authorization system) and the Approved Electronic Platform is secured through a per-deal authorization method whereby each user may access the Approved Electronic Platform only on a deal-by-deal basis,

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each of the Lenders, the Issuing Banks and the Borrowers acknowledges and agrees that the distribution of material through an electronic medium is not necessarily secure, that the Administrative Agent is not responsible for approving or vetting the representatives or contacts of any Lender that are added to the Approved Electronic Platform, and that there may be confidentiality and other risks associated with such distribution. Each of the Lenders, the Issuing Banks and the Borrowers hereby approves distribution of the Communications through the Approved Electronic Platform and understands and assumes the risks of such distribution.

(c) THE APPROVED ELECTRONIC PLATFORM AND THE COMMUNICATIONS ARE PROVIDED “AS IS” AND “AS AVAILABLE”. THE APPLICABLE PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS, OR THE ADEQUACY OF THE APPROVED ELECTRONIC PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE APPROVED ELECTRONIC PLATFORM AND THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE APPLICABLE PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE APPROVED ELECTRONIC PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT, ANY LOAN PARTY, ANY ARRANGER, ANY CO-SYNDICATION AGENT, ANY CO-DOCUMENTATION AGENT OR ANY OF THEIR RESPECTIVE RELATED PARTIES (COLLECTIVELY, “APPLICABLE PARTIES”) HAVE ANY LIABILITY TO ANY LOAN PARTY, ANY LENDER, ANY ISSUING BANK OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF ANY LOAN PARTY’S OR THE ADMINISTRATIVE AGENT’S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET OR THE APPROVED ELECTRONIC PLATFORM EXCEPT TO THE EXTENT OF DIRECT AND ACTUAL DAMAGES AS ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF THE APPLICABLE PARTIES; PROVIDED THAT NOTHING IN THIS SENTENCE SHALL LIMIT THE COMPANY’S INDEMNITY OBLIGATIONS TO ANY INDEMNITEE UNDER SECTION 9.03 IN RESPECT OF CLAIMS MADE BY THIRD PARTIES FOR ANY DIRECT OR INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES.

(d) Each Lender and each Issuing Bank agrees that notice to it (as provided in the next sentence) specifying that Communications have been posted to the Approved Electronic Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Loan Documents. Each Lender and each Issuing Bank agrees (i) to notify the Administrative Agent in writing (which could be in the form of electronic communication) from time to time of such Lender’s or such Issuing Bank’s (as applicable) email address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such email address.

(e) Each of the Lenders, the Issuing Banks and the Borrowers agree that the Administrative Agent may, but (except as may be required by applicable law) shall not be obligated to, store the Communications on the Approved Electronic Platform in accordance with the Administrative Agent’s generally applicable document retention procedures and policies.

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(f) Nothing herein shall prejudice the right of the Administrative Agent, any Lender or any Issuing Bank to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

SECTION 8.03. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, and the Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Company or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of the Plan Asset Regulations) of one or more Benefit Plans in connection with 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 sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, and the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents or any of their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Company or any other Loan Party, that none of the Administrative Agent, or the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents or any of their respective Affiliates is a fiduciary with respect to the Collateral or the assets of such Lender (including in connection with

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the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

(c) The Administrative Agent and each Arranger, Co-Syndication Agent and Co-Documentation Agent hereby informs the Lenders that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments, this Agreement and any other Loan Documents, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, commitment fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent fees or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

#### SECTION 8.04. Collateral Matters during Collateral Period.

(a) Except with respect to the exercise of setoff rights in accordance with Section 9.08 or with respect to a Secured Party's right to file a proof of claim in an insolvency proceeding, no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any Guarantee of the Secured Obligations, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Administrative Agent on behalf of the Secured Parties in accordance with the terms thereof. In its capacity, the Administrative Agent is a "representative" of the Secured Parties within the meaning of the term "secured party" as defined in the UCC. In the event that any Collateral is hereafter pledged by any Person as collateral security for the Secured Obligations, the Administrative Agent is hereby authorized, and hereby granted a power of attorney, to execute and deliver on behalf of the Secured Parties any Loan Documents necessary or appropriate to grant and perfect a Lien on such Collateral in favor of the Administrative Agent on behalf of the Secured Parties. The Lenders hereby authorize the Administrative Agent, at its option and in its discretion, to release any Lien granted to or held by the Administrative Agent upon any Collateral (i) as described in Section 8.04(d); (ii) as permitted by, but only in accordance with, the terms of the applicable Loan Document; or (iii) if approved, authorized or ratified in writing by the Required Lenders, unless such release is required to be approved by all of the Lenders hereunder. Upon request by the Administrative Agent at any time, the Lenders will confirm in writing the Administrative Agent's authority to release particular types or items of Collateral pursuant hereto. Upon any sale or transfer of assets constituting Collateral which is permitted pursuant to the terms of any Loan Document, or consented to in writing by the Required Lenders or all of the Lenders, as applicable, the Administrative Agent shall (and is hereby irrevocably authorized by the Lenders to) execute such documents as may be reasonably requested in writing by the Company to evidence the release of the Liens granted to the Administrative Agent for the benefit of the Secured Parties herein or pursuant hereto upon the Collateral that was sold or transferred; provided, however, that (i) the Administrative Agent shall not be required to execute any such document on terms which, in the Administrative Agent's reasonable opinion, would expose the Administrative Agent to liability or create any obligation or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Secured Obligations or any Liens upon (or obligations of the Loan Parties in respect of) all

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interests retained by any Loan Party, including (without limitation) the proceeds of the sale, all of which shall continue to constitute part of the Collateral. Any execution and delivery by the Administrative Agent of documents in connection with any such release shall be without recourse to or warranty by the Administrative Agent.

(b) In furtherance of the foregoing and not in limitation thereof, no Banking Services Agreement or Swap Agreement will create (or be deemed to create) in favor of any Secured Party that is a party thereto any rights in connection with the management or release of any Collateral or of the obligations of any Loan Party under any Loan Document. By accepting the benefits of the Collateral, each Secured Party that is a party to any such Banking Services Agreement or Swap Agreement, as applicable, shall be deemed to have appointed the Administrative Agent to serve as administrative agent and collateral agent under the Loan Documents and agreed to be bound by the Loan Documents as a Secured Party thereunder, subject to the limitations set forth in this paragraph.

(c) The Secured Parties irrevocably authorize the Administrative Agent to, and the Administrative Agent shall, at the reasonable request of the Company (x) subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.01(e), (f), (h), (i), (v) or (bb), or (y) in the event that the Company shall have advised the Administrative Agent that, notwithstanding the use by the Company of commercially reasonable efforts to obtain the consent of such holder (but without the requirement to pay any sums to obtain such consent) to permit the Administrative Agent to retain its liens (on a subordinated basis as contemplated by clause (x) above), the holder of such other Indebtedness requires, as a condition to the extension of such credit, that the Liens on such assets granted to or held by the Administrative Agent under any Loan Document be released, to release the Administrative Agent's Liens on such assets. The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders or any other Secured Party for any failure to monitor or maintain any portion of the Collateral.

(d) The Lenders hereby irrevocably authorize the Administrative Agent, and the Administrative Agent shall, at the reasonable request of the Company, release any Liens granted to the Administrative Agent by the Loan Parties on any Collateral (i) upon the termination of all the Commitments, payment and satisfaction in full in cash of all Secured Obligations (other than Swap Obligations not yet due and payable, Banking Services Obligations not yet due and payable, indemnities and other contingent obligations not then due and payable and as to which no claim has been made, and other than Letters of Credit that have been cash collateralized in accordance with the provisions of the Credit Agreement or with respect to which other arrangements have been made that are satisfactory to the applicable Issuing Bank), (ii) if such Collateral constitutes property being sold or disposed of and upon such Collateral constituting an Excluded Asset (other than to the extent resulting from a transaction in which a wholly-owned Subsidiary becomes a non-wholly owned Subsidiary, unless such Equity Interests are sold to



a non-Affiliate for bona fide business reasons), (iii) if such Collateral constitutes property leased to the Company or any Subsidiary under a lease which has expired or been terminated in a transaction permitted under this Agreement, or (iv) as required to effect any sale or other disposition of such Collateral in connection with any exercise of remedies of the Administrative Agent and the Lenders pursuant to Article VII. Furthermore, the Liens granted on the Collateral shall be released automatically pursuant to clause (i), (ii) and (iii) above. Any such release shall not in any

manner discharge, affect, or impair the Secured Obligations or any Liens (other than those expressly being released) upon (or obligations of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

(c) The Loan Parties are express third-party beneficiaries of this Section 8.04.

**SECTION 8.05. Credit Bidding.** The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Secured Obligations (including by accepting some or all of the Collateral in satisfaction of some or all of the Secured Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar laws in any other jurisdictions to which a Loan Party is subject, or (b) at any other sale, foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Secured Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid by the Administrative Agent at the direction of the Required Lenders on a ratable basis (with Secured Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that shall vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) for the asset or assets so purchased (or for the equity interests or debt instruments of the acquisition vehicle or vehicles that are issued in connection with such purchase). In connection with any such bid, (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles and to assign any successful credit bid to such acquisition vehicle or vehicles, (ii) each of the Secured Parties' ratable interests in the Secured Obligations which were credit bid shall be deemed without any further action under this Agreement to be assigned to such vehicle or vehicles for the purpose of closing such sale, (iii) the Administrative Agent shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (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, and the governing documents shall provide for, control by the vote of the Required Lenders or their permitted assignees under the terms of this Agreement or the governing documents of the applicable acquisition vehicle or vehicles, as the case may be, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 9.02 of this Agreement), (iv) the Administrative Agent on behalf of such acquisition vehicle or vehicles shall be authorized to issue to each of the Secured Parties, ratably on account of the relevant Secured Obligations which were credit bid, interests, whether as equity, partnership interests, limited partnership interests or membership interests, in any such acquisition vehicle and/or debt instruments issued by such acquisition vehicle, all without the need for any Secured Party or acquisition vehicle to take any further action, and (v) to the extent that Secured Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Secured Obligations assigned to the acquisition vehicle exceeds the amount of Secured Obligations credit bid by the acquisition vehicle or otherwise), such Secured Obligations shall automatically be reassigned to the Secured Parties pro rata with their original interest in such Secured Obligations and the equity interests and/or debt instruments issued by any acquisition vehicle on account of such Secured Obligations shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action. Notwithstanding that the ratable portion of

the Secured Obligations of each Secured Party are deemed assigned to the acquisition vehicle or vehicles as set forth in clause (ii) above, each Secured Party shall execute such documents and provide such information regarding the Secured Party (and/or any designee of the Secured Party which will receive interests in or debt instruments issued by such acquisition vehicle) as the Administrative Agent may reasonably request in connection with the formation of any acquisition vehicle, the formulation or submission of any credit bid or the consummation of the transactions contemplated by such credit bid.

## ARTICLE IX

### Miscellaneous

**SECTION 9.01. Notices.** (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below) or as otherwise permitted pursuant to Section 5.01 or 5.02, 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 telecopy, as follows:

(i) if to any Borrower, to it c/o Hillenbrand, Inc., One Batesville Boulevard, Batesville, Indiana 47006 Attention of Theodore S. Haddad, Jr., Vice President and Treasurer (Telecopy No. 812-931-5209; Telephone No. 812-934-7251);

(ii) if to the Administrative Agent, (A) in the case of Borrowings in Dollars and Canadian Dollars, to JPMorgan Chase Bank, N.A., 10 South Dearborn, Floor L2, Suite IL1-0480, Chicago, Illinois 60603, Attention of Charitra Shetty (Telecopy No. (844) 490-5663; charitra.shetty@chase.com with a copy to jpm.agency.cri@chase.com and jpm.agency.servicing.1@jpmorgan.com), (B) in the case of Borrowings in any Foreign Currency (other than Canadian Dollars), to JPMorgan Chase Bank, N.A., London Branch, 25 Bank Street, Canary Wharf, London E14 5JP, Attention of The Manager, Loan & Agency Services (Telecopy No. (214) 291-4365; email european.loan.operations@jpmorgan.com) and (C) for all other notices, to JPMorgan Chase Bank, N.A., 10 South Dearborn Street, 9<sup>th</sup> Floor, Chicago, Illinois 60603, Attention of Christopher Salek (Telecopy No. (312) 429-4503);

(iii) if to JPMorgan Chase Bank, N.A. in its capacity as an Issuing Bank, to it at JPMorgan Chase Bank, N.A., 10 South Dearborn, Floor L2, Suite IL1-0480, Chicago, Illinois 60603, Attention of LC Agency Team (Telecopy No. (856) 294-5267; Chicago.lc.agency.activity.team@jpmchase.com with a copy to charitra.shetty@chase.com);

(iv) if to the Swingline Lender, (A) in the case of Swingline Loans denominated in Dollars or in Canadian Dollars, to JPMorgan Chase Bank, N.A., 10 South Dearborn, Floor L2, Suite IL1-0480, Chicago, Illinois 60603, Attention of Charitra Shetty (Telecopy No. (844) 490-5663; charitra.shetty@chase.com with a copy to jpm.agency.cri@chase.com and jpm.agency.servicing.1@jpmorgan.com) and (B) in the case of Swingline Loans denominated in euro to JPMorgan Chase Bank, N.A., London Branch, 25 Bank Street, Canary Wharf, London E14 5JP, Attention of The Manager, Loan & Agency Services (Telecopy No. (214) 291-4365; email european.loan.operations@jpmorgan.com); and

- (v) if to any other Lender or Issuing Bank, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by 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 Approved Electronic Platforms, to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).

(b) Except as otherwise permitted pursuant to Section 5.01 or 5.02, notices and other communications to the Lenders and the Issuing Banks hereunder may be delivered or furnished by using Approved Electronic Platforms pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Company 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.

(c) 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 or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient.

- (d) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto.

SECTION 9.02. Waivers; Amendments. (a) No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

- (b) Except as provided in Section 2.20 (with respect to an Incremental Term Loan Amendment or an additional Commitment), or in Section 2.25 (with respect to the extension of any Applicable Maturity Date), or as provided in Section 2.14(b) and Section 2.14(c), neither this

Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders or by the Borrowers and the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender, (ii) reduce the principal amount of any Loan or LC Disbursement owed to a Lender (including, without limitation, reduce the principal amount of any Term A-1 Loan due on any Term A-1 Loan Installment Date or reduce the principal amount of any Term A-2 Loan due on any Term A-2 Loan Installment Date) or reduce the rate of interest thereon, or reduce any fees payable to a Lender hereunder, without the written consent of such Lender; provided that (x) neither (1) any amendment to the financial covenants or financial covenant definitions in this Agreement or (2) any amendment entered into pursuant to the terms of Section 2.14(b), (c) or (d) shall constitute a reduction in the rate of interest or fees for purposes of this clause (ii) even if the effect of such amendment would be to reduce the rate of interest on any Loan or any LC Disbursement or to reduce any fee payable hereunder and (y) that only the consent of the Required Lenders shall be necessary to reduce or waive any obligation of the Borrowers to pay interest or fees at the applicable default rate set forth in Section 2.13(e), (iii) postpone the scheduled date of payment of the principal amount of any Loan or LC Disbursement (including, without limitation, any Term A-1 Loan Installment Date or any Term A-2 Loan Installment Date) owed to a Lender, or any interest thereon, or any fees payable to a Lender hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment of a Lender, without the written consent of such Lender (other than with respect to the matters set forth in clauses (ii)(x) and (ii)(y) above), (iv) change Section 2.09(c) or Section 2.18(b) or (d) in a manner that would alter the ratable reduction of Commitments or the pro rata sharing of payments required thereby, without the written consent of each Lender (it being understood that, solely with the consent of the parties prescribed by Section 2.20 to be parties to an Incremental Term Loan Amendment, Incremental Term Loans may be included in Section 2.20 on substantially the same basis as the Revolving Loans are included immediately prior to such Incremental Term Loan Amendment), (v) (x) waive any condition set forth in Section 4.02 in respect of the making of a Revolving Loan without the written consent of the Required Revolving Lenders ~~or~~ (y) waive any condition set forth in Section 4.02 in respect of the making of a Term A-1 Loan without the written consent of the Required Term A-1 Lenders (it being understood and agreed that any amendment or waiver of, or any consent with respect to, any provision of this Agreement (other than any waiver expressly relating to Section 4.02) or any other Loan Document, including any amendment of any affirmative or negative covenant set forth herein or in any other Loan Document or any waiver of a Default or an Event of Default, shall not be deemed to be a waiver of a condition set forth in Section 4.02 for purposes of this Section 9.02) or (z) waive any condition set forth in Section 4.02 in respect of the making of a Term A-2 Loan without the written consent of the Required Term A-2 Lenders (it being understood and agreed that any amendment or waiver of, or any consent with respect to, any provision of this Agreement (other than any waiver expressly relating to Section 4.02) or any other Loan Document, including any amendment of any affirmative or negative covenant set forth herein or in any other Loan Document or any waiver of a Default or an Event of Default, shall not be deemed to be a waiver of a condition set forth in Section 4.02 for purposes of this Section 9.02), (vi) change any of the provisions of this Section or the definition of "Required Lenders", "Required Revolving Lenders", "Required Term A-1 Lenders", "Required Term A-2 Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender (or each Lender of such Class, as applicable) (it being understood that, solely with the consent of the parties prescribed by Section 2.20 to be parties to an Incremental Term Loan Amendment, Incremental Term Loans may be included in the

determination of Required Lenders on substantially the same basis as the Commitments and the Loans are included immediately prior to such Incremental Term Loan Amendment), or (vii) release the Company from its obligations under Article X or, except as permitted by Section 9.14, all or substantially all of the Subsidiary Guarantors from their obligations under the Subsidiary Guaranty, in each case without the written consent of each Lender; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, any Issuing Bank or the Swingline Lender hereunder without the prior written consent of the Administrative Agent, such Issuing Bank or the Swingline Lender, as the case may be.

(c) Notwithstanding the foregoing, this Agreement and any other Loan Document may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrowers (x) to add one or more credit facilities (in addition to the Incremental Term Loans pursuant to an Incremental Term Loan Amendment) to this Agreement and to permit extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Revolving Loans, the Term Loans, Incremental Term Loans and the accrued interest and fees in respect thereof and (y) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders and Lenders.

(d) If, in connection with any proposed amendment, waiver or consent requiring the consent of “each Lender” or “such Lender,” the consent of the Required Lenders is obtained, but the consent of other necessary Lenders is not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a “Non-Consenting Lender”), then the Company may elect to replace a Non-Consenting Lender as a Lender party to this Agreement, provided that, concurrently with such replacement, (i) another bank or other entity which is reasonably satisfactory to the Company and the Administrative Agent shall agree, as of such date, to purchase for cash the Loans and other Obligations due to the Non-Consenting Lender pursuant to an Assignment and Assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date and to comply with the requirements of clause (b) of Section 9.04, (ii) each Borrower shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (1) all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by such Borrower hereunder to and including the date of termination, including without limitation payments due to such Non-Consenting Lender under Sections 2.15, 2.17 and 2.17A, and (2) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 2.16 had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender and (iii) such Non-Consenting Lender shall have received the outstanding principal amount of its Loans and participations in LC Disbursements. Each party hereto agrees that (i) an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Company, the Administrative Agent and the assignee (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and such parties are participants), and (ii) 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.

(e) Notwithstanding anything herein to the contrary, as to any amendment or amendment and restatement otherwise approved in accordance with this Section, it shall not be necessary to obtain the consent or approval of any Lender that, upon giving effect to such

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amendment or amendment and restatement, would have no Commitment or outstanding Loans so long as such Lender receives payment in full of the principal of and interest accrued on each Loan made by, and all other amounts owing to, such Lender or accrued for the account of such Lender under this Agreement and the other Loan Documents at the time such amendment, amendment and restatement or other modification becomes effective.

(f) Notwithstanding anything to the contrary herein the Administrative Agent may, with the consent of the Borrowers only, amend, modify or supplement this Agreement or any of the other Loan Documents to cure any ambiguity, omission, mistake, defect or inconsistency.

SECTION 9.03. Expenses; Indemnity; Damage Waiver. (a) The Company shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (which, in the case of counsel, shall be limited to the reasonable fees, charges and disbursements of one primary counsel for the Administrative Agent and one local counsel in each applicable jurisdiction), in connection with the syndication and distribution (including, without limitation, via the internet or through a service such as SyndTrak or Intralinks) of the credit facilities provided for herein, the preparation 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 the Issuing Banks in connection with the issuance, amendment or extension of any Letter of Credit or any demand for payment thereunder and (iii) all documented out-of-pocket expenses incurred by (x) the Administrative Agent, (y) any Issuing Bank or (z) after the occurrence and during the continuation of any Event of Default, any Lender (solely in the case of the foregoing clause (z) in connection with such Event of Default) (which, for purposes of this clause (iii), in the case of counsel, shall be limited to the reasonable fees, charges and disbursements of one primary counsel and one local counsel in each applicable jurisdiction for the Administrative Agent and one additional counsel for all Lenders other than the Administrative Agent and additional counsel in light of actual or potential conflicts of interest), in connection with the enforcement of its rights, or the Administrative Agent’s protection of rights, in connection with this Agreement and any other Loan Document, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred by the Administrative Agent during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) The Company shall indemnify the Administrative Agent, each Arranger, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (which, in the case of counsel, shall be limited to the fees, charges and disbursements of (x) one primary counsel and one local counsel in each applicable jurisdiction for the Administrative Agent, (y) one additional counsel, and one additional local counsel in each applicable jurisdiction, for all Lenders other than the Administrative Agent and (z) additional counsel for affected Lenders in light of actual or potential conflicts of interest) incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) any Loan Document, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions, (ii) any Loan or Letter of Credit or the actual or proposed use of the proceeds therefrom (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Company or any of its Subsidiaries, or any Environmental Liability related in any way to the Company or any of its Subsidiaries, or (iv) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract,

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tort or any other theory, whether or not such claim, litigation, investigation or proceeding is brought by the Company or any other Loan Party or its or their respective equity holders, Affiliates, creditors or any other third Person, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (x) the bad faith, gross negligence or willful misconduct of such Indemnitee or any of its Related Indemnified Parties, (y) the material breach by such Indemnitee or any of its Related Indemnified Parties of its express obligations under the applicable Loan Documents pursuant to a claim initiated by the Company or (z) any dispute solely among Indemnitees (not arising as a result of any act or omission by the Company or any of its Subsidiaries) other than claims against the Administrative Agent, any Issuing Bank, the Swingline Lender or any lead arranger or any bookrunner in its capacity as, or in fulfilling its role as, the Administrative Agent, an Issuing Bank, the Swingline Lender, a lead arranger, a bookrunner, an Issuing Bank or the Swingline Lender or any similar role under this Agreement. As used above, “Related Indemnified Party” of an Indemnitee means (1) any Controlling Person or Controlled Affiliate of such Indemnitee, (2) the respective directors, officers or employees of such Indemnitee or any of its Controlling Persons or Controlled Affiliates and (3) the respective agents, advisors and representatives of such Indemnitee or any of its Controlling Persons or Controlled Affiliates, in the case of this clause (3), acting on at the instructions of such Indemnitee, Controlling Person or such Controlled Affiliate; provided that each reference to a Controlling Person, Controlled Affiliate, director, officer or employee in this sentence pertains to a Controlling Person, Controlled Affiliate, director, officer or employee involved in the structuring, arrangement, negotiation or syndication of the credit facilities evidenced by this Agreement. This Section 9.03(b) shall not apply with respect to Taxes or UK Taxes other than any Taxes or UK Taxes that

represent losses, claims or damages arising from any non-Tax or non-UK Tax claim.

(c) To the extent that the Company fails to pay any amount required to be paid by it to the Administrative Agent, any Issuing Bank or the Swingline Lender under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent, and each Revolving Lender severally agrees to pay to such Issuing Bank or the Swingline Lender, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount (it being understood that the Company's failure to pay any such amount shall not relieve the Company of any default in the payment thereof); provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent, such Issuing Bank or the Swingline Lender in its capacity as such.

(d) To the extent permitted by applicable law, no Borrower shall assert, and each Borrower hereby waives, any claim against any of the Administrative Agent, any Arranger, any Issuing Bank and any Lender, and any Related Party of any of the foregoing Persons (each such Person being called a "Lender-Related Person") for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet) other than damages that are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or any of its Related Parties. To the extent permitted by applicable law, no Lender-Related Person shall assert against any Loan Party and no Loan Party shall assert against any Lender-Related Person, and each Lender-Related Person and each Loan Party hereby waives, any claim on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages)

arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof; provided, that nothing contained in this sentence shall limit the Company's indemnity obligations under Section 9.03(b) to any Indemnitee in respect of claims made by third parties for any special, indirect, consequential or punitive damages.

(e) All amounts due under this Section shall be payable not later than thirty (30) days after written demand therefor.

SECTION 9.04. Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), except that (i) no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees (other than an Ineligible Institution) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments, participations in Letters of Credit and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of:

(A) ~~(1) in the case of the Term Loan Commitments prior to the Term Loan Funding Date, the Company and (2) in the case of all other rights and obligations,~~ the Company, provided, in the case of this clause (2), that (x) the Company shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received written notice thereof and (y) no consent of the Company shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default under clauseSection 7.01 (a), (b), (h), (i) or (j) ~~of Article VII~~ has occurred and is continuing, any other assignee; and

(B) the Administrative Agent and if the assignee will have a Revolving Commitment, the Issuing Banks and the Swingline Lender.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than

\$5,000,000 unless each of the Company and the Administrative Agent otherwise consent, provided that no such consent of the Company shall be required if an Event of Default under clauseSection 7.01 (a), (b), (h), (i) or (j) ~~of Article VII~~ has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement, provided that this clause shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent (x) an Assignment and Assumption or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, together with a processing and recordation fee of \$3,500, such fee to be paid by either the assigning Lender or the assignee Lender or shared between such Lenders;

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Company and its Affiliates and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including federal and state securities laws; and

(E) the prior written consent of each Swiss Borrower, if the assignee is not a Swiss Qualifying Bank (such consent not to be unreasonably withheld or delayed); provided, however, that the Swiss Borrowers are under no obligation whatsoever to consent to an assignment that would lead to a violation of the Swiss Non-Bank Rules; provided, further, that no consent of any Swiss Borrower shall be required for an assignment to an existing Lender or, if an Event of Default under clauseSection 7.01 (a), (b), (h), (i) or (j) ~~of Article VII~~ has occurred and is continuing, any other assignee.



For the purposes of this Section 9.04(b), the terms “Approved Fund” and “Ineligible Institution” have the following meanings:

“Approved Fund” means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and 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.

“Ineligible Institution” means (a) a natural person, (b) a Defaulting Lender or its Lender Parent, (c) the Company, any of its Subsidiaries or any of its Affiliates, or (d) a company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person or relative(s) thereof.

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(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations (including, without limitation, the obligation to timely deliver the documentation described in Section 2.17(f) 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 2.15, 2.16, 2.17, 2.17A and 9.03); provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) The Administrative Agent, acting for this purpose as a non-fiduciary agent of each Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the “Register”). The entries in the Register shall be conclusive (absent manifest error), and the Borrowers, the Administrative Agent, the Issuing Banks and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Company, any Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of (x) a duly completed Assignment and Assumption executed by an assigning Lender and an assignee or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.05(c), 2.06(d) or (e), 2.07(b), 2.18(e) or 9.03(c), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

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(c) Any Lender may, without the consent of any Borrower, the Administrative Agent, the Issuing Banks or the Swingline Lender, sell participations to one or more banks or other entities (a “Participant”), other than an Ineligible Institution, 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 (A) such Lender's obligations under this Agreement shall remain unchanged; (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; (C) the Borrowers, the Administrative Agent, the Issuing Banks and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; and (D) each Participant shall be a Swiss Qualifying Bank or, if not, the prior written consent of each Swiss Borrower has been obtained (such consent not to be unreasonably withheld or delayed; provided that no Swiss Borrower shall consent to a participation that would be in violation of the Swiss Non-Bank Rules and provided, further, that no consent of any Swiss Borrower shall be required if an Event of Default under ~~clause~~Section 7.01 (a), (b), (h), (i) or (j) ~~of Article VII~~ has occurred and is continuing); provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. Each Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 2.17A (subject to the requirements and limitations therein, including the requirements under Section 2.17(f) (it being understood that the documentation required under Section 2.17(f) shall be delivered to the participating Lender and that the participating Lender shall ensure that the terms of the participation require the Participant to cooperate as required under Section 2.17A)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (A) agrees to be subject to the provisions of Sections 2.18 and 2.19 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 2.15, 2.16, 2.17 or 2.17A, 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 Company's request and expense, to use reasonable efforts to cooperate with the Company to effectuate the provisions of Section 2.19(b) with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.18(d) 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 Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the “Participant Register”); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any 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 United States Treasury Regulations Section 5f.103-1(c) and Proposed Treasury Regulations Section 1.163-5(b) (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

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the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may 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 without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

SECTION 9.05. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement or any other Loan Document is outstanding and unpaid or any Letter of Credit is outstanding (unless such Letter of Credit has been cash collateralized in an amount equal to 105% of the face amount of such Letter of Credit in the manner described in Section 2.06(j) or the applicable Borrower provides a backup letter of credit in such amount and otherwise in form and substance acceptable to the relevant Issuing Bank and the Administrative Agent in their discretion) and so long as the Commitments have not expired or terminated. The provisions of Sections 2.15, 2.16, 2.17, 2.17A and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any other Loan Document or any provision hereof or thereof.

SECTION 9.06. Counterparts; Integration; Electronic Execution; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and, except as provided in Section 1.05, supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 9.01), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures,

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deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Company or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Company and each other Loan Party hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the Company and the other Loan Parties, Electronic Signatures transmitted by telecopy, emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (ii) agrees that the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (iv) waives any claim against any Lender-Related Person for any Liabilities arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of the Company and/or any other Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

SECTION 9.07. Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final and in whatever currency denominated) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Borrower or any Subsidiary Guarantor against any of and all of the Obligations held by such Lender, irrespective of whether or not such Lender shall have made any demand under the Loan Documents and although such obligations may be unmaturing; provided that no amounts attributable to a Foreign Subsidiary shall be set off against, or in any way reduce, any obligation of the Company or any Domestic Subsidiary, and provided further, that in the event that any Defaulting Lender shall exercise any such

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right of setoff, (x) all amounts so set off shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the relevant Issuing Bank, and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations (or, if applicable, the Secured Obligations) owing to such Defaulting Lender as to which it exercised such right of setoff. The applicable Lender shall notify the Company and the Administrative Agent of such set-off or application, provided that any failure to give or any delay in giving such notice shall not affect the validity of any such set-off or application under this Section. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.



SECTION 9.09. Governing Law; Jurisdiction; Consent to Service of Process. (a) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

(b) Each of the Lenders and the Administrative Agent hereby irrevocably and unconditionally agrees that, notwithstanding the governing law provisions of any applicable Loan Document, any claims brought against the Administrative Agent by any Lender (or any Secured Party) relating to this Agreement, any other Loan Document, the Collateral or the consummation or administration of the transactions contemplated hereby or thereby shall be construed in accordance with and governed by the law of the State of New York.

(c) Each Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in the Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in the Borough of Manhattan), and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may (and any such claims, cross-claims or third party claims brought against the Administrative Agent or any of its Related Parties may only) be heard and determined in such Federal (to the extent permitted by law) or New York State court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(d) Each Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (c) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(e) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Each Subsidiary Borrower irrevocably designates and appoints the Company, as its authorized agent, to accept and acknowledge on its behalf, service of any and all process which may be served in any suit, action or proceeding of the nature referred to in Section 9.09(c) in any federal or New York State court sitting in New York City.

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The Company hereby represents, warrants and confirms that the Company has agreed to accept such appointment (and any similar appointment by a Subsidiary Guarantor which is a Foreign Subsidiary). Said designation and appointment shall be irrevocable by each such Subsidiary Borrower until all Loans, all reimbursement obligations, interest thereon and all other amounts payable by such Subsidiary Borrower hereunder and under the other Loan Documents shall have been paid in full in accordance with the provisions hereof and thereof and such Subsidiary Borrower shall have been terminated as a Borrower hereunder pursuant to Section 2.23. Each Subsidiary Borrower hereby consents to process being served in any suit, action or proceeding of the nature referred to in Section 9.09(c) in any federal or New York State court sitting in New York City by service of process upon the Company as provided in this Section 9.09(e); provided that, to the extent lawful and possible, notice of said service upon such agent shall be mailed by registered or certified air mail, postage prepaid, return receipt requested, to the Company and (if applicable to) such Subsidiary Borrower at its address set forth in the Borrowing Subsidiary Agreement to which it is a party or to any other address of which such Subsidiary Borrower shall have given written notice to the Administrative Agent (with a copy thereof to the Company). Each Subsidiary Borrower irrevocably waives, to the fullest extent permitted by law, all claim of error by reason of any such service in such manner and agrees that such service shall be deemed in every respect effective service of process upon such Subsidiary Borrower in any such suit, action or proceeding and shall, to the fullest extent permitted by law, be taken and held to be valid and personal service upon and personal delivery to such Subsidiary Borrower. To the extent any Subsidiary Borrower has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether from service or notice, attachment prior to judgment, attachment in aid of execution of a judgment, execution or otherwise), each Subsidiary Borrower hereby irrevocably waives such immunity in respect of its obligations under the Loan Documents. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

**SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12. Confidentiality. Each of the Administrative Agent, the Issuing Banks and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (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) in connection with this Agreement and consummating the Transactions, (b) to the extent requested by any regulatory authority purporting to have jurisdiction over

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such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process (in which case the Administrative Agent, the Issuing Banks and the Lenders agree (except with respect to any audit or examination conducted by bank accountants or any self-regulatory authority or governmental or regulatory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable law, rule or regulation, to inform the Company promptly thereof prior to the disclosure thereof), (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under this Agreement or any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (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 or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to any Borrower and its obligations, (g) with the prior written consent of the Company, (h) to the extent pertaining to this Agreement and routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry, to such data service providers or (i) 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 Issuing Bank or any Lender on a nonconfidential basis from a source other than the Company. For the purposes of this Section,

“Information” means all information received from or on behalf of the Company or any Subsidiary relating to the Company or any Subsidiary or their respective businesses, other than any such information that is available to the Administrative Agent, any Issuing Bank or any Lender on a nonconfidential basis prior to disclosure by the Company. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN THE IMMEDIATELY PRECEDING PARAGRAPH FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE COMPANY AND ITS RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE COMPANY OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE COMPANY, THE OTHER LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE COMPANY AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

SECTION 9.13. USA PATRIOT Act, etc. Each Lender that is subject to the requirements of the Patriot Act and the requirements of the Beneficial Ownership Regulation hereby

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notifies each Loan Party that pursuant to the requirements of the Patriot Act and the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies such Loan Party, which information includes the name, address and tax identification number of such Loan Party and other information that will allow such Lender to identify such Loan Party in accordance with the Patriot Act and the Beneficial Ownership Regulation. Each Borrower acknowledges that, pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable Canadian anti-money laundering, anti-terrorist financing, government sanction and “know your client” laws, the Lenders and the Administrative Agent may be required to obtain, verify and record information regarding such Borrower, its directors, authorized signing officers, direct or indirect shareholders or other Persons in Control of such Borrower, and the transactions contemplated hereby.

SECTION 9.14. Releases of Subsidiary Guarantors.

(a) A Subsidiary Guarantor shall automatically be released from its obligations under the Subsidiary Guaranty upon the consummation of any transaction permitted by this Agreement as a result of which such Subsidiary Guarantor ceases to be a Subsidiary; provided that, if so required by this Agreement, the Required Lenders shall have consented to such transaction and the terms of such consent shall not have provided otherwise. In connection with any termination or release pursuant to this Section, the Administrative Agent shall (and is hereby irrevocably authorized by each Lender to) execute and deliver to any Loan Party, at such Loan Party’s expense, all documents that such Loan Party shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section shall be without recourse to or warranty by the Administrative Agent.

(b) Further, the Administrative Agent shall (and is hereby irrevocably authorized by each Lender to), upon the request of the Company, release any Subsidiary Guarantor from its obligations under the Subsidiary Guaranty if such Subsidiary Guarantor is not or is no longer a Material Domestic Subsidiary.

(c) At such time as the principal and interest on the Loans, all LC Disbursements, the fees, expenses and other amounts payable under the Loan Documents and the other Obligations (or Secured Obligations if applicable) (other than indemnities and other contingent obligations not then due and payable and as to which no claim has been made, and other than Letters of Credit that have been cash collateralized in accordance with the provisions of the Credit Agreement or with respect to which other arrangements have been made that are satisfactory to the applicable Issuing Bank) shall have been paid in full in cash, the Commitments shall have been terminated and no Letters of Credit shall be outstanding (other than Letters of Credit that have been cash collateralized in accordance with the provisions of the Credit Agreement or with respect to which other arrangements have been made that are satisfactory to the applicable Issuing Bank) the Subsidiary Guaranty and all obligations (other than those expressly stated to survive such termination) of each Subsidiary Guarantor thereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any Person.

SECTION 9.15. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the “Charges”), shall exceed the maximum lawful rate (the “Maximum Rate”) which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that

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would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the applicable Overnight Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.16. No Advisory or Fiduciary Responsibility. Each Borrower acknowledges and agrees, and acknowledges its Subsidiaries’ understanding, that no Credit Party will have any obligations hereunder except those obligations expressly set forth herein and in the other Loan Documents and each Credit Party is acting solely in the capacity of an arm’s length contractual counterparty to such Borrower with respect to the Loan Documents and the transaction contemplated therein and not as a financial advisor or a fiduciary to, or an agent of, such Borrower or any other person. Each Borrower agrees that it will not assert any claim against any Credit Party based on an alleged breach of fiduciary duty by such Credit Party in connection with this Agreement and the transactions contemplated hereby. Additionally, each Borrower acknowledges and agrees that no Credit Party is advising such Borrower as to any legal, tax, investment, accounting, regulatory or any other matters in any jurisdiction. Each Borrower shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Credit Parties shall have no responsibility or liability to any Borrower with respect thereto.

Each Borrower further acknowledges and agrees, and acknowledges its Subsidiaries’ understanding, that each Credit Party is a full service securities or banking firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, any Credit Party may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, such Borrower, its Subsidiaries and other companies with which such Borrower or any

of its Subsidiaries may have commercial or other relationships. With respect to any securities and/or financial instruments so held by any Credit Party or any of its customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

In addition, each Borrower acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that each Credit Party and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which such Borrower or any of its Subsidiaries may have conflicting interests regarding the transactions described herein and otherwise. No Credit Party will use confidential information obtained from any Borrower by virtue of the transactions contemplated by the Loan Documents or its other relationships with such Borrower in connection with the performance by such Credit Party of services for other companies, and no Credit Party will furnish any such information to other companies. Each Borrower also acknowledges that no Credit Party has any obligation to use in connection with the transactions contemplated by the Loan Documents, or to furnish to such Borrower or any of its Subsidiaries, confidential information obtained from other companies.

SECTION 9.17. Several Liability. Notwithstanding anything to the contrary herein or in any other Loan Document, the Obligations of each Foreign Subsidiary Borrower are several and not joint and no Foreign Subsidiary Borrower shall be responsible for any other Borrower's failure to pay its Obligations hereunder.

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SECTION 9.18. Acknowledgement and Consent to Bail-In of Affected Financial Institutions Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, 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 entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or
  - (iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

SECTION 9.19. Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Agreements or any other agreement or instrument that is a QFC (such support "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of

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the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

SECTION 9.20. Appointment for Perfection. Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Administrative Agent and the Secured Parties, in assets which, in accordance with Article 9 of the UCC or any other applicable law can be perfected only by possession or control. Should any Lender (other than the Administrative Agent) obtain possession or control of any such Collateral, such Lender shall notify the Administrative Agent thereof, and, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

## ARTICLE X

### Company Guarantee

In order to induce the Lenders to extend credit to the Subsidiary Borrowers hereunder, but subject to the ~~last~~penultimate sentence of this Article X, the Company hereby irrevocably and unconditionally guarantees, as a primary obligor and not merely as a surety, the payment when and as due of the Obligations. The Company further agrees that the due and punctual payment of such Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee hereunder notwithstanding any such extension or renewal of any such Obligation.

The Company waives presentment to, demand of payment from and protest to any Subsidiary of any of the Obligations, and also waives notice of acceptance of its obligations and notice of protest for nonpayment. The obligations of the Company under this Article X shall not be affected by (a) the failure of the Administrative Agent, any Issuing Bank or any Lender to assert any claim or demand or to enforce any right or remedy against any Subsidiary under the provisions of this Agreement, any other Loan Document or otherwise; (b) any extension or renewal of any of the Obligations; (c) any rescission, waiver, amendment or modification of, or release from, any of the terms or provisions of this Agreement, or any other Loan Document or agreement; (d) any default, failure or delay, willful or otherwise, in the performance of any of the Obligations; (e) the failure of the Administrative Agent to take any steps to perfect and maintain any security interest in, or to preserve any rights to, any security or collateral for the

Obligations, if any; (f) any change in the corporate, partnership or other existence, structure or ownership of any Subsidiary or any other guarantor of any of the Obligations; (g) the enforceability or validity of the Obligations or any part thereof or the genuineness, enforceability or validity of any agreement relating thereto or with respect to any collateral securing the Obligations or any part thereof, or any other invalidity or unenforceability relating to or against any Subsidiary or any other guarantor of any of the Obligations, for any reason related to this Agreement, any other Loan Document, or any provision of applicable law, decree, order or regulation of any jurisdiction purporting to prohibit the payment by such Borrower or any other guarantor of the Obligations, of any of the Obligations or otherwise affecting any term of any of the Obligations; or (h) any other act, omission or delay to do any other act which may or might in any manner or to any extent vary the risk of such Borrower or otherwise operate as a discharge of a guarantor as a matter of law or equity or which would impair or eliminate any right of such Borrower to subrogation.

The Company further agrees that its agreement under this [Article X](#) constitutes a guarantee of payment when due (whether or not any bankruptcy or similar proceeding shall have stayed the accrual or collection of any of the Obligations or operated as a discharge thereof) and not merely of collection, and waives any right to require that any resort be had by the Administrative Agent, any

Issuing Bank or any Lender to any balance of any deposit account or credit on the books of the Administrative Agent, any Issuing Bank or any Lender in favor of any Subsidiary or any other Person.

The obligations of the Company under this [Article X](#) shall not be subject to any reduction, limitation, impairment or termination for any reason, and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever, by reason of the invalidity, illegality or unenforceability of any of the Obligations, any impossibility in the performance of any of the Obligations or otherwise, in any such case, other than payment in full in case of the Obligations.

The Company further agrees that its obligations under this [Article X](#) shall constitute a continuing and irrevocable guarantee of all Obligations now or hereafter existing and shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation (including a payment effected through exercise of a right of setoff) is rescinded, or is or must otherwise be restored or returned by the Administrative Agent, any Issuing Bank or any Lender upon the insolvency, bankruptcy or reorganization of any Subsidiary or otherwise (including pursuant to any settlement entered into by a holder of Obligations in its discretion).

In furtherance of the foregoing and not in limitation of any other right which the Administrative Agent, any Issuing Bank or any Lender may have at law or in equity against any Subsidiary by virtue hereof, upon the failure of any Subsidiary to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, the Company hereby promises to and will, upon receipt of written demand by the Administrative Agent, any Issuing Bank or any Lender, forthwith pay, or cause to be paid, to the Administrative Agent, any Issuing Bank or any Lender in cash an amount equal to the unpaid principal amount of such Obligations then due, together with accrued and unpaid interest thereon. The Company further agrees that if payment in respect of any Obligation shall be due in a currency other than Dollars and/or at a place of payment other than New York, Chicago or any other Applicable Payment Office and if, by reason of any Change in Law, disruption of currency or foreign exchange markets, war or civil disturbance or other event, payment of such Obligation in such currency or at such place of payment shall be impossible or, in the reasonable judgment of the Administrative Agent, any Issuing Bank or any Lender, disadvantageous to the Administrative Agent, any Issuing Bank or any Lender in any material respect, then, at the election of the Administrative Agent, the Company shall make payment of such Obligation in Dollars (based upon the applicable Dollar Amount of such Obligation in effect on the date of payment) and/or in New York, Chicago or such other Applicable Payment Office as is designated by the Administrative Agent and, as a separate and independent obligation, shall indemnify the Administrative Agent, any Issuing Bank and any Lender against any losses or reasonable out-of-pocket expenses that it shall sustain as a result of such alternative payment.

Upon payment by the Company of any sums as provided above, all rights of the Company against any Subsidiary arising as a result thereof by way of right of subrogation or otherwise shall in all respects be subordinated and junior in right of payment to the prior indefeasible payment in full in cash of all the Obligations owed by such Subsidiary to the Administrative Agent, the Issuing Banks and the Lenders.

Nothing shall discharge or satisfy the liability of the Company under this [Article X](#) except the full performance and payment in cash of the Obligations (other than indemnities and other contingent obligations not then due and payable and as to which no claim has been made, and other than Letters of Credit that have been cash collateralized in accordance with the provisions of the Credit Agreement or with respect to which other arrangements have been made that are satisfactory to the applicable Issuing Bank).

The Company hereby absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under the Subsidiary Guaranty in respect of Specified Swap Obligations (provided, however, that the Company shall only be liable under this paragraph for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this paragraph or otherwise under this [Article X](#) voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The Company intends that this paragraph constitute, and this paragraph shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each Subsidiary Guarantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

It is understood and agreed that, during the Collateral Period, each reference in this Article X to “Obligations” shall be deemed to mean “Secured Obligations”.

[Signature Pages Follow]

SCHEDULE 2.01

COMMITMENTS

| <u>Lender</u>             | <u>Revolving<br/>Commitment</u> | <u>Term A-1 Loan<br/>Commitment</u> | <u>Term A-2 Loan<br/>Commitment</u> |
|---------------------------|---------------------------------|-------------------------------------|-------------------------------------|
| JPMORGAN CHASE BANK, N.A. | \$121,666,666.67                | \$24,333,333.33                     | <u>€27,000,000.00</u>               |

|   |                           |                         |                               |
|---|---------------------------|-------------------------|-------------------------------|
| WELLS FARGO BANK, NATIONAL ASSOCIATION            | \$120,833,333.33          | \$24,166,666.67         | <u>€26,500,000.00</u>         |
| HSBC BANK USA, NATIONAL ASSOCIATION               | \$120,833,333.33          | \$24,166,666.67         | <u>€26,500,000.00</u>         |
| CITIZENS BANK, N.A.                               | \$85,000,000.00           | \$17,000,000.00         | <u>€16,000,000.00</u>         |
| PNC BANK, NATIONAL ASSOCIATION                    | \$85,000,000.00           | \$17,000,000.00         | <u>€16,000,000.00</u>         |
| U.S. BANK NATIONAL ASSOCIATION                    | \$85,000,000.00           | \$17,000,000.00         | <u>€16,000,000.00</u>         |
| BMO HARRIS FINANCING, INC.                        | \$85,000,000.00           | \$17,000,000.00         | <u>€0.00</u>                  |
| SUMITOMO MITSUI BANKING CORPORATION               | \$85,000,000.00           | \$17,000,000.00         | <u>€16,000,000.00</u>         |
| TRUIST BANK                                       | \$85,000,000.00           | \$17,000,000.00         | <u>€16,000,000.00</u>         |
| BANK OF AMERICA, N.A.                             | \$85,000,000.00           | \$17,000,000.00         | <u>€16,000,000.00</u>         |
| COMMERZBANK AG, NEW YORK BRANCH                   | \$41,666,666.67           | \$8,333,333.33          | <u>€9,000,000.00</u>          |
| <b>AGGREGATE <del>REVOLVING</del> COMMITMENTS</b> | <b>\$1,000,000,000.00</b> | <b>\$200,000,000.00</b> | <b><u>€185,000,000.00</u></b> |

## EXHIBIT A

### ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between [Insert name of Assignor] (the “Assignor”) and [Insert name of Assignee] (the “Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below, (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including any letters of credit, guarantees, and swingline loans included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the “Assigned Interest”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: \_\_\_\_\_
2. Assignee: \_\_\_\_\_  
[and is an Affiliate/Approved Fund of [identify Lender]]<sup>1</sup>
3. Borrowers: Hillenbrand, Inc. and certain Subsidiary Borrowers
4. Administrative Agent: JPMorgan Chase Bank, N.A., as the administrative agent under the Credit Agreement
5. Credit Agreement: The Fourth Amended and Restated Credit Agreement dated June 8, 2022, among Hillenbrand, Inc., the Subsidiary Borrowers from time to time party thereto, the Lenders parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and the other agents party thereto

<sup>1</sup> Select as applicable.

#### 6. Assigned Interest:

| Facility Assigned <sup>2</sup> | Aggregate Amount of Commitment/Loans for all Lenders | Amount of Commitment/Loans Assigned | Percentage Assigned of Commitment/Loans <sup>3</sup> |
|--------------------------------|--|-------------------------------------|--|
|                                | \$   | \$                                  | %  |
|                                | \$   | \$                                  | %  |
|                                | \$   | \$                                  | %  |

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrowers, the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee’s compliance procedures and applicable laws, including federal and state securities laws.



The Assignee confirms by checking the relevant box that the person beneficially entitled to interest payable to that Assignee in respect of an advance under a Loan Document is:

- “ not a Qualifying Lender;
- “ a Qualifying Lender (other than a Treaty Lender); or
- “ a Treaty Lender;

and, if applicable, is:

- “ a company resident in the United Kingdom for United Kingdom tax purposes; or
- “ a partnership each member of which is:
  - (i) a company so resident in the United Kingdom; or
  - (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which is required to bring into account in computing its chargeable profits (for the purposes of section 19 of the Corporation Tax Act 2009) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the Corporation Tax Act 2009; or
- “ a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of an advance under a Loan Document in computing the chargeable profits (for the purposes of section 19 of the

- 
- 2 Fill in the appropriate terminology for the types of facilities under the Credit Agreement that are being assigned under this Assignment (e.g., “Revolving Commitment”, “Term [A-1](#) Loan Commitment”, “[Term A-2 Loan Commitment](#)” etc.).
- 3 Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

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Corporation Tax Act 2009) of that company;

and, if applicable, is:

- “ a Swiss Qualifying Bank; or
- “ not a Swiss Qualifying Bank.

[The Assignee confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number [ ]), that it is tax resident in [ <sup>4</sup> ] and that it wishes that scheme to apply to the Agreement.]<sup>5</sup>

Effective Date: \_\_\_\_\_, 20\_\_\_\_ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE

[NAME OF ASSIGNEE]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Consented to and Accepted:

JPMORGAN CHASE BANK, N.A., as Administrative Agent[, as an Issuing Bank and as Swingline Lender]<sup>6</sup>

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<sup>4</sup> Insert jurisdiction of tax residence.

<sup>5</sup> Include if Assignee holds a passport under the HMRC DT Treaty Passport scheme and wishes that scheme to apply to the Agreement.

<sup>6</sup> To be added only if the consent of the Issuing Banks and the Swingline Lender is required by the terms of the Credit Agreement.

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By: \_\_\_\_\_  
Title: \_\_\_\_\_

[OTHER ISSUING BANKS]<sup>7</sup>

[Consented to:]<sup>8</sup>

HILLENBRAND, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

[Consented to:]<sup>9</sup>

[Swiss Borrower]

By: \_\_\_\_\_  
Title: \_\_\_\_\_

<sup>7</sup> To be added only if the consent of the Issuing Banks is required by the terms of the Credit Agreement.

<sup>8</sup> To be added only if the consent of the Company is required by the terms of the Credit Agreement.

<sup>9</sup> To be added only if the consent of the Swiss Borrower is required by the terms of the Credit Agreement.

ANNEX I

STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Company, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document, (iv) any requirements under applicable law for the Assignee to become a lender under the Credit Agreement or to charge interest at the rate set forth therein from time to time or (v) the performance or observance by the Company, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement and under applicable law that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent, any Arranger, the Assignor or any other Lender or any of their respective Related Parties, and (vi) attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, any Arranger, the Assignor or any other Lender or any of their respective Related Parties, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Acceptance and adoption of the terms of this Assignment and Assumption by the Assignee and the Assignor by Electronic Signature or delivery of an executed counterpart of a signature page of this Assignment and Assumption by any Approved Electronic Platform shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

EXHIBIT B-1

FORM OF BORROWING REQUEST

JPMorgan Chase Bank, N.A.,  
as Administrative Agent  
for the Lenders referred to below

[10 South Dearborn  
Chicago, Illinois 60603  
Attention: Pastell Jenkins  
Facsimile: (888) 292-9533]<sup>1</sup>

With a copy to:

10 South Dearborn, 9<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Christopher Salek  
Facsimile: (312) 429-4503

Re: Hillenbrand, Inc.

[Date]

Ladies and Gentlemen:

Reference is hereby made to the Fourth Amended and Restated Credit Agreement dated June 8, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Hillenbrand, Inc. (the “Company”), the Subsidiary Borrowers from time to time party thereto, the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement. The [undersigned Borrower][Company, on behalf of [Subsidiary Borrower],] hereby gives you notice pursuant to Section 2.03 of the Credit Agreement that it requests a [Term A-1 Loan] [Term A-2 Loan] [Revolving] Borrowing under the Credit Agreement, and in that connection the [undersigned Borrower][Company, on behalf of [Subsidiary Borrower],] specifies the following information with respect to such [Term A-1 Loan] [Term A-2 Loan] [Revolving] Borrowing requested hereby:

1. Name of Borrower: \_\_\_\_\_
2. The requested Borrowing is in respect of the [Term A-1 Loan][Term A-2 Loan][Revolving] Commitment
3. Aggregate principal amount of Borrowing:<sup>2</sup> \$ \_\_\_\_\_

- 
- <sup>1</sup> If request is in respect of Revolving Loans in a Foreign Currency (other than Canadian Dollars), replace this address with the London address from Section 9.01(a)(ii).
  - <sup>2</sup> Not less than applicable amounts specified in Section 2.02(c).

- 
4. Date of Borrowing (which shall be a Business Day): \_\_\_\_\_
  5. Type of Borrowing (ABR, Term Benchmark or RFR): \_\_\_\_\_
  6. Interest Period and the last day thereof (if a Term Benchmark Borrowing):<sup>3</sup> \_\_\_\_\_
  7. Agreed Currency: \_\_\_\_\_
  8. Location and number of the applicable Borrower’s account or any other account agreed upon by the Administrative Agent and such Borrower to which proceeds of Borrowing are to be disbursed: \_\_\_\_\_

[Signature Page Follows]

- 
- <sup>3</sup> Which must comply with the definition of “Interest Period” and end not later than the Maturity Date.

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The Borrower hereby represents and warrants that the conditions to lending specified in Section[s] [4.01 and] 4.02 of the Credit Agreement are satisfied as of the date hereof.

Very truly yours,

[HILLENBRAND, INC.][SUBSIDIARY BORROWER],

as a Borrower

By: \_\_\_\_\_

Name:  
Title:

<sup>1</sup> To be included only for Borrowings on the Effective Date.

EXHIBIT B-2

FORM OF INTEREST ELECTION REQUEST

JPMorgan Chase Bank, N.A.,  
as Administrative Agent  
for the Lenders referred to below

[10 South Dearborn  
Chicago, Illinois 60603  
Attention: Pastell Jenkins  
Facsimile: (888) 292-9533]<sup>1</sup>

Re: Hillenbrand, Inc.

[Date]

Ladies and Gentlemen:

Reference is hereby made to the Fourth Amended and Restated Credit Agreement dated June 8, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Hillenbrand, Inc. (the “Company”), the Subsidiary Borrowers party thereto from time to time, the financial institutions party thereto from time to time as Lenders (the “Lenders”), and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for the Lenders. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement. The [undersigned Borrower] [Company, on behalf of [Subsidiary Borrower].] hereby gives you notice pursuant to Section 2.08 of the Credit Agreement that it requests to [convert][continue] an existing [Term A-1 Loan][Term A-2 Loan][Revolving] Borrowing under the Credit Agreement, and in that connection the [undersigned Borrower][Company, on behalf of [Subsidiary Borrower].] specifies the following information with respect to such [conversion][continuation] requested hereby:

1. List Borrower, date, Type, Class, principal amount, Agreed Currency and Interest Period (if applicable) of existing Borrowing: \_\_\_\_\_
2. Aggregate principal amount of resulting Borrowing: \_\_\_\_\_
3. Effective date of interest election (which shall be a Business Day): \_\_\_\_\_
4. Type of Borrowing (ABR, Term Benchmark or RFR): \_\_\_\_\_
5. Interest Period and the last day thereof (if a Term Benchmark Borrowing):<sup>2</sup> \_\_\_\_\_

<sup>1</sup> If request is in respect of Revolving Loans in a Foreign Currency (other than Canadian Dollars), replace this address with the London address from Section 9.01(a)(ii).

<sup>2</sup> Which must comply with the definition of “Interest Period” and end not later than the Maturity Date.

6. Agreed Currency: \_\_\_\_\_

[Signature Page Follows]

Very truly yours,

[HILLENBRAND, INC.][SUBSIDIARY BORROWER], as a Borrower

By: \_\_\_\_\_

Name:  
Title:

EXHIBIT I-2

[FORM OF] TERM A-1 LOAN NOTE

[\_\_\_\_], 2022

[illegible]

**[FORM OF] TERM A-2 LOAN NOTE**

FOR VALUE RECEIVED, the undersigned, Hillenbrand Switzerland GmbH, a Swiss limited liability company (the “Borrower”), HEREBY UNCONDITIONALLY PROMISES TO PAY TO [LENDER] and its registered assigns (the “Lender”) the aggregate unpaid amount of all Term A-2 Loans made by the Lender to the Borrower pursuant to the “Credit Agreement” (as defined below) on the Maturity Date or on such earlier date as may be required by the terms of the Credit Agreement. Capitalized terms used herein and not otherwise defined herein are as defined in the Credit Agreement.

At the time of each Term A-2 Loan, and upon each payment or prepayment of principal of each Term A-2 Loan, the Lender shall make a notation either on the schedule attached hereto and made a part hereof, or in the Lender's own books and records, in each case specifying the amount of such Term A-2 Loan or the amount of principal paid or prepaid with respect to such Term A-2 Loan, as applicable; provided that the failure of the Lender to make any such recordation or notation shall not affect the Obligations of the Borrower hereunder or under the Credit Agreement.

This Note is one of the promissory notes referred to in, and is entitled to the benefits of, that certain Fourth Amended and Restated Credit Agreement dated June 8, 2022 by and among the Borrower, the Subsidiary Borrowers from time to time parties thereto, the financial institutions from time to time parties thereto as Lenders and JPMorgan Chase Bank, N.A., as Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). The Credit Agreement, among other things, (i) provides for the making of a Term A-2 Loan by the Lender to the Borrower on the Term A-2 Loan Funding Date in an aggregate amount not to exceed at any time outstanding the amount of such Lender’s Term A-2 Loan Commitment, the indebtedness of the Borrower resulting from each such Term A-2 Loan to it being evidenced by this Note, and (ii) contains provisions for acceleration of the maturity hereof upon the happening of certain stated events and also for prepayments of the principal hereof prior to the maturity hereof upon the terms and conditions therein specified.

Whenever in this Note reference is made to the Administrative Agent, the Lender or the Borrower, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Note shall be binding upon and shall

\*\*\*\*\*

**HILLENBRAND SWITZERLAND GMBH**

**By:**  
**Name:**  
**Title:**

[illegible]



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Dated 22 June 2023

in respect of the

**EUR 325,000,000  
SYNDICATED L/G FACILITY AGREEMENT**

originally dated 21 June 2022

**HILLENBRAND, INC. AND CERTAIN OF ITS SUBSIDIARIES**

arranged by

**COMMERZBANK AKTIENGESELLSCHAFT**  
(as Arranger)

with

**COMMERZBANK AKTIENGESELLSCHAFT**  
(as Agent)

**AMENDMENT AND RESTATEMENT AGREEMENT**

**LATHAM & WATKINS LLP**

Die Welle  
Reuterweg 20  
60323 Frankfurt am Main  
Tel: +49.69.6062.6000  
[www.lw.com](http://www.lw.com)

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This Amendment and Restatement Agreement (this "Agreement") is made between the following parties:

- (1) **HILLENBRAND, INC.** (the "Company");
- (2) **THE SUBSIDIARIES** of the Company listed in Part 1 (*The Obligors*) of Schedule 1 (*The Parties*) as borrowers (together with the Company, the "**Borrowers**");
- (3) **THE SUBSIDIARIES** of the Company listed in Part 1 (*The Obligors*) of Schedule 1 (*The Parties*) as guarantors (together with the Company, the "**Guarantors**" and together with the Borrowers, the "**Obligors**");

- (4) **COMMERZBANK AKTIENGESELLSCHAFT** as coordinator, mandated lead arranger and bookrunner (the "**Arranger**") and **DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK, FRANKFURT AM MAIN, NEW YORK BRANCH, HSBC TRINKAUS & BURKHARDT GMBH, SKANDINAVISKA ENSKILDA BANKEN AB (PUBL) FRANKFURT BRANCH** and **SUMITOMO MITSUI BANKING CORPORATION** as mandated lead arranger;
- (5) **THE FINANCIAL INSTITUTIONS** listed in Part 2 (*The Lenders*) of Schedule 1 (*The Parties*) as lenders (the "**Original Lenders**") and as issuing banks; and
- (6) **COMMERZBANK AKTIENGESELLSCHAFT** agent of the other Finance Parties (the "**Agent**").

The parties listed under no. (1) to (6) above are collectively referred to as the "**Parties**".

**Whereas:**

- (A) This Agreement is supplemental to and amends and restates, with effect from the Effective Date (as defined below), the syndicated L/G facility agreement originally dated 21 June 2022 between the Company, the Borrowers, the Guarantors, the Arranger, the Original Lenders and the Agent (the "**Existing Facility Agreement**").
- (B) The Parties wish to amend and restate the Existing Facility Agreement with effect from the Effective Date (as defined below) and subject to the conditions set out in this Agreement in order to, *inter alia*, increase the commitments by an amount of EUR 100,000,000 and align certain provisions of the Existing Facility Agreement with the Existing US Facility Agreement through an amended and restated facility agreement.

**It is agreed** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

Unless a contrary indication appears, a term defined in the Amended and Restated Facility Agreement (as defined below) has the same meaning in this Agreement. In addition:

"**Amended and Restated Facility Agreement**" means the Existing Facility Agreement as amended and restated by this Agreement.

"**Effective Date**" means the date on which the Agent confirms in writing to the Company satisfaction with the conditions precedent set out in Schedule 2 (*Conditions Precedent*) hereto.

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**1.2 Construction**

In this Agreement any reference to a "Clause" or a "Schedule" is, unless the context otherwise requires or otherwise indicated, a reference to a Clause of or a Schedule to this Agreement.

The principles of construction set out in clause 1.2 (*Construction*) of the Existing Facility Agreement shall be incorporated into this Agreement, *mutatis mutandis*, as if such clause was set out in full save that references in the Existing Facility Agreement to "**this Agreement**" shall be construed as references to the Amended and Restated Facility Agreement.

**1.3 Designation**

In accordance with the Existing Facility Agreement, each of the Company and the Agent designate this Agreement as a Finance Document.

**2. AMENDMENT AND RESTATEMENT OF EXISTING FACILITY AGREEMENT**

With effect from and subject to the occurrence of, the Effective Date,

- (a) the Existing Facility Agreement shall be amended and restated so that it shall be read and be construed for all purposes as set out in Schedule 3 (*Amended and Restated Facility Agreement*); and
- (b) the Total Commitments (as defined in the Existing Facility Agreement) shall be increased by an amount of EUR 100,000,000; and the Total Commitments as of the Effective Date shall be as set out in Part 2 (*The Lenders*) of Schedule 1 (*The Parties*).

**3. REPRESENTATIONS AND WARRANTIES**

- (a) Each Obligor on the date of this Agreement and the Effective Date makes the Repeated Representations:
- (i) as if each reference in those representations to "this Agreement" or "the Finance Documents" includes a reference to (i) this Agreement and (ii) the Amended and Restated Facility Agreement and (iii) the definition of Finance Document as amended in the Amended and Restated Facility Agreement; and
- (ii) by reference to the facts and circumstances existing on the Effective Date, respectively.
- (b) Each Obligor on the Effective Date represents and warrants that no Event of Default has occurred and is continuing or would occur as a consequence of this Agreement.

**4. MISCELLANEOUS**

**4.1 Partial Invalidity; Remedies and Waivers**

The provisions of Clause 32 (*Partial Invalidity*) and Clause 33 (*Remedies and Waivers*) of the Existing Facility Agreement are hereby incorporated by reference into this Agreement and shall apply herein *mutatis mutandis*.

**4.2 Governing Law**

Existing Facility Agreement (as if references in that Clause 40 (*Enforcement*) to "this Agreement" were references to this Agreement).

## 5. CONCLUSION OF THIS AGREEMENT (*VERTRAGSSCHLUSS*)

- (a) This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement. The Parties may choose to conclude this Agreement by an exchange of signed signature page(s), transmitted by any means of telecommunication (*telekommunikative Übermittlung*) such as by way of fax or electronic photocopy.
- (b) If the Parties choose to conclude this Agreement pursuant to (a) above, they will transmit the signed signature page(s) of this Agreement to Latham & Watkins LLP, Reuterweg 20, 60323 Frankfurt am Main, Germany, for the attention of Martina Eisgruber (martina.eisgruber@lw.com) and/or Sibylle Münch (sibylle.muench@lw.com) (each a "**Recipient**"). This Agreement will be considered concluded once a Recipient has received the signed signature page(s) (*Zugang der Unterschriftsseite(n)*) from all Parties (whether by way of fax, electronic photocopy or other means of telecommunication) and at the time of the receipt of the last outstanding signature page(s) by any of the Recipients.
- (c) For the purposes of paragraphs (a) to (c) only, the Parties appoint each Recipient as their attorney (*Empfangsvertreter*) and expressly allow (*gestatten*) such Recipient to collect the signed signature page(s) from all and for all Parties to this Agreement. For the avoidance of doubt, no Recipient will have further duties connected with its position as Recipient. In particular, each Recipient may assume the conformity to the authentic original(s) of the signature page(s) transmitted to it by means of telecommunication, the genuineness of all signatures on the original signature page(s) and the signing authority of the signatories.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

## SCHEDULE 1 THE PARTIES

### Part 1

#### The Obligors

| Name of Original Borrower      | Registration number (or equivalent, if any)  |
|--------------------------------|--|
| Hillenbrand, Inc.              | One Batesville Boulevard<br>Batesville, Indiana 47006<br>Indiana Secretary of State<br>#2007110100396  |
| Coperion GmbH                  | HRB 23976 (Local Court of Stuttgart)<br>Theodorstraße 10, 70469 Stuttgart, Germany   |
| Coperion K-Tron (Schweiz) GmbH | CHE-105.883.566<br>Lenzhardweg 43/45<br>CH-5702 Niederlenz, Switzerland  |
| Rotex Europe Ltd               | 04307924 (Registered with Companies House)<br><br>For notices:<br>DTM Legal LLP<br>Archway House<br>Station Road<br>Chester<br>CH1 3DR<br>United Kingdom<br><br>Office location:<br>Archway House,<br>Station Road,<br>Chester,<br>England,<br>CH1 3DR |
| Name of Original Guarantor     | Registration number (or equivalent, if any)  |
| Hillenbrand, Inc.              | One Batesville Boulevard<br>Batesville, Indiana 47006<br>Indiana Secretary of State<br>#2007110100396  |
| Process Equipment Group, Inc.  | 28 West State Street<br>Trenton, New Jersey 08608<br>New Jersey Secretary of State<br>#5278301800  |

K-Tron Investment Co.

103 Foulk Road, Suite 202  
Wilmington, Delaware 19802  
Delaware Secretary of State  
#2250493

Hillenbrand Luxembourg Inc.

1209 Orange Street  
Wilmington, Delaware 19801  
Delaware Secretary of State  
#3745346

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**Name of Original Guarantor**

**Registration number (or equivalent, if any)**

Milacron Plastics Technologies Group LLC

2711 Centerville Road, Suite 400  
Wilmington, Delaware 19808  
Delaware Secretary of State  
#4692536

Milacron Marketing Company LLC

2711 Centerville Road, Suite 400  
Wilmington, Delaware 19808  
Delaware Secretary of State  
#4692541

Milacron LLC

2711 Centerville Road, Suite 400  
Wilmington, Delaware 19808  
Delaware Secretary of State  
#4678052

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**Part 2  
The Lenders**

| <b>Name of Original Lender</b>   | <b>Commitment<br/>in EUR</b> | <b>Treaty Passport Scheme<br/>reference number</b> |
|--|------------------------------|--|
| <b>COMMERZBANK Aktiengesellschaft</b>  | 115,500,000.00               | 7/C/25382/DTTP                                     |
| <b>DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, New York Branch</b> | 72,000,000.00                | 7/D/205877/DTTP                                    |
| <b>HSBC Trinkaus &amp; Burkhardt GmbH</b>  | 58,000,000.00                | 7/H/275147/DTTP                                    |
| <b>Skandinaviska Enskilda Banken AB (publ) Frankfurt Branch</b>                            | 50,500,000.00                | 73/S/42621/DTTP                                    |
| <b>Sumitomo Mitsui Banking Corporation</b>   | 29,000,000.00                | 43/S/274647/DTTP                                   |
| <b>TOTAL</b>   | <b>325,000,000.00</b>        |  |

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**SCHEDULE 2  
CONDITIONS PRECEDENT**

**1. OBLIGORS**

- (a) In relation to an Obligor incorporated or established in Germany, an up-to-date commercial register extract (*Handelsregisterausdruck*), its articles of association (*Satzung*) or partnership agreement (*Gesellschaftsvertrag*), copies of any by-laws as well as a list of shareholders (*Gesellschafterliste*) (in each case, if applicable).
- (b) A copy of a good standing certificate (including verification of tax status) with respect to each U.S. Obligor, issued as of a recent date by the Secretary of State or other appropriate official of each U.S. Obligor's jurisdiction of incorporation or organisation.
- (c) In relation to an Obligor incorporated or established in a jurisdiction other than Germany, a copy of its constitutional documents.
- (d) In relation to an Obligor incorporated or established in Germany, a copy of a resolution signed by all the holders of the issued shares of such Obligor and/or if applicable and required under the respective Obligor's constitutional documents, a copy of a resolution of the supervisory board (*Aufsichtsrat*) and/or advisory board (*Beirat*) of such Obligor approving the terms of, and the transactions contemplated by this Agreement.
- (e) In relation to an Obligor incorporated in a jurisdiction other than Germany or a jurisdiction of the U.S., a copy of a resolution signed by all the holders of the issued shares in each such Obligor, approving the terms of, and the transactions contemplated by this Agreement.
- (f) A copy of a resolution of the board of directors, or equivalent governing body, of each Obligor incorporated or established in a jurisdiction other than Germany:
  - (i) approving the terms of, and the transactions contemplated by, this Agreement and resolving that it execute this Agreement;
  - (ii) authorising a specified person or persons to execute this Agreement on its behalf; and



- (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with this Agreement.
  - (g) A specimen of the signature of each person authorised to execute this Agreement and other documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with this Agreement.
  - (h) A certificate of an authorised signatory of the relevant Obligor incorporated or established in England and Wales, confirming that borrowing or guaranteeing, as appropriate, the Total Commitments would not cause any borrowing, guarantee or similar limit binding on it to be exceeded.
  - (i) A certificate of an authorised signatory of the relevant Obligor certifying that each copy document relating to it specified in this Schedule 2 (*Conditions Precedent*) is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.
- 

- (j) A certificate of an authorised signatory of each Swiss Obligor certifying that it has not been granted a loan under the Ordinance regarding the granting of loans and sureties in connection with Covid-19 (*Verordnung zur Gewährung von Krediten und Solidarbürgschaften in Folge des Coronavirus*) of the Swiss Federal Council dated 25 March 2020, as amended (SR 951.261) as replaced by the Act regarding credits with sureties in connection with the Coronavirus (*Bundesgesetz über Kredite mit Solidarbürgschaft infolge des Coronavirus*) dated 18 December 2020 (SR 951.26) or under any similar federal or cantonal program in Switzerland.

## 2. FINANCE DOCUMENTS

- (a) This Agreement executed by each member of the Group party to this Agreement.
- (b) The Fee Letter in relation to the amendment and upfront fee executed by the Company.

## 3. LEGAL OPINIONS

- (a) A legal opinion of Latham & Watkins LLP, legal advisers to the Arranger and the Agent in Germany as to German law, substantially in the form distributed to the Original Lenders prior to signing this Agreement;
- (b) A legal opinion of Latham & Watkins LLP, legal advisers to the Arranger and the Agent in New York as to certain U.S. law matters, substantially in the form distributed to the Original Lenders prior to signing this Agreement;
- (c) A legal opinion of Niederer Kraft Frey Ltd, legal advisers to the Arranger and Agent in Switzerland as to Swiss law, substantially in the form distributed to the Original Lenders prior to signing this Agreement;
- (d) A legal opinion of Skadden, Arps, Slate, Meagher & Flom LLP, legal advisers to the Company in Germany as to German law, substantially in the form distributed to the Original Lenders prior to signing this Agreement;
- (e) A legal opinion of Skadden, Arps, Slate, Meagher & Flom (UK) LLP, legal advisers to the Company in England and Wales as to English law, substantially in the form distributed to the Original Lenders prior to signing this Agreement;
- (f) A legal opinion of MME Legal, legal advisers to the Company in Switzerland as to Swiss law, substantially in the form distributed to the Original Lenders prior to signing this Agreement;
- (g) A legal opinion of Skadden, Arps, Slate, Meagher & Flom LLP, legal advisers to the Company in Delaware as to Delaware law, substantially in the form distributed to the Original Lenders prior to signing this Agreement;
- (h) A legal opinion of Faegre Drinker Biddle & Reath LLP, legal advisers to the Company in New Jersey as to New Jersey law, substantially in the form distributed to the Original Lenders prior to signing this Agreement; and
- (i) A legal opinion of Ice Miller LLP, legal advisers to the Company in Indiana as to Indiana law, substantially in the form distributed to the Original Lenders prior to signing this Agreement.

## 4. OTHER DOCUMENTS AND EVIDENCE

- (a) Confirmation by the Company that amendment no. 1 to the Existing US Facility Agreement, dated on or about the date of this Agreement, has become effective.

- (b) A copy of any other authorisation or other document, opinion or assurance reasonably requested by the Agent (if it has notified the Company accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.
- (c) Evidence that the fees, costs and expenses then due from the Company in connection with this Agreement have been paid or will be paid by the Effective Date.
- (d) A certificate of the Company certifying that:
  - (i) all of the representations and warranties of the Company set forth in this Agreement are true and correct in all material respects (**provided that** any representation or warranty qualified by materiality or Material Adverse Effect is true and correct in all respects), except that to the extent that such representation or warranty expressly relates to an earlier date, such representation or warranty is true and correct as of such earlier date; and
  - (ii) after giving effect to this Agreement on the Effective Date, no Default or Event of Default has occurred and is continuing.

**SCHEDULE 3**  
**THE AMENDED AND RESTATED FACILITY AGREEMENT**

Final Version

**HILLENBRAND, INC. AND CERTAIN OF ITS SUBSIDIARIES**

arranged by

**COMMERZBANK AKTIENGESELLSCHAFT**  
(as Arranger)

with

**COMMERZBANK AKTIENGESELLSCHAFT**  
(as Agent)

EUR 325,000,000 SYNDICATED L/G FACILITY AGREEMENT originally dated 21 June 2022 as  
amended and restated on 22 June 2023

**LATHAM & WATKINS**

Die Welle  
Reuterweg 20  
60323 Frankfurt am Main, Germany  
Tel: +49.69.6062.6000  
www.lw.com

Contact: Sibylle Münch

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THIS AGREEMENT is originally dated 21 June 2022 as amended and restated on 22 June 2023 (the "**Agreement**") and made between:

- (1) **HILLENBRAND, INC.** (the "**Company**");
- (2) **THE SUBSIDIARIES** of the Company listed in Part 1 (*The Original Obligors*) of Schedule 1 (*The Original Parties*) as original borrowers (together with the Company the "**Original Borrowers**");
- (3) **THE SUBSIDIARIES** of the Company listed in Part 1 (*The Original Obligors*) of Schedule 1 (*The Original Parties*) as original guarantors (together with the Company the "**Original Guarantors**");
- (4) **COMMERZBANK AKTIENGESELLSCHAFT** as coordinator, mandated lead arranger and bookrunner (the "**Arranger**") and **DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK, FRANKFURT AM MAIN, NEW YORK BRANCH, HSBC TRINKAUS & BURKHARDT GMBH, SKANDINAVISKA ENSKILDA BANKEN AB (PUBL) FRANKFURT BRANCH** and **SUMITOMO MITSUI BANKING CORPORATION** as mandated lead arranger;
- (5) **THE FINANCIAL INSTITUTIONS** listed in Part 2 (*The Original Lenders*) of Schedule 1 (*The Original Parties*) as lenders (the "**Original Lenders**") and as issuing banks; and
- (6) **COMMERZBANK AKTIENGESELLSCHAFT** as agent of the other Finance Parties (the "**Agent**").

IT IS AGREED as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Agreement:

"**Acceptable Bank**" means a bank or financial institution with a rating for its long-term unsecured and non credit-enhanced debt obligations assigned by Moody's Investor Services, Inc., Standard & Poor's Corporation or any other reputable rating agency, such rating and agency to be reasonably acceptable to the relevant Issuing Bank.

"**Accession Letter**" means a document substantially in the form set out in Schedule 7 (*Form of Accession Letter*).

"**Additional Borrower**" means a company which becomes an Additional Borrower in accordance with Clause 24 (*Changes to the Obligors*).

"**Additional Commitment Request**" means a notice substantially in the form set out in Schedule 4 (*Form of Additional Commitment Request*).

"**Additional Guarantor**" means a company which becomes an Additional Guarantor in accordance with Clause 24 (*Changes to the Obligors*).

"**Additional Obligor**" means an Additional Borrower or an Additional Guarantor.

"**Adjusted Covenant Period**" means, in connection with an acquisition that involves the payment of consideration by the Company and/or a member of the Group in excess of \$75,000,000, a period commencing with the Financial Quarter in which such acquisition occurs and the four (4) consecutive full Financial Quarters ending thereafter.

"**Adjusted Period**" means the period commencing on the Effective Date and ending on the Adjusted Period Termination Date.

"**Adjusted Period Termination Date**" means the first date on or after April 1, 2025 that all principal, interest and other amounts owing in respect of the Term A-2 Loans have been paid in full.

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Affiliate Borrower**" has the meaning given to that term in Clause 5.8 (*Affiliate of a Borrower*).

"**Agency Fee Letter**" means the letter dated 16 June 2022 between the Agent and the Company setting out any of the fees referred to in Clause 11.4 (*Agency Fee*).

"**Amendment Agreement**" means the amendment and restatement agreement dated 22 June 2023 in relation to the amendment and restatement of the Original Facility Agreement.

**"Anti-Corruption Laws"** means all laws, rules, and regulations of any jurisdiction applicable to the Company or its Subsidiaries from time to time concerning or relating to bribery or corruption.

**"Anti-Money Laundering Laws"** means any applicable laws or regulations in any jurisdiction in which the Borrower or any Group Company is located or doing business that relate to money laundering and terrorism financing, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

**"Applicable GAAP"** means, in the case of the consolidated financial statements of the Company (or the Group), U.S. GAAP, and in the case of the unconsolidated financial statements of any Obligor or the consolidated financial statements of any Obligor other than the Company, the accounting principles generally accepted in its jurisdiction of incorporation from time to time.

**"Applicable Pledge Percentage"** means (A) 100% of the issued and outstanding Equity Interests of each Pledge Subsidiary that is a Domestic Subsidiary and (B) 65% of the issued and outstanding Equity Interests entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) and 100% of the issued and outstanding Equity Interests not entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) in each Pledge Subsidiary that is a Foreign Subsidiary.

**"Approved Fund"** means any person (other than a natural person) that is regularly engaged in investing in L/G facilities and issuing L/Gs in the ordinary course of its business and 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.

**"Approved Jurisdiction"** means the U.S., United Kingdom, any member state of the European Union, Switzerland and any other jurisdiction in which an Obligor is incorporated.

**"Attributable Indebtedness"** means, on any date, in respect of any finance lease of any person, the capitalized amount thereof that would appear on the balance sheet of such person prepared as of such date in accordance with U.S. GAAP; provided that in no event shall an operating lease be treated

as Attributable Indebtedness regardless of whether such obligation appears on a balance sheet in accordance with U.S. GAAP.

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration of a Governmental Authority.

**"Availability Period"** means the period from and including the date of this Agreement to and including the Termination Date.

**"Available Commitment"** means a Lender's Commitment minus:

- (a) the Base Currency Amount of its participation in any outstanding L/Gs under the Facility (including any Indemnified Loss Amounts paid by a Lender to an Entitled Lender pursuant to paragraph (f) of Clause 27.6 (*Loss Sharing in respect of L/Gs*); and
- (b) in relation to any proposed Utilisation, the Base Currency Amount of its participation in any L/Gs that are due to be issued on or before the proposed Utilisation Date,

**provided that**, in relation to any proposed Utilisation, that Lender's participation in any L/Gs that are due to expire, be repaid or prepaid on or before the proposed Utilisation Date shall not be deducted from a Lender's Commitment under the Facility.

**"Available Facility"** means the aggregate for the time being of each Lender's Available Commitment in respect of the Facility.

**"Bank Levy"** means (i) any amount payable by any Finance Party or any of its Affiliates on the basis of, or in relation to, its balance sheet or capital base or any part of it or its liabilities or minimum regulatory capital or any combination thereof (including the German bank levy as set out in the German Restructuring Fund Act 2010 (*Restrukturierungsfondsgesetz*)) and (ii) any other levy or tax in any jurisdiction levied on a similar basis or for a similar purpose, in each case only if and to the extent it has been enacted at the signing date of this Agreement or (if applicable) as at the date that Finance Party accedes to this Agreement.

**"Base Currency"** means EUR.

**"Base Currency Amount"** means,

- (a) if the Electronic Platform is available, the amount specified in the Utilisation Request (or, if the amount requested is not denominated in the Base Currency, that amount converted by the Electronic Platform into the Base Currency at the Spot Rate of Exchange on the date on which the relevant Issuing Bank approves the issuance of the L/G); or
- (b) if the Electronic Platform is not available, the amount specified in the Utilisation Request delivered by a Borrower to an Issuing Bank (or, if the amount requested is not denominated in the Base Currency, that amount converted into the Base Currency at the Spot Rate of Exchange on the date which is three Business Days before the Utilisation Date or, if later, on the date the relevant Issuing Bank receives the Utilisation Request in accordance with the terms of this Agreement)

and as adjusted under Clause 6 (*Rebasing*) and to reflect any repayment or prepayment of an L/G.

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 24 (*Changes to the Obligors*) and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary

"**Budget**" means the budget for the financial year 2021/2022 plus the 3 (three) year forecast of the Company (each on an annual consolidated basis) including a balance sheet, profit and loss statement and cash flow calculation (the profit and loss statement also including a break down on business segments).

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in New York City, Frankfurt am Main and Luxembourg and in relation to any Utilisation by way of issuance, or any reduction or rebasing or repayment of an L/G on which banks are open for general business at the place of the Agent and the Facility Office of the Issuing Bank.

"**Cash Cover**" means the cash collateral for an L/G referred to in Clause 10 (*Cash Cover*).

"**Change of Control**" means any person or group of persons acting in concert (other than a member of the Hillenbrand Family Group) gains control of the Company and/or Coperion GmbH ceases to be a wholly-owned (direct or indirect) Subsidiary of the Company.

For the purpose of this definition "**control**" means: (a) the ownership, directly or indirectly, beneficially or of record of the lower of (i) shares of capital stock having voting rights representing more than 50% of the aggregate outstanding shares of capital stock of the Company having voting rights or (ii) Equity Interests representing more than 40% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Company; or (b) the occupation of a majority of the seats (other than vacant seats) on the board of directors of the Company by persons who were neither (y) nominated or approved by the board of directors of the Company nor (z) appointed by directors so nominated or approved; and

"**a group of persons acting in concert**" means two or more persons acting as a partnership, limited partnership, syndicate, or other group for the purpose of acquiring, holding, or disposing of securities of an issuer or shares of capital stock in a corporation.

"**Code**" means, at any date, the US Internal Revenue Code of 1986 (or any successor legislation thereto) and the regulations promulgated and the judicial and administrative decisions rendered under it, all as the same may be in effect at such date.

"**Collateral**" means any and all property of any Domestic Obligor, now existing or hereafter acquired, that is at any time subject to a security interest or Security in favor of the Security Agent, on behalf of itself and the Secured Parties pursuant to the Collateral Documents to secure the Secured Obligations, other than the Excluded Assets. For purposes of clarification, any such property shall constitute "Collateral" only during the Collateral Period.

"**Collateral Documents**" means, collectively, the Security Agreement, and all other agreements, instruments and documents executed in connection with this Agreement that are intended to create, perfect or evidence Security to secure the Secured Obligations, including, without limitation, all other security agreements, pledge agreements, pledges, collateral assignments or similar agreements hereafter executed by any Domestic Obligor and delivered to the Agent.

"**Collateral Period**" means the period from and after the date of a Collateral Springing Event.

"**Collateral Springing Event**" means the occurrence of the following during the Adjusted Period: both (i) the Corporate Family Rating from S&P is BB or lower and (ii) the Corporate Family Rating from Moody's is Ba2 or lower.

"**Commercial Lifetime**" means, in respect of any L/G which does not provide for a specific expiration date, the period from the date of issuance of that L/G until the expected maturity of that L/G as indicated by the Borrower in the relevant Utilisation Request determined on the basis of the lifetime of the underlying obligations.

"**Commitment**" means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Commitment in EUR" in Part 2 of Schedule 1 (*The Original Parties*) and the amount in the Base Currency of any Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Increase*); and
- (b) in relation to any other Lender, the amount in the Base Currency of a Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Increase*) or Clause 2.3 (*Allocation of Additional Commitments*),

in each case, for the avoidance of doubt, as reduced due to any cancellation in accordance with the terms of this Agreement.

"**Compliance Certificate**" means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*).

"**Confidential Information**" means all information relating to the Company, any Obligor, the Group and any other Subsidiary or their respective businesses, the Finance Documents or the Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facility from either:

- (a) any member of the Group or any of its advisers on its behalf; or
- (b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any member of the Group or any of its advisers on its behalf,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

- (i) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 35 (*Confidentiality*); or
- (ii) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers; or
- (iii) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.



"**Confidentiality Undertaking**" means a confidentiality undertaking substantially in a recommended form of the LMA as set out in Schedule 10 (*LMA Form of Confidentiality Undertaking*) or in any other form agreed between the Company and the Agent.

"**Consolidated EBITDA**" has the meaning given to that term in Clause 20.1 (*Financial Definitions*).

"**Consolidated Indebtedness**" has the meaning given to that term in Clause 20.1 (*Financial Definitions*).

"**Consolidated Revenues**" has the meaning given to that term in Clause 20.1 (*Financial Definitions*).

"**Consolidated Total Assets**" has the meaning given to that term in Clause 20.1 (*Financial Definitions*).

"**Contractual Obligation**" means, as to any person, any provision of any security issued by such person or of any agreement, instrument or other undertaking to which such person is a party or by which it or any of its property is bound.

"**Corporate Family Rating**" means the public corporate credit rating established for the Company by S&P and the public corporate family rating established for the Company by Moody's.

"**Counter Guarantee**" means a guarantee (or similar instrument acceptable to the relevant Issuing Bank) issued by an Acceptable Bank for the benefit of the Issuing Bank and being either substantially in the form agreed between the Company and each of the Issuing Banks prior to the date of this Agreement as attached in Schedule 14 (*Form of Bank Guarantee*) or otherwise in a form and substance reasonably satisfactory to that Issuing Bank and the Company.

"**CPS**" means the Crown Prosecution Service of the United Kingdom (or any successor or replacement body from time to time).

"**Criminal Pension Power**" means any action taken under, pursuant to or in connection with section 58A, section 58B, section 58C or section 58D of the United Kingdom Pensions Act 2004.

"**CTA**" means the United Kingdom Corporation Tax Act 2009.

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

"**Defaulting Lender**" means any Lender:

- (a) which has failed to issue an L/G or has notified the Agent that it will not issue an L/G in accordance with Clause 5.3 (*Issue of L/Gs*) or which has failed to pay a claim or has notified the Agent or the Company that it will not pay a claim in accordance with Clause 7.1 (*Claims under an L/G*);
- (b) which has otherwise rescinded or repudiated a Finance Document;
- (c) which has failed, within five Business Days after request by the Agent, acting reasonably, to confirm in writing that it will comply with its obligations to issue L/Gs under this Agreement **provided that** such Lender shall cease to be a Defaulting Lender pursuant to this paragraph (c) upon the Agent receiving such confirmation in form and substance satisfactory to it; or

- (d) with respect to which an Insolvency Event has occurred and is continuing,

unless, in the case of paragraph (a) above:

- (i) its failure to pay or so issue L/Gs is caused by:
  - (A) administrative or technical error; or
  - (B) a Disruption Event; andpayment is made within five Business Days of its due date; or
- (ii) the Lender is disputing in good faith whether it is contractually obliged to issue the L/G or make the payment in question.

"**Disposal**" means the sale, transfer, license, lease or other disposal (including any sale and leaseback transaction) of any property or asset by a person, including any sale, assignment (excluding any Security), transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith and "**dispose**" shall be construed accordingly.

"**Disruption Event**" means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that or any other Party:
  - (i) from performing its payment obligations under the Finance Documents; or
  - (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"**Domestic Foreign Holdco Subsidiary**" means a Subsidiary organised under the laws of any jurisdiction within the United States (excluding any possession or territory thereof), substantially all of the assets of which consist of the Equity Interests (including Equity Interests held through entities disregarded from their owner for U.S. Federal income tax purposes) of (and/or receivables or other amounts due from) one or more Foreign Subsidiaries that are "controlled foreign corporations" within the

meaning of section 957 of the Code, so long as such Domestic Subsidiary (i) does not conduct any business or other activities other than the ownership of such Equity Interests and/or receivables and (ii) does not incur, and is not otherwise liable for, any Financial Indebtedness (other than intercompany indebtedness permitted pursuant to paragraph (b)(vii) of Clause 21.14 (*Financial Indebtedness*)), in each case, other than immaterial assets and activities reasonably related or ancillary thereto.

**"Domestic Obligor"** means the Company and each other Obligor that is a Domestic Subsidiary.

**"Domestic Subsidiary"** means any Subsidiary organised under the laws of any jurisdiction within the United States (excluding any possession or territory thereof) other than any Domestic Foreign Holdco Subsidiary.

**"Effective Date"** has the meaning given to such term in the Amendment Agreement.

**"Electronic Platform"** means any internet communication system for the communication, processing and calculations to be made in connection with the issuance and administration of L/Gs the implementation of which shall be agreed between the Company and each Issuing Bank, and which may be replaced from time to time provided that the Company and all Issuing Banks agree to such change, provided, however, that the Parties hereby agree to use a multi-bank internet communication system as described above at any relevant point in time, unless the Electronic Platform is not available, during the term of this Agreement.

**"Electronic Platform Agreement"** means the Agreement entered into between the Company and an Issuing Bank in relation to the use of the Electronic Platform, substantially in the form attached hereto as Schedule 13.

**"Employee Plan"** means an employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV or Section 303 of ERISA, or Section 412 of the Code and in respect of which an Obligor or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

**"Environmental Laws"** means all laws, rules, regulations, codes, ordinances, or binding orders, decrees, judgments or injunctions, issued, promulgated or entered into by any Governmental Authority, relating to pollution or protection of the environment, preservation or reclamation of natural resources, the management, release or threatened release of or governing exposure to any Hazardous Material.

**"Environmental Licence"** means any permit, license or other approval required at any time under Environmental Laws.

**"Equity Interests"** means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership in a person and any warrants, options or other similar rights entitling the holder thereof to, purchase or acquire any of the foregoing **provided that** "Equity Interests" shall not include Financial Indebtedness that is convertible into Equity Interests.

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

**"ERISA Affiliate"** means any trade or business (whether or not incorporated) that, together with the Company, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

**"ERISA Event"** means:

- (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to an Employee Plan (other than an event for which any notice period is waived);
- (b) the failure to satisfy the "minimum funding standard" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived;

- (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Employee Plan;
- (d) the incurrence by the Company or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Employee Plan;
- (e) the receipt by the Company or any ERISA Affiliate from the PBGC or a plan administrator of any written notice relating to an intention to terminate any Employee Plan or Employee Plans or to appoint a trustee to administer any Employee Plan;
- (f) the incurrence by the Company or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal of the Company or any of its ERISA Affiliates from any Employee Plan or Multiemployer Plan; or
- (g) the receipt by the Company or any ERISA Affiliate of any written notice, or the receipt by any Multiemployer Plan from the Company or any ERISA Affiliate of any written notice, concerning the imposition upon the Company or any of its ERISA Affiliates of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in critical or endangered status, within the meaning of ERISA.

**"Event of Default"** means any event or circumstance specified as such in Clause 22 (*Events of Default*).

**"Excluded Accounts"** means (i) Payroll Accounts, (ii) deposit accounts consisting of withheld income, employment or other taxes in such amounts as are required in the reasonable judgment of the Company to be paid to the IRS or other Governmental Authority, (iii) deposit accounts consisting of amounts required to be paid over to an employee benefit plan on behalf of or for the benefit of employees of one or more Obligors or their Subsidiaries and (iv) deposit accounts that hold funds not owned by any Obligor or funds being held in trust or in escrow for the benefit of or on behalf of a Person that is not an Obligor, (v) zero-balance disbursement accounts (that are not collection accounts) and (vi) other deposit accounts with an aggregate amount on deposit therein of not more than \$10,000,000 at any one time for all Obligors (provided that the amount on deposit in any individual deposit account for such deposit account to constitute "Excluded Accounts" pursuant to the foregoing de minimis threshold must be less than \$2,500,000 at all times).

**"Excluded Assets"** means, collectively: (i) any fee-owned real property and all leasehold interests and similar rights in real property such as occupancy agreements and licenses, (ii) any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with

respect thereto, solely to the extent, if any, that and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application or any registration that issues from such intent to use application under applicable federal law, (iii) assets in respect of which pledges and security interests are prohibited by applicable law, rule or regulation or agreements with any governmental authority (other than to the extent that such prohibition would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable law); provided that, immediately upon the ineffectiveness, lapse or termination of any such prohibitions, such assets shall automatically cease to constitute Excluded Assets, (iv) governmental licenses or state or local franchises, charters and authorizations and any other property and assets to the extent that the grant of security interests therein are prohibited or restricted thereby or under applicable laws (including, without limitation, rules and regulations of any governmental authority or agency) or the pledge or creation of a security interest in which would require governmental consent,

approval, license or authorization not obtained, other than to the extent such prohibition or limitation is rendered ineffective under the UCC or other applicable law notwithstanding such prohibition and other than proceeds and receivables thereof, the assignment of which is not prohibited under the UCC or other applicable law notwithstanding such prohibition, (v) Equity Interests in any entity other than wholly-owned Subsidiaries to the extent the pledge of which is not permitted by the terms of such entity's organizational or joint venture documents (unless any such restriction (A) would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable law or (B) is implemented for the purpose of causing such Equity Interests to constitute Excluded Assets), (vi) aircraft, railroad rolling stock, motor vehicles and other assets subject to certificates of title; letter of credit rights (except to the extent constituting a supporting obligation for other Collateral as to which perfection of the security interest in such other Collateral may be accomplished by the filing of a UCC financing statement); and commercial tort claims with a value, in the case of commercial tort claims, of less than \$35,000,000, (vii) any lease, license or other agreement or any property subject to a purchase money security interest or other arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or any other arrangement or create a right of termination in favor of any other party thereto (other than the Company or a Guarantor) (other than (x) to the extent that any such term has been waived or (y) to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable law); provided that, immediately upon the ineffectiveness, lapse or termination of any such term, such assets shall automatically cease to constitute Excluded Assets, (viii) Excluded Accounts, (ix) foreign assets (other than pledges of 65% of the voting Equity Interests and 100% of the non-voting Equity Interests in any First Tier Foreign Subsidiary which is a Material Foreign Subsidiary as contemplated by this Agreement) and assets of any Foreign Subsidiary, (x) Equity Interests in Excluded Subsidiaries and Foreign Subsidiaries (other than pledges of 65% of the voting Equity Interests and 100% of the non-voting Equity Interests in any First Tier Foreign Subsidiary which is a Material Foreign Subsidiary as contemplated by this Agreement), (xi) Margin Stock, (xii) Specified Principal Property, (xiii) Equity Interests in any Subsidiary that owns a Specified Principal Property, (xiv) any asset subject to a Security permitted by paragraphs (b)(v), (b)(vi), (b)(viii), (b)(xx), (b)(xxii) or (b)(xxviii) of Clause 21.3 (*Negative Pledge*), in each case, for so long as the contract or other agreement or arrangement pursuant to which such Security is granted or created prohibits the creation of any other Security on such property, and (xv) those assets as to which the Agent and the Company reasonably agree that the cost or other consequences of obtaining such a security interest or perfection thereof are likely to be excessive in relation to the benefit to the Lenders of the security to be afforded thereby; provided that, other than any proceeds, products, substitutions or replacements of any Excluded Assets described in clause (xiv) above, "Excluded Assets" shall not include any proceeds, products, substitutions or replacements of Excluded Assets (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Assets).

**"Excluded Subsidiary"** means:

- (a) any Domestic Foreign Holdco Subsidiary; and
- (b) any Domestic Subsidiary of the Company, so long as:
  - (i) its acting as a Guarantor under this Agreement would violate any law, rule or regulation applicable to such Domestic Subsidiary or would be prohibited by any contractual restriction or obligation applicable to such Domestic Subsidiary; and
  - (ii) the Agent shall have received a certificate of a Financial Officer of the Company to the effect that, based on advice of outside counsel, such Domestic Subsidiary acting as a Guarantor under this Agreement would cause such a violation or would be so prohibited as described in the foregoing paragraph (i).

**"Existing Bilateral Agreement"** means the existing bilateral guarantee agreement (*Rahmenavalkreditvertrag*) originally dated 11/26 September 2018 (as amended from time to time) entered into by Coperion GmbH as borrower and DZ Bank AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main as lender.

**"Existing L/G"** means any standby, commercial or trade letter of credit (*Akkreditiv*), surety (*Bürgschaft*) or guarantee (*Garantie*) excluding any surety or guarantee serving as collateral for any credit obligations (*Kreditbesicherungsavale*) issued under the Existing Syndicated L/G Facility Agreement and under the Existing Bilateral Agreement at the request of a Borrower or an Affiliate of a Borrower by a Lender as listed in Schedule 16 (*List of Existing L/Gs*).

**"Existing Syndicated L/G Facility Agreement"** means the EUR 175,000,000 syndicated L/G facility agreement originally dated 8 March 2018 (as amended or amended and restated on 4 September 2019, 10 January 2020, 19 May 2020 and 5 November 2020) originally among, *inter alios*, Hillenbrand, Inc. as the Company (as defined therein), the borrowers from time to time party thereto and guarantors from time to time party thereto, Commerzbank Aktiengesellschaft as mandated lead arranger and bookrunner, the lenders and issuing banks from time to time party thereto and Commerzbank Finance & Covered Bond S.A. as Agent of the other Finance Parties (each as defined therein) as amended from time to time.

**"Existing US Facility Agreement"** means that certain fourth amended and restated credit agreement, dated as of 8 June 2022, among the Company, the borrowers from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent (the **"Administrative Agent"**), and the lenders from time to time party thereto (as amended from time to time).

**"Face Amount"** means the principal face amount of an L/G in the Base Currency or, as the case may be, any Optional Currency in which such L/G has been issued, such amount representing the maximum liability of the Issuing Bank under such L/G.

**"Facility"** means the letter of credit facility made available under this Agreement as described in Clause 2.1 (*The Facility*).

**"Facility Office"** means the office or offices notified by a Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement.

**"FATCA"** means:

- (a) sections 1471 to 1474 of the Code or any associated regulations;
- (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

**"FATCA Application Date"** means:

- (a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or
- (b) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

**"FATCA Deduction"** means a deduction or withholding from a payment under a Finance Document required by FATCA.

**"FATCA Exempt Party"** means a Party that is entitled to receive payments free from any FATCA Deduction.

**"Finance Document"** means this Agreement, the Amendment Agreement, the Mandate Letter, the Agency Fee Letter, any Accession Letter, the Collateral Documents, the Pari Passu Intercreditor Agreement, any Increase Confirmation, any Compliance Certificate, any Utilisation Request, any Cash Cover Security Document, and any other document designated as such by the Agent and the Company.

**"Finance Party"** means the Agent, the Security Agent, the Arranger or a Lender.

**"Financial Indebtedness"** means any Indebtedness as defined in Clause 20.1 (*Financial Definitions*) of this Agreement.

**"Financial Officer"** means the chief financial officer, principal accounting officer, treasurer, assistant treasurer or controller of the Company.

**"Financial Quarter"** means each period of three months ending on 31 March, 30 June, 30 September or 31 December.

**"Financial Year"** means the financial year of the Company ending on 30 September as at the date of this Agreement; provided that the Company may change the financial year to end on 31 December with prior notice to the Agent but without consent of Agent or any Lender.

**"First Tier Foreign Subsidiary"** means each Foreign Subsidiary with respect to which any one or more of the Domestic Obligors directly owns more than 50% of such Foreign Subsidiary's issued and outstanding Equity Interests.

**"Foreign Lender"** means (a) if the applicable Borrower is a U.S. Person, a Lender, with respect to such Borrower, that is not a U.S. Person, and (b) if the applicable Borrower is not a U.S. Person, a Lender, with respect to such Borrower, that is resident or organized under the laws of a jurisdiction other than that in which such Borrower is resident for tax purposes.

**"Foreign Subsidiary"** means any Subsidiary which is not a Domestic Subsidiary.

**"Governmental Authority"** means any government of any nation or political subdivision thereof, whether state or local, the Pensions Regulator, 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.

**"Group"** means the Company and its Subsidiaries from time to time.

**"Group Company"** means any member of the Group.

**"Group Structure Chart"** means the group structure chart in the agreed form.

**"Guarantor"** means an Original Guarantor or an Additional Guarantor, unless any such entity has ceased to be a Guarantor in accordance with Clause 24 (*Changes to the Obligors*).

**"Guidelines"** means, together, the guidelines S-02.123 in relation to inter bank transactions of 22 September 1986 as issued by the Swiss Federal Tax Administration (*Merkblatt S-02.123 vom 22 September 1986 betreffend Zinsen von Bankguthaben, deren Gläubiger Banken sind (Interbankguthaben)*), S-02.130.1 in relation to money market instruments and book claims of April 1999 (*Merkblatt S-02.130.1 vom April 1999 "Geldmarktpapiere und Buchforderungen inländischer Schuldner"*), the circular letter No. 15 (1-015-DVS-2017) of 3 October 2017 in relation to bonds and derivative financial instruments as subject matter of taxation of Swiss federal income tax, Swiss withholding tax and Swiss stamp taxes (*Kreisschreiben Nr. 15 "Obligationen und derivative Finanzinstrumente als Gegenstand der direkten Bundessteuer, der Verrechnungssteuer sowie der Stempelabgaben" vom 3. Oktober 2017*), the circular letter No. 34 of 26 July 2011 (1-034-V-2011) in relation to customer credit balances (*Kreisschreiben Nr. 34 "Kundenguthaben" vom 26. Juli 2011*), the circular letter No. 46 of 24 July 2019 in relation to syndicated credit facilities (*Kreisschreiben Nr. 46 "Steuerliche Behandlung von Konsortialdarlehen, Schuldscheindarlehen, Wechseln und Unterbeteiligungen" vom 24. Juli 2019*) and the circular letter No. 47 of 25 July 2019 in relation to bonds (*Kreisschreiben Nr. 47 "Obligationen" vom 25. Juli 2019*) as issued, and as amended or replaced from time to time by the Swiss Federal Tax Administration, or as applied in accordance with a tax ruling (if any) issued by the Swiss Federal Tax Administration, or as substituted or superseded and overruled by any law, statute, ordinance, regulation, court decision or the like as in force from time to time.

**"Hazardous Materials"** means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants and contaminants listed, defined, designated, regulated or classified under applicable Environmental Laws as hazardous, toxic, radioactive, dangerous, a pollutant, a contaminant, petroleum, oil or words of similar meaning or effect, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes.

"**Hillenbrand Family Group**" means the descendants of John A. Hillenbrand in the direct line (*direkte Nachkommen*) and members of such descendants' families (i.e. spouses and registered partners) and trusts for the benefit of such natural persons.

"**Holding Company**" means, in relation to a person, any other person in respect of which it is a Subsidiary.

"**Impaired Agent**" means the Agent at any time when:

- (a) it has failed to make (or has notified a Party that it will not make) a payment required to be made by it under the Finance Documents by the due date for payment;
- (b) it otherwise rescinds or repudiates a Finance Document;
- (c) (if the Agent is also a Lender) it is a Defaulting Lender under paragraph (a) or (b) of the definition of "Defaulting Lender"; or
- (d) an Insolvency Event has occurred and is continuing with respect to the Agent;

unless, in the case of paragraph (a) above:

- (i) its failure to pay is caused by:

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(A) administrative or technical error; or

(B) a Disruption Event; and

payment is made within five (5) Business Days of its due date; or

- (ii) the Agent is disputing in good faith whether it is contractually obliged to make the payment in question.

"**Increase Confirmation**" means a confirmation substantially in the form set out in Schedule 5 (*Form of Increase Confirmation*).

"**Increase Lender**" has the meaning given to that term in Clause 2.2 (*Increase*).

"**Increase Period**" means the period beginning on the date falling six Months after the date of this Agreement and ending on the date falling six Months prior to the Termination Date **provided that** if only one or more of the Original Lenders participate in an increase, such period shall begin on the date of this Agreement in respect of such increase.

"**Ineligible Institution**" means (a) a natural person, (b) a Defaulting Lender or its Holding Company, (c) the Company, any of its Subsidiaries or any of its Affiliates, or (d) a company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person or relative(s) thereof.

"**Insolvency Event**" in relation to a Finance Party means that Finance Party:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief (including a moratorium) under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;
- (e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for a moratorium, its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:
  - (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or
  - (ii) is not dismissed, discharged, stayed or restrained in each case within thirty (30) days of the institution or presentation thereof;

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- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; and/or
- (g) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (f) above.

"**Issuing Bank**" means each Lender.

"**ITA**" means the United Kingdom Income Tax Act 2007.

"**Legal Reservations**" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of United Kingdom stamp duty may be void and defences of set-off or counterclaim;
- (c) similar principles, rights and defences under the laws of any relevant jurisdiction; and
- (d) any other matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinion delivered to the Agent under Clause 4.1 (*Initial conditions precedent*) or Clause 24 (*Changes to the Obligors*).

"Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Lender in accordance with Clause 2.2 (*Increase*) or Clause 23 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement.

"Leverage Ratio" has the meaning given to that term in Clause 20.1 (*Financial Definitions*).

"L/G" means a standby, commercial or trade letter of credit (*Akkreditiv*), surety (*Bürgschaft*) or guarantee (*Garantie*) but excludes any surety or guarantee serving as collateral for any credit obligations (*Kreditbesicherungssavale*) which is:

- (a) in a form agreed by the relevant Issuing Bank; or
- (b) an Existing L/G,

and which in each case satisfies the L/G Approved Criteria and is issued for any of the purposes set out in Clause 3.1 (*Purpose*).

"L/G Approved Criteria" means the following:

- (a) it is not unlawful or illegal in any jurisdiction for the relevant Issuing Bank to issue the L/G;
- (b) the principal amount payable under the L/G is specified in that L/G;

- (c) the currency of the amount payable is specified in the L/G and specified at the time of issuance;
- (d) the beneficiary as specified in that L/G is reasonably acceptable to the Issuing Bank;
- (e) pursuant to the terms of the L/G the relevant Issuing Bank deals in documents only and the relevant Issuing Bank is authorised to pay any claim made or purported to be made under that L/G which appears on its face to be in order;
- (f) the L/G contains a provision stating when the obligation of an Issuing Bank under the L/G shall terminate (e. g. specific expiration date, return of L/G deed, release letter) or may be cancelled or not renewed by an Issuing Bank in accordance with its terms;
- (g) the L/G specifies its effective date or is stated to be effective on issuance;
- (h) the L/G is subject to International Standby Practices 1998 (International Chamber of Commerce Publication No. 590, or any subsequent revision thereof) or the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (International Chamber of Commerce Publication No. 600, 2007 revision, or any subsequent revision thereof) or the terms are otherwise satisfactory to the relevant Issuing Bank;
- (i) the L/G is governed by the laws of Germany or the laws of any other jurisdiction reasonably satisfactory to the relevant Issuing Bank;
- (j) the terms of the L/G must contain a narrative reference to what has been reported to the Issuing Bank about the underlying transaction but must not contain any confirmation with regard to facts of the underlying contract;
- (k) the terms of the L/G must contain a purpose clause which shall be described in sufficient detail to cover a Borrower's obligations arising from the underlying transaction;
- (l) the payment obligation of the Issuing Bank must be worded as an irrevocable obligation to pay a specific maximum amount of money and not for specific performance of the underlying contract;
- (m) the payment obligation of the Issuing Bank shall be conditional upon presentation of a demand for payment with or, as the case may be, without simultaneous presentation of other documents. The terms of the L/G shall provide that receipt of a formally valid demand for payment has to be made to the Issuing Bank by the expiry date at the latest and confirm that thereafter no further demand shall be honoured; and
- (n) the issuance of the L/G does not conflict or provide for inconsistency with (x) applicable laws, regulations, rules, directions and rulings, (y) any relevant decisions and rulings of any Governmental Authority and (z) any internal rules or guidelines of the Issuing Bank.

"L/G Fee Rate" means 0.80 per cent. per annum applicable from the Effective Date until the date the Compliance Certificate for the Relevant Period ending 30 June 2023 has been delivered and thereafter if:

- (a) no Event of Default has occurred and is continuing; and
- (b) the Leverage Ratio in respect of the most recently completed Relevant Period is within a range set out below,



then the L/G Fee Rate for each L/G will be the percentage per annum set out below in the column opposite that range:

| Level | Leverage Ratio                                     | L/G Fee Rate (in % p.a.) |
|-------|--|--------------------------|
| 8     | Greater than or equal to 4.0:1                     | 1.90                     |
| 7     | Greater than or equal to 3.5:1 but less than 4.0:1 | 1.55                     |
| 6     | Greater than or equal to 3.0:1 but less than 3.5:1 | 1.10                     |
| 5     | Greater than or equal to 2.5:1 but less than 3.0:1 | 0.95                     |
| 4     | Greater than or equal to 2.0:1 but less than 2.5:1 | 0.80                     |
| 3     | Greater than or equal to 1.5:1 but less than 2.0:1 | 0.70                     |
| 2     | Greater than or equal to 1.0:1 but less than 1.5:1 | 0.65                     |
| 1     | Less than 1.0:1                                    | 0.55                     |

However:

- (i) any increase or decrease in the L/G Fee Rate shall take effect on the date (the "**reset date**") which is the fifth Business Day following receipt by the Agent of the Compliance Certificate for a Relevant Period pursuant to Clause 19.2 (*Compliance Certificate*); and
- (ii) while an Event of Default is continuing or a Compliance Certificate has not been delivered on its due date and remains undelivered, the L/G Fee Rate shall be the highest percentage per annum set out above.

"**Liquidity Amount**" means, as of any date of determination, the lesser of (i) the sum of (a) 100% of the unrestricted and unencumbered cash and cash equivalents maintained by the Company and its Domestic Subsidiaries as of such date, plus (b) 70% of the unrestricted and unencumbered cash and cash equivalents maintained by the Company and its Subsidiaries in notional pooling structures outside of the United States and by its Foreign Subsidiaries as of such date and (ii) USD 500,000,000; provided however, that amounts calculated under this definition shall exclude any amounts that would not be considered "cash" or "cash equivalents" as recorded on the books of the Company or the applicable Subsidiary.

"**LMA**" means the Loan Market Association.

"**Majority Lenders**" means a Lender or Lenders whose Commitments aggregate more than 66 2/3 per cent. of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66 2/3 per cent. of the Total Commitments immediately prior to the reduction).

"**Mandate Letter**" means the letter dated 16 May 2022 between the Arranger and the Company.

"**Margin Stock**" has the meaning assigned to such term in Regulation U of the Board of Governors of the Federal Reserve System of the United States of America.

"**Material Adverse Effect**" means a material adverse effect on:

- (a) the business, operations or financial condition of the Group taken as a whole;
- (b) the ability of the Obligors to perform their payment obligations under the Finance Documents; and/or
- (c) the material rights or remedies of the Agent and the Lenders under the Finance Documents.

"**Material Domestic Subsidiary**" means, as of any date of determination, each Domestic Subsidiary:

- (a) whose revenues for a Relevant Period constitute five per cent. (5%) or more of the Consolidated Revenues for that Relevant Period; and/or
- (b) whose total assets at a time constitute five per cent. or more of the Consolidated Total Assets at that time,

in each case as of the last day of the immediately preceding Financial Year of the Company for which annual financial statements of the Company are available. Compliance with the conditions set out above shall be determined by reference to the annual audited consolidated financial statements of the Company.

"**Material Foreign Subsidiary**" means a Foreign Subsidiary that is a Material Subsidiary.

"**Material Indebtedness**" means, as of any date, Financial Indebtedness (other than Financial Indebtedness arising under this Agreement), or the net obligations in respect of one or more Swap Agreements, of any one or more of the Company and any other member of the Group in an aggregate principal amount exceeding USD 75,000,000 (or its equivalent in any other currency or currencies) as of such date. For purposes of determining Material Indebtedness, the "principal amount" of the net obligations of the Company or any member of the Group in respect of any Swap Agreement at any time shall be deemed to be the Swap Termination Value thereof as of such date.

"**Material Subsidiary**" means, as of any date of determination, a member of the Group (other than the Company):

- (a) whose revenues for a Relevant Period constitute five per cent. (5%) or more of the Consolidated Revenues for that Relevant Period; and/or
- (b) whose total assets at a time constitute five per cent. or more of the Consolidated Total Assets at that time,

in each case as of the last day of the immediately preceding Financial Year of the Company for which annual financial statements of the Company are available. Compliance with the conditions set out above shall be determined by reference to the annual audited consolidated financial statements of the Company.

A list of the initial Material Subsidiaries is set out in Schedule 14 (*List of initial Material Subsidiaries*).

"**Maturity Date**" means the last day of the Term of an L/G.

"**Milacron Pension Scheme**" means the existing pension scheme for which Milacron UK Ltd. (a registered company in England with number 04444980) is an employer

(for the purposes of sections 38 to 51 of the United Kingdom Pensions Act 2004).

"**Month**" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (a) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; and
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month.

The above rules will only apply to the last Month of any period. "**Monthly**" shall be construed accordingly.

"**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 the Company or any of its ERISA Affiliates is contributing or has any obligation to contribute.

"**New Lender**" has the meaning given to that term in Clause 23 (*Changes to the Lenders*).

"**Obligor**" means a Borrower or a Guarantor.

"**Optional Currency**" means a currency (other than the Base Currency) which complies with the conditions set out in Clause 4.3 (*Conditions relating to Optional Currencies*).

"**Original Facility Agreement**" refers to this Agreement prior to the Effective Date.

"**Original Financial Statements**" means:

- (a) in relation to the Company, its audited consolidated financial statements for the Financial Year ended 30 September 2021; and
- (b) in relation to each other Borrower, its audited financial statements for its financial year ended 30 September 2021.

"**Original Obligor**" means an Original Borrower or an Original Guarantor.

"**Pari Passu Intercreditor Agreement**" means an intercreditor agreement, in form and substance reasonably acceptable to the Agent and (if appointed) the Security Agent, to be entered into after a Collateral Springing Event and to be by and among the Agent, (if appointed) the Security Agent, the Administrative Agent, the Company and the other Domestic Obligors and other parties from time to time party thereto.

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

"**Party**" means a party to this Agreement.

"**Payroll Account**" means any deposit account of a Domestic Obligor that is used by such Domestic Obligor solely for payroll, payroll taxes and other employee wage benefit payments to or for the benefit of the employees of such Domestic Obligor.

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

"**Pensions Regulator**" means the body corporate established under section 1 of the United Kingdom Pensions Act 2004 (or any replacement or successor body from time to time).

"**Pledge Subsidiary**" means (i) each Domestic Subsidiary and (ii) each First Tier Foreign Subsidiary which is a Material Foreign Subsidiary.

"**Qualifying Lender**" has the meaning given to it in Clause 12 (*Tax gross-up and indemnities*).

"**Quarter Date**" has the meaning given to it in Clause 20.1 (*Financial Definitions*).

"**Regulations T, U and X**" means, respectively, Regulations T, U and X of the Board of Governors of the Federal Reserve System of the United States (or any successor) as now and from time to time in effect from the date of this Agreement.

"**Relevant Nominating Body**" means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

"**Relevant Period**" has the meaning given to that term in Clause 20.1 (*Financial Definitions*).

"**Related Fund**" in relation to a fund (the "**first fund**"), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

"**Repeated Representations**" means each of the representations set out in Clause 18 (*Representations*) other than Clauses 18.7 (*Deduction of Tax*), 18.10 (*No default*), 18.12 (*No misleading Information*), 18.13 (*Financial statements*), 18.16 (*Environmental laws and licences*) and 18.17 (*Good title to assets*).

"**Representative**" means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

**"Resignation Letter"** means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*).

**"Responsible Officer"** means the chief executive officer, president, Financial Officer or any other person designated by any such person in writing to the Agent and reasonably acceptable to the Agent.

**"Restricted Payment"** means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in any member of the Group or any payment (whether in cash, securities or other property) on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in any member of the Group or any option, warrant or other right to acquire such Equity Interests in any member of the Group.

**"S&P"** means Standard & Poor's Rating Services, a Standard & Poor's Financial Services LLC business.

**"Sanctioned Country"** means, at any time, a country, region or territory which is itself the subject or target of any comprehensive Sanctions (as of the Effective Date, including but not limited to, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the Crimea, Zaporizhzhia and Kherson Regions of Ukraine, Cuba, Iran, North Korea, Sudan, South-Sudan and Syria).

**"Sanctioned Person"** means, at any time, (a) any person listed in any Sanctions-related list of designated persons maintained by, or public announcement of Sanctions designation made by the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union including its member states, His Majesty's Treasury of the United Kingdom or the Swiss Confederation and its State Secretariat for Economic Affairs SECO and/or its Directorate of International Law or any other respective governmental institution and agency of any of the foregoing each as amended, supplemented or substituted from time to time, (b) any person located, organized or

resident in a Sanctioned Country or (c) any person owned 50% or more or controlled by any such person or persons described in the foregoing clauses (a) or (b).

**"Sanctions"** means any international economic sanctions imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC) or the U.S. Department of State, (b) the United Nations Security Council, the European Union including its member states or His Majesty's Treasury of the United Kingdom or (c) the Swiss Confederation and administered by its State Secretariat for Economic Affairs SECO and/or Directorate of International Law or any other respective governmental institution and agency of any of the foregoing.

**"Schenck"** means, collectively, Schenck Process Holding North America, Inc., a corporation incorporated under the laws of Delaware, and Baker Perkins Holdings Limited, a private limited company incorporated under the laws of England and Wales.

**"Schenck Acquisition"** means the acquisition of all of the outstanding equity interests of Schenck by Milacron LLC, a Delaware limited liability company (**"Milacron"**), pursuant to the share purchase agreement, dated as of May 23, 2023 (together with all exhibits, schedules and disclosure letters thereto), by and between Schenck Process Holding GmbH as seller, Milacron as purchaser and Schenck.

**"SEC"** means the United States Securities and Exchange Commission or any successor thereto.

**"Secured Obligations"** means all present and future liabilities and obligations owing or incurred by any member of the Group and by each Obligor to any Secured Party under the Finance Documents (as amended from time to time), both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

**"Secured Parties"** means the Security Agent, the Agent or a Lender.

**"Security Agent"** means the security agent appointed by the Finance Parties after the date of a Collateral Springing Event.

**"Security Agreement"** means a pledge and security agreement (including any and all supplements thereto), in form and substance reasonably acceptable to the Lenders, between the Domestic Obligor and the Security Agent, for the benefit of the Security Agent and/or the other Secured Parties, as the same may be amended, restated, supplemented or otherwise modified from time to time.

**"Security"** means a mortgage, land charge, charge, pledge, lien, assignment or transfer for security purposes, retention of title arrangement or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Specified Time"** means a time determined in accordance with Schedule 11 (*Timetables*).

**"Specified Principal Property"** means all "Principal Property" as defined in the indenture, dated as of July 9, 2010, between the Company and U.S. Bank National Association, as trustee, as supplemented by Supplemental Indenture No. 3, dated as of September 25, 2019, among the Company, certain of the Subsidiaries as guarantors and U.S. Bank National Association, as trustee, as further supplemented by Supplemental Indenture No. 4, dated as of June 16, 2020, among the Company, certain of the Subsidiaries as guarantors and U.S. Bank National Association, as trustee and as further supplemented by Supplemental Indenture No. 7, dated as of March 3, 2021, among the Company, certain of the Subsidiaries as guarantors and U.S. Bank National Association, as trustee. As used herein, "Principal Property" is defined in such

indentures as of the Effective Date and without giving effect to any subsequent amendment, supplement or other modification of any such definition or any such indenture.

**"Spot Rate of Exchange"** means the exchange rate between Euro and an alternative currency which is displayed on the European Central Bank Website at [https://www.ecb.europa.eu/stats/policy\\_and\\_exchange\\_rates/euro\\_reference\\_exchange\\_rates/html/index.en.html](https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html) (or, the rate displayed on the appropriate page of such other information service which publishes the rate from time to time) or, if the respective alternative currency is not listed there, the current selling rate determined in the over-the-counter market (purchase Euro, sale alternative currency).

**"Subsidiary"** means:

- (a) in relation to any company or corporation incorporated in Germany, another company which is a subsidiary (*Tochterunternehmen*) of the first one within the meaning of §§271(2), 290 of the German Commercial Code (*Handelsgesetzbuch*); and
- (b) in relation to any company incorporated in any other jurisdiction, any entity from time to time of which another person has direct or indirect control and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation beneficially owns a majority of the equity securities or other ownership interests have ordinary voting rights of it (whether directly or indirectly through one or more intermediaries).

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

**"Swap Termination Value"** means, in respect of any one or more Swap Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Agreements, (a) for any date on or after the date such Swap 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 subsection (a), the amount(s) determined as the mark-to-market value(s) for such Swap Agreements, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Agreements (which may include a Lender or any Affiliate of a Lender).

**"Swiss Borrower"** means a Borrower incorporated in Switzerland and/or having its registered office in Switzerland and/or qualifying as a Swiss resident pursuant to Art. 9 of the Swiss Federal Withholding Tax Act.

**"Swiss Federal Withholding Tax"** means the Tax levied pursuant to the Swiss Federal Withholding Tax Act.

**"Swiss Federal Withholding Tax Act"** means the Swiss Federal Withholding Tax Act (*Bundesgesetz über die Verrechnungssteuer vom 13 Oktober 1965*); together with the related ordinances, regulations and guidelines, all as amended and applicable from time to time.

**"Swiss Non-Bank Rules"** means the Swiss Ten Non-Qualifying Bank Creditor Rule and the Swiss Twenty Non-Qualifying Bank Creditor Rule.

**"Swiss Qualifying Bank"** means a person or entity (including any commercial bank or financial institution (irrespective of its jurisdiction of organisation)) acting on its own account which has a banking licence in force and effect issued in accordance with the banking laws in its jurisdiction of incorporation, or if acting through a branch, issued in accordance with the banking laws in the jurisdiction of such branch, and which, in both cases, effectively exercises as its main purpose a true banking activity, having bank personnel, premises, communication devices of its own and authority of decision making all in accordance and as defined in the Guidelines or in the legislation and explanatory notes addressing the same issues which are in force at such time.

**"Swiss Ten Non-Qualifying Bank Creditor Rule"** means the rule that the aggregate number of creditors (or deemed creditors) under this Agreement which are not Swiss Qualifying Banks must not exceed 10 (ten), all in accordance with the meaning of the Guidelines or legislation or explanatory notes addressing the same issues which are in force at such time.

**"Swiss Twenty Non-Qualifying Bank Creditor Rule"** means the rule that the aggregate number of creditors (or deemed creditors) (including the Lenders), other than Swiss Qualifying Banks, of a Swiss Borrower under all outstanding debts relevant for classification as debenture (*Kassenobligation*) (within the meaning of the Guidelines), such as loans, facilities and/or private placements (including under the Finance Documents) must not at any time exceed 20 (twenty), all in accordance with the meaning of the Guidelines or legislation or explanatory notes addressing the same issues which are in force at such time.

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

**"Term"** means such period determined under this Agreement for which the Issuing Bank is under a liability under an L/G.

**"Term A-2 Loans"** means the term loans made by certain lenders under the Existing US Facility Agreement to the Company pursuant to Section 2.01(c) of the Existing US Facility Agreement.

**"Termination Date"** means the earlier of (i) date falling five (5) years following the date of this Agreement and (ii) the date of the termination of the Existing US Facility Agreement (as such agreement may be from time to time extended or refinanced).

**"Total Commitments"** means the aggregate of the Commitments, being EUR 325,000,000 at the date of this Agreement.

**"Transfer Certificate"** means a certificate substantially in the form set out in Schedule 6 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Company.

**"Transfer Date"** means, in relation to an assignment and transfer by way of assumption of contract (*Vertragsübernahme*) pursuant to Clause 23.5 (*Procedure for assignment and transfer by way of assumption of contract (Vertragsübernahme)*), the later of:

- (a) the proposed Transfer Date specified in the Transfer Certificate; and
- (b) the date on which the Agent executes the Transfer Certificate.

**"UCC"** means the Uniform Commercial Code as in effect from time to time in the State of New York, or in any other State (as defined in the Uniform Commercial Code as in effect from time

to time in the State of New York), if the laws of such other State are required to be applied in connection with the issue of perfection or priority of security interests.

**"Unpaid Sum"** means any sum due and payable by an Obligor but unpaid by an Obligor under the Finance Documents.

"U.S." and "United States" means the United States of America, its territories, possessions and other areas subject to the jurisdiction of the United States of America.

"U.S. Borrower" means a Borrower whose jurisdiction of incorporation is a state of the United States or the District of Columbia.

"U.S. GAAP" means the generally accepted accounting principles in the United States of America as recognised by the Financial Accounting Standards Board or other body or authority that succeeds the Financial Accounting Standards Board in determining the generally accepted accounting principles in the United States from time to time.

"U.S. Person" means a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"U.S. Tax Obligor" means:

- (a) a Borrower which is resident for tax purposes in the U.S.; or
- (b) an Obligor some or all of whose payments under the Finance Documents are from sources within the U.S. for US federal income tax purposes.

"Utilisation" means the issuance of an L/G.

"Utilisation Date" means the date on which a Utilisation is to be made, being the date on which the relevant L/G is to be issued.

"Utilisation Request" means (i) a notice automatically generated by the Electronic Platform and sent to the respective Issuing Bank or (ii) in case the Electronic Platform is not available for such purpose, a notice substantially in the form set out in Schedule 3 (*Utilisation Request*).

"VAT" means:

- (a) any value added tax imposed by the Value Added Tax Act 1994;
- (b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (c) any other tax of a similar nature, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (a) or (b) above, or imposed elsewhere.

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

## 1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Agreement to:
  - (i) the "Agent", the "Arranger", any "Finance Party", any "Issuing Bank", any "Lender", any "Obligor" or any "Party" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
  - (ii) "assets" includes present and future properties, revenues and rights of every description;
  - (iii) "director" includes any statutory legal representative(s) (*organschaftlicher Vertreter*) of a person pursuant to the laws of its jurisdiction of incorporation, including but not limited to, in relation to a person incorporated or established in Germany, a managing director (*Geschäftsführer*) or member of the board of directors (*Vorstand*);
  - (iv) a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
  - (v) "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - (vi) a Lender's "participation" in relation to an L/G, shall be construed as a reference to the relevant amount that is or may be payable by a Lender in relation to that L/G;
  - (vii) a "person" includes any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity;
  - (viii) a person acting "reasonably" means the exercise of discretion in a reasonable manner (*nach billigem Ermessen*) as set out in section 315 of the German Civil Code (*Bürgerliches Gesetzbuch*).
  - (ix) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any Governmental Authority;
  - (x) a provision of law is a reference to that provision as amended or re-enacted;
  - (xi) a time of day is a reference to Luxembourg time; and
  - (xii) a reference to the date of this Agreement refers to 21 June 2022.
- (b) Section, Clause and Schedule headings are for ease of reference only.
- (c) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
- (d) A Default (including an Event of Default) is "continuing" if it has not been remedied or waived.

- (c) A Borrower **"repaying"** or **"prepaying"** an L/G means:
- (i) the Borrower providing Cash Cover for that L/G;
  - (ii) the Company receiving an L/G Reduction Notice as further specified in Clause 5.5 (Reversal and Reduction of L/Gs); or
  - (iii) the implementation of any other arrangement, including the delivery of a Counter Guarantee, satisfactory to the relevant Issuing Bank,

and the amount by which an L/G is repaid or prepaid under paragraphs 1.2(e)(i) to (iii) above is the amount of the relevant Cash Cover or reduction or Counter Guarantee (in the case Cash Cover is provided for an L/G denominated in an Optional Currency, converted into the currency in which that L/G is denominated at the Spot Rate of Exchange on the date on which Cash Cover is provided).

- (f) An L/G is **"outstanding"** until (i) the original of the L/G certificate (*Avalurkunde*) has been received by the Lender which has issued the relevant L/G, (ii) the relevant LG has expired pursuant to its terms, (iii) the Lender which has issued the L/G has been unconditionally released from liability and notified about such release, (iv) the relevant Borrower and the Lender which has issued the relevant L/G have confirmed, e.g. by way of e-mail exchange, that the respective L/G is no longer outstanding, or (v) the relevant Issuing Bank is otherwise satisfied (acting reasonably) that its obligations under the L/G have expired.
- (g) The Electronic Platform "is not available" means that:
- (i) the Company has informed the relevant Issuing Bank(s) that the Electronic Platform will not be operational or accessible (because of, but not limited to, any technical error, defects of any kind or an operating error due to which it is technically impossible to transfer the Utilisation Request in the form of electronic transfer) for a continuing period of more than twenty-four (24) hours until the Company confirms to the relevant Issuing Bank(s) and the Agent that the Electronic Platform is duly operating again;
  - (ii) the Company has informed the Agent and the Issuing Banks with thirty (30) Business Days prior written notice of its decision to discontinue the use of the Electronic Platform until the date another Electronic Platform commences operation (and the Company will notify the Issuing Banks) thirty (30) Business Days in advance of such date); and
  - (iii) in relation to the relevant Issuing Bank only, such Issuing Bank has terminated the Electronic Platform Agreement.

If the Electronic Platform cannot provide one of the services as assigned to under this Agreement it shall be treated as "not available" on in regard to any such (unavailable) service.

### 1.3 Currency symbols and definitions

"€", "EUR" and **"euro"** denote the single currency of the Participating Member States, "£", "GBP" and **"sterling"** denote the lawful currency of the United Kingdom, "\$", "USD" and **"dollars"** denote the lawful currency of the United States of America, "CHF" denotes the lawful currency of Switzerland, "SEK" denotes the lawful currency of Sweden, "SGD" denotes the lawful currency of Singapore, "CNY" denotes the lawful currency of the People's Republic of China, "INR" denotes the lawful currency of India, "SAR" denotes the lawful currency of Saudi Arabia and "YEN" denotes the lawful currency of Japan.

### 1.4 Language

This Agreement is made in the English language. For the avoidance of doubt, the English language version of this Agreement shall prevail over any translation of this Agreement. However, where a German translation of a word or phrase appears in the text of this Agreement, the German translation of such word or phrase shall prevail.

### 1.5 Pro Forma Calculations

Except as otherwise provided herein, all pro forma computations required to be made hereunder giving effect to any acquisition or disposition, or issuance, incurrence, assumption or repayment of Financial Indebtedness, or other transaction shall in each case be calculated giving pro forma effect thereto (and, in the case of any pro forma computation made hereunder to determine whether such acquisition or disposition, or issuance, incurrence, assumption or repayment of Financial Indebtedness, or other transaction is permitted to be consummated hereunder, to any other such transaction consummated since the first day of the period covered by any component of such pro forma computation and on or prior to the date of such computation) as if such transaction had occurred on the first day of the period of four consecutive Financial Quarters ending with the most recent Financial Quarter for which financial statements shall have been delivered pursuant to Clause 19.1 (*Financial statements*) (or, prior to the delivery of any such financial statements, ending with the last Financial Quarter included in the Original Financial Statements of the Company), and, to the extent applicable, to the historical earnings and cash flows associated with the assets acquired or disposed of (but without giving effect to any synergies or cost savings unless permitted by Article 11 of Regulation S-X of the U.S. Securities Act of 1933) and any related incurrence or reduction of Financial Indebtedness, all in accordance with that Article. If any Financial Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Financial Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Swap Agreement pertaining to interest rates applicable to such Financial Indebtedness).

### 1.6 Divisions

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

### 1.7 Certain Calculations

No Default or Event of Default shall arise as a result of any limitation or threshold set forth in Dollars in Clause 20 (*Financial covenants*) and 21 (*General undertakings*) under this Agreement being exceeded solely as a result of changes in currency exchange rates from those rates applicable on the last day of the fiscal quarter of the Company immediately preceding the fiscal quarter of the Company in which the applicable transaction or occurrence requiring a determination occurs.



## 2. THE FACILITY

### 2.1 The Facility

Subject to the terms of this Agreement, the Issuing Banks make available to the Borrowers a multicurrency letter of credit facility in an aggregate amount equal to the Total Commitments **provided that** the aggregate Base Currency Amount of all outstanding L/Gs issued by the Issuing Banks on behalf of (or at the request of) the Company may not exceed EUR 25,000,000 at any time.

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### 2.2 Increase

- (a) The Company may by giving at least three Business Days' prior notice to the Agent by no later than the date falling twenty (20) Business Days after the effective date of a cancellation of:
  - (i) the Available Commitments of a Defaulting Lender in accordance with paragraph (d) of Clause 9.6 (*Right of replacement or repayment and cancellation in relation to a single Lender*); or
  - (ii) the Commitments of a Lender in accordance with:
    - (A) Clause 9.1 (*Illegality*); or
    - (B) paragraph (a) of Clause 9.6 (*Right of replacement or repayment and cancellation in relation to a single Lender*),

request that the Commitments be increased (and the Commitments shall be so increased) in an aggregate amount in the Base Currency of up to the amount of the Available Commitments or Commitments so cancelled.

- (b) Subject to Clause 2.3 (*Allocation of Additional Commitments*) below, the Company may by giving at least three (3) Business Days' prior notice to the Agent request that the Total Commitments be increased (and the Total Commitments shall be so increased) in an aggregate amount in the Base Currency of at least EUR 5,000,000 **provided that**:
  - (i) the total Base Currency Amount of all such increases of Commitments made pursuant to this paragraph (b) must not exceed EUR 100,000,000 and the Total Commitments after any such increase must not exceed EUR 325,000,000;
  - (ii) the respective increase must become effective during the Increase Period; and
  - (iii) during the term of this Agreement the Company may not increase the Commitments more than four times pursuant to this paragraph (b).
- (c) The implementation of any increase pursuant to paragraph (a) or (b) above shall be subject to the following provisions and the implementation of any increase pursuant to paragraph (b) above shall in addition be subject to Clause 2.3 (*Allocation of Additional Commitments*):
  - (i) subject to Clause 2.3 (*Allocation of Additional Commitments*), the increased Commitments will be assumed by one or more Lenders or other banks, financial institutions, trusts, funds or other entities (each an "**Increase Lender**") selected by the Company (each of which shall not be a member of the Group) and each of which confirms in writing (whether in the relevant Increase Confirmation or otherwise) its willingness to assume and does assume all the obligations of a Lender corresponding to that part of the increased Commitments which it is to assume, as if it had been an Original Lender;
  - (ii) each of the Obligors and any Increase Lender shall assume obligations towards one another and/or acquire rights against one another as the Obligors and the Increase Lender would have assumed and/or acquired had the Increase Lender been an Original Lender;
  - (iii) each Increase Lender shall become a Party as a "Lender" and any Increase Lender and each of the other Finance Parties shall assume obligations towards

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one another and acquire rights against one another as that Increase Lender and those Finance Parties would have assumed and/or acquired had the Increase Lender been an Original Lender;

- (iv) the Commitments of the other Lenders shall continue in full force and effect; and
  - (v) any increase in the Commitments shall take effect on the date specified by the Company in the notice referred to above or any later date on which the conditions set out in paragraph (d) below are satisfied.
- (d) An increase in the Commitments will only be effective on:
    - (i) the execution by the Agent and the Company of an Increase Confirmation from the relevant Increase Lender; and
    - (ii) in relation to an Increase Lender which is not a Lender immediately prior to the relevant increase the Agent being satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assumption of the increased Commitments by that Increase Lender. The Agent shall promptly notify the Company and the Increase Lender upon being so satisfied.
  - (e) Each Increase Lender, by executing the Increase Confirmation, confirms (for the avoidance of doubt) that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the increase becomes effective.
  - (f) The Company shall, promptly on demand, pay the Agent the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with any increase in Commitments under this Clause 2.2.

- (g) The Company may pay to the Increase Lender a fee in the amount and at the times agreed between the Company and the Increase Lender in a letter between the Company and the Increase Lender setting out that fee **provided that** in respect of any increase made pursuant to paragraph (b) of this Clause 2.2 the following shall apply:
  - (i) no Increase Lender shall be given preferential treatment in respect of the amount of fees paid to it in respect of such increase so that a higher fee may only be paid if an Increase Lender is participating with a higher amount in the respective increase. Increase Lenders participating with equal amounts must be paid an equal amount of fees; and
  - (ii) the Company must offer to pay the participation fee in the Additional Commitment Request and any Additional Commitment Request served within the first six Months after the date of this Agreement shall offer at least the same level of participation fee as applicable on the signing date of this Agreement.
- (h) Clause 23.4 (*Limitation of responsibility of Existing Lender*) shall apply *mutatis mutandis* in this Clause 2.2 in relation to an Increase Lender as if references in that Clause to:
  - (i) an "**Existing Lender**" were references to all the Lenders immediately prior to the relevant increase;

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- (ii) the "**New Lender**" were references to that "**Increase Lender**"; and
- (iii) a "**re-transfer**" and "**re-assignment**" were references to respectively a "**transfer**" and "**assignment**".

### 2.3 Allocation of Additional Commitments

- (a) Subject to paragraph (b) of Clause 2.2 (*Increase*) above the Company may, at any time during the Increase Period, request the increase of the Total Commitments by a total amount of EUR 100,000,000 (the amount requested being the "**Requested Additional Commitment Amount**" and the increased part of the Total Commitments being the "**Additional Commitments**") by delivery to the Agent of a duly completed Additional Commitment Request setting out the total Additional Commitments and any fee the Company is offering to pay in respect thereto and asking each Lender whether it is willing to participate in the Additional Commitments on a pro rata basis (based on the proportion borne by its Commitments to the Total Commitments at the time of the request) (the "**Pro Rata Portion**"); **provided that** with regard to any increase up to an amount of EUR 25,000,000 in aggregate over the lifetime of this Agreement (any such increase, a "**Non-Pro Rata Increase**"), the increased Commitments may also be assumed by one or more Lenders or other banks, financial institutions, trusts, funds or other entities (any such Lender or other entity shall be deemed to be an "**Increase Lender**") selected by the Company (each of which shall not be a member of the Group) which has confirmed in writing its willingness to participate in the Additional Commitments with respect to the Non-Pro Rata Increase; and provided further that the provisions set out in Clause 2.2 (*Increase*) paragraphs (c)(iii) and (iv) and (d) to (h) shall apply to such Non-Pro Rata Increase *mutatis mutandis*. The Agent shall notify each Lender without undue delay after receipt of an Additional Commitment Request of the terms of that Additional Commitment Request by forwarding a copy of that Additional Commitment Request to each Lender. If the Additional Commitments are offered only to the Lenders, the Agent shall also notify each Lender of its potential Pro Rata Portion.
- (b) Within fifteen (15) Business Days of receipt of a copy of such Additional Commitment Request from the Agent (the "**First Response Period**"), each Lender shall notify the Agent and the Company whether it is prepared to participate in the Additional Commitments in its Pro Rata Portion. Any Lender which has not responded to the Agent within such period shall be deemed to have declined to participate in such Additional Commitment.
- (c) If the aggregate of the amounts (the "**Committed Amount**") notified by the Lenders prepared to participate in the Additional Commitment (each a "**Participating Lender**") to the Agent in accordance with, and within the period set out in paragraph (b) above is equal to the Requested Additional Commitment Amount, the Agent shall allocate the participations in the Additional Commitments to each Participating Lender based on the Pro Rata Portion of each Lender. If the Committed Amount is less than the Requested Additional Commitment Amount due to not all Lenders being Participating Lenders or a Participating Lender only willing to commit less than its Pro Rata Portion the Agent shall allocate the Additional Commitments to each Participating Lender based on the amounts notified by them (**provided that** no allocation shall be made in excess of a Pro Rata Portion of a Participating Lender) and shall then proceed as set out in paragraph (d) below. The Agent shall notify each Participating Lender and the Company of the allocation within five (5) Business Days after the expiry of the First Response Period. Each Participating Lender shall confirm in writing within five (5) Business Days after that notice being given by the Agent its willingness to assume the respective Additional Commitments by executing a

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respective Increase Confirmation as further specified in paragraph (c) of Clause 2.2 (*Increase*).

- (d) If the Agent determines that the Committed Amount is less than the Requested Additional Commitment Amount, it shall notify the Company and each Participating Lender without undue delay thereof and of the balance of the Requested Additional Commitment Amount and the Committed Amount (the "**Additional Commitment Shortfall**").
- (e) Each Participating Lender may then within five Business Days of such notification notify the Agent and the Company whether or not it is willing to increase its participation in the Additional Commitments (and if so by which amount). Any Participating Lender which has not responded to the Agent within such period shall be deemed to have declined to further increase its participation in the Additional Commitments. If the Agent then determines that the further increase in the Additional Commitments offered by the relevant Participating Lenders is equal to or less than the Additional Commitment Shortfall, it shall allocate further participations in the Requested Additional Commitments to each Participating Lender on the basis of the additional amounts offered by the respective Participating Lender. If the Agent determines that the aggregate amount of the further increase in the Additional Commitments offered by the relevant Participating Lenders is higher than the Additional Commitment Shortfall, it shall allocate the further participations pro rata based on the total amount of all Additional Commitments offered by Participating Lenders pursuant to this paragraph (e) and the share of each Participating Lender in such total amount. Sentences 3 and 4 of paragraph (c) above shall then apply *mutatis mutandis*.

- (f) If the Agent then determines that the aggregate amount of the Participating Lenders' Committed Amount is less than the Requested Additional Commitment Amount, it shall notify the Company without undue delay of such occurrence and of the final Additional Commitment Shortfall. The Company may then within twenty (20) Business Days of such notice select any other bank, financial institution, trusts, funds or other entities (each of which shall not be a member of the Group) to participate in the respective Additional Commitments **provided that** the aggregate amount of such participations shall not exceed the amount of the final Additional Commitment Shortfall and further **provided that** such potential lender confirms in writing within such twenty (20) Business Days its willingness to assume the respective Additional Commitments as further specified in paragraph (c) of Clause 2.2 (*Increase*) by executing the respective Increase Confirmation.
- (g) No Lender shall be obliged to participate in any Additional Commitment or increase its participation in the Additional Commitment it was prepared to assume unless it has otherwise agreed in accordance with paragraphs (c), (d) or (e) (as the case may be) above.

## 2.4 Finance Parties' rights and obligations

- (a) The obligations of each Finance Party under the Finance Documents are several and do not constitute a joint obligation (*Ausschluss der gesamtschuldnerischen Haftung*). Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.
- (b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and do not constitute a joint creditorship

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(*Ausschluss der Gesamtläubigerschaft*) and any debt arising under the Finance Documents to a Finance Party from an Obligor shall, except as otherwise set out in this Agreement or any other Finance Document, be a separate and independent debt (*Ausschluss der gesamtschuldnerischen Haftung*).

- (c) A Finance Party may, except as otherwise stated in the Finance Documents, separately enforce its rights under the Finance Documents.

## 3. PURPOSE

### 3.1 Purpose

Each Borrower shall use any L/G to collateralise obligations of, or claims against, any Borrower (or, subject to Clause 5.8 (*Affiliate of a Borrower*), any Affiliate Borrower) in each case arising in connection with the operational business requirements of any Borrower (or, subject to Clause 5.8 (*Affiliate of a Borrower*), any Affiliate Borrower) in relation to the issuance of:

- (a) tender guarantees (*Bietungsavale*);
- (b) advance payment guarantees (*Anzahlungsavale*);
- (c) performance guarantees (*Vertragserfüllungsavale*);
- (d) rental guarantees (*Mietavale*);
- (e) customs guarantees (*Zollavale*);
- (f) warranty guarantees (*Gewährleistungsavale*); or
- (g) payment guarantees for suppliers (*Lieferantenavale*).

### 3.2 Monitoring

No Finance Party is bound to monitor or verify the use of an L/G granted pursuant to this Agreement.

## 4. CONDITIONS OF UTILISATION

### 4.1 Initial conditions precedent

No Borrower may deliver a Utilisation Request to an Issuing Bank unless the Agent has received all of the documents and other evidence listed in Part 1 *Conditions Precedent to Initial Utilisation* of Schedule 2 (*Conditions Precedent*) in form and substance satisfactory to the Agent. The Agent shall notify the Company and the Lenders promptly upon being so satisfied.

### 4.2 Further conditions precedent

An Issuing Bank will only be obliged to comply with Clause 5.3 (*Issue of L/Gs*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

- (a) no Default is continuing or would result from the issue of the L/G;
- (b) the Repeated Representations made by each Obligor are true in all material respects; and
- (c) no Change of Control has occurred.

### 4.3 Conditions relating to Optional Currencies

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A currency will constitute an Optional Currency in relation to an L/G if it is:

- (a) USD, GBP or CHF; or
- (b) SEK, SGD, CNY, INR, SAR or YEN; or
- (c) any other currency agreed with the relevant Issuing Bank(s) as at or prior to receipt by it of the relevant Utilisation Request for that L/G;

**provided that** in the case of paragraphs (b) and (c) above, the aggregate Base Currency Amount of all L/Gs denominated in any such currencies shall not exceed EUR 20,000,000 at any time. Each Issuing Bank will only be obliged to issue an L/G in an Optional Currency if this Optional Currency (other than in the case of paragraphs (a) and (b) above) is approved between the relevant Issuing Bank and the relevant Borrower.

## 5. UTILISATION

### 5.1 General

- (a) Each Borrower may, subject to the provisions of this Clause 5 (*Utilisation*) and Clause 7 (*L/Gs*) utilise the Facility by delivering to the relevant Issuing Bank a duly completed Utilisation Request by entering the required data into the Electronic Platform.
- (b) If the Electronic Platform is not available for such purpose, the relevant Borrower may deliver the respective duly completed Utilisation Request to the relevant Issuing Bank not later than the Specified Time **provided that** any Utilisation Request not received via the Electronic Platform must be pre-advised to the relevant Issuing Bank by telephone by the relevant Borrower.
- (c) If the Utilisation Request has been delivered in accordance with paragraph (b) the Company shall enter the information from that Utilisation Request into the Electronic Platform once the Electronic Platform currently in use (or another Electronic Platform) is available again.
- (d) As soon as reasonably practicable following the date of this Agreement and all Existing L/Gs having been rolled as L/Gs into this Agreement, the Company shall endeavour to request Utilisations on a pro rata basis to ensure that the Commitment of each Lender is utilised pro-rata to its participation in the Total Commitments.

### 5.2 Completion of a Utilisation Request

- (a) Subject to Clause 5.8 (*Affiliate of a Borrower*) and paragraph (f) below, each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
  - (i) it identifies the relevant Borrower and the type of L/G;
  - (ii) it identifies the relevant Issuing Bank(s) and whether it is to be issued by one or several Issuing Banks (and in the latter case in which portions);
  - (iii) it identifies the proposed Utilisation Date which is a Business Day falling within the Availability Period;
  - (iv) it identifies the amount and currency of the requested L/G;
  - (v) the L/G is denominated in the Base Currency or an Optional Currency;
- (vi) the amount of the L/G requested is an amount whose Base Currency Amount is not more than the Available Facility and the Available Commitment of the Issuing Bank(s);
- (vii) a form of the relevant requested L/G as outlined in Clause 3.1 (*Purpose*) is (x) attached, (y) agreed with the relevant Issuing Bank and (z) satisfies the L/G Approved Criteria;
- (viii) the obligor of the obligations secured by the L/G is the respective Borrower, the beneficiary of the L/G is identified and the underlying contract is specified;
- (ix) it specifies the expiry date specified in the relevant L/G or, as the case may be, the expiry date of the Commercial Lifetime of the relevant L/G; and
- (x) the delivery instructions for the L/G are specified.
- (b) The Issuing Bank shall in no event be held responsible for a non - or a delayed processing of any Utilisation Request (irrespective of whether made through the Electronic Platform or otherwise) unless such delayed processing is caused by gross negligence or wilful misconduct on the part of the Issuing Bank. As the Issuing Bank will not, in the event of a Utilisation Request or other information submitted by telefax, letter or email, be in a position to verify whether any document received as a Utilisation Request has been duly authorised and sent by the relevant Borrower, the Company and each Borrower agrees that the Issuing Bank shall be entitled to execute all Utilisation Requests hereunder received by telefax, letter or email or with respect to which further information was delivered by telefax, letter or email if on their face such telefaxes, letters or emails appear to be duly authorised and executed by persons acting on behalf of the Company and/or the relevant Borrower who have been identified as authorised signatories in accordance with the Electronic Platform Agreement or in the certificate referred to under number 1 (g) of Part 1 or number 7 of Part 2 (*Conditions Precedent required to be delivered by an Additional Obligor*) of Schedule 2 (*Conditions Precedent*). The Issuing Banks shall not be held liable for the execution of any forged Utilisation Request received by telefax, letter or email except where the forgery is evident (*offensichtlich*) or the respective Issuing Bank acted with gross negligence or wilful misconduct. The Issuing Banks shall not be held responsible for any loss or damage caused by any documents being lost, duplicated, ended up in wrong hands or distorted when transmitted electronically or in any other form. In the event of any loss or damage arising to an Issuing Bank by reason of a technical malfunctioning or miscalculation or any technical error of the Electronic Platform and the Company has directly caused by gross negligence or wilful misconduct such malfunction, miscalculation or error, the Company shall indemnify that Issuing Bank in this respect.
- (c) Provided the requirements set out in Clause 4.1 (*Initial conditions precedent*) and Clause 4.2 (*Further conditions precedent*) are satisfied, each Existing L/G shall be treated as an L/G issued under this Agreement.
- (d) Only one L/G may be requested in each Utilisation Request.
- (e) The maximum aggregate Base Currency Amount of all outstanding standby, commercial or trade letters of credit shall at no time exceed EUR 50,000,000.

- (f) A Utilisation Request may only be revoked by the relevant Borrower by giving notice to the relevant Issuing Bank which has to be received by that Issuing Bank at a time that Issuing Bank will, with reasonable efforts, still be in a position to stop the process

that the relevant L/G is delivered to the relevant beneficiary or any other party as instructed by the relevant Borrower.

### 5.3 Issue of L/Gs

- (a) An L/G can be issued by one Issuing Bank or jointly by two or more Issuing Banks **provided that** there shall be no joint liability (*Gesamtschuldnerschaft*) between the relevant Issuing Banks and each Issuing Bank shall only be liable for payment of a certain portion of the Face Amount of the relevant L/G which portion must be set out in the L/G and comply with the requirements set out in paragraph (b) of Clause 5.4 (*Extension of L/Gs*) below.
- (b) A proposed Issuing Bank is not obliged to issue (and shall not issue) any L/G if it notifies the relevant Borrower that it will not be able to issue the L/G on the basis of any of the following grounds:
- (i) a Lender's share in the outstanding L/Gs (including, for the avoidance of doubt and without limitation, any L/G in respect of which Cash Cover has been provided) would exceed its Commitment;
  - (ii) the Base Currency Amount (calculated as at the date of the Utilisation Request) of all outstanding L/Gs constituting standby, commercial or trade letters of credit (including, for the avoidance of doubt and without limitation, any L/Gs of that type in respect of which Cash Cover has been provided) would exceed EUR 50,000,000;
  - (iii) the Base Currency Amount (calculated as at the date of the Utilisation Request) of all outstanding L/Gs (including, for the avoidance of doubt and without limitation, any L/G in respect of which Cash Cover has been provided) would exceed the Total Commitments;
  - (iv) the requirements of Clause 5.2 (*Completion of a Utilisation Request*) are not satisfied; or
  - (v) the L/G Approved Criteria are not satisfied and the relevant Issuing Bank is not willing to dispense with these requirements.

For the avoidance of doubt, any letter of credit or similar instrument issued by an Issuing Bank in excess of the amounts described above will be issued on a bilateral basis and not be subject to (nor benefit from) the provisions of this Agreement.

- (c) Subject to the terms of this Agreement being met:
- (i) the relevant Issuing Bank must issue the L/G on the Utilisation Date; or
  - (ii) with respect to the Existing L/Gs, on and from the date the requirements set out in Clause 4.1 (*Initial conditions precedent*) and Clause 4.2 (*Further conditions precedent*) are satisfied, each Existing L/G will be treated as an L/G issued under this Agreement.
- (d) The relevant Issuing Bank shall use the Electronic Platform, if the Electronic Platform is available, also for any amendment, reduction or cancellation of any L/G issued under the Electronic Platform as well as any payment requests and claims.

- (e) For the avoidance of doubt, each relevant Issuing Bank is itself responsible for checking whether any currency requested has been approved by it and whether all other requirements for a Utilisation are satisfied.

### 5.4 Extension of L/Gs

- (a) A Borrower may by giving a Utilisation Request request that an L/G issued on its behalf which would otherwise expire is extended by delivery to the relevant Issuing Bank of a notice specifying the new proposed Maturity Date in accordance with the terms of that L/G and, in any event, by no later than four Business Days before the Maturity Date of that L/G.
- (b) An Issuing Bank shall only be obliged to comply with such a Utilisation Request if on the date of the Utilisation Request and on the proposed extension date no Event of Default is continuing or would result from such extension and no Change of Control has occurred.
- (c) An Issuing Bank is not obliged to (and shall not) extend any L/G if as a result of such extension:
- (i) a Lender's share in the outstanding L/Gs (including, for the avoidance of doubt and without limitation, any L/G in respect of which Cash Cover has been provided) would exceed its Commitment;
  - (ii) the Base Currency Amount (calculated as at the date of the Utilisation Request) of all outstanding standby, commercial or trade letters of credit (including, for the avoidance of doubt and without limitation, any L/G in respect of which Cash Cover has been provided) would exceed EUR 50,000,000; or
  - (iii) the Base Currency Amount (calculated as at the date of the Utilisation Request) of all outstanding L/Gs (including, for the avoidance of doubt and without limitation, any L/G in respect of which Cash Cover has been provided) would exceed the Total Commitments.
- (d) The terms of each extended L/G will remain the same as before the extension, except that:
- (i) its amount may be reduced; and
  - (ii) its Maturity Date will be the date specified in the Utilisation Request.
- (e) Subject to the terms of this Agreement being met, the relevant Issuing Bank must extend the L/G in the manner requested.

## 5.5 Reversal and reduction of L/Gs

- (a) An Issuing Bank shall (if the Electronic Platform is available) enter into the Electronic Platform and otherwise give written notice to the Company (in each case an "**L/G Reduction Notice**") of any reduction pursuant to any event set out in paragraph (b) of this Clause 5.5 (*Reversal and reduction of L/Gs*) of the maximum amount payable under any L/G issued by it promptly upon the occurrence of such reduction.
- (b) For the purposes of paragraph (a) above, a reduction of the maximum amount payable under any L/G occurs if an Issuing Bank is satisfied that:
  - (i) in relation to an L/G issued by that Issuing Bank which under its terms expires without any doubt if no demand for payment has been received by that Issuing Bank on or before a specified expiry date, no demand in respect of that L/G has been received by that Issuing Bank on or before such date; or

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- (ii) in relation to an L/G issued by that Issuing Bank whose terms do not provide for an expiry without any doubt on a specific expiry date if no demand for payment has been received by that Issuing Bank on or before that date (or, in the case of a release of an L/G, on or before the expiry date specified therein):
      - (A) the original of the L/G (including all amendments (if any)) has been returned to that Issuing Bank by the beneficiary or the relevant Borrower; or
      - (B) the L/G has been released in writing by the beneficiary; or
    - (iii) in relation to an L/G whose terms provide for a reduction of its Face Amount, the conditions of such reduction under the terms of the L/G are without any doubt satisfied; or
    - (iv) the beneficiary has unconditionally certified to the Issuing Bank the reduction of the Face Amount of the L/G in writing; or
    - (v) after having effected (full or partial) payment pursuant to a demand to the extent it has been reimbursed by the relevant Borrower or on its behalf in the amount required by the terms of this Agreement; or
    - (vi) for the avoidance of doubt, such Issuing Bank is otherwise satisfied that it has no further liability under the relevant L/G.

## 5.6 Handling of Utilisation Requests, issuance of L/Gs

- (a) Promptly following receipt of the relevant Utilisation Request the relevant Issuing Bank shall determine whether, in respect of such Utilisation Request and the requested L/G, it complies with:
  - (i) the terms of sub-paragraphs (a) and (c) of Clause 5.2 (*Completion of a Utilisation Request*)
  - (ii) the terms of paragraph (b) of Clause 5.4 (*Extension of L/Gs*); and
  - (iii) the L/G Approved Criteria and all other requirements set out in this Clause 5 (the "**L/G Requirements**").
- (b) Following determination in accordance with paragraph (a), the relevant Issuing Bank shall confirm through the Electronic Platform (or, if the Electronic Platform is not available, inform the Company accordingly) whether:
  - (i) the L/G Requirements are fulfilled (and, if the L/G is denominated in an Optional Currency, the Electronic Platform will automatically (and if the Electronic Platform is not available, the Issuing Bank shall) calculate the Base Currency Amount with respect thereto); or
  - (ii) it will not be able to issue the requested L/G at all because all or some of the L/G Requirements are not fulfilled and, if so, which one(s).

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- (c) In the event of notification by the relevant Issuing Bank that it will not issue the requested L/G the relevant Borrower and the Borrower shall:
      - (i) agree with the relevant Issuing Bank such amendment of the requested L/G as is necessary and possible to enable the Issuing Bank to issue the relevant L/G; and
      - (ii) if no agreement can be reached between the relevant Issuing Bank and the Borrower (in particular if the L/G Requirements are not complied with):
        - (A) the Issuing Bank shall not issue the requested L/G; and
        - (B) the Borrower shall promptly withdraw the relevant Utilisation Request.
    - (d) The relevant Issuing Bank shall promptly enter into the Electronic Platform (or, if the Electronic Platform is not available, inform the Company of) all changes in respect of a requested L/G agreed with the relevant Borrower pursuant to paragraph (c) above.
    - (e) If the Electronic Platform is not available, the Company shall enter into the Electronic Platform the confirmation of the relevant Issuing Bank in accordance with paragraph (c) and all changes in respect of a requested L/G in accordance with paragraph (d), as applicable, once the Electronic Platform currently in use (or another Electronic Platform) is available again.

## 5.7 Reports

- (a) The Company will use its best efforts to generate under the Electronic Platform a report providing for the following figures within 10 Business Days after the end of each calendar quarter (the "**Reports**") and to deliver such Reports to the Agent for distribution to the Issuing Banks:
  - (i) the Base Currency Amount of all outstanding L/Gs as determined for such day;



- (ii) the aggregate Base Currency Amount of all outstanding L/Gs issued on behalf of the Company;
  - (iii) the aggregate Base Currency Amount of all outstanding L/Gs issued in an Optional Currency not being either USD, GBP or CHF; and
  - (iv) all relevant information (including the name of the beneficiary of the L/G, the type of L/G, the L/G amount, the date of issuance or prolongation and the initially fixed maturity date or Commercial Lifetime (and if applicable, any prolongation thereof) of such L/G) with respect to any L/G outstanding.
- (b) The Agent, the Lenders and the Issuing Banks may download copies of the Reports. In the event that the Agent and/or any Issuing Bank discovers an error in the Reports, such Party shall notify the Company and the relevant other Parties accordingly. Upon receipt of such notice, the relevant Parties shall seek mutual agreement on the relevant corrections and any entries in the Electronic Platform shall be made or, as the case may be, corrected by the Company and/or the relevant Issuing Bank accordingly. In the case that any such correction has an impact on the amount of any fees payable or paid under this Agreement, the relevant Issuing Bank shall notify the Company of any such difference which shall be taken into account by the Issuing Bank in the next notification to the Company and payment to the Lenders pursuant to Clause 11.1 (*Commitment fee*) or Clause 11.2 (*L/G fee*).

- (c) If the Electronic Platform is not available, each Issuing Bank shall upon request by the Agent provide the following figures to the Agent for distribution to the other Issuing Banks and the Company:
- (i) the Base Currency Amount of all its outstanding L/Gs as determined for such day;
  - (ii) the aggregate Base Currency Amount of all its outstanding L/Gs issued on behalf of the Company;
  - (iii) the aggregate Base Currency Amount of all its outstanding L/Gs issued in an Optional Currency not being either USD, GBP or CHF; and
  - (iv) all relevant information (including the name of the beneficiary of the L/G, the type of L/G, the L/G amount, the date of issuance or prolongation and the initially fixed maturity date or Commercial Lifetime (and if applicable, any prolongation thereof) of such L/G) with respect to any of its L/G outstanding.

Paragraph (b) shall apply mutatis mutandis.

## 5.8 Affiliate of a Borrower

- (a) Subject to the terms of this Agreement, an Affiliate of a Borrower may with the approval of the relevant Issuing Bank become a borrower (any such Affiliate, an "**Affiliate Borrower**") with respect to an L/G. An Affiliate of a Borrower which is a party to an Existing L/G will become a borrower if the relevant Existing L/Gs have been rolled as L/Gs into this Agreement.
- (b) The Company shall specify any relevant Affiliate Borrower in the Utilisation Request.
- (c) If a Borrower ceases to be a Borrower under this Agreement in accordance with Clause 24.3 (*Resignation of a Borrower*), any Subsidiary of such Borrower that is an Affiliate Borrower shall cease to have any rights under this Agreement and the Borrower is obliged to repay such L/G prior to ceasing to be a Borrower.
- (d) Where this Agreement or any other Finance Document imposes an obligation on a Borrower under an L/G and the relevant borrower is an Affiliate Borrower which is not a party to that document, the relevant Borrower shall ensure that the obligation is performed by its Affiliate.
- (e) Any reference in this Agreement or any other Finance Document to a Borrower being under no obligations (whether actual or contingent) as a Borrower under such Finance Document shall be construed to include a reference to any Affiliate of a Borrower being under no obligations under any Finance Document or L/G.

## 6. REBASING

### 6.1 Determination of the Base Currency Amount

On the last Business Day of each calendar quarter (a "**Calendar Quarter Date**") on which at least one L/G is outstanding under this Agreement which is denominated in an Optional Currency, the Electronic Platform shall automatically and, if the Electronic Platform is not available, each relevant Issuing Bank shall determine the Base Currency Amount of each L/G outstanding by notionally converting the amount of that L/G into the Base Currency on the basis of the Spot Rate of Exchange on the date of calculation.

### 6.2 Company's obligation to prepay

- (a) If with respect to a Calendar Quarter Date (each a "**Rebasing Day**") the aggregate Base Currency Amount of the outstanding L/Gs of an Issuing Bank exceeds its Commitment applicable on that Rebasing Day (the exceeding amount being the "**Excess Amount**"), the Company must, if requested by any Issuing Bank in writing to do so, within 10 Business Days following such request ensure that a sufficient amount of the outstanding L/Gs are prepaid by the Borrowers (including, for the avoidance of doubt, by providing Cash Cover), in each case to eliminate the Excess Amount.
- (b) If in respect of any Rebasing Day subsequent to a Rebasing Day in respect of which Cash Cover had been provided pursuant to paragraph (a) the Excess Amount has been reduced, the whole or relevant part of the Cash Cover shall be released within five Business Days of the relevant Rebasing Day **provided that** no Default has occurred which is continuing.

## 7. L/GS

### 7.1 Claims under an L/G

- (a) Each Borrower irrevocably and unconditionally authorises the relevant Issuing Bank to pay any claim made or purported to be made under an L/G requested by it (or requested by the Company on its behalf) and which appears on its face to be in order (in this Clause 7.1, a "**claim**") notwithstanding any defences against that claim which are or may be available to it under the law applicable to that L/G and which arise from, or relate to, the underlying transaction.
- (b) Each Borrower shall immediately on demand pay to the relevant Issuing Bank an amount equal to the amount of any claim.
- (c) Each Borrower acknowledges that an Issuing Bank:
  - (i) is not obliged to carry out any investigation or notify or seek any confirmation from any other person (including without limitation the Company and the Borrower) before paying a claim; and
  - (ii) deals in documents only and will not be concerned with the legality of a claim or any underlying transaction or any available set-off, counterclaim or other defence of any person (including without limitation any defences which arise from, or relate to, the underlying transaction which are or may be available to that Issuing Bank under the law applicable to the relevant L/G).
- (d) The obligations of a Borrower under this Clause will not be affected by:
  - (i) the sufficiency, accuracy or genuineness of any claim or any other document; or
  - (ii) any incapacity of, or limitation on the powers of, any person signing a claim or other document.

## 7.2 Indemnities

- (a) Each Borrower shall immediately on demand indemnify an Issuing Bank against any cost, loss or liability incurred by that Issuing Bank (otherwise than by reason of that Issuing Bank's gross negligence, bad faith or wilful misconduct) in acting as an Issuing Bank under any L/G requested by (or on behalf of) that Borrower.

- (b) The obligations of any Borrower under this Clause will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Clause (without limitation and whether or not known to it or any other person) including:
  - (i) any time, waiver or consent granted to, or composition with, any Obligor, any beneficiary under an L/G or any other person;
  - (ii) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group;
  - (iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor, any beneficiary under an L/G or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
  - (iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any beneficiary under an L/G or any other person;
  - (v) any amendment (however fundamental) or replacement of a Finance Document consented to by the Company, any L/G or any other document or security;
  - (vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document, any L/G or any other document or security; or
  - (vii) any insolvency or similar proceedings.
- (c) Neither the Company nor any Borrower shall be entitled to reject payment otherwise due by it pursuant to this Agreement on the basis of the argument that an L/G with respect to which an Issuing Bank claims payment should not have been issued or should not have been issued under its terms by that Issuing Bank pursuant to the terms of this Agreement or applicable law or regulations.

## 7.3 Rights of contribution

- (a) No Obligor will be entitled to any right of contribution or indemnity from any Finance Party in respect of any payment it may make under this Clause 7.
- (b) No Issuing Bank will be entitled to any right of contribution or indemnity from any other Issuing Bank other than pursuant to Clauses 27.6 (*Loss Sharing in respect of L/Gs*) and 27.7 (*Sharing of Recoveries / Adjustment of Loss Sharing*).

## 8. REPAYMENT

- (a) Subject to paragraph (b) below, each L/G which would otherwise be outstanding on the Termination Date shall be repaid on the Termination Date.
- (b) In respect of each outstanding L/G the Maturity Date of which falls after the Termination Date, an Issuing Bank may either:
  - (i) continue to provide the respective L/G on a bilateral basis on terms and conditions agreed upon between that Issuing Bank, the Company and the relevant Borrower in a separate agreement reasonably satisfactory to that Issuing Bank to be reached no later than on the Termination Date;

- (ii) continue to provide the respective L/G on a bilateral basis following receipt of a Counter Guarantee by no later than the Termination Date; or

(iii) require that Cash Cover (or such other security which is reasonably satisfactory to that Issuing Bank) is provided by the relevant Borrower (or the Company) with respect to the counterindemnity obligations owed to that Issuing Bank by the relevant Borrower in respect of the outstanding L/Gs issued by that Issuing Bank not later than on the Termination Date.

(c) Any negotiations between an Issuing Bank, the Company and the relevant Borrower about a bilateral continuation or the terms and conditions and the implementation of the Cash Cover or other Security shall be made between that Issuing Bank and the relevant Borrower directly without involvement of the Agent.

(d) Each L/G outstanding on the Termination Date shall, in the case of a bilateral continuation of that L/G pursuant to paragraph (b) above, for all purposes of this Agreement cease to be treated as an L/G issued under this Agreement as of the Termination Date provided however that unless otherwise agreed by the relevant Issuing Bank the fees set out in Clauses 11.2 (*L/G fee*) and 11.5 (*Issuance and Administration Fee*) shall continue to be payable. In addition, the fees set out in Clause 11.2 (*L/G fee*) shall be reduced as set out in paragraph (a) of Clause 11.2 (*L/G fee*).

## **9. PREPAYMENT AND CANCELLATION**

### **9.1 Illegality**

If, in any applicable jurisdiction, it becomes unlawful for a Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in any Utilisation or it becomes unlawful for any Affiliate of a Lender for that Lender to do so:

- (a) that Lender shall promptly notify the Agent upon becoming aware of that event;
- (b) upon the Agent notifying the Company, the Commitment of that Lender will be immediately cancelled and it shall not be obliged to issue any L/G; and
- (c) each Borrower and the Company shall cooperate with the relevant Lender to seek a release by the relevant beneficiaries of each L/G issued by that Lender and outstanding at such time and, if and to the extent an L/G is not released by the date notified by that Lender, the Company shall, or shall procure that any relevant Borrower will, prepay all outstanding L/Gs of that Lender.

### **9.2 Change of control**

In the event of a Change of Control:

- (a) the Company shall promptly notify the Agent upon becoming aware of that event;
- (b) a Lender shall not be obliged to issue any L/Gs; and
- (c) if a Lender so requires and notifies the Agent within 10 days of being informed by the Agent of the event, the Agent shall, by not less than 10 days' notice to the Company, cancel the Commitment of that Lender and declare the participation of that Lender in all outstanding L/Gs, together with accrued L/G fees, and all other amounts accrued under the Finance Documents owed to that Lender by the Obligors, immediately due and payable, whereupon the Commitment of that Lender will be cancelled and all such

outstanding amounts will become immediately due and payable and each Borrower shall prepay the relevant outstanding L/Gs.

### **9.3 Voluntary cancellation**

The Company may, if it gives the Agent not less than three Business Days' prior written notice (or such shorter period as the Majority Lenders may agree), cancel the whole or any part (being a minimum amount of EUR 5,000,000) of the Available Facility. Any cancellation under this Clause 9.3 shall reduce the Commitments of the Lenders rateably under the Facility.

### **9.4 Automatic cancellation**

If the first Utilisation Date has not occurred by the date falling one Month after the date of this Agreement, the Facility will be automatically cancelled in full.

### **9.5 Voluntary prepayment**

A Borrower on whose request an L/G has been issued may, if it gives the relevant Issuing Bank not less than three Business Days' prior notice (or such shorter period as the relevant Issuing Bank (or in case of any L/G issued by several Issuing Banks, all such Issuing Banks) may agree), prepay the whole or any part of that L/G.

### **9.6 Right of replacement or repayment and cancellation in relation to a single Lender**

- (a) If:
  - (i) any sum payable to any Lender by an Obligor is required to be increased under paragraph (c) of Clause 12.2 (*Tax gross-up*);
  - (ii) any Lender claims indemnification from the Company under Clause 12.3 (*Tax indemnity*) or Clause 13.1 (*Increased costs*); or
  - (iii) any Lender is a Defaulting Lender;

the Company may, whilst the circumstance giving rise to the requirement for that increase, indemnification or Defaulting Lender status continues, give the Agent notice of cancellation of the Commitment of that Lender and its intention to procure the repayment of that Lender's participation in the L/Gs.

- (b) On receipt of a notice of cancellation referred to in paragraph (a) above, the Commitment of that Lender shall immediately be reduced to zero.
- (c) Each Borrower to which a Utilisation is outstanding shall repay that Lender's participation in any such Utilisations.

- (d) The Company may, in the circumstances set out in paragraph (a) above, on three Business Days' prior notice to the Agent and the Lender (or such shorter period as the Majority Lenders may agree), replace that Lender by requiring that Lender to (and, to the extent permitted by law, that Lender shall) assign and transfer by way of assumption of contract (*Vertragsübernahme*) pursuant to Clause 23 (*Changes to the Lenders*) all (and not part only) of its Available Commitment under this Agreement to a Lender or other bank, financial institution, trust, fund or other entity (other than a member of the Group) selected by the Company which confirms its willingness to assume and does assume all the obligations of the transferring Lender in accordance with Clause 23 (*Changes to the Lenders*).

- (e) The replacement of a Lender pursuant to paragraph (d) above shall be subject to the following conditions:
- (i) the Company shall have no right to replace the Agent;
  - (ii) neither the Agent nor any Lender shall have any obligation to find a replacement Lender;
  - (iii) in no event shall the Lender replaced under paragraph (d) above be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents; and
  - (iv) the Lender shall only be obliged to assign and transfer its rights and obligations pursuant to paragraph (d) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer.
- (f) A Lender shall perform the checks described in paragraph 9.6 (e)(iv) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (d) above and shall notify the Agent and the Company when it is satisfied that it has complied with those checks.

#### 9.7 Mandatory repayment and cancellation of Lenders

If on the date falling six months before the earliest FATCA Application Date for any payment by a Party to a Lender (or to the Agent for the account of that Lender), that Lender is not a FATCA Exempt Party and, in the opinion of that Lender (acting reasonably), that Party will, as a consequence, be required to make a FATCA Deduction from a payment to that Lender (or to the Agent for the account of that Lender) on or after that FATCA Application Date (a "FATCA Event"):

- (a) that Lender shall, reasonably promptly after that date, notify the Agent of that FATCA Event and the relevant FATCA Application Date;
- (b) if, on the date falling one month before such FATCA Application Date, that FATCA Event is continuing:
  - (i) that Lender may, at any time between one month and two weeks before such FATCA Application Date, notify the Agent;
  - (ii) upon the Agent notifying the Company, the Commitment of that Lender will be immediately cancelled; and
  - (iii) each Borrower shall repay that Lender's participation in the Utilisations made to that Borrower on the last Business Day before the relevant FATCA Application Date.

#### 9.8 Restrictions

- (a) Any notice of cancellation or prepayment given by any Party under this Clause 9 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.
- (b) Any prepayment under this Agreement shall be made together with accrued fees on the amount prepaid and without premium or penalty.

- (c) No Borrower may reborrow any part of the Facility which is prepaid (other than pursuant to Clause 9.5 (*Voluntary prepayment*)) or cancelled pursuant to Clause 9.3 (*Voluntary Cancellation*) or Clause 9.4 (*Automatic Cancellation*).
- (d) The Borrowers shall not repay or prepay all or any part of the L/Gs or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.
- (e) Subject to Clause 2.2 (*Increase*), no amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.
- (f) If the Agent receives a notice under this Clause 9 it shall promptly forward a copy of that notice to either the Company or the affected Lender, as appropriate.
- (g) If all or part of an L/G is repaid or prepaid and is not available for redrawing (other than by operation of Clause 4.2 *Further conditions precedent*), an amount of the Commitments (equal to the Base Currency Amount of the amount of the L/G which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.
- (h) Any prepayment of an outstanding L/G shall be made in the manner described in paragraph (b) of Clause 8 (*Repayment*) and shall be subject to the continued payment of the L/G fees and administration fees as further specified in Clause 8 (*Repayment*).

#### 10. CASH COVER

- (a) Where any Borrower or the Company is obliged to provide "Cash Cover" for an L/G to an Issuing Bank under this Agreement, cash cover is provided if that Borrower or the Company pays an amount in the currency in which that L/G is denominated to an interest-bearing account in the name of that Borrower or the Company, as the case may be, and the following conditions are met:
  - (i) the account is with the relevant Issuing Bank or other party agreed by the Issuing Bank (if the Cash Cover is to be provided to that Issuing Bank);
  - (ii) until no amount is or may be outstanding under that L/G, withdrawals from the account may only be made to pay the relevant Issuing Bank amounts due and payable to it under this Agreement in respect of that L/G, subject to paragraph (c) below; and

- (iii) that Borrower or, as the case may be, the Company has executed a security document over that account, in form and substance reasonably satisfactory to the relevant Issuing Banks with which that account is held, creating a first ranking security interest over that account for the sole benefit of the relevant Issuing Bank (the "**Cash Cover Security Document**"),

and the account will bear interest at a rate equal to: for GBP, SONIA (Sterling Over Night Index Average), for USD, FFE (Feds Funds Effective), for EUR, €STR (Euro short-term rate) and for CHF, SARON (Swiss Overnight Index Average) (in each case as determined by the Issuing Bank and referred to as "**Screen Rate**") for deposits in that currency for one month (if that amount is placed on a one month time deposit), or upon the request of any of the Issuing Banks the applicable risk free rate for the relevant currency (GBP, USD, EUR or CHF), or otherwise (if it is not or if the deposit is in a currency other than GBP, USD, EUR or CHF) at a normal commercial rate or as otherwise agreed between the Company or the relevant Borrower with the relevant Issuing Bank.

- (b) Where Cash Cover has been provided by a Borrower or the Company:
- (i) for an L/G and that L/G is subsequently repaid or prepaid (other than by the provision of Cash Cover), the Issuing Banks shall repay to the relevant Borrower the Cash Cover held by it in an amount equal to the amount of such repayment or prepayment (and, if that L/G is denominated in an Optional Currency, the amount repaid or prepaid converted into the Base Currency at the Spot Rate of Exchange on the date of repayment or prepayment) and shall, if the Borrower requests, execute such documentation as is necessary to discharge any security interest over the account referred to above; or
- (ii) pursuant to Clause 6.2 (*Company's obligation to prepay*) and subsequently the amount by which the aggregate amount of the Base Currency Amount of all L/Gs outstanding exceeds the Total Commitments is reduced to an amount which is lower than the amount of the Cash Cover provided to the relevant Issuing Bank, the relevant Issuing Bank shall repay to the relevant Borrower or the Company the Cash Cover held by it in an amount equal to the difference and shall, if the Company requests, execute such documentation as is necessary to discharge any security interest over the account referred to above,
- in each case if no Event of Default has occurred which is continuing.
- (c) As long as no Event of Default has occurred which is continuing, interest paid on the Cash Cover shall be released at any time to the Company or the Borrower providing the Cash Cover (as the case may be).
- (d) For the avoidance of doubt, any Cash Cover relating to an L/G shall be released at its Maturity Date, **provided that** the relevant Issuing Bank has not received any demand of payment in respect of such L/G or, if so received, has been reimbursed by the Company or the relevant Borrower.

## **11. FEES**

### **11.1 Commitment fee**

- (a) The Company shall pay to each Issuing Bank a fee in the Base Currency computed at the rate of 35 per cent. of the then applicable L/G fee on that Lender's Available Commitment for the Availability Period.
- (b) Subject to the terms of this Clause 11.1, the accrued commitment fee is payable in arrears for each successive period of three Months ending on 31 March, 30 June, 30 September and 31 December and any shorter period ending on 30 June 2022, on the last day of the Availability Period and, if cancelled in full, in respect of the cancelled amount of the relevant Lender's Commitment at the time the cancellation is effective.
- (c) The commitment fee shall be calculated by each Lender. Each Lender shall notify the Company in writing of the amount of all such commitment fees owed to the relevant Lender within five Business Days after the end of each period set out in paragraph (b) of this Clause 11.1. The Company shall pay the commitment fee to each Lender not later than on the fifth Business Day following receipt by the Company of the notification from the Lender.
- (d) No commitment fee is payable to a Lender on any Available Commitment of that Lender for any day on which that Lender is a Defaulting Lender.

### **11.2 L/G fee**

- (a) Each Borrower shall pay to the relevant Issuing Bank an L/G fee in the Base Currency (computed at the rate equal to the L/G Fee Rate) on the outstanding amount of each L/G requested by it for the period from the date of issue of that L/G until its Maturity Date. For the avoidance of doubt, such fee shall, if not otherwise agreed between the relevant Issuing Bank and the Company (or the relevant Borrower) be reduced to 0.55 per cent. per annum in relation to and beginning at the time any L/G has been repaid by way of Cash Cover or a Counter Guarantee prior to its Maturity Date.
- (b) The accrued L/G fee on an L/G shall be payable in arrears in respect of each period of three months ending on 31 March, 30 June, 30 September and 31 December (or any shorter periods ending on 30 June 2022, the Termination Date, the date on which the Commitments of a Lender under this Agreement are cancelled in full or the date on which the Total Commitments under this Agreement are cancelled in full) (each a "**Calculation Period**").
- (c) The L/G fee shall be calculated by the relevant Issuing Bank. The relevant Issuing Bank shall notify the Company in writing of the aggregate amount of all such L/G Fees owed to it within five Business Days after the end of each Calculation Period. The relevant Borrowers shall pay the respective amounts to the relevant Issuing Bank not later than on the fifth Business Day following the notification by such Issuing Bank.

### **11.3 Arrangement and participation fee**

The Company shall pay to the Arranger an arrangement fee and a participation fee in the amount and at the times agreed in the Mandate Letter.

### **11.4 Agency fee**

The Company shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in the Agency Fee Letter.

### **11.5 Issuance and Administration Fee**

Each Borrower shall pay to the relevant Issuing Bank (for its own account) an issuance and administration fee in respect of each L/G requested by it and issued by that Issuing Bank in the amount of EUR 50 per issued L/G or as otherwise agreed between that Issuing Bank and the Company.

## 11.6 Default interest and lump sum damages

- (a) If an Obligor fails to pay any amount (other than default interest) payable by it under a Finance Document on its due date, default interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which complies with the rate set out in paragraph 288(2) of the German Civil Code (*Bürgerliches Gesetzbuch*). If an Obligor fails to pay default interest payable by it under the Finance Documents on its due date, lump sum damages (*pauschalierter Schadensersatz*) shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which complies with the rate set out in paragraph 288(2) of the German Civil Code (*Bürgerliches Gesetzbuch*). In the case of lump sum damages, the relevant Obligor shall be free to prove that no damages have arisen or that damages have not arisen in the asserted amount and any Finance Party shall be entitled to prove that further damages have arisen. Any interest or lump sum accruing under this Clause 11.6 shall be immediately payable by the relevant Obligor on demand by the Agent.

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- (b) The Agent shall promptly notify the Lenders and the relevant Obligor of the determination of a rate of default interest under this Agreement.

## 11.7 Minimum Fee Rates

- (a) The fee rates provided for in this Agreement, including this Clause 11 (*Fees*) are minimum fee rates.
- (b) When entering into this Agreement, the parties have assumed that the fees payable at the rates set out in this Agreement are not and will not become subject to the Swiss Federal Withholding Tax. Notwithstanding that the parties do not anticipate that any fee payment under this Agreement is or will be subject to the Swiss Federal Withholding Tax, they agree that, in the event that Swiss Federal Withholding Tax should be imposed on fee payments by a Borrower and should it be unlawful for such Borrower to comply with paragraph (c) of Clause 12.2 (*Tax gross-up*) for any reason (where this would otherwise be required by the terms of Clause 12.2 (*Tax gross-up*), taking into account the exclusions set out in paragraph (g) of Clause 12.2 (*Tax gross-up*)), the payment of such fees due by such Borrower shall be increased to an amount which (after making any deduction of the Non-Refundable Portion (as defined below) of the Swiss Federal Withholding Tax) results in a payment to each Finance Party entitled to such payment of an amount equal to the payment which would have been due had no deduction of Swiss Federal Withholding Tax been required. For this purpose, the Swiss Federal Withholding Tax shall be calculated on the full grossed-up interest amount.
- (c) For the purposes of this Clause, "**Non-Refundable Portion**" shall mean Swiss Federal Withholding Tax at the standard rate (being, as at the date hereof, 35%) unless a tax ruling issued by the Swiss Federal Tax Administration (SFTA) confirms that, in relation to a specific Finance Party based on an applicable double tax treaty, the Non-Refundable Portion is a specified lower rate in which case such lower rate shall be applied in relation to such Finance Party and each Borrower shall provide to the Agent the documents required by law or applicable double taxation treaties for the Finance Parties to claim a refund of any Swiss Federal Withholding Tax so deducted.

## 12. TAX GROSS UP AND INDEMNITIES

### 12.1 Definitions

- (a) In this Agreement:

"**Borrower DTTP Filing**" means an HM Revenue & Customs' Form DTTP2 duly completed and filed by the relevant Borrower, which:

- (i) where it relates to a Treaty Lender that is an Original Lender, contains the scheme reference number and jurisdiction of tax residence stated opposite that Lender's name in Part 2 of Schedule 1 (*The Original Parties*), and:
- (A) where the Borrower is an Original Borrower, is filed with HM Revenue & Customs within 30 days of the date of this Agreement; or
- (B) where the Borrower is an Additional Borrower, is filed with HM Revenue & Customs within 30 days of the date on which that Borrower becomes an Additional Borrower; or
- (ii) where it relates to a Treaty Lender that is a New Lender or an Increase Lender, contains the scheme reference number and jurisdiction of tax residence stated

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in respect of that Lender in the relevant Transfer Certificate or Increase Confirmation (as applicable), and:

- (A) where the Borrower is a Borrower as at the relevant Transfer Date or Increase Date (as applicable), is filed with HM Revenue & Customs within 30 days of that Transfer Date or Increase Date (as applicable); or
- (B) where the Borrower is not a Borrower as at the relevant Transfer Date or Increase Date (as applicable), is filed with HM Revenue & Customs within 30 days of the date on which that Borrower becomes an Additional Borrower.

"**German Borrower**" means a Borrower incorporated in Germany.

"**Protected Party**" means a Finance Party which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

"**Qualifying Lender**" means:

- (i) in respect of interest payable by a German Borrower, a Lender which is beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document and is:



- (A) lending through a Facility Office in Germany; or
- (B) a Treaty Lender;
- (ii) in respect of interest payable by a UK Borrower:
  - (A) a Lender which is beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document and is:
    - (1) a Lender:
      - (a) which is a bank (as defined for the purpose of section 879 of the ITA) making an advance under a Finance Document and is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance or would be within such charge as respects such payments apart from section 18A of the CTA; or
      - (b) in respect of an advance made under a Finance Document by a person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that that advance was made and within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance; or
    - (2) a Lender which is:
      - (a) a company resident in the United Kingdom for United Kingdom tax purposes;

- (b) a partnership each member of which is:
      - (1) a company so resident in the United Kingdom; or
      - (2) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA;
      - (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company; or
    - (3) a Treaty Lender; or
  - (B) a Lender which is a building society (as defined for the purpose of section 880 of the ITA) making an advance under a Finance Document.
- (iii) in respect of a U.S. Borrower, a Lender that has satisfied its obligations under paragraph (f) of Clause 12.2 (*Tax gross-up*);
- (iv) in respect of any other Borrower, any Lender.

**"Tax Confirmation"** means a confirmation by a Lender that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:

- (i) a company resident in the United Kingdom for United Kingdom tax purposes;
- (ii) a partnership each member of which is:
  - (A) a company so resident in the United Kingdom; or
  - (B) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
- (iii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.

**"Tax Credit"** means a credit against, relief or remission for, or refund or repayment of any Tax.

**"Tax Deduction"** means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

**"Tax Payment"** means either the increase in a payment made by an Obligor to a Finance Party under Clause 12.2 (*Tax gross-up*) or a payment under Clause 12.3 (*Tax indemnity*).

**"Treaty Lender"** means a Lender which:

- (i) is treated as a resident of a Treaty State for the purposes of the Treaty;
- (ii) does not carry on a business in the jurisdiction of incorporation of the relevant Borrower through a permanent establishment with which that Lender's participation in the Utilisation is effectively connected; and

- (iii) meets all other conditions of the relevant Treaty for full exemption taxation on interest of the jurisdiction of incorporation of the relevant Borrower, subject to the completion of any necessary procedural formalities.

"**Treaty State**" means a jurisdiction having a double taxation agreement (a "**Treaty**") with the jurisdiction of incorporation of the relevant Borrower which makes provision for full exemption for tax imposed by the jurisdiction of incorporation of the relevant Borrower on interest.

"**UK Borrower**" means a Borrower incorporated in the United Kingdom.

"**UK Non-Bank Lender**" means:

- (i) where a Lender becomes a Party on the day on which this Agreement is entered into, a Lender listed in Part 2 of Schedule 1 (*The Original Parties*); and
  - (ii) where a Lender becomes a Party after the day on which this Agreement is entered into, a Lender which gives a Tax Confirmation in the Transfer Certificate which it executes on becoming a Party.
- (b) Unless a contrary indication appears, in this Clause 12 a reference to "**determines**" or "**determined**" means a determination made in the absolute discretion of the person making the determination, acting reasonably and in good faith.

## 12.2 Tax gross-up

- (a) Each Obligor shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) The Company shall promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender, it shall notify the Company and that Obligor.
- (c) If a Tax Deduction is required by law to be made by or on behalf of an Obligor, the amount of the payment due from that Obligor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

- (d) A payment shall not be increased under paragraph (c) above by reason of a Tax Deduction on account of Tax (other than Swiss Federal Withholding Tax in which case paragraph (g) shall apply) imposed on payments of interest by the jurisdiction of incorporation of the relevant Borrower if on the date on which the payment falls due:
  - (i) the payment could have been made to the relevant Lender without a Tax Deduction if the Lender had been a Qualifying Lender with respect to the relevant Borrower, but on that date that Lender is not or has ceased to be a Qualifying Lender with respect to the relevant Borrower other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or Treaty, or any published practice or published concession of any relevant taxing authority;
  - (ii) the relevant Lender is a Treaty Lender and the Obligor making the payment is able to demonstrate that the payment could have been made to the Lender without the Tax Deduction had that Lender complied with its obligations under paragraph (j) or (with respect to payments by a UK Borrower) paragraph (k) below;
  - (iii) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (ii)(A)(2) of the definition of Qualifying Lender; and
    - (A) an officer of HM Revenue & Customs has given (and not revoked) a direction (a "**Direction**") under section 931 of the ITA which relates to the payment and that Lender has received from the Obligor making the payment or from the Company a certified copy of that Direction; and
    - (B) the payment could have been made to the Lender without any Tax Deduction if that Direction had not been made; or
  - (iv) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (ii)(A)(2) of the definition of Qualifying Lender; and
    - (A) the relevant Lender has not given a Tax Confirmation to the Company; and
    - (B) the payment could have been made to the Lender without any Tax Deduction if the Lender had given a Tax Confirmation to the Company, on the basis that the Tax Confirmation would have enabled the Company to have formed a reasonable belief that the payment was an "excepted payment" for the purpose of section 930 of the ITA.
- (e) A payment shall not be increased under paragraph (c) above by reason of a Tax Deduction on account of Tax (other than Swiss Federal Withholding Tax in which case paragraph (g) shall apply) imposed by the jurisdiction of incorporation of the relevant Borrower if on the date on which the payment falls due, such payment relates to:
  - (i) Taxes imposed on or measured by net income (however denominated), franchise Taxes, or branch profits Taxes, in each case:
    - (A) imposed as a result of the recipient Lender being organised 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

- (B) that are Taxes imposed as a result of a present or former connection between such recipient Lender and the jurisdiction imposing such Tax (other than connections arising from such Lender 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 Finance Document, or sold or assigned an interest in any L/G or Finance Document);
  - (ii) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in an L/G or Commitment pursuant to a law in effect on the date on which:
    - (A) such Lender acquires such interest in the L/G or Commitment (other than pursuant to an assignment request by the Borrower under Clause 9.6 (*Right of replacement or repayment and cancellation in relation to a single Lender*)); or
    - (B) such Lender changes its lending office, except in each case to the extent that, pursuant to this Clause 12, 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;
  - (iii) Taxes attributable to such Lender's failure to comply with this paragraph (e) or paragraph (f) of this Clause 12.2.
- (f) 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 Finance Document shall deliver to the Borrowers and the Agent, prior to the date on which such Lender becomes a Lender under this Agreement or acquired an interest therein and at the time or times reasonably requested by the Borrowers or the Agent, such properly completed and executed documentation reasonably requested by the Borrowers or the 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 Borrowers or the Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrowers or the Agent as will enable the Borrowers or the Agent to determine whether or not such Lender is subject to US 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 12.2(f)(ii)(A), (ii)(B) and 12.8(e) below, or the UK tax documentation required under Section 12.2(j)(ii)) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.
  - (ii) Without limiting the generality of the foregoing, in the case of a U.S. Borrower:
    - (A) any Lender that is a U.S. Person shall deliver to such U.S. Borrower and the Agent (in such number of copies as shall be reasonably requested by the recipient) 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 such U.S. Borrower or the Agent), duly executed copies of IRS Form W-9 or successor form certifying that such Lender is exempt from U.S. federal backup withholding tax;
- (B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to such U.S. Borrower and the 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 such U.S. Borrower or the Agent), whichever of the following is applicable:
    - (I) duly executed copies of IRS Form W-8BEN/W-8BEN-E establishing any exemption or reduction in U.S. federal withholding Tax with respect to payments made under any Finance Document;
    - (II) duly executed copies of IRS Form W-8ECI;
    - (III) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit 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 such U.S. 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/W-8BEN-E; or
    - (IV) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN/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 such U.S. Borrower and the 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 such U.S. Borrower or the Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit such U.S. Borrower or the Agent to determine the withholding or deduction required to be made.

- (iii) 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 Agent in writing of its legal inability to do so.

- (g) A Borrower shall not be required to make an increased payment to a specific Lender under paragraph (c) above by reason of a Tax Deduction by a Borrower on account of Swiss Federal Withholding Tax if the number of Lenders under this Agreement that are not Swiss Qualifying Banks exceeds 10 (ten) solely because such Lender (i) has failed to comply with its obligations under Clause 23 (*Changes to Lenders*) or (ii) ceased to be a Swiss Qualifying Bank other than as a result of any change after the date it became a Finance Party under this Agreement in (or in the interpretation, administration or application of) any law or any published practice or concession of any relevant taxing authority.
- (h) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (i) Within thirty days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.
- (j)
  - (i) Subject to sub-paragraph (ii) below, a Treaty Lender, and each Obligor which makes a payment to which that Treaty Lender is entitled, shall co-operate in completing any procedural formalities necessary for that Obligor to obtain authorisation to make that payment without a Tax Deduction;
  - (ii)
    - (A) a Treaty Lender with respect to a UK Borrower which becomes a Party on the day on which this Agreement is entered into that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence opposite its name in Part 2 of Schedule 1 (*The Original Parties*); and
    - (B) a New Lender or an Increase Lender that is a Treaty Lender with respect to a UK Borrower and that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence in the Transfer Certificate or Increase Confirmation (as applicable) which it executes,

and, having done so, that Lender shall be under no obligation pursuant to sub-paragraph (i) above.
- (k) If a Lender has confirmed its scheme reference number and its jurisdiction of tax residence in accordance with paragraph 12.2(j)(ii) above and:
  - (i) a Borrower making a payment to that Lender has not made a Borrower DTTP Filing in respect of that Lender; or
  - (ii) a Borrower making a payment to that Lender has made a Borrower DTTP Filing in respect of that Lender but:

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- (A) that Borrower DTTP Filing has been rejected by HM Revenue & Customs;
- (B) HM Revenue & Customs has not given the Borrower authority to make payments to that Lender without a Tax Deduction within 40 days of the date of the Borrower DTTP Filing; or
- (C) HM Revenue & Customs has given the Borrower authority to make payments to that Lender without a Tax Deduction but such authority has subsequently been revoked, suspended or expired,

and in each case, the Borrower has notified that Lender in writing, that Lender and the Borrower shall co-operate in completing any additional procedural formalities necessary for that Borrower to obtain authorisation to make that payment without a Tax Deduction.

- (l) If a Lender has not confirmed its scheme reference number and jurisdiction of tax residence in accordance with paragraph 12.2(j)(ii) above, no Obligor shall make a Borrower DTTP Filing or file any other form relating to the HMRC DT Treaty Passport scheme in respect of that Lender's Commitment(s) or its participation in any Utilisation unless the Lender otherwise agrees.
- (m) A Borrower shall, promptly on making a Borrower DTTP Filing, deliver a copy of that Borrower DTTP Filing to the Agent for delivery to the relevant Lender.
- (n) A UK Non-Bank Lender which becomes a Party on the day on which this Agreement is entered into gives a Tax Confirmation to the Company by entering into this Agreement.
- (o) A UK Non-Bank Lender shall promptly notify the Company and the Agent if there is any change in the position from that set out in the Tax Confirmation.

### 12.3 Tax indemnity

- (a) The Company shall (within five Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.
- (b) Paragraph 12.3(a) above shall not apply:
  - (i) with respect to any Tax assessed on a Finance Party:
    - (A) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or
    - (B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or
  - (ii) to the extent a loss, liability or cost:

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- (A) is compensated for by an increased payment under Clause 12.2 (*Tax gross-up*) or Clause 11.7 (*Minimum Fee Rates*);
- (B) would have been compensated for by an increased payment under Clause 12.2 (*Tax gross-up*) or Clause 11.7 (*Minimum Fee Rates*) but was not so compensated solely because one of the exclusions in paragraph (d), (e) or (g) of Clause 12.2 (*Tax gross-up*) or in paragraph (b) of Clause 11.7 (*Minimum Fee Rates*) applied;
- (C) relates to a FATCA Deduction required to be made by a Party; or
- (D) relates to any Bank Levy.

- (c) A Protected Party making, or intending to make a claim under paragraph (a) above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Company.
- (d) A Protected Party shall, on receiving a payment from an Obligor under this Clause 12.3, notify the Agent.

#### 12.4 Tax Credit

If an Obligor makes a Tax Payment and the relevant Finance Party determines that:

- (a) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and
- (b) that Finance Party has obtained and utilised that Tax Credit,

the Finance Party shall pay an amount to the Obligor which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor. If a Finance Party makes a payment to an Obligor pursuant to this Clause 12.4 in connection with a Tax Credit, the Obligor, upon the request of the Finance Party, shall repay to the Finance Party such amount that was paid pursuant to Clause 12.4 (plus any penalties, interest or other charges imposed by the relevant governmental or taxing authority) in the event that the Finance Party loses the benefit of, or has to repay to such governmental or taxing authority, such Tax Credit.

#### 12.5 Lender Status Confirmation

Each Lender which becomes a Party to this Agreement after the date of this Agreement shall indicate, in the Transfer Certificate or Increase Confirmation which it executes on becoming a Party, and for the benefit of the Agent and without liability to any Obligor, which of the following categories it falls in with respect to each relevant Borrower:

- (a) not a Qualifying Lender;
- (b) a Qualifying Lender (other than a Treaty Lender); or
- (c) a Treaty Lender.

If a New Lender or Increase Lender fails to indicate its status in accordance with this Clause 12.5 with respect to a German Borrower, a UK Borrower or a U.S. Borrower (as applicable), then such New Lender or Increase Lender shall be treated for the purposes of this Agreement (including by each Obligor) as if it is not a Qualifying Lender with respect to such Borrower until such time as it notifies the Agent which category applies (and the Agent, upon receipt of

such notification, shall inform the Company). For the avoidance of doubt, a Transfer Certificate or Increase Confirmation shall not be invalidated by any failure of a Lender to comply with this Clause 12.5.

#### 12.6 Stamp taxes

The Company shall pay and, within five Business Days of demand, indemnify each Finance Party against any cost, loss or liability that Finance Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

#### 12.7 VAT

- (a) All amounts expressed to be payable under a Finance Document by any Party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any Party under a Finance Document and such Finance Party is required to account to the relevant tax authority for the VAT, that Party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that Party).
- (b) If VAT is or becomes chargeable on any supply made by any Finance Party (the "**Supplier**") to any other Finance Party (the "**Recipient**") under a Finance Document, and any Party other than the Recipient (the "**Relevant Party**") is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):
  - (i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (b)(i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and
  - (ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.
- (c) Where a Finance Document requires any Party to reimburse or indemnify a Finance Party for any cost or expense, that Party at the same time shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

- (d) Any reference in this Clause 12.7 to any party shall, at any time when such party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the person who is treated as making the supply or (as appropriate) receiving the supply under the grouping rules (as

provided for in Article 11 of the Council Directive 2006/112/EC (or as implemented by the relevant member state of the European Union or any other similar provision in any jurisdiction which is not a member state of the European Union)) (including, for the avoidance of doubt, in accordance with section 43 of the United Kingdom Value Added Tax Act 1994) so that a reference to a Party shall be construed as a reference to that Party or the relevant group or unity (or fiscal unity) of which that Party is a member for VAT purposes at the relevant time or the relevant member (or head) of that group or unity (or fiscal unity) at the relevant time (as the case may be).

- (e) In relation to any supply made by a Finance Party to any Party under a Finance Document, if reasonably requested by such Finance Party, that Party must promptly provide such Finance Party with details of that Party's VAT registration and such other information as is reasonably requested in connection with such Finance Party's VAT reporting requirements in relation to such supply.

## 12.8 FATCA Information

- (a) Subject to paragraph (c) below, each Party shall within ten Business Days of a reasonable request by another Party:
- (i) confirm to that other Party whether it is:
    - (A) a FATCA Exempt Party; or
    - (B) not a FATCA Exempt Party; and
  - (ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and
  - (iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.
- (b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not, or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.
- (c) Paragraph (a) above shall not oblige any Finance Party to do anything, and paragraph (a)(iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:
- (i) any law or regulation;
  - (ii) any fiduciary duty; or
  - (iii) any duty of confidentiality.
- (d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (a)(ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

- (e) If a Borrower is a U.S. Tax Obligor or the Agent reasonably believes that its obligations under FATCA or any other applicable law or regulation require it, each Lender shall, within ten Business Days of:
- (i) where an Original Borrower is a U.S. Tax Obligor and the relevant Lender is an Original Lender, the date of this Agreement;
  - (ii) where a Borrower is a U.S. Tax Obligor on a date on which any other Lender becomes a Party as a Lender, that date;
  - (iii) the date a new U.S. Tax Obligor accedes as a Borrower; or
  - (iv) where a Borrower is not a U.S. Tax Obligor, the date of a request from the Agent,
- supply to the Agent:
- (A) a withholding certificate on Form W-8, Form W-9 or any other relevant form; or
  - (B) any withholding statement or other document, authorisation or waiver as the Agent may require to certify or establish the status of such Lender under FATCA or that other law or regulation.
- (f) The Agent shall provide any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraph (e) above to the relevant Borrower.
- (g) If any withholding certificate, withholding statement, document, authorisation or waiver provided to the Agent by a Lender pursuant to paragraph (e) above is or becomes materially inaccurate or incomplete, that Lender shall promptly update it and provide such updated withholding certificate, withholding statement, document, authorisation or waiver to the Agent unless it is unlawful for the Lender to do so (in which case the Lender shall promptly notify the Agent). The Agent shall provide any such updated withholding certificate, withholding statement, document, authorisation or waiver to the relevant Borrower.

- (h) The Agent may rely on any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraph (e) or (g) above without further verification. The Agent shall not be liable for any action taken by it under or in connection with paragraphs (e), (f) or (g) above.

#### 12.9 FATCA Deduction

- (a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.
- (b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Company and the Agent and the Agent shall notify the other Finance Parties.

### 13. INCREASED COSTS

#### 13.1 Increased costs

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- (a) Subject to Clause 13.3 (*Exceptions*) the Company shall pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation in each case made after the date of this Agreement; **provided that** notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to have been introduced after the date of this Agreement, regardless of the date enacted, adopted or issued.

- (b) In this Agreement "**Increased Costs**" means:

- (i) a reduction in the rate of return from the Facility or on a Finance Party's (or its Affiliate's) overall capital;
- (ii) an additional or increased cost; or
- (iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or funding or performing its obligations under any Finance Document. Such amounts shall be determined in good faith consistent with similarly situated customers of the applicable Finance Party under agreements having provisions similar to this Clause 13.1 after consideration of such factors as such Finance Party then reasonably determines to be relevant.

#### 13.2 Increased cost claims

- (a) A Finance Party intending to make a claim pursuant to Clause 13.1 (*Increased costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Company.
- (b) A certificate of the affected Finance Party setting forth, in reasonable detail, the basis and calculation of the amount or amounts necessary to compensate such Finance Party or its Affiliates, as the case may be, as specified in Clauses 13.1(a) or (b) shall be delivered to the Company and shall be conclusive absent manifest error. The Company shall pay, or cause the other Borrowers to pay, such Finance Party, as the case may be, the amount shown as due on any such certificate within fifteen (15) days after receipt thereof.

#### 13.3 Exceptions

- (a) Clause 13.1 (*Increased costs*) does not apply to the extent any Increased Cost is:
- (i) attributable to a Tax Deduction required by law to be made by an Obligor;
  - (ii) attributable to a FATCA Deduction required to be made by a Party;
  - (iii) compensated for by Clause 12.3 (*Tax indemnity*) (or would have been compensated for under Clause 12.3 (*Tax indemnity*) but was not so

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compensated solely because any of the exclusions in paragraph (b) of Clause 12.3 (*Tax indemnity*) applied);

- (iv) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation;
  - (v) incurred more than 180 days prior to the date that such Finance Party notifies the Company of the circumstance giving rise to such increased costs or reductions and of such Finance Party's intention to claim compensation therefore; provided further that, if the circumstance giving rise to such Increased Costs is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof; or
  - (vi) attributable to any Bank Levy.
- (b) In this Clause 13.3, a reference to a "**Tax Deduction**" has the same meaning given to the term in Clause 12.1 (*Definitions*).

### 14. OTHER INDEMNITIES



#### 14.1 Currency indemnity

- (a) If any sum due from an Obligor under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:
- (i) making or filing a claim or proof against that Obligor;
  - (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,
- that Obligor shall as an independent obligation, within five Business Days of demand, indemnify each Finance Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.
- (b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

#### 14.2 Other indemnities

Subject to and without any duplication of Clause 16.3 (*Enforcement Costs*) which shall prevail over this Clause 14.2, the Company shall (or shall procure that an Obligor will), within five Business Days of demand, indemnify each Finance Party against any cost (which in the case of counsel, shall be limited to the fees, charges and disbursements of (x) one primary counsel and one local counsel in each applicable jurisdiction for the Agent, (y) one additional primary counsel and one additional local counsel in each applicable jurisdiction, for all Lenders other than the Agent and (z) additional counsel for affected Lenders in light of actual or potential conflicts of interest), loss or liability incurred by that Finance Party as a result of:

- (a) the occurrence of any Event of Default;

- (b) a failure by an Obligor to pay any amount due by an Obligor under a Finance Document on its due date, including without limitation, any cost, loss or liability arising as a result of Clause 27 (*Sharing among the Finance Parties*);
- (c) making arrangements to issue any L/G requested by a Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone); or
- (d) a Utilisation (or part of a Utilisation) not being prepaid in accordance with a notice of prepayment given by a Borrower or the Company,

**provided that** such indemnity shall not, as to any Finance Party, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgement to have resulted from any dispute solely among the Finance Parties (not arising as a result of any act or omission by any member of the Group) other than claims against the Agent or any Issuing Bank or any Arranger in its capacity as, or in fulfilling its role as, the Agent or an Issuing Bank or an Arranger or any similar role under this Agreement.

#### 14.3 Indemnity to the Agent

- (a) The Company shall promptly indemnify the Agent against any cost (which in the case of counsel, shall be limited to the fees, charges and disbursements of one primary counsel and one local counsel in each applicable jurisdiction for the Agent, loss or liability incurred by the Agent (acting reasonably) as a result of:
- (i) investigating any event which it reasonably believes is a Default; or
  - (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised.
- (b) In case a Lender fails to inform the Agent pursuant to Clause 12.8 (*FATCA Information*) or such information is incomplete or incorrect the relevant Lender shall indemnify the Agent, within three Business Days of demand, against any cost, loss or liability incurred by the Agent respectively as a consequence of non-compliance with FATCA by the Agent as a result of such Lender's failure.

### 15. MITIGATION BY THE LENDERS

#### 15.1 Mitigation

- (a) Each Finance Party shall, in consultation with the Company, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 9.1 (*Illegality*), Clause 12 (*Tax gross-up and indemnities*) or Clause 13 (*Increased costs*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.
- (b) Paragraph (a) above does not in any way limit the obligations of any Obligor under the Finance Documents.

#### 15.2 Limitation of liability

- (a) The Company shall promptly indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 15.1 (*Mitigation*).
- (b) A Finance Party is not obliged to take any steps under Clause 15.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

### 16. COSTS AND EXPENSES

#### 16.1 Transaction expenses

The Company shall promptly on demand pay the Agent and the Arranger the amount of all costs and expenses (including legal fees subject to the agreed cap (if any)) reasonably incurred by any of them in connection with the negotiation, preparation and execution of:

- (a) this Agreement and any other documents referred to in this Agreement; and
- (b) any other Finance Documents executed after the date of this Agreement.

#### 16.2 Amendment costs

If (a) an Obligor requests an amendment, waiver or consent or (b) an amendment is required pursuant to Clause 28.10 (*Change of currency*), the Company shall, within five Business Days of demand, reimburse the Agent for the amount of all costs and expenses (including pre-agreed legal fees) reasonably incurred by the Agent in responding to, evaluating, negotiating or complying with that request or requirement.

#### 16.3 Enforcement costs

The Company shall, within three Business Days of demand, pay to each Finance Party the amount of all documented out-of-pocket costs and expenses (which in the case of counsel, shall be limited to the reasonable fees, charges and disbursements of one primary counsel and one local counsel in each applicable jurisdiction for the Agent and one additional primary counsel and one additional local counsel in each applicable jurisdiction for all Lenders other than the Agent and additional counsel for affected Lenders in light of actual or potential conflicts of interest) incurred by that Finance Party in connection with the enforcement of, or the preservation of any rights under, any Finance Document.

### 17. GUARANTEE AND INDEMNITY

#### 17.1 Guarantee (*Garantie*) and indemnity (*Ausfallhaftung*)

Each Guarantor irrevocably and unconditionally (but subject to any limitations set out in any Accession Letter by which such Guarantor becomes a party hereto) jointly and severally (*gesamtschuldnerisch*):

- (a) guarantees (*garantiert*) by way of an independent payment obligation (*selbständiges Zahlungsversprechen*) to each Finance Party to pay to that Finance Party any amount of principal, interest, costs, expenses or other amount owed by an Obligor under or in connection with the Finance Documents that has not been fully and irrevocably paid by a Borrower or the Company; the payment shall be due (*fällig*) within five Business Days of a written demand by a Finance Party (or the Agent on its behalf) stating the sum demanded from that Guarantor and that such sum is an amount of principal, interest, costs, expenses or other amount owed by an Obligor

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under or in connection with the Finance Documents that has not been fully and irrevocably paid by a Borrower or the Company; and

- (b) undertakes vis-à-vis each Finance Party to indemnify (*schadlos halten*) that Finance Party against any cost, loss or liability suffered by that Finance Party if any obligation of a Borrower or the Company under or in connection with any Finance Document (except for any cost, loss or liability directly caused by the gross negligence or wilful misconduct of such Finance Party) or any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover (*Ersatz des positiven Interesses*) and that claim shall be due (*fällig*) within five Business Days of a written demand by that Finance Party (or the Agent on its behalf).

For the avoidance of doubt this guarantee and indemnity does not constitute a guarantee upon first demand (*Garantie auf erstes Anfordern*) and, in particular, receipt of such written demand shall not preclude any rights and/or defences the Guarantor may have with respect to any payment requested by a Finance Party (or the Agent on its behalf) under this guarantee and indemnity.

#### 17.2 Continuing and independent guarantee and indemnity

- (a) This guarantee and indemnity is independent and separate from the obligations of any Borrower and is a continuing guarantee and indemnity which will extend to the ultimate balance of sums payable by any Borrower under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.
- (b) The guarantee and indemnity shall extend to any additional obligations of a Borrower resulting from any amendment, novation, supplement, extension, restatement or replacement of any Finance Documents, including without limitation any extension of or increase in any facility or the addition of a new facility under any Finance Document.
- (c) Subject to Clause 17.3 (*Reinstatement*) below, at such time as both (i) the Commitments have expired or been irrevocably terminated and (ii) all L/Gs have been irrevocably repaid in full as set out in Clause 8 (*Repayment*) of this Agreement and any other amounts outstanding under the Finance Documents have been irrevocably discharged in full, all obligations (other than those expressly stated to survive such termination) of each Guarantor under this Clause 17 (*Guarantee and Indemnity*) shall automatically terminate, all without delivery of any instrument or performance of any act by any person.

#### 17.3 Reinstatement

If any payment by an Obligor or any discharge given by a Finance Party (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Obligor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) each Finance Party shall be entitled to recover the value or amount of that security or payment from each Guarantor, as if the payment, discharge, avoidance or reduction had not occurred.

#### 17.4 Excluded defences

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- (a) The obligations of each Guarantor under this Clause 17 will not be affected by an act, omission, matter or thing which relates to the principal obligation (or purported obligation) of any Borrower and which would reduce, release or prejudice any of its obligations under this Clause 17, including any personal defences of any Borrower (*Einreden des Hauptschuldners*) or any right of revocation (*Anfechtung*) or set-off (*Aufrechnung*) (excluding any Tax Deduction permitted by Clause 12 (*Tax Gross Up and Indemnities*)) of any Borrower.
- (b) The obligations of each Guarantor under this Clause 17 are independent from any other security or guarantee which may have been or will be given to the Finance Parties. In particular, the obligations of each Guarantor under this Clause 17 will not be affected by any of the following:
  - (i) the release of, or any time (*Stundung*), waiver or consent granted to, any other Obligor from or in respect of its obligations under or in connection with any Finance Document;
  - (ii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or any other person or any failure to realise the full value of any security;
  - (iii) any incapacity or lack of power, authority or legal personality of or dissolution or a deterioration of the financial condition of any other Obligor; or
  - (iv) any unenforceability, illegality or invalidity of any obligation of any other Obligor under any Finance Document.
- (c) For the avoidance of doubt nothing in this Clause 17 shall preclude any defences that any Guarantor (in its capacity as Guarantor only) may have against a Finance Party that the guarantee and indemnity does not constitute its legal, valid, binding or enforceable obligations.

#### 17.5 Immediate recourse

No Finance Party will be required to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this Clause 17. This applies irrespective of any provision of a Finance Document to the contrary.

#### 17.6 Appropriations

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of any Guarantor's liability under this Clause 17.

For the avoidance of doubt, nothing in this Clause 17.6 shall be construed as creating a liability for a Borrower for the amounts which may be or become payable by the other Obligors under or in connection with the Finance Documents.

#### 17.7 Deferral of Guarantors' rights

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 17:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;
- (c) to exercise any right of set-off against any Obligor; and/or
- (d) to take the benefit (in whole or in part and whether by way of legal subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Agent or as the Agent may direct for application in accordance with Clause 28 (*Payment Mechanics*) of this Agreement.

#### 17.8 Release of Guarantors' right of contribution

If any Guarantor (a "**Retiring Guarantor**") ceases to be a Guarantor in accordance with Clause 24.5 (*Resignation of a Guarantor*) or Clause 24.6 (*Release of a Guarantor*) or otherwise in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Retiring Guarantor then on the date such Retiring Guarantor ceases to be a Guarantor:

- (a) that Retiring Guarantor is released by each other Guarantor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Finance Documents; and
- (b) each other Guarantor waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Guarantor.

#### 17.9 Additional obligations

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

#### 17.10 Guarantee Limitation - Fraudulent Conveyance

Guarantor shall be liable under this Agreement or any other Finance Document shall in no event exceed an amount equal to the largest amount that would not render such Guarantor's obligations under this Agreement subject to avoidance under applicable United States federal or state fraudulent transfer, fraudulent conveyance or similar laws.

**17.11 Guarantee Limitation - Deemed Dividends**

Any term or provision of this Clause 17 or any other term in this Agreement or any Finance Document notwithstanding, no member of the Group that is a "controlled foreign corporation" for U.S. federal income tax purposes will have any obligation or liability, directly or indirectly, as guarantor or otherwise under this Agreement or any Finance Document with respect to any obligation or liability arising under any Finance Document of any U.S. Borrower to the extent such obligation or liability would cause or result in any "deemed dividend" to any Obligor incorporated in the U.S. pursuant to Section 956 of the Code; **provided that** this Clause shall not limit or reduce any obligation or liability of any Borrower in its capacity as such.

**18. REPRESENTATIONS**

Each Obligor on behalf of itself (and in the case of the Company and where set out expressly below, on behalf of each other member of the Group) makes the representations and warranties set out in this Clause 18 to each Finance Party on the date of this Agreement and the date the first Utilisation Request is submitted under this Agreement.

**18.1 Status**

- (a) It is a corporation, limited liability company or partnership with limited liability, duly incorporated or organised or, in the case of a partnership, established and validly existing and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the laws of the jurisdiction of its incorporation or organisation.
- (b) It has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing (to the extent such concept is applicable) in every jurisdiction where such qualification is required.

**18.2 Binding obligations**

Subject to the Legal Reservations, the obligations expressed to be assumed by it in each Finance Document are legal, valid, binding obligations, enforceable in accordance with their terms.

**18.3 Non-conflict with other obligations and compliance with laws**

- (a) The entry into and performance by it of, and the transactions contemplated by, the Finance Documents do not and will not conflict with:
  - (i) any applicable material law or regulation applicable to it or any order of any Governmental Authority;
  - (ii) its charter, by-laws, constitutional or other organisational documents; or;
  - (iii) any agreement, indenture or instrument binding upon it or any of its assets (or give rise to any right thereunder to require any payment to be made by any member of the Group) except with respect to this paragraph (iii) for any such conflict which, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

- (b) It and each member of the Group has complied in all respects with all laws, regulations and orders of any Governmental Authority to which it may be subject where failure so to comply would reasonably be expected to result in a Material Adverse Effect.

**18.4 Power and authority**

It has the organisational power to enter into, perform and deliver, and has taken all necessary organisational action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents and the Finance Documents to which it is a party have been duly executed by it and, where applicable, delivered by it.

**18.5 Validity and admissibility in evidence**

All Authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party; and
- (b) to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation, subject to the Legal Reservations, have been obtained or effected and are in full force and effect.

**18.6 Governing law and enforcement**

- (a) The choice of German law as the governing law of the Finance Documents will be recognised and enforced in its jurisdiction of incorporation, subject to the Legal Reservations.

- (b) Any judgment obtained in Germany in relation to a Finance Document will be recognised and enforced in its jurisdiction of incorporation, subject to the Legal Reservations.

#### 18.7 Deduction of Tax

It is not required to make any Tax Deduction (as defined in Clause 12.1 (*Definitions*)) from any payment it may make under any Finance Document to a Lender which is a Qualifying Lender, subject to the following provisos:

- (a) where the Qualifying Lender is a Treaty Lender with respect to a UK Borrower, the payment is one specified in a direction given by the Commissioners of Revenue & Customs under Regulation 2 of the Double Taxation Relief (Taxes on Income) (General) Regulations 1970 (SI 1970/488); and
- (b) where the Lender falls within paragraph (ii)(A)(2) of the definition of Qualifying Lender with respect to the UK Borrower, no Direction has been given under section 931 of the ITA in relation to the payment concerned.

#### 18.8 Taxes

It and each of its Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which it has set aside on its books adequate reserves or (b) to the extent that the failure to do so would not reasonably be expected to result in a Material Adverse Effect.

#### 18.9 Compliance with Swiss Non-Bank Rules

Each Swiss Borrower is compliant with the Swiss Non-Bank Rules. This representation shall not be deemed to be breached if the Swiss Non-Bank Rules are breached as a result solely of:

- (a) a Lender has failed to comply with its obligations under Clause 23 (*Changes to Lenders*);
- (b) a Lender ceased to be a Swiss Qualifying Bank other than as a result of any change after the date it became a Finance Party under this Agreement in (or in the interpretation, administration or application of) any law or any published practice or concession of any relevant taxing authority.

#### 18.10 No default

No Default or Event of Default has occurred and is continuing.

#### 18.11 Anti-Corruption Laws, Sanctions and Anti-Money Laundering Laws

- (a) The Company has implemented and maintains in effect policies and procedures reasonably designed to promote compliance in all material respects by the Company, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Company, its Subsidiaries and their respective officers and employees and to the knowledge of the Company its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects.
- (b) None of (i) the Company, any Subsidiary or to the knowledge of the Company any of their respective directors, officers or employees, or (ii) to the knowledge of the Company, any agent of the Company or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person.
- (c) No Borrower or any Subsidiary will, to the knowledge of the Company, use any Letter of Credit in violation in any respect of any Anti-Corruption Law or in violation in any material respect of applicable Sanctions.
- (d) To the best of the Borrower's knowledge and belief, neither it nor anyone acting on behalf of any member of the Borrower, has engaged in any activity which would breach Anti-Money Laundering Laws; has (have) implemented and maintains in effect policies and procedures designed to be in compliance with applicable Anti-Money Laundering Laws; no actions or investigations by any governmental or regulatory agency or body or arbitrator are ongoing or threatened against any member of the Borrower or any of their directors, officers or employees or anyone acting on its/their behalf in relation to an alleged breach of Anti-Money Laundering Laws.
- (e) The representations made under paragraphs (a) through (c) above in relation to Sanctions are made only to the extent that they do not result in a violation of, or conflict with, Section 7 of the German Foreign Trade Ordinance (*Außenwirtschaftsverordnung (AWV)*), Council Regulation (EC) No. 2271/96 of 22 November 1996 or any similar applicable anti-boycott law or regulation, provided that to the extent that any such Obligor cannot make any of the representations or warranties contained in paragraphs (a) through (c) above due to any such anti-boycott laws or regulations, such Obligor shall be deemed to make such representations in relation to sanctions, anti-money laundering and counter-terrorism financing provisions equivalent to any Sanctions that are applicable to or binding upon such Obligor in its local jurisdiction.

- (f) This Clause 18.11 shall not apply:
  - (i) to any Finance Party which qualifies as a resident party domiciled in the Federal Republic of Germany (*inländer*) within the meaning of section 2 paragraph 15 of the German Foreign Trade Act (*Außenwirtschaftsgesetz*) in so far as it would result in a violation of or conflict with section 7 of the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*); or
  - (ii) to any Finance Party to which the Council Regulation (EC) 2271/1996 applies in so far as it would result in a violation of or conflict with any provision of Council Regulation (EC) 2271/1996; and
  - (iii) to any Group Company and any Finance Party, in each case, to which any other anti-boycott statute or regulation applies in so far as it would result in a violation of or conflict with any provision of such other anti-boycott statute or regulation.

18.12 **No misleading information**

Any written factual information contained in the Original Financial Statements and the list of Material Subsidiaries provided by the Company, other than projections, does not (when furnished) contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made; **provided that** with respect to projections, the Obligors represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time prepared (it being understood by the Agent and the Lenders that any such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond the control of the Group, that no assurances can be given that such projections will be realised and that actual results may differ materially from such projections).

18.13 **Financial statements**

- (a) Its Original Financial Statements were prepared in accordance with Applicable GAAP consistently applied.
- (b) Its Original Financial Statements fairly represent, in all material respects, its financial position and results of operations (consolidated in the case of the Company's audited consolidated financial statements and including cashflows of the Company and its consolidated Subsidiaries) during the relevant financial year in accordance with Applicable GAAP.
- (c) There has been no material adverse change in the business, operations or financial condition of the Group taken as a whole since 30 September 2021.

18.14 **Pari passu ranking**

Its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

18.15 **No proceedings pending or threatened**

There is no litigation, arbitration or administrative proceeding before any court, arbitral body or Governmental Authority pending against or, to the knowledge of the Company or any Borrower, threatened against any member of the Group which would reasonably be expected,

individually or in the aggregate, to have a Material Adverse Effect (taking into account reserves made for the benefit of warranties and/or insurance coverage in respect thereof) or which purports to affect the legality, validity or enforceability of this Agreement or the transactions contemplated thereby.

18.16 **Environmental laws and licences**

It and (in the case of the Company only) each other member of the Group has:

- (a) complied with all Environmental Laws to which it may be subject;
- (b) obtained all Environmental Licences required in connection with its business;
- (c) complied with the terms of those Environmental Licences,

in each case, individually or in the aggregate, where failure to do so would reasonably be expected to have a Material Adverse Effect.

18.17 **Good title to assets**

It has a good title to, or valid leasehold interests in, and to all its real and personal property material to its business except to the extent that any failure to have such title or leasehold interest would not reasonably be expected to have a Material Adverse Effect.

18.18 **Investment Company Act status**

Neither the Company nor any of its Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

18.19 **ERISA**

No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect.

18.20 **Federal Reserve Regulations**

No part of the proceeds of any Utilisation have been used or will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

18.21 **Repetition**

- (a) The Repeated Representations shall be made by the Company on its own behalf and on behalf of the other Obligors (under a power of attorney *Vollmacht*) granted to it by the Obligors pursuant to paragraph (b) below) by reference to the facts and circumstances then existing on;
  - (i) the date of each Utilisation Request, each Additional Commitment Request and each Increase Confirmation; and
  - (ii) in the case of an Additional Obligor, the day on which the company becomes (or it is proposed that the company becomes) an Additional Obligor.
- (b) Each Obligor (other than the Company) hereby empowers (*bevollmächtigt*) the Company to make the Repeated Representations on its behalf as its attorney (*Stellvertreter*). Each Obligor (other than the Company) hereby relieves the Company

from the restrictions pursuant to section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*) for the purpose of making the Repeated Representations on its behalf as attorney (*Stellvertreter*).

## 19. INFORMATION UNDERTAKINGS

The undertakings in this Clause 19 remain in force from the date of this Agreement until both (i) the Commitments have expired or been terminated and (ii) all L/Gs have been repaid in full as set out in Clause 8 (*Repayment*) of this Agreement and there is no other amount outstanding under the Finance Documents.

### 19.1 Financial statements

The Company shall supply to the Agent in sufficient copies for all the Lenders as soon as they are available but in any event:

- (a) within 100 days after the end of each of its Financial Years, the Company's audited consolidated financial statements for that Financial Year;
- (b) within 120 days after the end of each Borrower's financial years, the unaudited balance sheet and profit and loss of the respective Borrower (other than the Company) for that financial year;
- (c) within 180 days after the end of each Borrower's financial years the financial statements (only audited if available or required by law to be audited and in the form available or required by law to be prepared) of the respective Borrower (other than the Company) for that financial year; and
- (d) within 55 days after the end of each of the first three quarters of each of its Financial Years, consolidated financial statements of the Company for that quarter and the then elapsed portion of that Financial Year.

### 19.2 Compliance Certificate

- (a) The Company shall supply to the Agent, with each set of financial statements delivered pursuant to paragraph (a) or (d) of Clause 19.1 (*Financial statements*), a Compliance Certificate setting out (in reasonable detail) computations as to compliance with Clause 20 (*Financial Covenants*) as at the end of such Financial Year or Financial Quarter (as applicable) and certifying as to whether a Default has occurred and is continuing and, if a Default has occurred that is continuing, specify the details thereof and any action taken or proposed to be taken with respect thereto.
- (b) Each Compliance Certificate shall be signed by persons authorised to represent the Company but such persons shall at least include one Financial Officer.
- (c) If a Compliance Certificate is required to be delivered together with the annual financial statements of the Company it shall set out a list of the Material Subsidiaries (identifying the Material Domestic Subsidiaries).

### 19.3 Requirements as to financial statements

- (a) The Company shall procure that each set of its annual and quarterly financial statements delivered pursuant to Clause 19.1 (*Financial statements*) includes a balance sheet, related statements of operations, stockholders' equity and cash flows as of the end of and for such Financial Year or Financial Quarter (as applicable) and the then elapsed portion of the Financial Year, setting forth in each case in comparative form the figures

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for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous Financial Year, in the case of the annual financial statements of the Company all reported on by Ernst & Young LLP or other independent public accountants of recognised national standing (without any adverse qualification or exception as to the scope of such audit) and in the case of its quarterly financial statements all certified by one of its Financial Officers, as presenting fairly in all material respects the financial condition of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with U.S. GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes.

- (b) The Company shall procure that each set of financial statements of the Company delivered pursuant to Clause 19.1 (*Financial statements*) is prepared using U.S. GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements for the Company unless, in relation to any set of financial statements, it notifies the Agent that there has been a change in U.S. GAAP, the accounting practices or reference periods. If a change in U.S. GAAP or in the application thereof has occurred since the date of the Original Financial Statements, the Company shall specify the effect of such change in the Compliance Certificate accompanying such financial statements.

### 19.4 Accounting Terms; U.S. GAAP

Except as otherwise expressly provided in this Agreement, all terms of an accounting or financial nature shall be construed in accordance with U.S. GAAP, as in effect from time to time; **provided that**, if the Company notifies the Agent that the Company requests an amendment to any provision of this Agreement to eliminate the effect of any change in U.S. GAAP occurring after the date of this Agreement or in the application thereof on the operation of such provision (or if the Agent notifies the Company that the Majority Lenders request an amendment to any provision of this Agreement for such purpose), regardless of whether any such notice is given before or after such change in U.S. GAAP or in the application thereof, then such provision shall be interpreted on the basis of U.S. GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained in this Agreement all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made (x) without giving effect to any election under Accounting Standards Codification 825-10-25 of U.S. GAAP (or any other accounting standard having a similar result or effect) to value any Financial Indebtedness or other liabilities of the Company or any Subsidiary at "fair value", as defined therein and (y) without giving effect to any treatment of Financial Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 of U.S. GAAP (or any other accounting standard having a similar result or effect) to value any such Financial Indebtedness in a reduced or bifurcated manner as described therein, and such Financial Indebtedness shall at all times be valued at the full stated principal amount thereof, net of discounts and premiums.

### 19.5 Budget

- (a) The Company shall supply to the Agent as soon as the same becomes available but in any event no later than the first day of each of its Financial Years, a budget for the next Financial Year and the following two Financial Years.
- (b) The Company shall ensure that each budget is substantially in the same form as the Budget delivered to the Agent under Clause 4.1 (*Initial conditions precedent*) and includes a projected consolidated profit and loss, balance sheet and cashflow statement for the Group.

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## 19.6 Information: miscellaneous

The Company shall supply to the Agent:

- (a) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Company or any of its Subsidiaries with the SEC or with any other national securities exchange and all documents dispatched by the Company to its shareholders generally, as the case may be;
- (b) promptly upon a Responsible Officer having actual knowledge of them, the details of the filing or commencement of any litigation, arbitration or administrative proceedings which are filed or commenced against any member of the Group and which have or would reasonably be expected to have a Material Adverse Effect;
- (c) promptly upon a Responsible Officer having actual knowledge thereof of the occurrence of any ERISA Event which, alone or together with any other ERISA Events that have occurred, have resulted or would reasonably be expected to have a Material Adverse Effect;
- (d) promptly upon a Responsible Officer having actual knowledge of them, of any other developments that have resulted or would reasonably be expected to have a Material Adverse Effect; and
- (e) promptly following a request therefore, such further information regarding the financial condition, business affairs and operations of any member of the Group as any Finance Party (through the Agent) may reasonably request.

## 19.7 Delivery of information

- (a) Documents required to be delivered pursuant to paragraphs (a) and (d) of Clause 19.1 *Financial Statements*) and paragraph (a) of Clause 19.6 (*Information: miscellaneous*) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which such documents are (i) filed for public availability on the SEC's Electronic Data Gathering and Retrieval System, (ii) posted or the Company provides a link thereto on <http://www.hillenbrand.com>; or (iii) posted on the Company's behalf on an Internet or intranet website, if any, to which the Agent and the Lenders have access (whether a commercial, third-party website or whether sponsored by the Agent). Information required to be delivered pursuant to this Section may also be delivered by electronic communications pursuant to procedures approved by the Agent.
- (b) If any Lender (a "**Paper Form Lender**") notifies the Agent that it requests the delivery of a paper copy of information delivered electronically as set out in paragraph (a) above, then the Agent shall notify the Company accordingly and the Company shall supply the information delivered pursuant to paragraph (a) above to the Agent (in sufficient copies for each Paper Form Lender) in paper form.

## 19.8 "Know your customer" checks

- (a) If:
  - (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
  - (ii) any change in the status of an Obligor (or of a Holding Company of an Obligor) after the date of this Agreement; or

- (iii) a proposed assignment or assignment and transfer by way of assumption of contract (*Vertragsübernahme*) by a Lender of any of its rights and obligations under this Agreement to a party that is not a Lender prior to such assignment or assignment and transfer by way of assumption of contract (*Vertragsübernahme*) or the assumption of any Commitment under this Agreement pursuant to Clause 2.2 (*Increase*) or Clause 2.3 (*Allocation of Additional Commitments*) by a party that is not a Lender prior to such assumption,

obliges the Agent or any Lender (or, in the case of paragraph (a)(iii) above, any prospective new Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or, in the case of the event described in paragraph (a)(iii) above, on behalf of any prospective new Lender) in order for the Agent, such Lender or, in the case of the event described in paragraph (a)(iii) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

- (b) Each Lender shall promptly upon the request of the Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself) in order for the Agent to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.
- (c) The Company shall, by not less than 10 Business Days' prior written notice to the Agent (as required pursuant to Clause 24 *Changes to the Obligors*)), notify the Agent (which shall promptly notify the Lenders) of its intention to request that one of its Subsidiaries becomes an Additional Obligor pursuant to Clause 24 (*Changes to the Obligors*).
- (d) Following the giving of any notice of intention to request that one of its Subsidiaries becomes an Additional Obligor pursuant to Section 24 *Changes to the Obligors*), if the accession of such Additional Obligor obliges the Agent or any Lender to comply with "know your customer" or similar identification procedures or anti-money laundering rules and regulations in circumstances where the necessary information is not already available to it, the Company shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or on behalf of any prospective new Lender) in order for the Agent or such Lender or any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks or anti-money laundering rules and regulations under all applicable laws and regulations pursuant to the accession of such Subsidiary to this Agreement as an Additional Obligor.

## 19.9 Notice of Default

The Company shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon a Responsible Officer having actual knowledge of its occurrence.

The Company shall notify the Agent (promptly upon a Responsible Officer of the Company having actual knowledge thereof) of the occurrence of:

- (a) any of the following to the extent the same would reasonably be expected to result in a Material Adverse Effect:
  - (i) the threatened in writing or actual issuance by the Pensions Regulator of a financial support direction or a contribution notice (as those terms are defined in the United Kingdom Pensions Act 2004) or the threatened in writing or actual exercise of any Criminal Pension Power by the Pensions Regulator or the CPS in relation to the Milacron Pension Scheme; and/or
  - (ii) any amount becoming due to the Milacron Pension Scheme pursuant to Section 75 or 75A of the United Kingdom Pensions Act 1995.

## 20. FINANCIAL COVENANTS

### 20.1 Financial Definitions in this Clause 20:

"Consolidated EBITDA" means, with reference to any period, Consolidated Net Income for such period:

- (a) plus, without duplication and to the extent deducted from revenues in determining Consolidated Net Income for such period:
  - (i) interest expense;
  - (ii) income tax expense;
  - (iii) depreciation expense;
  - (iv) amortisation expense;
  - (v) all non-cash expenses, charges or losses;
  - (vi) losses attributable to the early extinguishment of Indebtedness;
  - (vii)
  - (A) cash fees, costs, expenses, premiums, penalties or other losses incurred in connection with any acquisition, any asset sale or other disposal, any recapitalisation, any investment, any issuance of equity interests by the Company or any issuance, incurrence or repayment of any Indebtedness by the Company or its Subsidiaries, the amortisation of any deferred financing charges, and/or any refinancing transaction or modification or amendment of any debt instrument (including any transaction undertaken but not completed) and
  - (B) non-recurring or unusual expenses, charges or losses

in an aggregate amount for clauses (A) and (B) not to exceed ten percent (10%) of Consolidated EBITDA for any Reference Period (as calculated without giving effect to the add-back of any item pursuant to this clause (vii)), provided that, solely during the Adjusted Period, in connection with determining the amount of the listed items that may be added back to Consolidated EBITDA pursuant to this clause (vii) (the "Specified Expenses"), (1) for the Reference Period ending September 30, 2023, (x) the Specified Expenses actually incurred by the Company and its Subsidiaries during the fiscal quarters of the Company ending December 31, 2022, March 31, 2023 and

June 30, 2023 shall be added back to Consolidated EBITDA and shall not be counted against the foregoing 10% limitation and (y) the Specified Expenses actually incurred by the Company and its Subsidiaries during the fiscal quarter of the Company ending September 30, 2023 shall be counted against, and shall be subject to, the foregoing 10% limitation, (2) for the Reference Period ending December 31, 2023, (x) the Specified Expenses actually incurred by the Company and its Subsidiaries during the fiscal quarters of the Company ending March 31, 2023 and June 30, 2023 shall be added back to Consolidated EBITDA and shall not be counted against the foregoing 10% limitation and (y) the Specified Expenses actually incurred by the Company and its Subsidiaries during the fiscal quarters of the Company ending September 30, 2023 and December 31, 2023 shall be counted against, and shall be subject to, the foregoing 10% limitation and (3) for the Reference Period ending March 31, 2024, (x) the Specified Expenses actually incurred by the Company and its Subsidiaries during the fiscal quarter of the Company ending June 30, 2023 shall be added back to Consolidated EBITDA and shall not be counted against the foregoing 10% limitation and (y) the Specified Expenses actually incurred by the Company and its Subsidiaries during the fiscal quarters of the Company ending September 30, 2023, December 31, 2023 and March 31, 2024 shall be counted against, and shall be subject to, the foregoing 10% limitation; and

- (viii) solely during the Adjusted Period, M&A, legal and other out-of-pocket transaction fees and expenses of the Company and Schenck relating to the Schenck Acquisition, in each case to the extent incurred prior to the date that is 12-months after the date of execution of the Share Purchase Agreement referenced in the definition of "Schenck Acquisition",
- (b) minus to the extent included in Consolidated Net Income for such period:
  - (i) interest income;
  - (ii) income tax benefits (to the extent not netted from tax expense);
  - (iii) any cash payments made during such period in respect of items described in sub-paragraph (a)(v) above subsequent to the Financial Quarter in which the relevant non-cash expense, charge or loss was incurred; and

- (iv) gains attributable to the early extinguishment of Indebtedness,

all calculated for the Company and its Financial Subsidiaries in accordance with U.S. GAAP on a consolidated basis.

**"Consolidated Indebtedness"** means at any time, the aggregate Indebtedness of the Company and its Financial Subsidiaries calculated on a consolidated basis as of such time in accordance with U.S. GAAP but excluding 75% of the principal amount of any mandatorily convertible unsecured bonds, debentures, preferred stock or similar instruments in a principal amount not exceeding USD 500,000,000 (or its equivalent in any other currency or currencies) in the aggregate during the term of this Agreement which are payable in no more than three years (whether by redemption, call option or otherwise) solely in common stock or other common equity interests.

**"Consolidated Interest Expense"** means with reference to any Relevant Period, the interest payable on, and amortisation of debt discount in respect of, all Indebtedness of the Company and its Financial Subsidiaries calculated on a consolidated basis for such period in accordance with U.S. GAAP.

**"Consolidated Net Income"** means for any Relevant Period, the net income (or loss) of the Company and its Financial Subsidiaries calculated in accordance with U.S. GAAP on a consolidated basis (without duplication) for such Relevant Period.

**"Consolidated Revenues"** means, with reference to any Relevant Period, total revenues of the Company and its Financial Subsidiaries calculated in accordance with U.S. GAAP on a consolidated basis for such Relevant Period.

**"Consolidated Tangible Assets"** means, as of the date of determination thereof, Consolidated Total Assets minus the Intangible Assets of the Company and its Financial Subsidiaries as of that date.

**"Consolidated Total Assets"** means as of the date of determination thereof total assets of the Company and its Financial Subsidiaries calculated in accordance with U.S. GAAP on a consolidated basis as of such date.

**"Financial Subsidiary"** means any person which is (or is required to be) consolidated by the Company into its consolidated financial statements pursuant to U.S. GAAP.

**"Indebtedness"** means, as to any person at a particular time, without duplication, all of the following, but only to the extent included as indebtedness or liabilities in accordance with U.S. GAAP:

- (a) all obligations of such person for borrowed money;
- (b) all obligations of such person evidenced by bonds, debentures, notes, loan agreements or similar instruments;
- (c) all obligations of such person to pay the deferred purchase price of property or services (other than accounts payable incurred in the ordinary course of business or any earn-out obligations);
- (d) all obligations of such person in respect of indebtedness (excluding prepaid interest thereon) secured by Security on property owned or being purchased by such person (including indebtedness arising under conditional sales or other title retention agreements) whether or not such indebtedness shall have been assumed by such person or is limited in recourse;
- (e) all obligations of such person for unreimbursed payments made under letters of credit (including standby and commercial letters of credit), bankers' acceptances and bank guarantees;
- (f) all obligations of such person in respect of finance leases of such person;
- (g) (in respect of this Clause 20 (*Financial Covenants*)) only for the purpose of calculating Consolidated Indebtedness) all net obligations of such person under any Swap Agreement pertaining to interest rates; and
- (h) all guarantees granted by such person in respect of any of the foregoing;

provided that the term "Indebtedness" shall not include obligations in respect of operating leases regardless of whether they appear on the balance sheet of such person. For the purposes of this definition, the Indebtedness of any person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation, limited liability company or other limited liability entity) in which such person is a general partner or a joint venture, unless such Indebtedness is expressly made non-recourse to such person. The amount

of any net obligation under a Swap Agreement on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of any finance lease as of any date shall be deemed to be the amount of Attributable Indebtedness in respect thereof as of such date. Upon the defeasance or satisfaction and discharge of Indebtedness in accordance with the terms of such Indebtedness, such Indebtedness will cease to be "Indebtedness" hereunder (upon the giving or mailing of a notice of redemption and redemption funds being deposited with a trustee or paying agent or otherwise segregated or held in trust or under an escrow or other funding arrangement for the sole purpose of repurchasing, redeeming, defeasing, repaying, satisfying and discharging, or otherwise acquiring or retiring such Indebtedness, or other substantially comparable processes).

**"Intangible Assets"** means the aggregate amount, for the Company and its Financial Subsidiaries on a consolidated basis, of all assets classified as intangible assets under U.S. GAAP, including, without limitation, customer lists, acquired technology, goodwill, computer software, trademarks, patents, copyrights, organisation expenses, franchises, licenses, trade names, brand names, mailing lists, catalogues, unamortised debt discount and capitalised research and development costs.

**"Interest Coverage"** means the ratio of Consolidated EBITDA to Consolidated Interest Expense.

**"Leverage Ratio"** means, determined as of the last day of each of the Company's Financial Quarters, the ratio of (i) (x) Consolidated Indebtedness minus (y) the Liquidity Amount, in each case as of the last day of such Financial Quarter to (ii) Consolidated EBITDA for the period of four (4) consecutive Financial Quarters ending with the last day of such Financial Quarter, all calculated for the Company and the members of the Group on a consolidated basis.

**"Quarter Date"** means each of 31 March, 30 June, 30 September and 31 December.

"Relevant Period" means each period of twelve months ending on a Quarter Date.

## 20.2 Financial condition

The Company shall ensure that:

- (a) Maximum Leverage: prior to the commencement of the Adjusted Period, the Leverage Ratio (calculated in accordance with Clause 20.3 *Financial testing*) below), in each case in respect of any Relevant Period ending on or after the Effective Date shall not exceed a ratio of:

- (A) 4.00 to 1.00 for the Financial Quarters ending June 30, 2023 and September 30, 2023 and December 31, 2023; and  
(B) 3.50 to 1.00 for the Financial Quarter ending March 31, 2024 and each Financial Quarter ending thereafter,

**provided that** the Company may by written notice to the Agent for distribution to the Lenders (which notice may be in the Compliance Certificate for the applicable Financial Quarter) and not more than once during the term of this Agreement following the Effective Date, elect to increase the Maximum Leverage ratio to 4.00 to 1.00 for an Adjusted Covenant Period in connection with a Material Acquisition (as defined in paragraph (c) of Clause 20.3 (*Financial testing*)) that involves the payment of consideration by the Company and/or its Financial Subsidiaries in excess of USD 75,000,000 (or its equivalent in any other currency or currencies).

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- (b) From and after the commencement of the Adjusted Period, the Company will not permit the Leverage Ratio (calculated in accordance with Clause 20.3 (*Financial testing*)), determined as of the last day of each of its Financial Quarters ending on and after June 30, 2023, to be greater than:

- (A) 4.00 to 1.00 for the Financial Quarter ending June 30, 2023,  
(B) 4.50 to 1.00 for the Financial Quarters ending September 30, 2023, December 31, 2023, March 31, 2024 and June 30, 2024,  
(C) 4.00 to 1.00 for the Financial Quarters ending September 30, 2024 and December 31, 2024,  
(D) 3.75 to 1.00 for the Financial Quarter ending March 31, 2025 and (E) 3.50 to 1.00 for the fiscal quarter ending June 30, 2025 and each fiscal quarter ending thereafter,

**provided that** the Company may, on or after October 1, 2025, by written notice to the Agent for distribution to the Lenders (which notice may be in the compliance certificate delivered by the Company for the applicable fiscal quarter) and not more than once during the term of this Agreement, elect to increase the maximum Leverage Ratio to 4.00 to 1.00 for an Adjusted Covenant Period in connection with an acquisition that involves the payment of consideration by the Company and/or any of its members of the Group in excess of \$75,000,000 (or its equivalent in any other currency or currencies).

- (c) Minimum Interest Coverage: the Company's Interest Coverage ratio in respect of any Relevant Period ending on or after 30 June 2022 shall not be less than a ratio of 3.00:1.

## 20.3 Financial testing

- (a) The financial covenants set out in Clause 20.2 (*Financial condition*) shall be tested as of the last day of each Relevant Period (and for the first time for the Relevant Period ending on 30 June 2022) by reference to each of the financial statements of the Company delivered pursuant to paragraphs (a) and (d) of Clause 19.1 (*Financial statements*) and/or each Compliance Certificate delivered pursuant to Clause 19.2 (*Compliance Certificate*).
- (b) For the avoidance of doubt, the financial covenants set out in Clause 20.2 (*Financial condition*) shall be tested based on the consolidated financial statements of the Company and include any Financial Subsidiary.
- (c) For the purposes of calculating Consolidated EBITDA and/or Consolidated Interest Expense for any Relevant Period:
- (i) if at any time during such Relevant Period the Company or any Financial Subsidiary shall have made any Material Disposal, the Consolidated EBITDA for such Relevant Period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the property that is the subject of such Material Disposal for such Relevant Period or increased by an amount equal to Consolidated EBITDA (if negative) attributable thereto for such Relevant Period; and

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- (ii) if during such Relevant Period the Company or any Financial Subsidiary shall have made a Material Acquisition, Consolidated EBITDA for such Relevant Period shall be calculated after giving effect thereto on a pro forma basis as if such Material Acquisition occurred on the first day of such Relevant Period; and
- (iii) Consolidated Interest Expense shall be determined for such period on a pro forma basis as if such acquisition or disposal, and any related incurrence or repayment of Indebtedness, had occurred at the beginning of such period.

As used in this paragraph (c):

"Material Acquisition" means any acquisition of property or a series of related acquisitions of property that:

- (i) constitutes:
- (A) assets comprising all or substantially all or any significant portion of a business or operating unit of a business; or
- (B) all or substantially all of the common stock or other Equity Interests of a person; and

- (ii) involves the payment of consideration (including assumed debt) by the Company and its Financial Subsidiaries in excess of USD 10,000,000 (or its equivalent in any other currency or currencies).

**"Material Disposal"** means any sale, transfer or disposal of property or series of related sales, transfers or disposal of property that

- (i) constitutes:
  - (A) assets comprising all or substantially all or any significant portion of a business or operating unit of a business; or
  - (B) all or substantially all of the common stock or other Equity Interests of a person, and
- (ii) involves gross proceeds to the Company or any of its Financial Subsidiaries in excess of USD 10,000,000 (or its equivalent in any other currency or currencies).

## 21. GENERAL UNDERTAKINGS

The undertakings in this Clause 21 (*General undertakings*) remain in force from the date of this Agreement until both (i) the Commitments have expired or been terminated and (ii) all L/Gs have been repaid in full as set out in Clause 8 (*Repayment*) of this Agreement and there is no other amount outstanding under the Finance Documents.

### 21.1 Authorisations

The Company shall and shall cause each of its Material Subsidiaries to:

- (a) preserve and do all that is necessary to maintain in full force and effect its legal existence; and

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- (b) take, or cause to be taken, all reasonable actions to preserve, renew and keep in full force and effect the rights, qualifications, licenses, permits, privileges, franchises, Authorisations and intellectual property rights material to the conduct of its business, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted except, for the purposes of this paragraph (b) only, to the extent the failure to do so would not reasonably be expected to have a Material Adverse Effect,

**provided that** the foregoing shall not:

- (i) prohibit any merger, consolidation, amalgamation, disposition, liquidation or dissolution permitted under Clause 21.5 (*Merger*); and
- (ii) require any member of the Group to preserve any right, qualification, license, permit, privilege, franchise, Authorisation, intellectual property right or authority to conduct its business if any member of the Group shall determine that the preservation thereon is no longer desirable in the conduct of the business of any member of the Group and that the loss thereof is not disadvantageous in any material respect to any member of the Group or the Lenders.

### 21.2 Compliance with laws

Each Obligor shall (and the Company shall ensure that its Subsidiaries will) comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property (including without limitation Environmental Laws), in each case except whether the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. The Company will maintain in effect and enforce policies and procedures reasonably designed to promote compliance in all material respects by the Company, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, provided that such undertaking shall (to the extent it relates to Sanctions) not be given (i) by/in respect of any Obligor or (ii) to any Lender to the extent that such undertaking would result in any violation of, conflict with or liability under EU Regulation (EC) 2271/96, section 7 of the German Foreign Trade Ordinance (*Außenwirtschaftsverordnung*) or a similar anti-boycott statute.

### 21.3 Negative pledge

- (a) Except as permitted under paragraph (b) below, no Obligor shall (and the Company shall ensure that no other member of the Group will) create or permit to subsist any Security over or with respect to any of its assets, whether now owned or hereafter acquired, or assign any right to receive income.
- (b) Paragraph (a) above shall not apply to any Security which is:
  - (i) Security, if any, pursuant to any Finance Document (including Security on any cash in favour of an Issuing Bank required pursuant to the terms of this Agreement);
  - (ii) Security existing on the date of this Agreement (i) that does not exceed USD 1,000,000 (or its equivalent in any other currency or currencies) or (ii) listed on Schedule 17 (*List of Existing Financial Indebtedness and Existing Security*) and any renewals or extensions thereof; **provided that** the property covered thereby is not increased and any renewal or extension of the obligations secured or benefited thereby is permitted by sub-paragraph (ii) of paragraph (b) of Clause 21.14 (*Financial Indebtedness*);

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- (iii) Security for taxes not yet due and payable or which are being contested in good faith and by appropriate proceedings in the circumstances, if adequate reserves with respect thereto are maintained on the books of the applicable person in accordance with Applicable GAAP;
- (iv) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Security arising in the ordinary course of business which are not overdue for a period of more than 60 days or which are being contested in good faith and by appropriate proceedings in the circumstances, if adequate reserves with respect thereto are maintained on the books of the applicable person to the extent required in accordance with Applicable GAAP;

- (v) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation (including, but not limited to, section 8a of the German Semi-retirement Act (*Altersteilzeitgesetz*) and section 7d of the German Social Law Act No. 4 (*Sozialgesetzbuch IV*) but other than any Security imposed by ERISA), including cash collateral for obligations in respect of letters of credit, guarantee obligations or similar instruments related to the foregoing, and deposits securing liability insurance carriers under insurance or self-insurance arrangements in the ordinary course of business;
- (vi) pledges or deposits (including cash collateral for obligations in respect of letters of credit and bank guarantees) to secure the performance of bids, trade contracts and leases (other than Financial Indebtedness), statutory obligations, surety bonds (other than bonds related to judgements or litigation), performance bonds and other obligations of a like nature incurred in the ordinary course of business;
- (vii) easements, rights-of-way, restrictions and other similar encumbrances affecting real property and other minor defects or irregularities in title and other similar encumbrances including the reservations, limitations, provisos and conditions, which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property of the Group taken as a whole or materially interfere with the ordinary conduct of the business of the applicable person;
- (viii) Security securing Financial Indebtedness permitted under sub-paragraph (b)(iv) of Clause 21.14 (*Financial Indebtedness*) **provided that:**
  - (A) such Security does not at any time encumber any property other than the property financed by such Financial Indebtedness; and
  - (B) the Financial Indebtedness secured thereby does not exceed the cost or fair market value, whichever is lower, of the property being acquired on the date of acquisition;
- (ix) Security securing Financial Indebtedness permitted under sub-paragraph (b)(xviii) of Clause 21.14 (*Financial Indebtedness*) below;
- (x) statutory rights of set-off arising in the ordinary course of business;
- (xi) Security existing on the property at the time of acquisition thereof by any member of the Group and not created in contemplation thereof;

- (xii) Security existing on property of a Subsidiary of the Company at the time such Subsidiary of the Company is merged, consolidated or amalgamated with or into, or acquired by, any member of the Group or becomes a Subsidiary of the Company and not created in contemplation thereof;
- (xiii) Security in favour of banks which arise under Article 4 of the UCC on items in collection and documents relating thereto and the proceeds thereof or which arise under banks' standard terms and conditions;
- (xiv) judgement Security in respect of judgements that do not constitute an Event of Default under Clause 22.12 (*Adverse Judgement*) or Security securing appeal or surety bonds related to such judgements, in particular but not limited to any Security granted or to be granted by Coperion GmbH in connection with a litigation between Jürgen Horstmann and, *inter alios*, ThyssenKrupp Technologies Beteiligungen and Coperion GmbH;
- (xv) any interest or title of a landlord, lessor or sublessor under any lease of real estate or any Security affecting solely the interest of the landlord, lessor or sublessor;
- (xvi) leases, licenses, subleases or sublicenses granted:
  - (A) to others not interfering in any material respect with the business of the Group, taken as a whole; or
  - (B) between or among any member of the Group;
- (xvii) purported Security evidenced by the filing of precautionary UCC financing statements, PPSA financing statements or similar filings relating to operating leases of personal property entered into by any member of the Group in the ordinary course of business;
- (xviii) any interest or title of a licensor under any license or sublicense entered into by any member of the Group as a licensee or sublicensee:
  - (A) existing on the date of this Agreement; or
  - (B) in the ordinary course of business;
- (xix) with respect to any real property, immaterial title defects or irregularities that do not, individually or in the aggregate, materially impair the use of such real property;
- (xx) Security on any cash earnest money deposits or other escrow arrangements made in connection with any letter of intent or purchase agreement;
- (xxi) Security in favour of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;
- (xxii) Security arising out of sale and leaseback transactions;
- (xxiii) customary rights of first refusal, "tag along" and "drag along" rights, and put and call arrangements under joint venture agreements;
- (xxiv) Security on treasury stock of the Company;

- (xxv) Security (x) in favour of collecting or payor banks having a right of set-off, revocation, refund or chargeback with respect to money or instruments on deposit with or in possession of such bank, (y) attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business or (z) in favor of banking institutions arising as a matter of law or standard business terms and conditions encumbering deposits (including the right of setoff) and which are within the general parameters customary in the banking industry;
- (xxvi) Security securing obligations (contingent or otherwise) of any member of the Group existing or arising under any Swap Agreement;
- (xxvii) other Security securing liabilities or assignments of rights to receive income in an aggregate amount at any time outstanding not to exceed (x) during the Adjusted Period, \$50,000,000 and (y) on and after the Adjusted Period Termination Date, the greater of USD 150,000,000 (or its equivalent in another currency or currencies) and 15% of Consolidated Tangible Assets (calculated as of the end of the immediately preceding Financial Quarter for which the Company's financial statements were most recently delivered pursuant to Clause 19.1 (*Financial Statements*)) or, if prior to the date of the delivery of the first financial statements to be delivered pursuant to Clause 19.1 (*Financial Statements*), the most recent financial statements referred to in Clause 18.13 (*Financial statements*)) at any time outstanding,  
  
**provided that**, for the avoidance of doubt, no Default or Event of Default shall be deemed to have occurred if, at the time of the creation, incurrence, assumption or initial existence thereof, such Security was permitted to be incurred pursuant to this paragraph (xxvii) notwithstanding a decrease after such time in the basket amount permitted under this paragraph (xxvii) as a result of a decrease in Consolidated Tangible Assets;
- (xxviii) Security on property or assets deposited with a trustee or paying agent or otherwise segregated or held in trust or under an escrow or other funding arrangement for the sole purpose of repurchasing, redeeming, defeasing, repaying, satisfying and discharging or otherwise acquiring or retiring Indebtedness;
- (xxix) Security on Margin Stock; and
- (xxx) Security securing the obligations under this Agreement and/or the Existing US Facility Agreement (and related banking services obligations and swap obligations) so long as such Security is subject to the Pari Passu Intercreditor Agreement.

#### 21.4 Disposals

- (a) Except as permitted under paragraph (b) below, no Obligor shall (and the Company shall ensure that no other member of the Group will), enter into a single transaction or a series of transactions and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of all or substantially all of the assets of the Group, taken as a whole.
- (b) Paragraph (a) shall not apply to:
  - (i) the Disposal by any Subsidiary of the Company of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Company or to another Subsidiary of the Company **provided that** if the transferor in such a transaction

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is a wholly owned Subsidiary of the Company, then the transferee must either be the Company or a wholly-owned-Subsidiary of the Company;

- (ii) the Disposal by the Company of its treasury stock; and
- (iii) the Company and any of its Subsidiaries entering into any transaction permitted by Clause 21.5.5 (*Merger*).

#### 21.5 Merger

- (a) Except as permitted under paragraph (b) below, no Obligor shall (and the Company shall ensure that no other member of the Group will) merge, consolidate or amalgamate with or into another person.
- (b) Paragraph (a) shall not apply to:
  - (i) any Subsidiary of the Company:
    - (A) merging or consolidating with or into the Company, **provided that** the Company shall be the continuing or surviving person; or
    - (B) merging, consolidating or amalgamating with any one or more other Subsidiaries of the Company, **provided that** when any wholly-owned Subsidiary of the Company is merging or amalgamating with another Subsidiary of the Company, the wholly owned Subsidiary of the Company shall be the continuing or surviving person (or the continuing corporation resulting from such amalgamation, shall be the wholly owned Subsidiary of the Company);
  - (ii) any member of the Group merging (or in the case of a Subsidiary of the Company, amalgamating) with any person in a transaction that would be an acquisition permitted under paragraph (b) of Clause 21.13 (*Acquisitions*) or a Disposal that is permitted under paragraph (b) of Clause 21.4 (*Disposals*) **provided that** in the case of an acquisition:
    - (A) if the Company is a party to such merger, it shall be the continuing or surviving person; or
    - (B) if any Obligor (other than the Company) is a party to such merger or amalgamation, such Obligor shall be the continuing or surviving person (or the continuing corporation resulting from such amalgamation shall be the Obligor and shall have executed and delivered to the Agent a confirmation to that effect reasonably satisfactory to the Agent); and
  - (iii) any member of the Group entering into any transaction permitted by paragraph (b) of Clause 21.4 (*Disposals*).

#### 21.6 Change of business

No Obligor shall (and the Company shall ensure that no other member of the Group will) enter into any material line of business if, after giving effect thereto, the business of the Group (taken as a whole) would be substantially different from the business in which the Group (taken as a whole) are presently engaged provided that this Clause 21.6 shall not prohibit the Company or its Subsidiaries from entering into (x) any line of business that is reasonably related, incidental, ancillary or complementary to, or any reasonable extension, development or expansion of, the



business in which the Company and its Subsidiaries, taken as a whole, are presently engaged, or (y) any other non-core incidental businesses acquired in connection with any acquisition or investment not prohibited hereunder.

#### 21.7 Centre of Main Interests and Establishments

Each Obligor incorporated in a member state of the European Union shall cause its registered office and "centre of main interests" (as that term is used in Article 3(1) of the regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast)) to be situated solely in its jurisdiction of incorporation and shall have an "establishment" (as that term is used in Article 2(10) of the regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast)) situated solely in its jurisdiction of incorporation.

#### 21.8 Preservation of assets and insurance

- (a) Each Obligor shall (and the Company shall ensure that each member of the Group will):
  - (i) keep and maintain all property material to the conduct of the business of the Group (taken as a whole) in good working order and condition, ordinary wear and tear excepted; and
  - (ii) maintain insurances with financially sound and reputable insurance companies or with a captive insurance company that is an Affiliate of the Company in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.
- (b) During the Collateral Period, the Company will furnish to the Agent, upon any reasonable request of the Agent, information in reasonable detail as to the insurance so maintained (but no more frequently than once per Financial Year). Except as otherwise agreed by the Agent, during the Collateral Period, the Company shall deliver to the Agent endorsements (x) to all "All Risk" physical damage insurance policies on all of the Domestic Obligors' tangible personal property and assets naming the Agent as lender loss payee, and (y) to all general liability and other liability policies of the Domestic Obligors (other than workers' compensation, director and officer liability or other policies in which such endorsements are not customary) naming the Agent an additional insured.

#### 21.9 Pari passu

Each Obligor shall ensure that its payment obligations under the Finance Documents rank at all time at least *pari passu* with the claims of all of its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

#### 21.10 Taxation

Each Obligor shall (and the Company shall ensure that each member of the Group will) pay and discharge all Taxes that, if not paid, would reasonably be expected to result in a Material Adverse Effect before the same shall become delinquent or in default unless and only to the extent that:

- (a) the validity or amount of such payment is being contested in good faith by appropriate proceedings;

- (b) the Company or such member of the Group has set aside on its books adequate reserves with respect thereto in accordance with Applicable GAAP; and
- (c) the failure to pay those Taxes would not reasonably be expected to result in a Material Adverse Effect.

#### 21.11 Compliance with Swiss Non-Bank Rules

Each Swiss Borrower shall ensure at any time that it is in compliance with the Swiss Non-Bank Rules. This undertaking shall not be deemed to be breached if the Swiss Non-Bank Rules are breached as a result solely of:

- (a) a Lender has failed to comply with its obligations under Clause 23 (*Changes to Lenders*);
- (b) a Lender ceased to be a Swiss Qualifying Bank other than as a result of any change after the date it became a Finance Party under this Agreement in (or in the interpretation, administration or application of) any law or any published practice or concession of any relevant taxing authority.

#### 21.12 Access

Each Obligor shall (and the Company shall ensure that each member of the Group will):

- (a) keep proper books of record and accounts of all material financial dealings and transactions in relation to its business activities, which entries are true and correct in all material respects and, subject to Clause 19.1 (*Financial Statements*), in form permitting financial statements conforming with GAAP to be derived therefrom; and
- (b) permit that representatives designated by the Agent access at reasonable times and upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and, **provided that** any member of the Group is afforded the opportunity to participate in such discussions, its independent accountants, all at such reasonable times and as often as reasonably requested, **provided that** such visitations, inspections or examinations shall not occur more frequently than once per calendar year so long as no Event of Default has occurred and is continuing.

The Company acknowledges that the Agent, after exercising its rights of inspection, may, subject to Clause 35 (*Confidentiality*), prepare and distribute to the Lenders certain reports pertaining to the Group's assets for internal use by the Agent and the Lenders. Notwithstanding anything to the contrary in this Clause 21.12, no member of the Group will be required to disclose, permit the inspection, examination or making of extracts, or discussion of, any documents, information or other matter that:

- (i) constitutes non-financial trade secrets or non-financial proprietary information;

- (ii) in respect of which disclosure to the Agent (or any designated representative) is then prohibited by law or any agreement binding on any member of the Group; or
- (iii) is subject to lawyer-client or similar privilege which constitutes lawyer work-product.

#### 21.13 Acquisitions

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- (a) Except as permitted under paragraph (b) below, no Obligor shall (and the Company shall ensure that no other member of the Group will) acquire (in one or a series of transactions) all of the capital stock or equity interests or all or substantially all of the assets of any person.
- (b) Paragraph (a) shall not apply to any acquisition of all of the capital stock or equity interests or all or substantially all of the assets of any person where:
  - (i) immediately before and after giving effect thereto, no Default shall have occurred and be continuing or would result therefrom; and
  - (ii) (A) the aggregate amount invested (including assumed debt) is less than or equal to USD 375,000,000 (or its equivalent in any other currency or currencies); or
    - (B) the aggregate amount invested (including assumed debt) is greater than USD 375,000,000 (or its equivalent in any other currency or currencies), and not less than five Business Days prior to the consummation of any such acquisition or series of acquisitions, the Company delivers to the Agent relevant financial information, statements and projections reasonably requested by the Agent for the Relevant Period ending on the last day of the Financial Quarter for which consolidated financial statements have most recently been delivered pursuant to Clause 19.1 (*Financial statements*), such relevant financial statements giving effect to the acquisition of the company or business on a pro forma basis and to be delivered together with a certificate by a Responsible Officer of the Company demonstrating pro forma compliance with Clause 20 (*Financial Covenants*) after giving effect to such acquisition or series of acquisitions for that Relevant Period.

#### 21.14 Financial Indebtedness

- (a) Except as permitted under paragraph (b) below, no Obligor shall (and the Company shall ensure that no member of the Group will) incur or allow to remain outstanding any Financial Indebtedness.
- (b) Paragraph (a) shall not apply to:
  - (i) Financial Indebtedness arising under the Finance Documents;
  - (ii) Financial Indebtedness that:
    - (A) is outstanding on the date hereof and is less than USD 2,000,000 (or its equivalent in any other currency or currencies) individually or USD 15,000,000 in the aggregate; or
    - (B) arises or is incurred under agreements listed in Schedule 17 (*List of Existing Financial Indebtedness and Existing Security*) and any refinancings, refundings, renewals or extensions thereof,

**provided that** the amount of such Financial Indebtedness is not increased at the time of such refinancing, refunding, renewal or extension except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments unutilised thereunder;

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- (iii) obligations (contingent or otherwise) of the Company or any Subsidiary existing or arising under any Swap Agreement, **provided that** such obligations are (or were) entered into in the ordinary course of business and not for purposes of speculation;
- (iv) Financial Indebtedness in respect of finance leases and purchase money obligations for fixed or capital assets and any refinancings, refundings, renewals or extensions thereof **provided that** the amount of such Financial Indebtedness is not increased at the time of such refinancing, refunding, renewal or extension except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments unutilised thereunder **provided that** the only property subject to such finance leases and purchase money obligations is the property so acquired;
- (v) Financial Indebtedness that may be deemed to exist pursuant to surety bonds, appeal bonds, supersedeas bonds or similar obligations incurred in the ordinary course of business;
- (vi) so long as no Default has occurred and is continuing or would result therefrom at the time of incurrence, any other unsecured Financial Indebtedness of (x) the Company or any Guarantor and (y) any Borrower under and as defined in the Existing US Facility Agreement which is a Foreign Subsidiary, in the case of clause (y), in an aggregate principal amount not to exceed the greater of (i) USD 200,000,000 and (ii) 20% of Consolidated Tangible Assets (calculated as of the end of the immediately preceding Financial Quarter for which the Company's financial statements were most recently delivered pursuant to paragraph (a) or (d) of Clause 19.1 (*Financial statements*)) or, if prior to the date of the delivery of the first financial statements to be delivered pursuant to paragraph (a) or (d) of Clause 19.1 (*Financial statements*), the Original Financial Statements **provided that, in each case**, such Financial Indebtedness is not senior in right of payment to the payment of the Financial Indebtedness arising under this Agreement and the Finance Documents;
- (vii) Financial Indebtedness of a Subsidiary of the Company to the Company or any of the Company's other Subsidiaries or Financial Indebtedness of the Company to any Subsidiary of the Company in connection with loans or advances **provided that** each item of intercompany debt shall be unsecured and such Financial Indebtedness shall only be permitted under this sub-paragraph (b)(vii) to the extent it will be eliminated for the purposes of the consolidated financial statements of the Company in accordance with U.S. GAAP;

- (viii) Financial Indebtedness arising as a result of the endorsement in the ordinary course of business of negotiable instruments in the course of collection;
- (ix) *[reserved]*;
- (x) guarantees by the Company of Financial Indebtedness of any Subsidiary of the Company and by any Subsidiary of the Company of Financial Indebtedness of the Company or any other Subsidiary of the Company **provided that** the Financial Indebtedness so guaranteed is permitted by this paragraph (b);
- (xi) Financial Indebtedness owed to any person providing workers' compensation, health, disability or other employee benefits or property, casualty, liability or other insurance to the Company or any Subsidiary of the Company, including

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pursuant to reimbursement or indemnification obligations to such person, in each case incurred in the ordinary course of business;

- (xii) customary contingent indemnification obligations to purchasers in connection with any Disposal;
- (xiii) Financial Indebtedness of any person that becomes a Subsidiary of the Company after the date of this Agreement, **provided that** such Financial Indebtedness exists at the time such person becomes a Subsidiary of the Company and is not created in contemplation thereof, and any refinancings, refundings, renewals or extensions thereof, **provided that** the amount of such Financial Indebtedness is not increased at the time of such refinancing, refunding, renewal or extension except by an amount equal to a reasonable premium or other reasonable amount paid and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments unutilised thereunder;
- (xiv) Financial Indebtedness in respect of netting services, cash management obligations, overdraft protections and otherwise in connection with deposit accounts and Financial Indebtedness arising from the honouring by a bank or other financial institution of a cheque, draft or similar instrument inadvertently (except in the case of daylight overdrafts) being drawn against insufficient funds in the ordinary course of business;
- (xv) Financial Indebtedness with respect to the deferred purchase price of property acquired and any refinancings, refundings, renewals or extensions thereof **provided that** the amount of such Financial Indebtedness is not increased at the time of such refinancing, refunding, renewal or extension except by an amount equal to any existing commitments unutilised thereunder or by an amount equal to a reasonable premium or other reasonable amount paid and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments unutilised thereunder;
- (xvi) Financial Indebtedness incurred in respect of credit cards, credit card processing services, debit cards, stored value cards or purchase cards (including so-called "procurement cards" or "P-cards") in each case, incurred in the ordinary course of business;
- (xvii) contingent liabilities in respect of any indemnification obligations, adjustment of purchase price, non-compete, or similar obligations (other than guarantees of any Financial Indebtedness for borrowed money) of the Company or any Subsidiary of the Company incurred in connection with the consummation of one or more acquisitions;
- (xviii) other Financial Indebtedness not covered under paragraphs (i) to (xvii) above in an aggregate principal amount not to exceed the greater of:
  - (A) USD 150,000,000 (or its equivalent in any other currency or currencies); and
  - (B) 15 per cent. of Consolidated Tangible Assets (calculated as of the end of the immediately preceding Financial Quarter for which the Company's financial statements were most recently delivered pursuant to Clause 19.1 (*Financial statements*)), or if prior to the date of the delivery of the first financial statements to be delivered pursuant to Clause 19.1 (*Financial statements*), the Original Financial Statements)

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**provided that** for the avoidance of doubt, no Default or Event of Default shall be deemed to have occurred if, at the time of creation, incurrence, assumption or initial existence thereof, such Financial Indebtedness was permitted to be incurred pursuant to this sub-paragraph (xviii) notwithstanding a decrease after such time in the basket amount permitted under this sub-paragraph (xviii) as a result of a decrease in Consolidated Tangible Assets.

#### 21.15 Permitted Distributions and Payments

- (a) Except as permitted under paragraph (b) below, no Obligor shall (and the Company shall ensure that no member of the Group will) declare or make any Restricted Payment or incur any obligation (contingent or otherwise) to do so.
- (b) Paragraph (a) above shall not apply to:
  - (i) any Subsidiary of the Company making Restricted Payments to any member of the Group (and, in the case of a Restricted Payment by a non-wholly-owned Subsidiary of the Company, such Restricted Payment may be made to each other owner of capital stock or other equity interests of such Subsidiary of the Company on a pro rata basis based on their relative ownership interests);
  - (ii) any member of the Group declaring or making any dividend payments or other distributions payable solely in the common stock or other common equity interests of such person;
  - (iii) any member of the Group purchasing, redeeming or otherwise acquiring shares of its common stock or other common equity interests or warrants or options to acquire any such shares with the proceeds received from the substantially concurrent issue of new shares of its common stock or other common equity interests;

- (iv) any member of the Group making distributions to or payments on behalf of current and former employees, officers or directors of any member of the Group (or any spouses, ex-spouses, trusts or estates of any of the foregoing) on account of exercises, purchases, redemptions or other acquisitions of Equity Interests of any member of the Group held by such persons (including to pay for the taxes payable by such persons in connection with a grant or award of Equity Interests of any member of the Group or upon the vesting thereof) and repurchasing Equity Interests issued to current or former employees, officers, directors or managers upon death, disability or termination of employment of such person or pursuant to the terms of any subscription, stockholder or other agreement or plan approved by any member of the Group's board of directors (or any committee thereof);
- (v) solely during the Adjusted Period, the Company declaring and paying during each of the Company's 2023 fiscal year, 2024 fiscal year and 2025 fiscal year, its regularly scheduled cash dividends to its stockholders:
  - (A) with respect to the Company's 2023 fiscal year, in an amount up to and including \$0.88 per share;
  - (B) with respect to the Company's 2024 fiscal year, in an amount consistent with the aggregate amount of dividends paid in the Company's 2023 fiscal year plus an additional amount equal to \$0.01 per share in excess of the aggregate amount paid in

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the Company's 2023 fiscal year pursuant to the foregoing sub-paragraph (A); and

- (C) with respect to the Company's 2025 fiscal year, in an amount consistent with the aggregate amount of dividends paid in the Company's 2024 fiscal year plus an additional amount equal to \$0.01 per share in excess of the aggregate amount paid in the Company's 2024 fiscal year pursuant to the foregoing sub-paragraph (B),

**provided that** (i) the Company is in compliance with the Leverage Ratio set forth in paragraph (a) of Clause 20.2 *Financial condition* (calculated as of the end of the immediately preceding Financial Quarter for which the Company's financial statements were most recently delivered pursuant to Clause 19.1 (*Financial statements*)) on a pro forma basis immediately after giving effect to such payment and the incurrence of any Indebtedness incurred to make such payment and (ii) immediately after giving effect to such payment, no Event of Default would exist;

- (vi) solely during the Adjusted Period, the Company declaring and paying cash dividends to its stockholders and purchase, redeem or otherwise acquire shares of its capital stock or warrants, rights or options to acquire any such shares for cash; **provided that:**
  - (A) on a pro forma basis, immediately after giving effect to such proposed action in this paragraph (vi) and the incurrence of any Financial Indebtedness incurred to take any such proposed action in this paragraph (vi) the Leverage Ratio (calculated as of the end of the immediately preceding Financial Quarter for which the Company's financial statements were most recently delivered pursuant to Clause 19.1 (*Financial statements*)) is less than or equal to 3.50 to 1.00; and
  - (B) immediately after giving effect to such proposed action in this paragraph (vi), no Event of Default would exist; and
- (vii) solely (1) prior to the commencement of the Adjusted Period and (2) on and after the Adjusted Period Termination Date, the Company declaring and paying cash dividends to its stockholders and purchasing, redeeming or otherwise acquiring shares of its capital stock or warrants, rights or options to acquire any such shares for cash **provided that** (i) the Company is in compliance with the Leverage Ratio set forth in paragraph (a) of Clause 20.2 (*Financial condition*) (calculated as of the end of the immediately preceding Financial Quarter for which the Company's financial statements were most recently delivered pursuant to Section Clause 19.1 (*Financial statements*)) on a pro forma basis immediately after giving effect to such proposed action in this clause (vii) and the incurrence of any Indebtedness incurred to take any such proposed action in this clause (vii) and (ii) immediately after giving effect to such proposed action in this clause (vii), no Event of Default would exist.

## 21.16 Burdensome Agreements

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- (a) No Obligor shall (and the Company shall ensure that no member of the Group will) enter into any Contractual Obligation that limits the ability:
  - (i) of any Subsidiary of the Company to make Restricted Payments to the Company;
  - (ii) of any Subsidiary of the Company to guarantee the Financial Indebtedness of the Borrowers under the Finance Documents; or
  - (iii) of any member of the Group to create, incur, assume or suffer to exist Security on property of such person to secure the obligations of the Obligors under the Finance Documents,
- (b) Paragraph (a) of this Clause 21.16 (*Burdensome Agreements*) shall not apply to any Contractual Obligation:
  - (i) set out in this Agreement or any other Finance Document;
  - (ii) on subletting or assignment of any leases or licenses of any member of the Group or on the assignment of a Contractual Obligation or any rights thereunder or any other customary non-assignment provisions, in each case entered into in the ordinary course of business;
  - (iii) set out in Contractual Obligations for the disposal of assets (including any Equity Interests in any Subsidiary of the Company) of any member of the Group **provided that** such restrictions and conditions apply only to the assets or Subsidiary of the Company that is to be sold;
  - (iv) [reserved];
  - (v) set out in any Contractual Obligation governing Financial Indebtedness permitted under sub-paragraphs (ii), (iv), (vi), (x), (xiii), (xv), or (xviii) of paragraph (b) of Clause 21.14 (*Financial Indebtedness*);

- (vi) with respect to cash or other deposits (including escrowed funds) received by any member of the Group in the ordinary course of business and assets subject to Security permitted by sub-paragraphs (ii), (v), (vi), (vii), (x), (xi), (xii), (xiv), (xx), (xxii), or (xxviii) of paragraph (b) of Clause 21.3 (*Negative pledge*);
- (vii) set out in joint venture agreements or other similar agreements concerning joint ventures and applicable solely to such joint venture;
- (viii) set out in any Contractual Obligation relating to an asset being acquired existing at the time of acquisition or a Subsidiary of the Company existing at the time such Subsidiary of the Company is merged, consolidated or amalgamated with or into, or acquired by, any member of the Group or becomes a Subsidiary of the Company and, in each case, not in contemplation thereof;
- (ix) contained in any trading, netting, operating, construction, service, supply, purchase, credit card, credit card processing service, debit card, stored value card, purchase card (including a so-called "procurement card" or "P-card") or other agreement to which any member of the Group is a party and entered into in the ordinary course of business; provided that such agreement prohibits the encumbrance of solely the property or assets of any member of the Group that are the subject of such agreement, the payment rights arising thereunder, the accounts associated with such agreement, or the proceeds thereof and does not

extend to any other asset or property of any member of the Group or the assets or property of any other Subsidiary;

- (x) (A) existing by virtue of any transfer of, agreement to transfer, option or right with respect to, or Security in, any property or assets of the Company or any Material Subsidiary not otherwise prohibited by this Agreement (so long as such limitation or restriction applies only to the property or assets subject to such transfer, agreement to transfer, option, right or Security), (B) contained in mortgages, pledges or other security agreements securing Financial Indebtedness of a Subsidiary to the extent restricting the transfer of the property or assets subject thereto, (C) pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of any member of the Group, (D) pursuant to customary provisions in any swap or derivative transactions (including any Swap Agreement), (E) pursuant to customary provisions in leases or licenses of intellectual property (or in other contracts governing intellectual property rights) and other similar agreements entered into in the ordinary course of business, (F) pursuant to customary net worth provisions contained in real property leases entered into by Subsidiaries, so long as the Company has determined in good faith that such net worth provisions would not reasonably be expected to impair the ability of the Group to meet their ongoing obligations or (G) on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business;
- (xi) customary restrictions and conditions contained in the document relating to Security permitted under this Agreement, so long as (1) such restrictions or conditions relate only to the specific asset subject to such Security, and (2) such restrictions and conditions are not created for the purpose of avoiding the restrictions imposed by this Clause 21.16 (*Burdensome Agreements*); or
- (xii) customary restrictions required by, or arising by operation of law under, applicable law, rule or regulation to the extent contained in a document relating to the Equity Interests or governance of any Foreign Subsidiary that is not a Borrower.

#### 21.17 Use of Proceeds

- (a) No Obligor shall (and the Company shall ensure that no other member of the Group will) use the proceeds of any Utilisations, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the Board) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose, in each case, in violation of Regulation T, U and Regulation X of the Board. No Borrower will request any Letter of Credit, and no Borrower shall use, and the Company shall procure that its other Subsidiaries shall not use, a Letter of Credit (i) for the purpose of making 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 in any material respect of any Anti-Corruption 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, in each case, in violation of applicable Sanctions or (iii) in any manner that would result in the violation of any Sanctions applicable to a party to this Agreement.
- (b) Paragraph (a) above shall apply only to the extent that making of or compliance with such undertakings does not result in a violation of, or conflict with, Section 7 of the

German Foreign Trade Ordinance (*Außenwirtschaftsverordnung (AWV)*) Council Regulation (EC) No. 2271/96 of 22 November 1996 or any similar applicable antiboycott law or regulation provided that to the extent that a Group Company cannot comply with the undertakings contained in paragraphs (a) above due to any such anti-boycott laws or regulations, such Group Company shall comply with such provisions relating to any Sanctions that are applicable to or binding upon such Group Company in its original jurisdiction.

- (c) This Clause 21.17 shall not apply:
  - (i) to any Finance Party which qualifies as a resident party domiciled in the Federal Republic of Germany (*inländer*) within the meaning of section 2 paragraph 15 of the German Foreign Trade Act (*Außenwirtschaftsgesetz*) in so far as it would result in a violation of or conflict with section 7 of the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*); or
  - (ii) to any Finance Party to which the Council Regulation (EC) 2271/1996 applies in so far as it would result in a violation of or conflict with any provision of the Council Regulation (EC) 2271/1996; and
  - (iii) to any Group Company and any Finance Party, in each case, to which any other anti-boycott statute or regulation applies in so far as it would result in a violation of or conflict with any provision of such other anti-boycott statute or regulation.

#### 21.18 UK Pensions

The Company will ensure it is not knowingly (including where it ought reasonably to know it is) a party, and will use best endeavors to procure that no Subsidiary is a party, to any act or omission in relation to the Milacron Pension Scheme which has or is reasonably likely to have a Material Adverse Effect (including, without limitation, in relation to the issuance of a contribution notice or financial support direction by the Pensions Regulator for the purposes of the United Kingdom Pensions Act 2004 or the exercise of any Criminal Pension Power by the Pensions Regulator or CPS).

#### 21.19 Compliance with U.S. Regulations

No Obligor currently is required to be registered as an "investment company" (as such term is defined in the United States Investment Company Act of 1940) and the Company shall ensure that no Obligor is required to register as an investment company under such act if such registration would cause the making of any Utilisation, or the application of the proceeds or repayment of any Utilisation by any Obligor or the consummation of the other transactions contemplated by this Agreement, to violate any provision of such act or any rule, regulation or order of the SEC thereunder.

#### 21.20 Additional Guarantors

The Company shall procure that any other member of the Group which is a Material Domestic Subsidiary (except for any Excluded Subsidiary) shall, as soon as possible after becoming a Material Domestic Subsidiary but in any event within 45 days after delivery of the respective annual Compliance Certificate showing that such member of the Group qualifies as a Material Domestic Subsidiary becomes an Additional Guarantor under this Agreement in accordance with Clause 24.4.

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#### 21.21 Collateral; Further Assurances

- (a) Within sixty (60) days (or such later date as may be reasonably agreed upon by the Agent) after the date of a Collateral Springing Event, the Company will, and will cause each Guarantor to enter into the Security Agreement.
- (b) Within sixty (60) days (or such later date as may be reasonably agreed upon by the Agent) after the date of a Collateral Springing Event, and thereafter at all times during the Collateral Period, subject to the terms, limitations and exceptions set forth in this Agreement and the applicable Collateral Documents, the Company will cause, and will cause each other Domestic Obligor to cause, all of its owned property (whether personal, tangible, intangible, or mixed but excluding Excluded Assets) to be subject at all times to perfected Security in favor of the Security Agent for the benefit of the Secured Parties to secure the Secured Obligations in accordance with the terms and conditions of the Collateral Documents on a first priority basis, subject in any case to Security permitted pursuant to Clause 21.3 (*Negative Pledge*) (provided that such perfection shall be limited to the United States). Without limiting the generality of the foregoing, and subject to the terms, limitations and exceptions set forth in this Agreement and the applicable Collateral Documents, the Company will cause the Applicable Pledge Percentage of the issued and outstanding Equity Interests of each Pledge Subsidiary (other than Excluded Assets) directly owned by the Company or any other Domestic Obligor to be subject at all times to a first priority perfected (subject in any case to Security permitted pursuant to Clause 21.3 (*Negative Pledge*)) Security in favor of the Security Agent to secure the Secured Obligations in accordance with the terms and conditions of the Collateral Documents.
- (c) Without limiting the foregoing, during the Collateral Period, the Company will, and will cause each member of the Group to, execute and deliver, or cause to be executed and delivered, to the Agent such documents, agreements and instruments, and will take or cause to be taken such further actions, which may be required by law or which the Security Agent or the Agent may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Finance Documents and to ensure perfection and priority of the Security created or intended to be created by the Collateral Documents, subject to the terms, limitations and exceptions set forth herein or in any Collateral Document, all at the expense of the Company.
- (d) Notwithstanding the foregoing or anything contained in this Agreement or any other Finance Document to the contrary, in respect of the Company and its Subsidiaries, (i) no actions in any non-U.S. jurisdiction or required by the laws of any non-U.S. jurisdiction to create or perfect a security interest shall be required in order to create any security interests in assets or to perfect such security interests, including any intellectual property registered in any non-U.S. jurisdiction, (ii) no control agreements, landlord waivers, estoppels or collateral access letters shall be required and (iii) no actions shall be required to perfect a security interest in letter of credit rights or commercial tort claims, other than the filing of a UCC financing statement.

#### 21.22 Funds for Repayments of Obligations

The Company will not, and will not permit any member of the Group to, use any cash and cash equivalents derived from, or proceeds from, sales of technologies that could reasonably be used in the development, design, production or manufacturing of cannabis-infused edible products to make any payment, prepayment, repayment, discharge or satisfaction in respect of any of the L/Gs.

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### 22. EVENTS OF DEFAULT

Each of the events or circumstances set out in this Clause 22 is an Event of Default (save for Clause 22.16 (*Acceleration*) and Clause 22.17 (*Acceleration for Insolvency*)).

#### 22.1 Non-payment

An Obligor does not pay on the due date any amount payable by an Obligor pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable unless:

- (a) its failure to pay is caused by administrative or technical error; and
- (b) payment is made within five Business Days of its due date.

#### 22.2 Financial covenants

Any requirement of Clause 20 (*Financial Covenants*) is not satisfied.

#### 22.3 Other obligations

An Obligor does not comply with any provision of the Finance Documents relating to an Obligor (other than those referred to in Clause 22.1 (*Non-payment*) and Clause 20 (*Financial Covenants*) above), and such failure shall continue unremedied for a period of 15 Business Days after notice thereof from the Agent to the Company (which notice will be given at the request of any Lender).

#### 22.4 Misrepresentation

Any representation or warranty made or deemed to be made by or on behalf of an Obligor in the Finance Documents or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Finance Document or any amendment or modification thereof or waiver thereunder, proves to have been incorrect in any material respect when made or deemed to be made.

## 22.5 Cross default

- (a) Any Material Indebtedness of any member of the Group is not paid when due which failure to pay is not cured within any applicable grace period after delivery of any applicable required notice.
- (b) Any Material Indebtedness of any member of the Group becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (c) Any creditor of any member of the Group becomes entitled, after the expiration of any applicable grace period and delivery of any applicable required notice, to declare any Material Indebtedness of any member of the Group due and payable prior to its specified maturity as a result of an event of default (however described).
- (d) For the avoidance of doubt, paragraphs (b) and (c) shall not apply if any Material Indebtedness:
  - (i) becomes due as a result of the voluntary sale or transfer of the property or assets securing such Material Indebtedness;
  - (ii) becomes due as a result of a refinancing thereof permitted pursuant to this Agreement;

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- (iii) constitutes any reimbursement obligation in respect of a letter of credit as a result of a drawing thereunder by a beneficiary therein in accordance with its terms;
- (iv) is mandatorily prepayable prior to the scheduled maturity thereof with the proceeds of the issuance of capital stock, the incurrence of other Material Indebtedness or the sale or other disposal of any assets, that has become due so long as it is prepaid in full with such net proceeds required to be prepaid when due (or within any applicable grace period) and such event shall not have otherwise resulted in an event of default with respect thereto;
- (v) is repaid by way of any redemption, conversion or settlement that is convertible into Equity Interests (and cash in lieu of fractional shares) and/or cash (in lieu of such Equity Interests in an amount determined by reference to the price of the common stock of the Company at the time of such conversion or settlement) in the Company pursuant to its terms unless such redemption, conversion or settlement results from a default thereunder or an event of a type that constitutes an Event of Default;
- (vi) becomes due as a result of prepayments required by the terms of Indebtedness as a result of customary provisions in respect of illegality, replacement of lenders and gross-up provisions for Taxes, increased costs, capital adequacy and other similar customary requirements; and
- (vii) becomes due as a result of any voluntary prepayment, redemption or other satisfaction of Indebtedness becoming mandatory in accordance with the terms of such Indebtedness solely as the result of the Company or any Subsidiary delivering a prepayment, redemption or similar notice with respect to such prepayment, redemption or other satisfaction.

## 22.6 Insolvency

- (a) The Company, any Borrower or any Material Subsidiary is unable or admits in writing its inability or failure generally to pay its debts as they fall due and in particular any Borrower or Material Subsidiary incorporated in Germany is unable to pay its debts as they fall due (*zahlungsunfähig*) within the meaning of section 17 of the Insolvency Code (*Insolvenzordnung*).
- (b) Any Borrower or any Material Subsidiary (other than the Company, any other Borrower or any Material Subsidiary incorporated in a jurisdiction of the U.S.):
  - (i) by reasons of actual or anticipated financial difficulties commences negotiations with its creditors in general (or any class of them) with a view to rescheduling any of its indebtedness;
  - (ii) the value of the assets of which are less than its liabilities (taking into account contingent and prospective liabilities) and under the laws of the respective jurisdiction of incorporation or organisation of that entity, this constitutes a reason for the opening of insolvency proceedings;
  - (iii) which is a Borrower organized under the laws of England and Wales, or which is a Borrower capable of becoming subject of an order for winding-up or administration under the Insolvency Act 1986, is deemed to or declared to be unable to pay its debts when due.

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- (c) Any Material Subsidiary or any Borrower incorporated in Germany is deemed to or declared to be unable to pay its debts when due, suspends or announces its intention to suspend payments of any of its debts, is over-indebted (*überschuldet*) within the meaning of section 19 of the Insolvency Code (*Insolvenzordnung*) or, with respect to any other Material Subsidiary or any Borrower which is neither incorporated in Germany nor in a jurisdiction of the U.S. the value of its assets is less than its liabilities and under the laws of its respective jurisdiction of incorporation this constitutes a reason for the opening of insolvency proceedings.

## 22.7 Insolvency proceedings

- (a) An involuntary proceeding is commenced or an involuntary petition is filed against the Company, any Borrower or any Material Subsidiary seeking:
  - (i) liquidation, reorganisation or other relief in respect of the Company or any Material Subsidiary or its debts, or of a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect (including, without limitation, any applicable provisions or any corporations legislation); or



- (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company or any Material Subsidiary or for a substantial part of its assets,

and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered.

(b) The Company, any Borrower or any Material Subsidiary shall:

- (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect (including, without limitation, any applicable provisions or any corporations legislation);
- (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in paragraph 22.7(a)(i) of this Clause 22.7;
- (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company, any Borrower or any Material Subsidiary or for a substantial part of its assets;
- (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding;
- (v) make a general assignment for the benefit of creditors; or
- (vi) take any action for the purpose of effecting any of the foregoing.

(c) Any board or shareholder resolution is passed, legal proceedings or other constitutional procedure or step is taken by any Obligor or Material Subsidiary (other than any Obligor or Material Subsidiary incorporated in a jurisdiction of the U.S.) (such Obligor or Material Subsidiary, a "**Non-U.S. Entity**") whether voluntary or involuntary in relation to:

- (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Non-U.S. Entity other than a solvent liquidation or reorganisation of any Non-U.S. Entity which is not an Obligor;
- (ii) (by reason of financial difficulties) a composition, compromise, assignment or arrangement with any creditor of any Non-U.S. Entity (including but without limitation to a restructuring plan under Part 26A of the Companies Act 2006 in respect of an Obligor incorporated in the United Kingdom);
- (iii) the appointment of a liquidator (other than in respect of a solvent liquidation of any Non-U.S. Entity which is not an Obligor), receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Non-U.S. Entity or any of its assets;
- (iv) enforcement of any Security over any assets of any Borrower organized under the laws of England and Wales, or any other Borrower capable of becoming subject of an order for winding-up or administration under the Insolvency Act 1986, if in excess of GBP 25,000,000; or
- (v) any analogous procedure or step is taken in any jurisdiction.

This paragraph (c) shall not apply to any to any action, proceeding, procedure or formal step which is frivolous or vexatious and is discharged, stayed or dismissed within 21 days of commencement.

(d) Any corporate action legal proceeding or other formal step or procedure is taken by or in relation to a Borrower or Material Subsidiary incorporated in Germany in relation to:

- (i) the filing for the opening of insolvency proceedings (*Antrag auf Eröffnung eines Insolvenzverfahrens*) in relation to it or any of its assets; or
- (ii) the competent court takes any of the actions set out in section 21 German Insolvency Code (*Anordnung von Sicherungsmaßnahmen*) against it; or
- (iii) a competent court institutes or rejects (for reason of insufficiency of its funds to implement such proceedings (*Abweisung mangels Masse*)) insolvency proceedings against it (*Eröffnung des Insolvenzverfahrens*)

save that this paragraph (d) shall not apply to any action, proceeding, procedure or formal step which is frivolous or vexatious and is discharged, stayed or dismissed within 21 days of commencement.

## 22.8 Creditors' process

Any expropriation, attachment, sequestration, distress or execution affects a substantial part of the assets of the Company, any Borrower or the Material Subsidiaries and is not discharged within 15 Business Days.

## 22.9 Ownership of the Borrowers

The Company ceases to own, directly or indirectly and/or control 100 per cent. (other than (i) directors' qualifying shares and (ii) shares issued to foreign nationals to the extent required by applicable law) of the ordinary voting and economic power of any Borrower.

## 22.10 Unlawfulness

It is or becomes unlawful for an Obligor to perform any of its material obligations under the Finance Documents.

## 22.11 Repudiation or invalidity

- (a) An Obligor repudiates a Finance Document or evidences an intention to repudiate a Finance Document in any material respect.
- (b) Any material provision of any Finance Document that is binding on an Obligor ceases to be valid, binding or enforceable in accordance with its terms.
- (c) Any Collateral Document, for any reason, fails to create a valid and perfected first priority security interest in any material portion of the Collateral purported to be covered thereby (in each case unless any such loss of perfection or priority results solely from (i) the Agent no longer having possession of any certificates, promissory notes or other instruments actually received by it representing possessory collateral pledged under the Collateral Documents or (ii) the UCC continuation statements not being filed in a timely manner), except as permitted by the terms of any Finance Document.

## 22.12 Adverse Judgement

- (a) A judgement or order for the payment of an amount exceeding USD 75,000,000 (or its equivalent in any other currency or currencies) (net of any amounts that are covered by a valid and binding policy of insurance between the defendant and the insurer covering payment thereof and as to which such insurer, which shall be rated at least "A" by A.M. Best Company, has been notified of, and has not disputed the claim made for payment of, the amount of such judgment or order) is rendered against a member of the Group and remains undischarged or unpaid and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (ii) there shall be any period of 60 days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect.
- (b) No Event of Default will occur under this Clause 22.12 in respect of the litigation between Jürgen Horstmann and, *inter alios*, ThyssenKrupp Technologies Beteiligungen and Coperion GmbH.

## 22.13 ERISA Event

Any ERISA Event shall have occurred that, when aggregated with all other ERISA Events that have occurred, would reasonably be expected to result in a Material Adverse Effect.

## 22.14 UK Pensions

The Company or any of its Subsidiaries is notified that any of them has, in relation to the Milacron Pension Scheme, incurred a debt or other liability under section 75 or 75A of the United Kingdom Pensions Act 1995, or has been issued with a contribution notice or financial support direction (as those terms are defined in the United Kingdom Pensions Act 2004) or has been subject to the exercise of any Criminal Pension Power, or otherwise is determined by a Governmental Authority to be liable to pay any other amount in respect of the Milacron Pension Scheme, in each case that would reasonably be expected to result in a Material Adverse Effect.

## 22.15 Cessation of Business

Other than pursuant to a transaction expressly permitted pursuant to this Agreement, any Obligor ceases to carry on all or a material part of its business it carried on at the date of signing of the Agreement to the extent that such cessation would reasonably be expected to result in a Material Adverse Effect.

## 22.16 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders, by notice to the Company:

- (a) cancel the Total Commitments whereupon they shall immediately be cancelled; and/or
- (b) declare that all or part of the Utilisations, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable.

## 22.17 Acceleration for Insolvency

If an Event of Default under paragraphs (a) or (b) of Clause 22.7 (*Insolvency Proceedings*) shall occur in respect of any Obligor in any U.S. jurisdiction or is being commenced in any U.S. court, then without notice to such Obligor or any other act by the Agent or any other person, the Utilisations made available to or for the benefit of such Obligor, interest thereon or other fees and all other amounts owed by such Obligor under the Finance Documents shall become immediately due and payable without presentment, demand, protest or notice of any kind, all of which are expressly waived.

## 23. CHANGES TO THE LENDERS

### 23.1 Assignments and transfers by the Lenders

No Lender may transfer or assign any of its rights or obligations under any Finance Document, except that, subject to this Clause 23, a Lender (the **Existing Lender**) may:

- (a) assign any of its rights; or
- (b) assign and transfer by assumption of contract (*Vertragsübernahme*) any of its rights and obligations,

to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of investing into L/G facilities and issuing of L/Gs (other than an Ineligible Institution) (the "**New Lender**").

### 23.2 Conditions of assignment or assignment and transfer by assumption of contract (*Vertragsübernahme*)

- (a) The consent of the Company is required for an assignment or an assignment and transfer by assumption of contract (*Vertragsübernahme*) by an Existing Lender, unless the assignment or assignment and transfer by assumption of contract (*Vertragsübernahme*) is:
  - (i) to another Lender or an Affiliate of a Lender; and such Affiliate of a Lender is a Swiss Qualifying Bank;
  - (ii) an Approved Fund, provided such transfer does not lead to a violation of the Swiss Ten Non-Qualifying Bank Creditor Rule; or

- (iii) made at a time when an Event of Default under Clause 22.1 (Non payment), Clause 22.6 (Insolvency) and/or Clause 22.7 (Insolvency proceedings) is continuing.
- (b) The consent of the Company to an assignment or assignment and transfer by assumption of contract (*Vertragsübernahme*) must not be unreasonably withheld or delayed. The consent of the Company is not deemed to be unreasonably withheld if the proposed assignment or assignment and transfer by assumption of contract (*Vertragsübernahme*) would lead to a breach of the Swiss Ten Non-Qualifying Bank Creditor Rule. The Finance Parties shall have the right to make assignment or assignment and transfer by assumption of contract (*Vertragsübernahme*) in relation to this Agreement to up to 10 (ten) New Lenders that are not a Swiss Qualifying Bank and the Company and each Swiss Borrower shall ensure that the acceptance of up to 10 (ten) New Lenders that are not a Swiss Qualifying Bank under this Agreement would not cause a breach of the Swiss Twenty Non-Qualifying Bank Creditor Rule at any time. The Company will be deemed to have given its consent (10) ten Business Days after the Existing Lender has requested it in writing unless consent is expressly refused by the Company within that time.
- (c) An assignment will only be effective on:
  - (i) receipt by the Agent of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the other Finance Parties as it would have been under if it was an Original Lender and, with respect to a Swiss Borrower, if the New Lender represents in the Transfer Certificate to the Agent and each Obligor whether or not it is a Swiss Qualifying Bank; and
  - (ii) performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender.
- (d) An assignment and transfer by assumption of contract (*Vertragsübernahme*) will only be effective if the procedure set out in Clause 23.5 *Procedure for assignment and transfer by assumption of contract (Vertragsübernahme)* is complied with.
- (e) If:
  - (i) a Lender assigns or assigns and transfers by assumption of contract (*Vertragsübernahme*) any of its rights or obligations under the Finance Documents or changes its Facility Office; and
  - (ii) as a result of circumstances existing at the date the assignment, assignment and transfer by assumption of contract (*Vertragsübernahme*) or change occurs, an Obligor would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 12 (*Tax gross-up and Indemnities*) or Clause 13 (*Increased Costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, assignment and transfer by assumption of contract (*Vertragsübernahme*) or change had not occurred. This paragraph (e) shall not apply in relation to Clause 12 (*Tax gross-up and Indemnities*), to a Treaty Lender that has included a confirmation of its scheme reference number and its jurisdiction of tax residence in accordance with paragraph

- (j)(ii)(B) of Clause 12.2 (*Tax gross-up*) if the Borrower making the payment has not made a Borrower DTTP Filing in respect of that Treaty Lender.
- (f) Each New Lender, by executing the relevant Transfer Certificate confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the assignment or assignment and transfer by assumption of contract (*Vertragsübernahme*) becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.
- (g) The New Lender agrees, by executing the relevant Transfer Certificate, that its identity and other information regarding its status as to whether or not it is a Swiss Qualifying Bank may be disclosed to the Swiss Federal Tax Administration (if the latter so requests).

### 23.3 Assignment or assignment and transfer by assumption of contract (*Vertragsübernahme*) fee

The New Lender shall, on the date upon which an assignment or assignment and transfer by assumption of contract (*Vertragsübernahme*) takes effect, pay to the Agent (for its own account) a fee of EUR 4,000.

### 23.4 Limitation of responsibility of Existing Lender

- (a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:
  - (i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;
  - (ii) the financial condition of any Obligor;
  - (iii) the performance and observance by any Obligor of its obligations under the Finance Documents or any other documents; or
  - (iv) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,
 and any representations or warranties implied by law are excluded.
- (b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:
  - (i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Obligor and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender in connection with any Finance Document; and

- (ii) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.
- (c) Nothing in any Finance Document obliges an Existing Lender to:
  - (i) accept a re-assignment or a re-assignment and re-transfer by assumption of contract (*Vertragsübernahme*) from a New Lender of any of the rights

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and obligations assigned or assigned and transferred by assumption of contract (*Vertragsübernahme*) under this Clause 23; or

- (ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under the Finance Documents or otherwise.

#### 23.5 Procedure for assignment and transfer by assumption of contract (*Vertragsübernahme*)

- (a) Subject to the conditions set out in Clause 23.2 (*Conditions of assignment or assignment and transfer by assumption of contract (Vertragsübernahme)*) an assignment and transfer by assumption of contract (*Vertragsübernahme*) is effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.
- (b) The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the transfer to such New Lender.
- (c) On the Transfer Date:
  - (i) to the extent that in the Transfer Certificate the Existing Lender seeks to assign and transfer by assumption of contract (*Vertragsübernahme*) its rights and obligations under the Finance Documents each of the Obligors and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and their respective rights against one another under the Finance Documents shall be cancelled (being the "Discharged Rights and Obligations");
  - (ii) each of the Obligors and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor and the New Lender have assumed and/or acquired the same in place of that Obligor and the Existing Lender;
  - (iii) the Agent, the Arranger, the New Lender and other Lenders shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the assignment and transfer by assumption of contract (*Vertragsübernahme*) and to that extent the Agent, the Arranger and the Existing Lender shall each be released from further obligations to each other under the Finance Documents; and
  - (iv) the New Lender shall become a Party as a "Lender".

#### 23.6 Copy of Transfer Certificate or Increase Confirmation to Company

The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate or an Increase Confirmation, send to the Company a copy of that Transfer Certificate or Increase Confirmation.

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#### 23.7 Security over Lenders' rights

In addition to the other rights provided to Lenders under this Clause 23, each Lender may without consulting with or obtaining consent from any Obligor, at any time assign, charge, pledge or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation any assignment, charge, pledge or other Security to secure obligations to a federal reserve or central bank except that no such assignment, charge, pledge or Security shall:

- (a) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant assignment, charge, pledge or Security for the Lender as a party to any of the Finance Documents; or
- (b) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

#### 23.8 Register

The Agent, acting solely for this purpose as a non-fiduciary agent of any Borrower, shall maintain a copy of each Transfer Certificate, Increase Confirmation, or an assignment or assignment and transfer by assumption of contract (*Vertragsübernahme*) delivered to it and a register for the recording of the names and addresses of the Lenders, and the Commitments of, and the Utilisations owing to, each Lender pursuant to the terms hereof from time to time (for the purposes of this provision, the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Obligors, the Agent and the Lenders shall treat each person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Obligors and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

### 24. CHANGES TO THE OBLIGORS

#### 24.1 Assignments and transfers by Obligors

No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

#### 24.2 Additional Borrowers

- (a) Subject to compliance with the provisions of paragraph (d) of Clause 19.8 (*"Know your customer" checks*), the Company may, by not less than 10 Business Days' prior written notice to the Agent, request that any of its wholly owned Subsidiaries becomes an Additional Borrower (*Vertragsbeitritt*). That Subsidiary shall become an Additional Borrower if:
- (i) it is a Subsidiary incorporated in a jurisdiction of a Borrower;
  - (ii) it is a Subsidiary incorporated in an Approved Jurisdiction and the Majority Lenders approve the addition of that Subsidiary (such approval not to be unreasonably withheld or delayed); or
  - (iii) it is a Subsidiary incorporated in any other jurisdiction and all the Lenders approve the addition of that Subsidiary (such approval not to be unreasonably withheld or delayed); and in each case

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- (A) the Company delivers to the Agent a duly completed and executed Accession Letter;
- (B) the Company confirms that no Default is continuing or would occur as a result of that Subsidiary becoming an Additional Borrower; and
- (C) the Agent has received all of the documents and other evidence listed in Part 2 (*Conditions Precedent required to be Delivered by an Additional Obligor*) of Schedule 2 (*Conditions Precedent*) in relation to that Additional Borrower, each in form and substance satisfactory to the Agent.

- (b) The Agent shall notify the Company and the Lenders promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in Part 2 (*Conditions Precedent required to be Delivered by an Additional Obligor*) of Schedule 2 (*Conditions Precedent*).

#### 24.3 Resignation of a Borrower

- (a) The Company may request that a Borrower (other than Coperion GmbH) ceases to be a Borrower by delivering to the Agent a Resignation Letter.
- (b) The Agent shall accept a Resignation Letter and notify the Company and the Lenders of its acceptance if:
- (i) no Default is continuing or would result from the acceptance of the Resignation Letter (and the Company has confirmed this is the case); and
  - (ii) the Borrower has repaid its L/G (and any L/G of its Affiliates, if any), any fees, interests or costs relating thereto and any other amount payable by such Borrower (or any Affiliate of it) under the Finance Documents (other than indemnities and other contingent obligations not then due and payable and as to which no claim has been made),

whereupon that company shall cease to be a Borrower and shall have no further rights or further obligations under the Finance Documents from the date of effectiveness of that resignation.

#### 24.4 Additional Guarantors

- (a) Subject to compliance with the provisions of paragraph (d) of Clause 19.8 (*"Know your customer" checks*), the Company may, by not less than 10 Business Days' prior written notice to the Agent, request that any of its wholly owned Subsidiaries or any Domestic Subsidiary become an Additional Guarantor. That Subsidiary or Domestic Subsidiary shall become an Additional Guarantor if:
- (i) it is a Subsidiary incorporated in an Approved Jurisdiction and it is either a Domestic Subsidiary or the Majority Lenders approve the addition of that Subsidiary (such approval not to be unreasonably withheld or delayed); or
  - (ii) it is a Subsidiary incorporated in any other jurisdiction and all the Lenders approve the addition of that Subsidiary (such approval not to be unreasonably withheld or delayed); and in each case
- (A) the Company delivers to the Agent a duly completed and executed Accession Letter; and

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- (B) the Agent has received all of the documents and other evidence listed in Part 2 (*Conditions Precedent required to be Delivered by an Additional Obligor*) of Schedule 2 (*Conditions Precedent*) in relation to that Additional Guarantor, each in form and substance satisfactory to the Agent.

- (b) The Agent shall notify the Company and the Lenders promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in Part 2 (*Conditions Precedent required to be Delivered by an Additional Obligor*) of Schedule 2 (*Conditions Precedent*).

#### 24.5 Resignation of a Guarantor

- (a) The Company may request that a Guarantor (other than the Company) ceases to be a Guarantor by delivering to the Agent a Resignation Letter.
- (b) The Agent shall accept a Resignation Letter and notify the Company and the Lenders of its acceptance, **provided that**:
- (i) no Default is continuing or would result from the acceptance of the Resignation Letter;
  - (ii) at the time of acceptance of the respective Resignation Letter, the Guarantor is not a Material Domestic Subsidiary;

- (iii) no payment is due from the Guarantor under Clause 17 (*Guarantee and Indemnity*); and
  - (iv) where the Guarantor is also a Borrower, it has repaid its L/G (and any L/G of its Affiliates, if any), any fees, interests or costs relating thereto and any other amount payable by such Borrower (or any Affiliate of it) under the Finance Documents (other than indemnities and other contingent obligations not then due and payable and as to which no claim has been made) and has resigned and ceased to be a Borrower under Clause 24.3 (*Resignation of a Borrower*),
- whereupon that company shall cease to be a Guarantor and shall have no further obligations under the Finance Documents from the date of effectiveness of that resignation.

#### 24.6 Release of a Guarantor

Notwithstanding anything contained in this Clause 24 to the contrary a Guarantor (other than the Company) shall automatically be released from its obligations as a Guarantor under this Agreement upon the consummation of any transaction permitted by this Agreement as a result of which such Guarantor ceases to be a Subsidiary of the Company **provided that**, if so required by this Agreement, the Majority Lenders shall have consented to such transaction and the terms of such consent shall not have provided otherwise. In connection with any termination or release pursuant to this Clause 24.6 the Agent shall (and is hereby irrevocably authorized by each Lender to) execute and deliver to any Obligor, at such Obligor's expense, all documents that such Obligor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Clause shall be without recourse to or warranty by the Agent.

#### 24.7 Repetition of Representations

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Delivery of an Accession Letter constitutes confirmation by the relevant Subsidiary that the Repeated Representations are true and correct in all material respects in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing, except that to the extent that such representation or warranty expressly relates to an earlier date, such representation or warranty is true and correct as of such earlier date.

### 25. ROLE OF THE AGENT AND THE ARRANGER

#### 25.1 Appointment of the Agent

- (a) Each of the Arranger and the Lenders appoints the Agent to act as its agent and attorney (*Stellvertreter*) under and in connection with the Finance Documents.
- (b) Each of the Arranger and the Lenders authorises the Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions.
- (c) Each of the Arranger and the Lenders hereby exempts the Agent from the restrictions pursuant to section 181 German Civil Code (*Bürgerliches Gesetzbuch*) and similar restrictions applicable to it pursuant to any other applicable law, in each case to the extent legally possible to such Finance Party. A Finance Party which cannot grant such exemption shall notify the Agent accordingly.

#### 25.2 Instructions

- (a) The Agent shall:
  - (i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by:
    - (A) all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision; and
    - (B) in all other cases, the Majority Lenders; and
  - (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above.
- (b) The Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion. The Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.
- (c) Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.
- (d) The Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders until it has received any indemnification and/or security that it may

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in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.

- (e) In the absence of instructions, the Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.
- (f) The Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document.

#### 25.3 Duties of the Agent

- (a) The Agent's duties under the Finance Documents are solely mechanical and administrative in nature.
- (b) Subject to paragraph (c) below, the Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.
- (c) Without prejudice to Clause 23.6 (*Copy of Transfer Certificate or Increase Confirmation to Company*), paragraph (b) above shall not apply to any Transfer Certificate or any Increase Confirmation.
- (d) Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (e) If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.
- (f) If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent or the Arranger) under this Agreement it shall promptly notify the other Finance Parties.
- (g) The Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

#### 25.4 **Role of the Arranger**

Except as specifically provided in the Finance Documents, the Arranger has no obligations of any kind to any other Party under or in connection with any Finance Document.

#### 25.5 **No fiduciary duties**

- (a) Nothing in any Finance Document constitutes the Agent or the Arranger as a trustee (*Treuhänder*) of any other person. Neither the Agent nor the Arranger has any financial or commercial duty of care (*Vermögensfürsorgepflicht*) for any person.
- (b) Neither the Agent nor the Arranger shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

#### 25.6 **Business with the Group**

The Agent and the Arranger may accept deposits from, lend money to and generally engage in any kind of banking or other business with any member of the Group.

#### 25.7 **Rights and discretions**

- (a) The Agent may:
  - (i) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;
  - (ii) assume that:
    - (A) any instructions received by it from the Majority Lenders, any Lenders or any group of Lenders are duly given in accordance with the terms of the Finance Documents; and
    - (B) unless it has received notice of revocation, that those instructions have not been revoked; and
  - (iii) rely on a certificate from any person:
    - (A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or
    - (B) to the effect that such person approves of any particular dealing, transaction, step, action or thing,
 as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate.
- (b) The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Lenders) that:
  - (i) no Default has occurred (unless it has actual knowledge of a Default arising under Clause 22.1 *Non-payment*);
  - (ii) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised; and
  - (iii) any notice or request made by the Company (other than a Utilisation Request or Selection Notice) is made on behalf of and with the consent and knowledge of all the Obligors.
- (c) The Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.
- (d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below, the Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Agent (and so separate from any lawyers instructed by the Lenders) if the Agent in its reasonable opinion deems this to be necessary.
- (e) The Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.



- (f) The Agent may act in relation to the Finance Documents through its officers, employees and agents.
- (g) Unless a Finance Document expressly provides otherwise the Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.
- (h) Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor the Arranger is obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.
- (i) Notwithstanding any provision of any Finance Document to the contrary, the Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

#### 25.8 Responsibility for documentation

Neither the Agent nor the Arranger is responsible or liable for:

- (a) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Agent, the Arranger, an Obligor or any other person in or in connection with any Finance Document or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; or
- (c) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

#### 25.9 No duty to monitor

The Agent shall not be bound to enquire:

- (a) whether or not any Default has occurred;
- (b) as to the performance, default or any breach by any Party of its obligations under any Finance Document; or
- (c) whether any other event specified in any Finance Document has occurred.

#### 25.10 Exclusion of liability

- (a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Agent), the Agent will not be liable for:
  - (i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under

or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct;

- (ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document, other than by reason of its gross negligence or wilful misconduct; or
- (iii) without prejudice to the generality of paragraphs (i) and (ii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever (but not including any claim based on the fraud of the Agent) arising as a result of:
  - (A) any act, event or circumstance not reasonably within its control; or
  - (B) the general risks of investment in, or the holding of assets in, any jurisdiction,

including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets; breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.
- (b) No Party (other than the Agent) may take any proceedings against any officer, employee or agent of the Agent in respect of any claim it might have against the Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Agent may rely on this paragraph (b) pursuant to section 328 para 1 German Civil Code (*Bürgerliches Gesetzbuch*) (*echter berechtigender Vertrag zugunsten Dritter*).
- (c) The Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent if the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- (d) Nothing in this Agreement shall oblige the Agent or the Arranger to carry out:
  - (i) any "know your customer" or other checks in relation to any person; or

(ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Lender or for any Affiliate of any Lender, on behalf of any Lender and each Lender confirms to the Agent and the Arranger that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent or the Arranger.

- (e) Without prejudice to any provision of any Finance Document excluding or limiting the Agent's liability, any liability of the Agent arising under or in connection with any Finance Document shall be limited to the amount of actual loss which has been suffered (as determined by reference to the date of default of the Agent or, if later, the date on

which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent at any time which increase the amount of that loss. In no event shall the Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent has been advised of the possibility of such loss or damages.

#### 25.11 Lenders' indemnity to the Agent

Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent, within three Business Days of demand, against any cost, loss or liability incurred by the Agent (otherwise than by reason of the Agent's gross negligence or wilful misconduct) in acting as Agent under the Finance Documents (unless the Agent has been reimbursed by an Obligor pursuant to a Finance Document).

#### 25.12 Resignation of the Agent

- (a) The Agent may resign and appoint one of its Affiliates acting through an office in Germany, Luxembourg, Switzerland, the United Kingdom or the U.S as successor by giving notice to the Lenders and the Company.
- (b) Alternatively the Agent may resign by giving 30 days' notice to the Lenders and the Company, in which case the Majority Lenders (after consultation with the Company) may appoint a successor Agent.
- (c) If the Majority Lenders have not appointed a successor Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring Agent (after consultation with the Company) may appoint a successor Agent (acting through an office in Germany, Luxembourg, Switzerland, the United Kingdom or the U.S).
- (d) If the Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Agent is entitled to appoint a successor Agent under paragraph (c) above, the Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent to become a party to this Agreement as Agent) agree with the proposed successor Agent amendments to this Clause 25 and any other term of this Agreement dealing with the rights or obligations of the Agent consistent with then current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the agency fee payable under this Agreement which are consistent with the successor Agent's normal fee rates and those amendments will bind the Parties.
- (e) The retiring Agent shall make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents. The Company shall, within three Business Days of demand, reimburse the retiring Agent for the amount of all costs and expenses (including legal fees) properly incurred by it in making available such documents and records and providing such assistance.
- (f) The Agent's resignation notice shall only take effect upon the appointment of a successor.
- (g) Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (e) above) but shall remain entitled to the benefit of Clause 14.3 (*Indemnity*)

to the Agent) and this Clause 25 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

- (h) After consultation with the Company, the Majority Lenders may, by notice to the Agent, require it to resign in accordance with paragraph (b) above. In this event, the Agent shall resign in accordance with paragraph (b) above.
- (i) The Agent shall resign in accordance with paragraph (b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph (c) above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:
- (i) the Agent fails to respond to a request under Clause 12.8 (*FATCA Information*) and a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;
- (ii) the information supplied by the Agent pursuant to Clause 12.8 (*FATCA Information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
- (iii) the Agent notifies the Company and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;
- (j) and (in each case) a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and that Lender, by notice to the Agent, requires it to resign.

#### 25.13 Confidentiality

- (a) In acting as agent for the Finance Parties, the Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.
- (b) If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.

#### 25.14 Relationship with the Lenders

- (a) The Agent may treat the person shown in its records as Lender at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender acting through its Facility Office:
  - (i) entitled to or liable for any payment due under any Finance Document on that day; and
  - (ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five Business Days' prior notice from that Lender to the contrary in accordance with the terms of this Agreement.

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- (b) Any Lender may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Finance Documents. Such notice shall contain the address, fax number and (where communication by electronic mail or other electronic means is permitted under Clause 30.6 (*Electronic communication*)) electronic mail address and/or any other information required to enable the transmission of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, fax number, electronic mail address (or such other information), department and officer by that Lender for the purposes of Clause 30.2 (*Addresses*) and paragraph (a)(ii) of Clause 30.6 (*Electronic communication*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.

#### 25.15 Credit appraisal by the Lenders

- (c) Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each Lender confirms to the Agent and the Arranger that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:
- (d) the financial condition, status and nature of each member of the Group;
- (e) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;
- (f) whether that Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and
- (g) the adequacy, accuracy or completeness of any information provided by the Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document.

#### 25.16 Deduction from amounts payable by the Agent

If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

#### 25.17 Agent's Management Time

Any amount payable to the Agent under Clause 14.3 (*Indemnity to the Agent*), Clause 16 (*Costs and Expenses*) and Clause 25.11 (*Lenders' indemnity to the Agent*) shall include the cost of utilising the Agent's management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as the Agent may notify to the Company and the Lenders, and is in addition to any fee paid or payable to the Agent under Clause 11 (*Fees*).

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#### 25.18 US Withholding

To the extent required by any applicable U. S. laws, the Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. Each Lender shall indemnify and hold harmless the Agent against, and shall make payable in respect thereof within 10 days after demand therefor, any and all Taxes (unless caused by gross negligence or wilful misconduct on the part of the Agent) and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Agent) incurred by or asserted against the Agent by the U.S. Internal Revenue Service or any other U. S. Governmental Authority as a result of the failure of the Agent to properly withhold Tax from amounts paid to or for the account of such Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective). A certificate as to the amount of such payment or liability delivered to any Lender by the Agent shall present *prima facie* evidence. Each Lender hereby authorizes the Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Finance Document against any amount due the Agent under this Section 25.18 (*Withholding*). The agreements in this Section 25.18 (*Withholding*) shall survive the resignation and/or replacement of the Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other obligations.

## 26. CONDUCT OF BUSINESS BY THE FINANCE PARTIES

No provision of this Agreement will:

- (a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

## 27. SHARING AMONG THE FINANCE PARTIES

### 27.1 Payments to Finance Parties

Unless otherwise provided for in Clause 27.6 (*Loss Sharing in respect of L/Gs*) or Clause 27.7 (*Sharing of Recoveries / Adjustment of Loss Sharing*), if a Finance Party (a "**Recovering Finance Party**") receives or recovers any amount from an Obligor other than in accordance with Clause 28 (*Payment mechanics*) and applies that amount to a payment due under the Finance Documents then:

- (a) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery to the Agent;
- (b) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with Clause 28 (*Payment mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and
- (c) the Recovering Finance Party shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the "**Sharing Payment**") equal to such receipt or

recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with Clause 28.6 (*Partial payments*).

### 27.2 Redistribution of payments

The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) in accordance with Clause 28.6 (*Partial payments*).

### 27.3 Recovering Finance Party's rights

- (a) On a distribution by the Agent under Clause 27.2 (*Redistribution of payments*), the Recovering Finance Party shall be entitled to receive by way of assignment the rights of the Finance Parties to the extent they have shared in the redistribution.
- (b) If and to the extent that the Recovering Finance Party is not able to rely on its rights under paragraph (a) above, the relevant Obligor shall be liable to the Recovering Finance Party for a debt equal to the Sharing Payment which is immediately due and payable.

### 27.4 Reversal of redistribution

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

- (a) each Finance Party which has received a share of the relevant Sharing Payment pursuant to Clause 27.2 (*Redistribution of payments*) shall, upon request of the Agent, pay to the Agent for account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay); and
- (b) that Recovering Finance Party's rights of assignment in respect of any reimbursement shall be cancelled and the relevant Obligor will be liable to the reimbursing Finance Party for the amount so reimbursed and the Recovering Finance Party shall re-assign any claims assigned to it pursuant to paragraph (a) of Clause 27.3 (*Recovering Finance Party's rights*).

### 27.5 Exceptions

- (a) This Clause 27 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this Clause, have a valid and enforceable claim against the relevant Obligor.
- (b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:
  - (i) it notified that other Finance Party of the legal or arbitration proceedings; and
  - (ii) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

### 27.6 Loss Sharing in respect of L/Gs

- (a) In the event a Borrower or, as the case may be, the Obligors do not reimburse and indemnify a Lender (an "**Entitled Lender**") with respect to any amount claimed in respect of an L/G in accordance with paragraph (a) of Clause 7.2 (*Indemnities*) and Clause 17 (*Guarantee and Indemnity*) and

- (i) it cannot obtain satisfaction with respect to such amount from any Cash Cover obtained by it; and
  - (ii) no Counter Guarantee or any other form of Security had, in each case, been provided by or on behalf of the Company or the respective Borrower in respect of that amount (in whole or in part) which had been accepted by the relevant Entitled Lender in its sole discretion (such remaining amount the "Loss") such Entitled Lender shall receive from the Lenders compensation for its Loss in accordance with this Clause 27.6.
- (b) An Entitled Lender shall have the right to demand payment from each Lender of the Indemnified Loss Amount (as defined below) determined by the Agent in accordance with paragraph (c) below only
- (i) if the Facility has been cancelled by notice of the Agent pursuant to Clause 22.16 (*Acceleration*) or the Facility has been automatically accelerated pursuant to Clause 22.17 (*Acceleration for Insolvency*) and since such notice of the Agent or automatic acceleration a period of six (6) months has lapsed; or
  - (ii) if in the event that following the occurrence of an Event of Default due to the default of a Borrower vis-à-vis the Entitled Lender to fulfil its obligations pursuant to paragraph 7.2(a) of Clause 7.2 (*Indemnities*) in respect of an L/G no notice pursuant to Clause 22.16 (*Acceleration*) has been submitted by the Agent and no automatic acceleration has occurred pursuant to Clause 22.17 (*Acceleration for Insolvency*) and following such Event of Default a period of three (3) months has lapsed,
- (the time period referred to in sub-paragraph (i) and (ii) each the **First Loss Determination Period**).
- (c) Each Entitled Lender shall notify the Agent not later than on the fifteenth Business Day preceding the end of the relevant First Loss Determination Period about the amount of any Loss suffered by it until such date (taking into account any recoveries received by then from a Borrower or the Guarantors or any third party by way of payment, set-off, enforcement of any collateral or otherwise) (the "**First Loss Determination Date**").
  - (d) The Agent shall not later than on the tenth Business Day preceding the end of the relevant First Loss Determination Period determine the aggregate amount of all Losses suffered by all Entitled Lenders as notified to it (the "**Total Loss Amount**").
  - (e) The Agent shall then, based on the Total Loss Amount, determine the amount which each Entitled Lender may claim from or pay to each other Lender (including, as the case may be, other Entitled Lenders) (the "**Indemnified Loss Amount**") and notify all Lenders accordingly not later than on the third Business Day preceding the end of the relevant First Loss Determination Period (the "**First Sharing Date**") and the Lenders shall then make payments of the Indemnified Loss Amounts as instructed by the Agent. The Indemnified Loss Amount shall be the amount which has to be received, or, as the case may be, paid by each Lender (including Entitled Lenders) to each Entitled Lender so that following the payment of all Indemnified Loss Amounts between the Lenders the proportion of the sum of the amounts paid by each individual Lender hereunder and the Loss of such Lender (after deducting the aggregate Indemnified Loss Amounts to

be paid to the relevant Lender) to its respective Commitments is equal to the proportion of the Total Loss Amount to the Total Commitments (the "**Loss Quota**") (or, if the Commitments are then zero, such Commitments prior to their reduction / cancellation to zero).

- (f) Each Lender shall on the First Sharing Date pay the Indemnified Loss Amounts to be paid by it to any Entitled Lender only against assignment by the relevant Entitled Lender of a corresponding portion of its claim against the relevant Borrower pursuant to paragraph (a) of Clause 7.2 (*Indemnities*) and the Guarantors pursuant to Clause 17 (*Guarantee and Indemnity*).
- (g) Save for manifest error the determination of the Total Loss Amount and the Indemnified Loss Amounts by the Agent shall be binding for all Lenders.

#### 27.7 Sharing of Recoveries / Adjustment of Loss Sharing

- (a) If at any time following the First Loss Determination Date a Lender (i) receives payment from any Obligor or any receiver over the assets of such Obligor (a "**Recovering Lender**") by way of set-off or otherwise in respect of any amounts due from a Borrower under paragraph (a) of Clause 7.2 (*Indemnities*) in respect of an L/G (the "**Recovered Amount**") or (ii) incurs any (further) Loss (a "**Loss Lender**"), then such Lender shall promptly notify the Agent. The Agent shall semi-annually following the First Sharing Date and as long as any Lender continues to receive Recovered Amounts or incur Losses (each such date a "**Subsequent Loss Determination Date**") determine the amounts to be paid by each of the Recovering Lenders to the other Lenders as a proportion of the Recovered Amounts realised until the relevant Subsequent Loss Determination Date or the amounts to be paid by each of the Lender to the Loss Lender as a proportion of the Loss incurred until the relevant Subsequent Loss Determination Date, in each case to equalize the Loss Quota of all Lenders as of the relevant Subsequent Loss Determination Date (the "**Loss Sharing Payment**").
- (b) The Agent shall inform the Lenders in due course following each Subsequent Loss Determination Date about any Loss Sharing Payment which shall then be made available by the Recovering Lenders or the Lenders to the Agent for distribution to the Lenders or the Loss Lender, respectively, within three (3) Business Days of such notification.
- (c) To the extent that amounts received or recovered by a Recovering Lender resulted in the satisfaction of a Recovering Lender's claim under paragraph (a) of Clause 7.2 (*Indemnities*) in respect of an L/G, but are allocated in accordance with paragraph (a) to another Lender, the latter shall assign to the Recovering Lender the claims (or the part thereof) to which the amount is allocated. Each Lender shall on the Subsequent Loss Determination Date pay its portion of the incurred Loss to any Loss Lender only against assignment by the relevant Loss Lender of a corresponding portion of its claim against the Borrower pursuant to paragraph (a) of Clause 7.2 (*Indemnities*) in respect of an L/G.
- (d) If any part of the Loss Sharing Payment received or recovered by a Recovering Lender becomes repayable and is repaid by such Recovering Lender, then each Party which has received a share of such Loss Sharing Payment pursuant to paragraph (a) shall, upon request of the Agent, pay to the Agent for account of such Recovering Lender an amount equal to its share of such Loss Sharing Payment together with its proportionate share of any interest or other sum paid to a Borrower or any other Obligor by the Recovering Lender in respect of the Loss Sharing Payment and such Recovering Lender shall re-assign to the relevant Lender any amount assigned to it by such Lender pursuant to paragraph (b) above.

- (e) This Clause 27.7 shall not apply if the Recovering Lender would not, after having made such payment, have a valid and enforceable claim against the relevant Obligor and sums recovered as a result of litigation started by a Lender to enforce its rights under paragraph (a) of Clause 7.2 (*Indemnities*) in respect of an L/G and resulting in a Loss Sharing Payment shall only be shared with such Lenders that have joined in such litigation or commenced and diligently pursued separate litigation to enforce their rights under the Finance Documents.

- (f) Save for manifest error the determination of the Loss Sharing Payment by the Agent shall be binding for all Lenders.

## **28. PAYMENT MECHANICS**

### **28.1 Payments to the Agent**

- (a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document, that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
- (b) Payment shall be made to such account in Luxembourg, the U.S. or Germany with such bank as the Agent specifies in writing.

### **28.2 Distributions by the Agent**

Each payment received by the Agent under the Finance Documents for another Party shall, subject to Clause 28.3 (*Distributions to an Obligor*), Clause 28.4 (*Clawback*) and Clause 25.16 (*Deduction from amounts payable by the Agent*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State or London).

### **28.3 Distributions to an Obligor**

The Agent may (with the consent of the Obligor or in accordance with Clause 29 (*Set-off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

### **28.4 Clawback**

- (a) Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.
- (b) If the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.

### **28.5 Impaired Agent**

- (a) If, at any time, the Agent becomes an Impaired Agent, an Obligor or a Lender which is required to make a payment under the Finance Documents to the Agent in accordance with Clause 28.1 (*Payments to the Agent*) may instead pay that amount direct to the required recipient(s). Such payments must be made on the due date for payment under the Finance Documents.
- (b) A Party which has made a payment in accordance with this Clause 28.5 shall be discharged of the relevant payment obligation under the Finance Documents.

### **28.6 Partial payments**

- (a) If the Agent receives a payment that is insufficient to discharge all the amounts then due and payable by an Obligor under the Finance Documents, the Agent shall apply that payment towards the obligations of that Obligor under the Finance Documents in the following order:
- (i) **first**, in or towards payment *pro rata* of any unpaid fees, costs and expenses of the Agent under the Finance Documents;
  - (ii) **secondly**, in or towards payment *pro rata* of any accrued interest, fee or commission due but unpaid under this Agreement;
  - (iii) **thirdly**, in or towards payment *pro rata* of any principal due but unpaid under this Agreement; and
  - (iv) **fourthly**, in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.
- (b) The Agent shall, if so directed by the Majority Lenders, vary the order set out in paragraphs 28.6(a)(ii) to 28.6(a)(iv) above.
- (c) Paragraphs (a) and (b) above will override any appropriation made by an Obligor.

### **28.7 No set-off by Obligors**

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim unless the counterclaim is undisputed or has been confirmed in a final non-appealable judgement. Any New Lender and any recipient of security over Lenders' rights according to Clause 23.7 (Security over Lenders' rights) may rely on this Clause 28.7, in the case of any New Lender to whom rights have been assigned according to paragraph (a) of Clause 23.2 (*Conditions of assignment or assignment and transfer by assumption of contract (Vertragsübernahme)*) and any recipient of security over Lenders' rights, pursuant to section 328 para 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) (*echter berechtigender Vertrag zugunsten Dritter*).

### **28.8 Business Days**

- (a) Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

- (b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

**28.9 Currency of account**

- (a) Subject to paragraphs (b) to (e) below, the Base Currency is the currency of account and payment for any sum due from an Obligor under any Finance Document.
- (b) A repayment of a Utilisation or Unpaid Sum or a part of a Utilisation or Unpaid Sum shall be made in the currency in which that Utilisation or Unpaid Sum is denominated on its due date.
- (c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated when that interest accrued.
- (d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.
- (e) Any amount expressed to be payable in a currency other than the Base Currency shall be paid in that other currency.

**28.10 Change of currency**

- (a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
- (i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Company); and
- (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).
- (b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Company) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Interbank Market and otherwise to reflect the change in currency.

**29. SET-OFF**

A Finance Party may set off any matured obligation due from an Obligor under the Finance Documents against any satisfiable (*erfüllbar*) obligation (within the meaning of section 387 German Civil Code (*Bürgerliches Gesetzbuch*)) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

**30. NOTICES**

**30.1 Communications in writing**

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated and subject to Clause 30.6 (*Electronic communication*), may be made by fax or letter.

**30.2 Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

- (a) in the case of the Original Obligors, identified with their name below;
- (b) in the case of each Lender or any other Obligor, that notified in writing to the Agent on or prior to the date on which it becomes a Party; and
- (c) in the case of the Agent, that identified with its name below,

or any substitute address or fax number or department or officer as the Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than three Business Days' notice.

**30.3 Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective when received (*zugegangen*), in particular:
- (i) if by way of fax, when received in legible form; or
- (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;

and, if a particular department or officer is specified as part of its address details provided under Clause 30.2 (*Addresses*), if addressed to that department or officer.



- (b) Any communication or document to be made or delivered to the Agent will be effective only when actually received by the Agent and then only if it is expressly marked for the attention of the department or officer identified with the Agent's signature below (or any substitute department or officer as the Agent shall specify for this purpose).
- (c) All notices from or to an Obligor shall be sent through the Agent, unless this Agreement specifies otherwise.
- (d) Any communication or document by the Finance Parties to the Obligors may be made or delivered to the Company for its own account and for the account of the Obligors. For that purpose each Obligor appoints the Company as its agent of receipt (*Empfangsvertreter*).
- (e) Any communication or document which becomes effective, in accordance with paragraphs (a) to (d) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

#### 30.4 Notification of address and fax number

Promptly upon receipt of notification of an address or fax number or change of address or fax number pursuant to Clause 30.2 (*Addresses*) or changing its own address or fax number, the Agent shall notify the other Parties.

#### 30.5 Communication when Agent is Impaired Agent

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If the Agent is an Impaired Agent the Parties may, instead of communicating with each other through the Agent, communicate with each other directly and (while the Agent is an Impaired Agent) all the provisions of the Finance Documents which require communications to be made or notices to be given to or by the Agent shall be varied so that communications may be made and notices given to or by the relevant Parties directly. This provision shall not operate after a replacement Agent has been appointed.

#### 30.6 Electronic communication

- (a) Any communication to be made between any two Parties under or in connection with the Finance Documents may be made by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:
  - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
  - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- (b) Any such electronic communication as specified in paragraph (a) above to be made between an Obligor and a Finance Party may only be made in that way to the extent that those two Parties agree that unless and until notified to the contrary, this is to be an accepted form of communication.
- (c) Any such electronic communication as specified in paragraph (a) above made between any two Parties will be effective only when actually received (or made available) in readable form and in the case of any electronic communication made by a Party to the Agent only if it is addressed in such a manner as the Agent shall specify for this purpose.
- (d) Any electronic communication which becomes effective, in accordance with paragraph (c) above, after 5:00 p.m. in the place in which the Party to whom the relevant communication is sent or made available its address for the purpose of this Agreement shall be deemed only to become effective on the following day.
- (e) Any reference in a Finance Document to a communication being sent or received shall be construed to include that communication being made available in accordance with this Clause 30.6.

#### 30.7 Use of an Electronic Platform

- (a) The Company shall use an Electronic Platform for the issuance and administration of L/Gs.
- (b) The Parties, any Additional Borrower, any Increase Lender and any New Lender acknowledge, by becoming party to this Agreement, that they shall enter into an Electronic Platform Agreement and, in case of an Additional Borrower or a New Lender, accede to the existing Electronic Platform Agreement.

#### 30.8 English language

- (a) Any notice given under or in connection with any Finance Document must be in English.

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- (b) All other documents provided under or in connection with any Finance Document must be:
  - (i) in English; or
  - (ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

### 31. CALCULATIONS AND CERTIFICATES

#### 31.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence (*Beweis des ersten Anscheins*) of the matters to which they relate.

### 31.2 Certificates and Determinations

- (a) The Finance Parties make the certifications or determinations of a rate or amount under any Finance Document in the exercise of their unilateral right to specify performance (*einseitiges Leistungsbestimmungsrecht*) which they will exercise with reasonable discretion (*billiges Ermessen*).
- (b) The Parties agree not to dispute in any legal proceeding the correctness of the determinations and certifications of a rate or amount made by a Finance Party under any Finance Document unless the determinations or certifications are inaccurate on their face or fraud can be shown.

### 31.3 Day count convention

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days and/or in any case where the practice in the relevant interbank market differs, in accordance with that market practice.

## 32. PARTIAL INVALIDITY

- (a) The Parties agree that should at any time, any provisions of this Agreement be or become void (*nichtig*), invalid or due to any reason ineffective (*unwirksam*) this will indisputably (*unwiderlegbar*) not affect the validity or effectiveness of the remaining provisions and this Agreement will remain valid and effective, save for the void, invalid or ineffective provisions, without any Party having to argue (*darlegen*) and prove (*beweisen*) the Parties intent to uphold this Agreement even without the void, invalid or ineffective provisions.
- (b) The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision that in legal and economic terms comes closest to what the Parties intended or would have intended in accordance with the purpose of this Agreement if they had considered the point at the time of conclusion of this Agreement.

## 33. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under the Finance Documents shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any of the Finance Documents on the part of any Finance Party shall be effective unless it is in writing.

No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

## 34. AMENDMENTS AND WAIVERS

### 34.1 Required consents

- (a) Other than pursuant to Clause 2.2 (*Increase*) and Clause 2.3 (*Allocation of Additional Commitments*), subject to Clause 34.2 (*Exceptions*) any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Obligors and any such amendment or waiver will be binding on all Parties.
- (b) The Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause 34.

### 34.2 Exceptions

- (a) An amendment or waiver that has the effect of changing or which relates to:
  - (i) the definition of "Majority Lenders" in Clause 1.1 (*Definitions*);
  - (ii) an extension to the date of payment of any amount owed to a Lender by an Obligor under the Finance Documents;
  - (iii) a reduction in the L/G Fee Rate or a reduction in the amount of any payment of principal, interest, fees or commission payable to a Lender, **provided that** (x) any amendment to the financial covenants or financial definitions in this Agreement shall not constitute a reduction in the rate of interest or fees for purposes of this sub-clause (iii) even if the effect of such amendment would be to reduce the L/G Fee Rate or to reduce any other fee payable hereunder and (y) that only the consent of the Majority Lenders shall be necessary to reduce or waive any obligation of the Borrowers to pay interest or fees at the applicable default rate even if the effect of such amendment would be to reduce the L/G Fee Rate or to reduce any other fee payable hereunder;
  - (iv) an increase in or an extension of any Commitment (other than pursuant to Clause 2.2 (*Increase*), Clause 2.3 (*Allocation of Additional Commitments*) or any requirement that a cancellation of the Commitments reduces the Commitments of the Lenders rateably);
  - (v) a change to the Borrowers or Guarantors other than in accordance with Clause 24 (*Changes to the Obligors*);
  - (vi) any provision which expressly requires the consent of all the Lenders;
  - (vii) Clause 2.4 (*Finance Parties' rights and obligations*), Clause 9.1 (*Illegality*) Clause 9.2 (*Change of control*), Clause 27.6 (*Loss Sharing in respect of L/Gs*), Clause 27.7 (*Sharing of Recoveries / Adjustment of Loss Sharing*), Clause 23 (*Changes to the Lenders*) or this Clause 34; or
  - (viii) Clause 39 (*Governing Law*) and Clause 40.1 (*Jurisdiction*);
  - (ix) the nature or scope of the guarantee and indemnity granted under Clause 17 (*Guarantee and Indemnity*),shall not be made without the prior consent of all the Lenders.

- (b) An amendment or waiver which relates to the rights or obligations of the Agent or the Arranger (each in their capacity as such) may not be effected without the consent of the Agent or, as the case may be, the Arranger.

#### 34.3 Disenfranchisement of Defaulting Lenders

- (a) For so long as a Defaulting Lender has any Available Commitment, in ascertaining:
  - (i) the Majority Lenders; or
  - (ii) whether:
    - (A) any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments under the Facility; or
    - (B) the agreement of any specified group of Lenders,has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents,

that Defaulting Lender's Commitments under the Facility will be reduced by the amount of its Available Commitments under the Facility and, to the extent that that reduction results in that Defaulting Lender's Total Commitments being zero, that Defaulting Lender shall be deemed not to be a Lender for the purposes of paragraphs (i) and (ii) above.
- (b) For the purposes of this Clause 35.3, the Agent may assume that the following Lenders are Defaulting Lenders:
  - (i) any Lender which has notified the Agent that it has become a Defaulting Lender; and
  - (ii) any Lender in relation to which it is aware that any of the events or circumstances referred to in paragraphs (a), (b) or (c) of the definition of **"Defaulting Lender"** has occurred,unless it has received notice to the contrary from the Lender concerned (together with any supporting evidence reasonably requested by the Agent) or the Agent is otherwise aware that the Lender has ceased to be a Defaulting Lender.

#### 34.4 Excluded Commitments

If any Defaulting Lender fails to respond to a request for a consent, waiver, amendment of or in relation to any term of any Finance Document or any other vote of Lenders under the terms of this Agreement within ten Business Days (unless the Company and the Agent agree to a longer time period in relation to any request) of that request being made:

- (a) its Commitments shall not be included for the purpose of calculating the Total Commitments under the Facility when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments has been obtained to approve that request; and
- (b) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

#### 34.5 Replacement of a Defaulting Lender

- (a) The Company may, at any time a Lender has become and continues to be a Defaulting Lender, by giving five Business Days' notice to the Agent and such Lender:
  - (i) replace such Lender by requiring such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 23 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement; and
  - (ii) require such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 23 (*Changes to the Lenders*) all (and not part only) of the Available Commitments of the Lender; or
- (b) to a Lender or other bank, financial institution, trust, fund or other entity (a **"Replacement Lender"**) selected by the Company, which confirms its willingness to assume and does assume all the obligations or all the relevant obligations of the transferring Lender in accordance with Clause 23 (*Changes to the Lenders*) for a purchase price in cash payable at the time of transfer which is either:
  - (A) in an amount equal to the outstanding principal amount of such Lender's participation in the outstanding Utilisations and all accrued interest and other amounts payable in relation thereto under the Finance Documents; or
  - (B) in an amount agreed between that Defaulting Lender, the Replacement Lender and the Company and which does not exceed the amount described in paragraph (A) above.
- (c) Any transfer of rights and obligations of a Defaulting Lender pursuant to this Clause shall be subject to the following conditions:
  - (i) the Company shall have no right to replace the Agent;
  - (ii) neither the Agent nor the Defaulting Lender shall have any obligation to the Company to find a Replacement Lender;
  - (iii) in no event shall the Defaulting Lender be required to pay or surrender to the Replacement Lender any of the fees received by the Defaulting Lender pursuant to the Finance Documents; and
  - (iv) the Defaulting Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (a) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer to the Replacement Lender.

- (d) The Defaulting Lender shall perform the checks described in paragraph (c)(iv) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (a) above and shall notify the Agent and the Company when it is satisfied that it has complied with those checks.

#### 34.6 Replacement of Screen Rate

- (a) Subject to Clause 34.2 (*Exceptions*), if a Screen Rate Replacement Event has occurred in relation to any Screen Rate, any amendment or waiver which relates to:
- (i) providing for the use of a Replacement Benchmark in relation to that currency in place of that Screen Rate; and

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- (A) aligning any provision of any Finance Document to the use of that Replacement Benchmark;
- (B) enabling that Replacement Benchmark to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Agreement);
- (C) implementing market conventions applicable to that Replacement Benchmark;
- (D) providing for appropriate fallback (and market disruption) provisions for that Replacement Benchmark; or
- (E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Obligors.

- (b) If any Lender fails to respond to a request for an amendment or waiver described in paragraph (a) above within ten (10) Business Days (or such longer time period in relation to any request which the Company and the Agent may agree) of that request being made:
- (i) its Commitment(s) shall not be included for the purpose of calculating the Total Commitments under the relevant Facility/ies when ascertaining whether any relevant percentage of Total Commitments has been obtained to approve that request; and
- (ii) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.
- (c) In this Clause 34.6:

**"Relevant Nominating Body"** means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

**"Replacement Benchmark"** means a benchmark rate which is:

- (a) formally designated, nominated or recommended as the replacement for a Screen Rate by:
- (i) the administrator of that Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by that Screen Rate); or
- (ii) any Relevant Nominating Body,

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and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (ii) above;

- (b) in the opinion of the Majority Lenders and the Obligors, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to a Screen Rate; or
- (c) in the opinion of the Majority Lenders and the Obligors, an appropriate successor to a Screen Rate.

**"Screen Rate Replacement Event"** means, in relation to a Screen Rate:

- (a) the methodology, formula or other means of determining that Screen Rate has, in the opinion of the Majority Lenders and the Obligors, materially changed;

(b)

(i)

- (A) the administrator of that Screen Rate or its supervisor publicly announces that such administrator is insolvent; or
- (B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Screen Rate;

- (ii) the administrator of that Screen Rate publicly announces that it has ceased or will cease to provide that Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Screen Rate;
- (iii) the supervisor of the administrator of that Screen Rate publicly announces that such Screen Rate has been or will be permanently or indefinitely discontinued; or
- (iv) the administrator of that Screen Rate or its supervisor announces that that Screen Rate may no longer be used; or
- (c) the administrator of that Screen Rate determines that that Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:
  - (i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Obligors) temporary; or
  - (ii) that Screen Rate is calculated in accordance with any such policy or arrangement for a period no less than twenty (20) Business Days; or
- (d) in the opinion of the Majority Lenders and the Obligors, that Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

## **35. CONFIDENTIALITY**

### **35.1 Confidential Information**

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 35.2 *Disclosure of Confidential Information* and Clause 35.3 *Disclosure to numbering service providers*, and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

### **35.2 Disclosure of Confidential Information**

Any Finance Party may disclose:

- (a) to any of its Affiliates and Related Funds and any of its or their directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential) in connection with this Agreement;
- (b) to the extent requested by any regulatory authority purporting to have jurisdiction over such person or its Affiliates (including any self-regulatory authority, such as the National Association of Insurance Commissioners);
- (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process (in which case the Agent and the Lenders agree (except with respect to any audit or examination conducted by bank accountants or any self-regulatory authority or governmental or regulatory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable law, rule or regulation, to inform the Company promptly thereof prior to the disclosure thereof);
- (d) in connection with the exercise of any remedies under this Agreement or any of the other Finance Documents or any suit, action or proceeding relating to this Agreement or any other Finance Document or the enforcement of its rights hereunder or thereunder;
- (e) subject to an agreement containing provisions substantially the same as those of this Clause 35.2, to any person:
  - (i) any assignee of or participant in, or any prospective assignee of or participant in, any of its rights or obligations under this Agreement;
  - (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to any Borrower and its obligations.
  - (iii) who is a Party;
- (f) to the extent such Confidential Information:
  - (i) becomes publicly available other than as a result of a breach of this Clause 35.2;
  - (ii) becomes available to any Finance Party on a non-confidential basis from a source other than the Company; or
- (g) Confidential Information with the written consent of the Company.

### **35.3 Disclosure to numbering service providers**

- (a) Any Finance Party may disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facility and/or one or more Obligors the following information:
  - (i) names of Obligors;
  - (ii) country of domicile of Obligors;
  - (iii) place of incorporation of Obligors;
  - (iv) date of this Agreement;

- (v) the names of the Agent and the Arranger;
  - (vi) date of each amendment and restatement of this Agreement;
  - (vii) amount of Total Commitments;
  - (viii) currencies of the Facility;
  - (ix) type of Facility;
  - (x) ranking of Facility;
  - (xi) Termination Date for Facility;
  - (xii) changes to any of the information previously supplied pursuant to paragraphs 35.3(a)(i) to 35.3(a)(xi) above; and
  - (xiii) such other information agreed between such Finance Party and the Company,
- to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

- (b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facility and/or one or more Obligor by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.
- (c) The Company represents that none of the information set out in paragraphs 35.3(a)(i) to (a)(viii) above is, nor will at any time be, unpublished price-sensitive information.
- (d) The Agent shall notify the Company and the other Finance Parties of:
  - (i) the name of any numbering service provider appointed by the Agent in respect of this Agreement, the Facility and/or one or more Obligor; and
  - (ii) the number or, as the case may be, numbers assigned to this Agreement, the Facility and/or one or more Obligor by such numbering service provider.

#### 35.4 Entire agreement

This Clause 35 (*Confidentiality*) constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential

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Information.

#### 35.5 Inside information

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

#### 35.6 Notification of disclosure

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Company:

- (a) of the circumstances of any disclosure of Confidential Information made pursuant to paragraph (e) of Clause 35.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
- (b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 35 (*Confidentiality*).

#### 35.7 Continuing obligations

The obligations in this Clause 35 (*Confidentiality*) are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of thirty six (36) months from the earlier of:

- (a) the date on which all amounts payable by the Obligor under or in connection with this Agreement have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
- (b) the date on which such Finance Party otherwise ceases to be a Finance Party.

#### 36. USA PATRIOT ACT

Each Lender hereby notifies each Obligor that pursuant to the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 (commonly known as the "USA Patriot Act"), such Lender is required to obtain, verify and record information that identifies such Obligor, which information includes the name and address of such Obligor and other information that will allow such Lender to identify such Obligor in accordance with the USA Patriot Act.

#### 37. INTEREST RATE LIMITATION

Notwithstanding anything herein to the contrary, if at any time any interest rate applicable to hereunder, together with all fees, charges and other amounts which are treated as interest under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender against a U.S. Borrower or a Guarantor whose jurisdiction of incorporation is a state of the United States or the District of Columbia in accordance with applicable law, the rate of interest payable hereunder, together with all Charges payable in respect thereof, shall be limited to the

accumulated and the interest and Charges payable to such Lender shall be increased (but not above the Maximum Rate therefor) until such accumulated amount, together with interest thereon at the rate calculated by the Federal Reserve Bank of New York based on such day's federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the federal funds effective rate to the date of repayment, shall have been received by such Lender.

### 38. DECLARATION IN RELATION TO ANTI-MONEY LAUNDERING ACT

Each Borrower confirms towards each Lender that it requested the issuance of an L/G granted hereunder for its own account *für eigene Rechnung*) but not at the instance of another economic beneficiary (*wirtschaftlich Berechtigter*). Each Borrower undertakes to notify the Agent without delay in writing, if in the future a situation arises in which contrary to the foregoing such Borrower acts for the account of another beneficial owner.

### 39. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by German law.

### 40. ENFORCEMENT

#### 40.1 Jurisdiction

- (a) The courts of Frankfurt am Main, Germany have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a "**Dispute**").
- (b) The Parties agree that the courts of Frankfurt am Main, Germany are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 40.1 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

#### 40.2 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Obligor (other than the Process Agent or any other Obligor incorporated in Germany, if any):
  - (i) irrevocably appoints Coperion GmbH (the "**Process Agent**") as its agent for service of process in relation to any proceedings before the German courts in connection with any Finance Document;
  - (ii) agrees that failure by a Process Agent to notify the relevant Obligor of the process will not invalidate the proceedings concerned; and
  - (iii) undertakes to deliver to the Process Agent without undue delay upon execution of this Agreement a process agent appointment letter (the "**Process Agent Appointment Letter**") substantially in the form of Schedule 12 (*Form of*

*Process Agent Appointment Letter*) and to send a copy of the executed Process Agent Appointment Letter to the Agent.

- (b) The Process Agent hereby acknowledges the appointment. The Process Agent shall ensure that documents to be served to an Obligor may validly be served by delivery to the Process Agent. In particular, the Process Agent shall notify the Agent of any change of address, accept any documents delivered to it on behalf of an Obligor and fulfil any requirements of section 171 Code of Civil Procedure (*Zivilprozessordnung*), in particular present the original Process Agent Appointment Letter to any person effecting the service of process as required pursuant to section 171 sentence 2 Code of Civil Procedure (*Zivilprozessordnung*).

### 41. WAIVER OF JURY TRIAL

EACH OF THE PARTIES TO THIS AGREEMENT AGREES TO WAIVE IRREVOCABLY ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE DOCUMENTS REFERRED TO IN THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN THIS AGREEMENT. This waiver is intended to apply to all Disputes. Each party acknowledges that (a) this waiver is a material inducement to enter into this Agreement, (b) it has already relied on this waiver in entering into this Agreement and (c) it will continue to rely on this waiver in future dealings. Each party represents that it has reviewed this waiver with its legal advisers and that it knowingly and voluntarily waives its jury trial rights after consultation with its legal advisers. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

### 42. CONTRACTUAL RECOGNITION OF BAIL-IN

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):
  - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

- (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
- (iii) a cancellation of any such liability; and
- (b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.
- (c) In this Clause 42:

**"Article 55 BRRD"** means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

**"Bail-In Action"** means the exercise of any Write-down and Conversion Powers.

**"Bail-In Legislation"** means:

- (i) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or

regulation as described in the EU Bail-In Legislation Schedule from time to time;

- (ii) in relation to the United Kingdom, the UK Bail-In Legislation; and
- (iii) in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

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

**"EU Bail-In Legislation Schedule"** means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

**"Resolution Authority"** means any body which has authority to exercise any Write-down and Conversion Powers.

**"UK Bail-In Legislation"** means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

**"Write-down and Conversion Powers"** means:

- (i) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;
- (ii) in relation to the UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person 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 UK Bail-In Legislation that are related to or ancillary to any of those powers; and
- (iii) in relation to any other applicable Bail-In Legislation:
  - (A) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person 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; and

- (B) any similar or analogous powers under that Bail-In Legislation.

#### 43. CONCLUSION OF THIS AGREEMENT (*VERTRAGSSCHLUSS*)

43.1 The Parties to this Agreement may choose to conclude this Agreement by an exchange of signed signature page(s), transmitted by any means of telecommunication (*telekommunikative Übermittlung*) such as by way of fax or electronic photocopy.

43.2 If the Parties to this Agreement choose to conclude this Agreement pursuant to Clause 43.1 above, they will transmit the signed signature page(s) of this Agreement to Latham & Watkins LLP, attention to Sibylle.Muench@lw.com or Martina.Eisgruber@lw.com (each a "**Recipient**"). The Agreement will be considered concluded once one Recipient has actually received the signed signature page(s) (*Zugang der Unterschriftsseite(n)*) from all Parties to this Agreement (whether by way of fax, electronic photocopy or other means of telecommunication) and at the time of the receipt of the last outstanding signature page(s) by such one Recipient.

43.3 For the purposes of this Clause 43 only, the Parties to this Agreement appoint each Recipient as their attorney (*Empfangsvertreter*) and expressly allow (*gestatten*) each Recipient to collect the signed signature page(s) from all and for all Parties to this Agreement. For the avoidance of doubt, each Recipient will have no further duties connected with its position as Recipient. In particular, each Recipient may assume the conformity to the authentic original(s) of the signature page(s) transmitted to it by means of telecommunication, the genuineness of all signatures on the original signature page(s) and the signing authority of the signatories.



**SCHEDULE 1  
THE ORIGINAL PARTIES**

**Part 1**

**The Original Obligors**

| <b>Name of Original Borrower</b> | <b>Registration number (or equivalent, if any)</b>   |
|----------------------------------|--|
| Hillenbrand, Inc.                | One Batesville Boulevard<br>Batesville, Indiana 47006<br>Indiana Secretary of State<br>#2007110100396  |
| Coperion GmbH                    | HRB 23976 (Local Court of Stuttgart)<br>Theodorstraße 10, 70469 Stuttgart, Germany   |
| Coperion K-Tron (Schweiz) GmbH   | CHE-105.883.566<br>Lenzhardweg 43/45<br>CH-5702 Niederlenz, Switzerland  |
| Rotex Europe Ltd                 | 04307924 (Registered with Companies House)<br><br>For notices:<br>DTM Legal LLP<br>Archway House<br>Station Road<br>Chester<br>CH1 3DR<br>United Kingdom<br><br>Office location:<br>Archway House,<br>Station Road,<br>Chester,<br>England,<br>CH1 3DR |

| <b>Name of Original Guarantor</b> | <b>Registration number (or equivalent, if any)</b>  |
|-----------------------------------|---|
| Hillenbrand, Inc.                 | One Batesville Boulevard<br>Batesville, Indiana 47006<br>Indiana Secretary of State<br>#2007110100396 |
| Process Equipment Group, Inc.     | 28 West State Street<br>Trenton, New Jersey 08608<br>New Jersey Secretary of State<br>#5278301800     |
| K-Tron Investment Co.             | 103 Foulk Road, Suite 202<br>Wilmington, Delaware 19802<br>Delaware Secretary of State<br>#2250493    |
| Hillenbrand Luxembourg Inc.       | 1209 Orange Street<br>Wilmington, Delaware 19801<br>Delaware Secretary of State<br>#3745346           |

| <b>Name of Original Guarantor</b>        | <b>Registration number (or equivalent, if any)</b>  |
|--|---|
| Milacron Plastics Technologies Group LLC | 2711 Centerville Road, Suite 400<br>Wilmington, Delaware 19808<br>Delaware Secretary of State<br>#4692536 |
| Milacron Marketing Company LLC           | 2711 Centerville Road, Suite 400<br>Wilmington, Delaware 19808<br>Delaware Secretary of State<br>#4692541 |

**Part 2****The Original Lenders**

| <b>Name of Original Lender</b>  | <b>Commitment<br/>in EUR</b> | <b>Treaty Passport Scheme<br/>reference number</b> |
|---|------------------------------|--|
| COMMERZBANK Aktiengesellschaft  | 115,500,000.00               | 7/C/25382/DTTP                                     |
| DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, New York Branch | 72,000,000.00                | 7/D/205877/DTTP                                    |
| HSBC Trinkaus & Burkhardt GmbH  | 58,000,000.00                | 7/H/275147/DTTP                                    |
| Skandinaviska Enskilda Banken AB (publ) Frankfurt Branch                            | 50,500,000.00                | 73/S/42621/DTTP                                    |
| Sumitomo Mitsui Banking Corporation   | 29,000,000.00                | 43/S/274647/DTTP                                   |
| <b>TOTAL</b>  | <b>325,000,000.00</b>        |  |

**SCHEDULE 2  
CONDITIONS PRECEDENT****Part 1****Conditions Precedent to Initial Utilisation****1. ORIGINAL OBLIGORS**

- (a) In relation to an Original Obligor incorporated or established in Germany an up-to-date commercial register extract (*Handelsregisterausdruck*), its articles of association (*Satzung*) or partnership agreement (*Gesellschaftsvertrag*), copies of any by-laws as well as a list of shareholders (*Gesellschafterliste*) (in each case, if applicable).
- (b) A copy of a good standing certificate (including verification of tax status) with respect to each U.S. Obligor, issued as of a recent date by the Secretary of State or other appropriate official of each U.S. Obligor's jurisdiction of incorporation or organisation.
- (c) In relation to an Original Obligor incorporated or established in a jurisdiction other than Germany a copy of its constitutional documents.
- (d) In relation to an Original Obligor incorporated or established in Germany a copy of a resolution signed by all the holders of the issued shares of such Original Obligor and/or if applicable and required under the respective Original Obligor's constitutional documents, a copy of a resolution of the supervisory board (*Aufsichtsrat*) and/or advisory board (*Beirat*) of such Original Obligor approving the terms of, and the transactions contemplated by the Finance Documents.
- (e) In relation to an Original Obligor incorporated in a jurisdiction other than Germany, or England and Wales or a jurisdiction of the U.S., a copy of a resolution signed by all the holders of the issued shares in each such Original Obligor, approving the terms of, and the transactions contemplated by the Finance Documents.
- (f) A copy of a resolution of the board of directors, or equivalent governing body, of each Original Obligor incorporated or established in a jurisdiction other than Germany:
  - (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;
  - (ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and
  - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party.
- (g) A specimen of the signature of each person authorised to execute any Finance Document and other documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party.
- (h) A certificate of an authorised signatory of the relevant Original Obligor incorporated or established in a jurisdiction in the United Kingdom, confirming that borrowing or

guaranteeing, as appropriate, the Total Commitments would not cause any borrowing, guarantee or similar limit binding on it to be exceeded.

- (i) A certificate of an authorised signatory of the relevant Original Obligor certifying that each copy document relating to it specified in this Part 1 *Conditions*

*Precedent to Initial Utilisation*) of Schedule 2 (*Conditions Precedent*) is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

2. **FINANCE DOCUMENTS**

- (a) This Agreement executed by each member of the Group party to this Agreement.
- (b) The Agency Fee Letter and Mandate Letter executed by the Company.

3. **LEGAL OPINIONS**

- (a) A legal opinion of Latham & Watkins LLP, legal advisers to the Arranger and the Agent in Germany as to German law, substantially in the form distributed to the Original Lenders prior to signing this Agreement;
- (b) A legal opinion of Latham & Watkins LLP, legal advisers to the Arranger and the Agent in New York as to certain U.S. law matters, substantially in the form distributed to the Original Lenders prior to signing this Agreement;
- (c) A legal opinion of Niederer Kraft Frey Ltd, legal advisers to the Arranger and Agent in Switzerland as to Swiss law, substantially in the form distributed to the Original Lenders prior to signing this Agreement;
- (d) A legal opinion of Skadden, Arps, Slate, Meagher & Flom LLP, legal advisers to the Company in Germany as to German law, substantially in the form distributed to the Original Lenders prior to signing this Agreement;
- (e) A legal opinion of Skadden, Arps, Slate, Meagher & Flom (UK) LLP, legal advisers to the Company in England as to English law, substantially in the form distributed to the Original Lenders prior to signing this Agreement;
- (f) A legal opinion of MME Legal, legal advisers to the Company in Switzerland as to Swiss law, substantially in the form distributed to the Original Lenders prior to signing this Agreement;
- (g) A legal opinion of Skadden, Arps, Slate, Meagher & Flom LLP, legal advisers to the Company in Delaware as to Delaware law, substantially in the form distributed to the Original Lenders prior to signing this Agreement;
- (h) A legal opinion of Drinker Biddle & Reath LLP, legal advisers to the Company in New Jersey as to New Jersey law, substantially in the form distributed to the Original Lenders prior to signing this Agreement;
- (i) A legal opinion of Ice Miller LLP, legal advisers to the Company in Indiana as to Indiana law, substantially in the form distributed to the Original Lenders prior to signing this Agreement.

4. **OTHER DOCUMENTS AND EVIDENCE**

- (a) Evidence that the Existing L/G Facility will be cancelled and fully refinanced no later than the satisfaction of each condition precedent pursuant to this Part 1 (*Conditions*

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*Precedent to initial Utilisation*) of Schedule 2 (*Conditions Precedent*) other than the condition under this paragraph 4(a).

- (b) Copy of an executed Electronic Platform Agreement with each Original Lender.
- (c) Evidence that any process agent referred to in Clause 40.2 (*Service of process*), if not an Original Obligor, has accepted its appointment as well as a copy of the executed Process Agent Appointment Letter.
- (d) A copy of any other authorisation or other document, opinion or assurance reasonably requested by the Agent (if it has notified the Company accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.
- (e) The Original Financial Statements of each Original Obligor.
- (f) The Budget.
- (g) An unaudited list of Material Domestic Subsidiaries as of the date of this Agreement.
- (h) Evidence that the fees, costs and expenses then due from the Company pursuant to Clause 11 (*Fees*) and, to the extent invoiced at least one Business Day prior to the proposed Utilisation, Clause 16 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.
- (i) The Group Structure Chart.
- (j) A certificate of the Company certifying that:
  - (i) all of the representations and warranties of the Company set forth in the Agreement are true and correct in all material respects **provided that** any representation or warranty qualified by materiality or Material Adverse Effect is true and correct in all respects), except that to the extent that such representation or warranty expressly relates to an earlier date, such representation or warranty is true and correct as of such earlier date; and
  - (ii) no Default or Event of Default has occurred and is continuing.

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## Part 2

### Conditions Precedent required to be delivered by an Additional Obligor

1. An Accession Letter, duly executed by the Additional Obligor and the Company.
2. In relation to an Additional Obligor incorporated or established in Germany an up to date commercial register extract (*Handelsregisterausdruck*), its articles of association (*Satzung*) or partnership agreement (*Gesellschaftsvertrag*), copies of any by laws as well as a list of shareholders (*Gesellschafterliste*) (in each case, if applicable).
3. In relation to an Additional Obligor incorporated in a jurisdiction other than Germany, a copy of its constitutional documents.
4. In relation to an Additional Obligor incorporated or established in Germany a copy of a resolution signed by all the holders of the issued shares in such Additional Obligor and/or if applicable and required under the respective Additional Obligor's constitutional documents a copy of a resolution of the supervisory board (*Aufsichtsrat*) and/or if applicable and required under the respective Additional Obligor's constitutional documents the advisory board (*Beirat*) of such Additional Obligor approving the terms of, and the transactions contemplated by the Finance Documents.
5. In relation to an Additional Obligor incorporated in a jurisdiction other than Germany or England and Wales or a jurisdiction of the U.S. a copy of a resolution signed by all the holders of the issued shares in each such Additional Obligor if required under the respective Additional Obligor's constitutional documents, approving the terms of, and the transactions contemplated by the Finance Documents.
6. A copy of a resolution of the board of directors or equivalent governing body of any Additional Obligor incorporated or established in a jurisdiction other than Germany:
  - (a) approving the terms of, and the transactions contemplated by, the Accession Letter and the Finance Documents and resolving that it execute the Accession Letter;
  - (b) authorising a specified person or persons to execute the Accession Letter on its behalf; and
  - (c) authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices (including, in relation to an Additional Borrower, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents.
7. A specimen of the signature of each person authorised to execute any Finance Document and other documents and notices (including, if relevant, any Utilisation Request and Selection Notice) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party.
8. A certificate of an authorised signatory of the Additional Obligor certifying that each copy constitutional documents or resolution (including items listed in No. 4, 5 and 6, as applicable) listed in this Part 2 (*Conditions Precedent required to be Delivered by an Additional Obligor*) of Schedule 2 (*Conditions Precedent*) is correct, complete and in full force and effect as at a date no earlier than the date of the Accession Letter.

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9. A copy of any other authorisation or other document, opinion or assurance reasonably requested by the Agent in connection with the entry into and performance of the transactions contemplated by the Accession Letter or for the validity and enforceability of any Finance Document.
10. If available, the latest audited financial statements of the Additional Obligor.
11. A legal opinion of Latham & Watkins LLP, legal advisers to the Arranger and the Agent in Germany.
12. A legal opinion of the legal advisers to the Company in the jurisdiction in which the Additional Obligor is incorporated.
13. If the proposed Additional Obligor is incorporated in a jurisdiction other than Germany, evidence that the process agent specified in Clause 40.2 (*Service of process*), if not an Obligor, has accepted its appointment in relation to the proposed Additional Obligor together with a copy of the executed Process Agent Appointment Letter in relation to the proposed Additional Obligor.

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### SCHEDULE 3 UTILISATION REQUEST

From: [Borrower]

To: [Issuing Bank]

Dated:

Dear Sir or Madam

Hillenbrand, Inc. - EUR [325,000,000] L/G Facility Agreement dated [●] (the "Agreement")

1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
2. We wish to arrange for an L/G to be issued on the following terms:

Borrower and obligor of secured obligations:

Issuing Bank:<sup>1</sup>

Proposed Utilisation Date: [ · ] (or, if that is not a Business Day, the next Business Day)

Currency of L/G: [ · ]

Amount: [ · ]

Beneficiary: [ · ]

Term or Maturity Date: [ · ]

Type of L/ G: [ · ]

3. We confirm that each condition specified in Clause 4.2 (*Further conditions precedent*) is satisfied on the date of this Utilisation Request.
4. The Company confirms to each Finance Party that each of the Repeated Representations is true and correct in all material respects as at the date hereof as if made by reference to the facts and circumstances existing on the date hereof, except that to the extent that such representation or warranty expressly relates to an earlier date, such representation or warranty is true and correct as of such earlier date.
5. This Utilisation Request is irrevocable.
6. Delivery Instructions:
7. [specify delivery instructions]
8. The draft of the requested L/G is attached to this Utilisation Request.

<sup>1</sup> If more than one, portion of participation in L/G.

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Yours faithfully

\_\_\_\_\_  
authorised signatory for  
[name of relevant Borrower]

\_\_\_\_\_  
authorised signatory for  
**Hillenbrand, Inc.**<sup>2</sup>

<sup>2</sup> If different from the Borrower

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#### SCHEDULE 4 FORM OF ADDITIONAL COMMITMENT REQUEST

From: Hillenbrand, Inc.

To: [Agent]

Attn: [ · ]

Dated: [ · ]

**Hillenbrand, Inc. - EUR 325,000,000 L/G Facility Agreement dated [●] (the "Agreement")**

Dear Sir or Madam,

1. We refer to the Agreement. This is an Additional Commitment Request. Terms defined in the Agreement shall have the same meaning in this Additional Commitment Request.
2. We hereby give you notice that we request the increase of the Total Commitments by an amount of [ · ] pursuant to Clause 2.3 (*Allocation of Additional Commitments*) of the Agreement.
3. [We will pay to each participating Lender participating with an amount of EUR [ · ], a participation fee of [ · ] per cent. [in each case] on the amount of the Commitment assumed by it, payable to [it/the Agent for the account of each such Lender] within five Business Days after effectiveness of the respective increase.]<sup>3</sup>
4. We confirm that, at the date hereof, no Default has occurred which is continuing.

Yours faithfully

3 Specify terms offered.

**SCHEDULE 5**  
**FORM OF INCREASE CONFIRMATION**

To: [ · ] as Agent and [ · ] as Company

From: [the *Increase Lender*] (the "**Increase Lender**")

Dated: [ · ]

**Hillenbrand, Inc. - EUR 325,000,000 L/G Facility Agreement dated [●] (the "Agreement")**

1. We refer to the Agreement. This is an Increase Confirmation. Terms defined in the Agreement have the same meaning in this Increase Confirmation unless given a different meaning in this Increase Confirmation.
2. We refer to Clause 2.2 (*Increase*).
3. The Increase Lender agrees to assume and will assume all of the obligations corresponding to the Commitment specified in the Schedule (the "Relevant Commitment") as if it was an Original Lender under the Agreement.
4. The proposed date on which the increase in relation to the Increase Lender and the Relevant Commitment is to take effect (the "Increase Date") is [ · ].
5. On the Increase Date, the Increase Lender becomes a party to the Finance Documents as a Lender.
6. The Facility Office and address, fax number and attention details for notices to the Increase Lender for the purposes of Clause 30.2(*Addresses*) are set out in the Schedule.
7. The Increase Lender expressly acknowledges the limitations on the Lenders' obligations referred to in paragraph 2.2(f) of Clause 2.2 (*Increase*).
8. The Increase Lender expressly confirms that it [can/cannot] exempt the Agent from the restrictions pursuant to section 181 German Civil Code(*Bürgerliches Gesetzbuch*) and similar restrictions applicable to it pursuant to any other applicable law as provided for Clause 25.1 (*Appointment of the Agent*).
9. The Increase Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is<sup>4</sup>
  - (a) with respect to a German Borrower:
    - (i) [a Qualifying Lender (other than a Treaty Lender);]
    - (ii) [a Treaty Lender;]
    - (iii) [not a Qualifying Lender].
  - (b) with respect to a UK Borrower:
    - (i) [a Qualifying Lender (other than a Treaty Lender);]

4 Delete as applicable. Each Increase Lender is required to confirm which of these categories it falls within with respect to each relevant Borrower.

- (ii) [a Treaty Lender;]
    - (iii) [not a Qualifying Lender];
  - (c) with respect to a U.S. Borrower:
    - (i) [a Qualifying Lender;]
    - (ii) [not a Qualifying Lender]; and
  - (d) with respect to any other Borrower, is a Qualifying Lender.
10. [The Increase Lender confirms, for the benefit of each other Party to the Agreement that it [is]/[is not] a FATCA Exempt Party.]
11. [The Increase Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
  - (a) a company resident in the United Kingdom for United Kingdom tax purposes;
  - (b) a partnership each member of which is:

- (i) a company so resident in the United Kingdom; or
  - (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
  - (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.]<sup>6</sup>
12. [The Increase Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number[ . ]) and is tax resident in [ . ],<sup>7</sup> so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax, and requests that the Parent notify:
- (a) each Borrower which is a Party as a Borrower as at the Increase Date; and
  - (b) each Additional Borrower which becomes an Additional Borrower after the Increase Date,
- that it wishes that scheme to apply to the Agreement.<sup>8</sup>

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- 5 Delete as applicable.
- 6 Include if the Increase Lender comes within paragraph (ii)(A)(2) of the definition of Qualifying Lender in Clause 12.1 *Definitions*)
- 7 Insert jurisdiction of tax residence.
- 8 Include if the Increase Lender holds a passport under the HMRC DT Treaty Passport scheme and wishes that scheme to apply to the Agreement.

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13. The Increase Lender confirms, for the benefit of the Agent and without liability to any Obligor, that as of the date of this Increase Confirmation [it is / it is not]<sup>9</sup> a Swiss Qualifying Bank.
14. This Increase Confirmation may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Increase Confirmation.
15. This Increase Confirmation and any non-contractual obligations arising out of or in connection with it are governed by German law.
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- 9 Delete as applicable.

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## THE SCHEDULE

### Relevant Commitment/rights and obligations to be assumed by the Increase Lender

[insert relevant details]

[Facility office address, fax number and attention details for notices and account details for payments]

[Increase Lender]

By:

This Increase Confirmation is accepted by the Company.

Company

By:

This Increase Confirmation is accepted as an Increase Confirmation for the purposes of the Agreement by the Agent and the Company and the Increase Date is confirmed as [ . ].

Agent

By:

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## FORM OF TRANSFER CERTIFICATE

To: [ • ] as Agent

From: [The Existing Lender] (the "Existing Lender") and [The New Lender] (the "New Lender")

Dated: [ • ]

### Hillenbrand, Inc. - EUR 325,000,000 L/G Facility Agreement dated [•] (the "Agreement")

1. We refer to the Agreement. This is a Transfer Certificate. Terms defined in the Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.
  2. We refer to Clause 23.5 (Procedure for assignment and transfer by assumption of contract (Vertragsübernahme)) of the Agreement:
    - (a) The Existing Lender and the New Lender agree to the Existing Lender assigning and transferring to the New Lender by assumption of contract (*Vertragsübernahme*) and in accordance with Clause (ii) *Procedure for assignment and transfer by assumption of contract (Vertragsübernahme)* of the Agreement all of the Existing Lender's rights and obligations under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Commitment(s) and participations in L/Gs under the Agreement as specified in the Schedule.
    - (b) The proposed Transfer Date is [ • ].
    - (c) The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 30.2 *(Addresses)* of the Agreement are set out in the Schedule.
  3. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph 23.4(c) of Clause 23.4 *(Limitation of responsibility of Existing Lenders)* of the Agreement.
  4. The New Lender expressly confirms that it [can/cannot] exempt the Agent from the restrictions pursuant to section 181 German Civil Code (*Bürgerliches Gesetzbuch*) and similar restrictions applicable to it pursuant to any other applicable law as provided for in paragraph (c) of Clause 25.1 *(Appointment of the Agent)* of the Agreement.
  5. The New Lender confirms that it has acceded to the existing Electronic Platform Agreement.
  6. The New Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is:
    - (a) with respect to a German Borrower:
      - (i) [a Qualifying Lender (other than a Treaty Lender)];
      - (ii) [a Treaty Lender];
      - (i) [not a Qualifying Lender];
    - (b) with respect to a UK Borrower:
      - (i) [a Qualifying Lender (other than a Treaty Lender)];
- 
- (ii) [a Treaty Lender];
      - (iii) [not a Qualifying Lender];
    - (c) with respect to a U.S. Borrower:
      - (i) [a Qualifying Lender];
      - (ii) [not a Qualifying Lender]; and
    - (d) with respect to any other Borrower, is a Qualifying Lender.<sup>10</sup>
  7. [The New Lender confirms, for the benefit of each other Party to the Agreement that it [is]/[is not]<sup>1</sup> a FATCA Exempt Party.]
  8. [The New Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
    - (a) a company resident in the United Kingdom for United Kingdom tax purposes;
    - (b) a partnership each member of which is:
      - (i) a company so resident in the United Kingdom; or
      - (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
    - (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.]<sup>12</sup>



9. [The New Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number[ . ]) and is tax resident in [ . ],<sup>13</sup> so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax, and requests that the Parent notify:
- (a) each Borrower which is a Party as a Borrower as at the Transfer Date; and
- (b) each Additional Borrower which becomes an Additional Borrower after the Transfer Date,
- that it wishes that scheme to apply to the Agreement.]<sup>4</sup>

10. Delete as applicable - each New Lender is required to confirm which of these three categories it falls within.
11. Delete as applicable.
12. Include if New Lender comes within paragraph (ii)(A)(2) of the definition of Qualifying Lender in Clause 12.1 *Definitions*
13. Insert jurisdiction of tax residence.
14. Include if New Lender holds a passport under the HMRC DT Treaty Passport scheme and wishes that scheme to apply to the Agreement.

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10. The New Lender confirms, for the benefit of the Agent and without liability to any Obligor, that as of the date of this Transfer Certificate [it is / it is not]<sup>15</sup> a Swiss Qualifying Bank.
11. This Transfer Certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Transfer Certificate.
12. This Transfer Certificate and any non-contractual obligations arising out of or in connection with it are governed by German law.
13. This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.
15. Delete as applicable.

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## THE SCHEDULE

### Commitment/rights and obligations to be assigned and transferred by way of assumption of contract (*Vertragsübernahme*)

*[insert relevant details]*

*[Facility Office address, fax number and attention details for notices and account details for payments.]*

[Existing Lender]

[New Lender]

By:

By:

This Transfer Certificate is accepted by the Agent and the Transfer Date is confirmed as [ . ] [Agent]

By:

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## SCHEDULE 7 FORM OF ACCESSION LETTER

To: [ . ] as Agent

From: [Subsidiary] and Hillenbrand, Inc.

Dated: [ . ]

Dear Sir or Madam

### Hillenbrand, Inc. - EUR 325,000,000 L/G Facility Agreement dated [●] (the "Agreement")

1. We refer to the Agreement. This is an Accession Letter. Terms defined in the Agreement have the same meaning in this Accession Letter unless given a different meaning in this Accession Letter.

2. [Subsidiary] agrees to become an Additional [Borrower]/[Guarantor] and to be bound by the terms of the Agreement as an Additional [Borrower]/[Guarantor] pursuant to Clause 24.2 (Additional Borrowers)/[Clause 24.4 (Additional Guarantors)] of the Agreement. [Subsidiary] is a company duly incorporated under the laws of [name of relevant jurisdiction].
3. [The Company confirms as of the date hereof that no Default is continuing or would occur as a result of [Subsidiary] becoming an Additional Borrower.]<sup>6</sup>
4. We confirm to each Finance Party that each of the Repeated Representations is true and correct in all material respects in relation to us as at the date hereof as if made by reference to the facts and circumstances existing on the date hereof, except that to the extent that such representation or warranty expressly relates to an earlier date, such representation or warranty is true and correct as of such earlier date.
5. [[Subsidiary] confirms that it has acceded to the existing Electronic Platform Agreement.]<sup>7</sup>
6. [Subsidiary's] administrative details are as follows:
- Address:
- Fax No:
- Attention:
7. This Accession Letter and any non-contractual obligations arising out of or in connection with it are governed by German law.

Hillenbrand, Inc.

[Subsidiary]

<sup>16</sup> Include in the case of an Additional Borrower.

<sup>17</sup> Include in the case of an Additional Borrower.

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#### SCHEDULE 8 FORM OF RESIGNATION LETTER

To: [ · ] as Agent

From: [resigning Obligor] and Hillenbrand, Inc.

Dated: [ · ]

Dear Sir or Madam

#### Hillenbrand, Inc. - EUR 325,000,000 L/G Facility Agreement dated [●] (the "Agreement")

1. We refer to the Agreement. This is a Resignation Letter. Terms defined in the Agreement have the same meaning in this Resignation Letter unless given a different meaning in this Resignation Letter.
2. Pursuant to [Clause 24.3 (*Resignation of a Borrower*)]/[Clause 24.5 (*Resignation of a Guarantor*)], we request that [resigning Obligor] be released from its obligations as a [Borrower]/[Guarantor] under the Agreement.
3. We confirm that, as of the date hereof:
- (a) no Default is continuing or would result from the acceptance of this request; and
- (b) [ · ]<sup>18</sup>
4. This Resignation Letter and any non-contractual obligations arising out of or in connection with it are governed by German law.

Hillenbrand, Inc.

[Subsidiary]

By:

By:

<sup>18</sup> Insert any other conditions required by the Facility Agreement.

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#### SCHEDULE 9 FORM OF COMPLIANCE CERTIFICATE

To: [ · ] as Agent

From: Hillenbrand, Inc.

Dated: [ · ]

Dear Sir or Madam

**Hillenbrand, Inc. - EUR 325,000,000 L/G Facility Agreement dated [●] (the "Agreement")**

1. We refer to the Agreement. This is a Compliance Certificate. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.
2. We confirm that:
  - (a) Leverage in respect of the Relevant Period ending[·] is [·] and complies with the requirements of paragraph 20.2(a) of Clause 20.2 (*Financial condition*).
  - (b) Interest Coverage in respect of the Relevant Period ending[·] is [·] and complies with the requirements of paragraph 20.2(b) of Clause 20.2 (*Financial condition*).
3. We confirm that as of[·] the following members of the Group constitute Material Subsidiaries for the purpose of the Agreement:<sup>19</sup>
  - (a) [·]
  - (b) Material Domestic Subsidiaries are marked with an \* and Excluded Subsidiaries are marked with \*\*.
- 3.2 We confirm that, as of the date hereof, no Default is continuing<sup>20</sup>
4. [According to the definition of "L/G Fee Rate" the applicable L/G Fee Rate is[·] per cent. per annum.]

Signed: \_\_\_\_\_  
Director  
of  
Hillenbrand, Inc.

\_\_\_\_\_  
Director  
of  
Hillenbrand, Inc.

<sup>19</sup> Only relevant for annual certificate and to be confirmed as of financial year end.

<sup>20</sup> Only relevant for annual certificate.

**SCHEDULE 10**  
**LMA FORM OF CONFIDENTIALITY UNDERTAKING**

To: [insert name of Potential Lender]

Re: The Facility

Borrower: [·] (the "Borrower")

Amount: [·]

Agent: [·]

Dear Sir or Madam

We understand that you are considering participating in the Facility. In consideration of us agreeing to make available to you certain information, by your signature of a copy of this letter you agree as follows:

1. Confidentiality Undertaking

You undertake:

- 1.1 to keep the Confidential Information confidential and not to disclose it to anyone except as provided for by paragraph 2 below and to ensure that the Confidential Information is protected with security measures and a degree of care that would apply to your own confidential information;
- 1.2 to keep confidential and not disclose to anyone the fact that the Confidential Information has been made available or that discussions or negotiations are taking place or have taken place between us in connection with the Facility;
- 1.3 to use the Confidential Information only for the Permitted Purpose;
- 1.4 to use all reasonable endeavours to ensure that any person to whom you pass any Confidential Information (unless disclosed under paragraph 2.2 below) acknowledges and complies with the provisions of this letter as if that person were also a party to it; and
- 1.5 not to make enquiries of any member of the Group or any of their officers, directors, employees or professional advisers relating directly or indirectly to the Facility.

2. Permitted Disclosure

We agree that you may disclose Confidential Information:

- 2.1 to any of its Affiliates and Related Funds and any of its or their directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential) in connection with this Agreement;
- 2.2 to the extent requested by any regulatory authority purporting to have jurisdiction over such person or its Affiliates (including any self-regulatory authority, such as the National Association of Insurance Commissioners);

- 2.3 to the extent required by applicable laws or regulations or by any subpoena or similar legal process (in which case the Agent and the Lenders agree (except with respect to any audit or examination conducted by bank accountants or any self regulatory authority or governmental or regulatory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable law, rule or regulation, to inform the Company promptly thereof prior to the disclosure thereof);
- 2.4 in connection with the exercise of any remedies under this letter or any suit, action or proceeding relating to this letter or the enforcement of its rights under this letter;
- 2.5 to the extent such Confidential Information:
- (a) becomes publicly available other than as a result of a breach of this letter;
  - (b) becomes available on a non-confidential basis from a source other than the Company; or
- 2.6 with the prior written consent of us and the Company.
3. Notification of Required or Unauthorised Disclosure
- You agree (to the extent permitted by law) to inform us of the full circumstances of any disclosure under paragraph 2.2 or upon becoming aware that Confidential Information has been disclosed in breach of this letter.
4. Return of Copies
- If we so request in writing, you shall return all Confidential Information supplied to you by us and destroy or permanently erase all copies of Confidential Information made by you and use all reasonable endeavours to ensure that anyone to whom you have supplied any Confidential Information destroys or permanently erases such Confidential Information and any copies made by them, in each case save to the extent that you or the recipients are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or in accordance with internal policy, or where the Confidential Information has been disclosed under paragraph 2.2 above.
5. Continuing Obligations
- The obligations in this letter are continuing and, in particular, shall survive the termination of any discussions or negotiations between you and us. Notwithstanding the previous sentence, the obligations in this letter shall cease (a) if you become a party or otherwise acquire an interest, direct or indirect in the Facility or (b) thirty six (36) months after you have returned all Confidential Information supplied to you by us and destroyed or permanently erased all copies of Confidential Information made by you (other than any such Confidential Information or copies which have been disclosed under paragraph 2 above (other than sub paragraph 2.2) or which, pursuant to paragraph 4 above, are not required to be returned or destroyed).
6. No Representation; Consequences of Breach, etc
- You acknowledge and agree that:
- 6.1 neither we nor any of our officers, employees or advisers (each a "Relevant Person") (i) make any representation or warranty, express or implied, as to, or assume any responsibility for, the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by us or any member of the Group or the assumptions on which it is based or (ii) shall be under any obligation to update or correct any inaccuracy in the Confidential

- Information or any other information supplied by us or any member of the Group or be otherwise liable to you or any other person in respect to the Confidential Information or any such information; and
- 6.2 we or members of the Group may be irreparably harmed by the breach of the terms of this letter and damages may not be an adequate remedy; each Relevant Person or member of the Group may be granted an injunction or specific performance for any threatened or actual breach of the provisions of this letter by you.
7. No Waiver; Amendments, etc
- This letter sets out the full extent of your obligations of confidentiality owed to us in relation to the information the subject of this letter. No failure or delay in exercising any right, power or privilege under this letter will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privileges under this letter. The terms of this letter and your obligations under this letter may only be amended or modified by written agreement between us.
8. Inside Information
- You acknowledge that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation relating to insider dealing and you undertake not to use any Confidential Information for any unlawful purpose.
9. Nature of Undertakings
- The undertakings given by you under this letter are given to us and (without implying any fiduciary obligations on our part) are also given for the benefit of the Company and each other member of the Group by way of a contract for the benefit of third parties (*Vertrag zugunsten Dritter*).
10. Third party rights
- 10.1 Subject to paragraph 6 and paragraph 9 the terms of this letter may be enforced and relied upon only by you and us.
- 10.2 Notwithstanding any provisions of this letter, the parties to this letter do not re-quire the consent of any Relevant Person or any member of the Group to rescind or vary this letter at any time.

11. Governing Law and Jurisdiction

This letter (including the agreement constituted by your acknowledgement of its terms) shall be governed by and construed in accordance with the laws of Germany and the parties submit to the non-exclusive jurisdiction of the district court (*Landgericht*) of Frankfurt am Main.

12. Definitions

In this letter (including the acknowledgement set out below):

**"Confidential Information"** means any information relating to the Company, the Group, and the Facility provided to you by us or any of our affiliates or advisers, in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that (a) is or becomes public knowledge other than as a direct or indirect result of any breach of this letter or (b) is known by you before the date the information is disclosed to you by us or any of our affiliates or advisers or is lawfully obtained

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by you after that date, other than from a source which is connected with the Group and which, in either case, as far as you are aware, has not been obtained in violation of, and is not otherwise subject to, any obligation of confidentiality;

**"Group"** means the Borrower and each of its holding companies and subsidiaries and each subsidiary of each of its holding companies.

**"Participant Group"** means you, each of your holding companies and subsidiaries and each subsidiary of each of your holding companies; and

**"Permitted Purpose"** means considering and evaluating whether to enter into the Facility.

Please acknowledge your agreement to the above by signing and returning the enclosed copy.

Yours faithfully

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For and on behalf of [Arranger]

To: [Arranger]

The Company and each other member of the Group

We acknowledge and agree to the above:

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For and on behalf of [Potential Lender]

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**SCHEDULE 11  
TIMETABLES**

|   |      |
|---|------|
|   | L/GS |
| Request for approval as an Optional Currency, if required.              | U-5  |
| Delivery of a duly completed Utilisation Request (Clause 5.1 (General)) | U-3  |
| "U" = date of utilisation   |      |
| "U - X" = Business Days prior to date of utilisation                    |      |

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**SCHEDULE 12  
FORM OF PROCESS AGENT APPOINTMENT LETTER**

To: [Coperion GmbH] as process agent

From: [Obligor]

Date: [ · ]

Dear Sir or Madam

**Hillenbrand, Inc. - EUR 325,000,000 L/G Facility Agreement dated [●] (the "Agreement")**

We refer to the Agreement and hereby irrevocably appoint you as our agent for service of process in relation to any proceeding before any German court in connection with the above mentioned Agreement.

Signed:

[\_\_\_\_\_] of  
[Obligor]

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### SCHEDULE 13 FORM OF ELECTRONIC PLATFORM AGREEMENT

[Attached.]

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### ELECTRONIC PLATFORM AGREEMENT

#### USE OF @GLOBALTRADE PLATFORM FOR EXCHANGE OF TRADE FINANCE INFORMATION

This Electronic Platform Agreement (the “**Agreement**”) is made between

- (1) [●] herein after referred to as (“**Company**”);
- (2) [●] herein after referred to as Borrowers (together with the Company, the “**Borrowers**”); and
- (3) [●] herein after referred to as Issuing Banks (together with any new Issuing Bank subsequently acceding to this Agreement, the “**Issuing Banks**”).

The Borrowers and the Issuing Banks are individually referred to as “**Party**” and jointly as “**Parties**”.

#### PREAMBLE

Whereas the Company has entered into the EUR 225,000,000 Syndicated L/G Facility Agreement with the Issuing Banks originally dated [●] June 2022 (as amended and restated or otherwise modified from time, the “**Facility Agreement**”).

In consideration of the mutual promises and covenants made herein, the Parties agree as follows:

#### 1. DEFINITIONS

1.1 In this Agreement:

“**Effective Date**” means [●].

1.2 Unless defined in this Agreement or the context otherwise requires, terms and expressions defined in the Facility Agreement shall have the same meaning when used in this Agreement.

*Hillenbrand Electronic Platform Agreement*

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#### 2. BACKGROUND & PURPOSE

In the effort to streamline its trade finance communication with the Issuing Banks the Company has adopted @GlobalTrade Multi-bank Trade Finance Platform (the “**Platform Provider**” or “**GTC**”) for managing bank guarantees (“@GlobalTrade”, the “**Platform**”). This Agreement is an “Electronic Platform Agreement” in the meaning of the Facility Agreement and @GlobalTrade is an “Electronic Platform” in the meaning of the Facility Agreement.

Subject to the occurrence of the Effective Date, the Parties agree to use the Platform or SWIFT for administration and handling of all Utilisation Requests under the Facility Agreement and the calculation of the L/G fees in accordance with clause 11.2 (*L/G fee*) of the Facility Agreement.

If an Issuing Bank uses SWIFT, the data related to those instruments issued via SWIFT will not be visible in the @GlobalTrade platform for the relevant Issuing Bank.

#### 3. GUARANTEE ISSUANCE SERVICE

The service provided by the Platform Provider via @GlobalTrade enables the Borrowers to digitise the handling of outgoing L/Gs with its Issuing Banks using the Internet.

From the occurrence of the Effective Date, the Borrowers will use the Platform to initiate applications for L/Gs and will select which Issuing Bank will issue them. The selected Issuing Bank will receive a SWIFT message or an email notification from the Platform when a new L/G application is ready for processing. If the relevant Issuing Bank is not using SWIFT, such Issuing Bank will log onto the Platform using its username and password to retrieve the L/G application. Once the L/G application is received and all relevant L/G Requirements as set out in the Facility Agreement (including but not limited to conditions set out in clause 5.3 (*Issue of L/Gs*) and/or clause 5.4 (*Extension of L/Gs*) and/or clause 5.5 (*Reversal and reduction of L/Gs*)) have been met, the Issuing Bank will follow the process of issuing an L/G in its back office system. The Issuing Bank will thereafter upload a digital copy of the actual L/G as a PDF into the Platform or send it via SWIFT. The Issuing Bank will record its reference number, fees, out of pocket expenses and other relevant information pertaining to the guarantee as may be required by the Platform’s mandatory fields or a SWIFT message. The Issuing Bank will perform

similar steps when processing amendment requests and claims received from the Platform or via SWIFT. Extension or pay requests as well as reversal and reductions will also be processed through the Platform or via SWIFT.

*Hillenbrand Electronic Platform Agreement*

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Please note, that the Platform is web-based and is hosted in a ISO 27001 Certified data center located in Toronto, Canada. There is no cost for the Issuing Banks to access the Platform. The Company can register Issuing Bank(s) with the Platform and will provide the first user with its username and password. The Issuing Bank may choose to register additional users and configure a 2 eye or 4 eye approval process.

The Issuing Bank may choose to use the Platform's IP Filtering functionality to restrict access to the Platform from computers located outside the Issuing Bank's office. This additional security measure is an optional feature that the Company will enable upon Issuing Banks' request.

### **3.1. ELECTRONIC COMMUNICATION**

The Borrowers shall deliver any Utilisation Request to the Issuing Banks by electronic transfer only but subject to the provisions set out in clause 5 (*Utilisation*) of the Facility Agreement.

During the term of the Facility Agreement, but subject to the occurrence of the Effective Date, each Issuing Bank herewith irrevocably waives its right to require the Borrowers to deliver any request via fax or by letter for any such transaction which the Borrowers can administer by using the Platform notwithstanding any contradictory clauses in the Facility Agreement.

This does not apply if the Platform is deemed to be "not available" pursuant to clause 1.2 (g) (*Construction*) of the Facility Agreement. In this case all Utilisation Requests need to be handled in accordance with clause 5 (*Utilisation*) under the terms set out therein if the Platform is not available. Each Utilisation Request made by the Borrowers via fax or by letter and all the L/Gs issued by the relevant Issuing Bank thereunder have to be recorded into the Platform by the relevant Borrower (or the Company on its behalf) and the relevant Issuing Bank without undue delay as soon as the technical error, defect or operating error has been fixed.

*Hillenbrand Electronic Platform Agreement*

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### **3.2. RESPONSIBILITIES OF THE COMPANY**

The Company shall register the Issuing Banks with the Platform in the case that SWIFT is not used. The Company shall provide free access to the Platform to the Issuing Banks for the duration of this Agreement and the Facility Agreement.

The Company shall inform the Platform Provider about (i) adjustments to the L/G Fee Rate and (ii) the initial Commitment according to the Facility Agreement.

### **3.3. RESPONSIBILITIES OF THE BORROWERS**

The Borrowers shall request issuance of L/Gs and the respective amendments from the Issuing Banks through the Platform or via SWIFT. The Company shall also use the Platform or SWIFT for handling reductions, extend or pay requests and claims. The Borrowers (or the Company on their behalf) shall provide or shall load currency exchange rates to the Electronic Platform immediately prior to the date on which a Report is prepared representing the Spot Rate of Exchange of that day. Electronic communication received through the Platform or via SWIFT the Borrowers will accept as original communication without paper confirmation to follow.

### **3.4. RESPONSIBILITIES OF THE ISSUING BANKS**

The Issuing Banks shall use the Platform or SWIFT as its primary communication channel with the Borrowers for handling L/Gs, subject to the provisions for handling L/Gs as set out in the Facility Agreement. The Issuing Banks shall access the Platform upon receipt of email notification that a new L/G request is available. Each Issuing Bank will use its best efforts to issue a new L/G or an amendment to an existing L/G soonest from the receipt of notification from the Platform or SWIFT providing there is no clarification required on the wording of the L/G. Once the L/G is legally issued an Issuing Bank shall promptly set the status of the L/G to "Issued" or send an issuance confirmation message via SWIFT.

The Issuing Bank is obliged to notify the Platform Provider of any changes of its Commitments without unreasonable delay.

Furthermore an Issuing Bank shall ensure to release L/Gs promptly within the Platform or via SWIFT. Any delay of more than 5 Business Days in releasing L/Gs which leads to a wrong fee calculation can be claimed by the Company from the respective Issuing Bank. For auditing reason the Company may request a reconciliation between the Issuing Bank's records and balances shown within the Platform.

*Hillenbrand Electronic Platform Agreement*

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## **4. REPRESENTATIONS**

Each Party represents and warrants

- (i) that it has full capacity and ability to enter into this Agreement and fulfil its obligations hereunder; and
- (ii) that this Agreement and all performance there under is in compliance with laws and regulations applicable to that party.

## **5. TERM AND TERMINATION**

- 5.1.** This Agreement shall terminate

- (a) automatically and without special notice to any other Party in case any Party ceases being a party to the Facility Agreement (as amended from time to time) and on the same date as it is released from its rights and obligations under the Facility Agreement; or
- (b) on the date specified by either Party in a written notice to all other Parties that the respective Party wishes to terminate the arrangements as set out in this Agreement. This date shall be not less than 60 days after the date of this notice.

**5.2.** In case of termination of this Agreement under Clause 5.1 (a) above such termination shall only apply with respect to the Party being released from the Facility Agreement.

**5.3.** In case of termination of this Agreement under Clause 5.1(b) above termination shall be without prejudice to the obligations of any Party under the Facility Agreement.

## **6. ASSIGNMENT**

The Borrowers may not assign its obligations under this Agreement without the prior written approval by the Issuing Banks.

*Hillenbrand Electronic Platform Agreement*

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## **7. NOTICES AND OTHER COMMUNICATIONS**

Any and all notices, statements, demands or other communications hereunder may be given by a party to the other to the addresses stated below;

### **In case to the Issuing Banks:**

[•]  
Att.: [•]  
Tel.: [•]  
Email: [•]

### **In case to the Company:**

[•]  
Att.: [•]  
Tel.: [•]  
Email: [•]

### **In case to the Platform Provider:**

[•]  
Att.: [•]  
Tel.: [•]  
Email: [•]

## **8. LIMITATION OF LIABILITY**

Clause 5.2 (b) (*Utilisation*) of the Facility Agreement shall apply *mutatis mutandis* to this Agreement.

## **9. MISCELLANEOUS**

### **9.1 Other provisions**

Clauses 35 (*Confidentiality*), 39 (*Governing law*), 40 (*Enforcement*), 41 (*waiver of jury trial*) of the Facility Agreement shall apply *mutatis mutandis* to this Agreement.

*Hillenbrand Electronic Platform Agreement*

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### **9.2 Incorporation of additional agreements**

Additional services may be agreed between the Parties through the execution of additional order forms, each of which shall be incorporated into this Agreement by reference and shall be effective as of the date provided thereon.

### **9.3 Conflicts**

In case of conflict between any provision set out in this Agreement and the terms set out in the Facility Agreement for handling L/Gs, the terms of the Facility Agreement shall prevail over this Agreement.

## **10. CONCLUSION OF THIS AGREEMENT (VERTRAGSSCHLUSS)**

The Parties may choose to conclude this Agreement by an exchange of signed signature page(s), transmitted by any means of telecommunication (*telekommunikative Übermittlung*) such as by way of fax or electronic photocopy.

If the Parties choose to conclude this Agreement pursuant this Clause 10, they will transmit the signed signature page(s) of this Agreement to [ ] (each a "**Recipient**"). The Agreement will be considered concluded once one Recipient has actually received the signed signature page(s) (Zugang der Unterschriftsseite(n)) from all Parties (whether by way of fax, electronic photocopy or other means of telecommunication) and at the time of the receipt of the last outstanding signature page(s) by one Recipient.



For the purposes of this Clause 10 only, the Parties appoint each Recipient as their attorney (*Empfangsvertreter*) and expressly allow (*gestatten*) each Recipient to collect the signed signature page(s) from all and for all Parties. For the avoidance of doubt, each Recipient will have no further duties connected with its position as Recipient. In particular, each Recipient may assume the conformity to the authentic original(s) of the signature page(s) transmitted to it by means of telecommunication, the genuineness of all signatures on the original signature page(s) and the signing authority of the signatories.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

**[Signature pages to be attached]**

*Hillenbrand Electronic Platform Agreement*

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#### **SCHEDULE 14 LIST OF INITIAL MATERIAL SUBSIDIARIES**

*(as of 30 September 2022, subject to the changes expressly set out below)*

Batesville Casket Company, Inc.\* [SOLD 2 January 2023]

Batesville Services, Inc.\* [SOLD 2 January 2023]

K-Tron Investment Co.\*

Process Equipment Group, Inc.\*

Hillenbrand Luxembourg, Inc.\*

Milacron Plastics Technologies Group LLC\*

Milacron Marketing Company LLC\*

Milacron LLC\*

Hillenbrand Switzerland GmbH

Coperion K-Tron (Schweiz) GmbH

Hillenbrand Germany Holding GmbH

Coperion GmbH

Milacron India Private Limited

Milacron Investments B.V. [LIQUIDATED 3 November 2022]

Milacron B.V.

Mold Masters Luxembourg Holdings Sàrl [LIQUIDATED 30 December 2022]

Mold Masters Luxembourg Acquisitions Sàrl [LIQUIDATED 21 September 2022]

Mold Masters (2007) Limited

Mold Masters Hong Kong Acquisitions Limited

Mold Masters (Kunshan) Co. Ltd [RENAMED Mold-Masters Co. Ltd.]

Ferromatik Milacron GmbH

\*Material Domestic Subsidiary

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#### **SCHEDULE 15 FORM OF BANK GUARANTEE**

**Beneficiary:** [ · ]

EUR 325,000,000 L/G Facility Agreement dated [●] between, amongst others, Hillenbrand, Inc. as the company, Commerzbank Aktiengesellschaft as arranger, Commerzbank Aktiengesellschaft as agent and certain other financial institutions as lenders and as issuing banks (the "Facility Agreement")

We have been informed that you have issued the guarantees set out in Annex 1 hereto under the Facility Agreement (hereinafter the "**Guarantees**"). These Guarantees shall be fully secured by this Counter Guarantee in your favour.

This being premised, we hereby open in your favour our irrevocable Counter Guarantee number (..) for an amount of *(amount)* (*amount in words*) being our proportionate

liability of *(amount)* of the Guarantees issued by you, available against your authenticated swift / tested telex / written request received by registered mail or courier at our address set out below stating either (i) that you have duly issued your Guarantee (setting out what type of guarantee you have issued referring to Annex 1) and that you have received a claim in accordance with the terms of such Guarantee and specifying the amount claimed thereunder or (ii) that this Counter Guarantee will expire within 30 days of such authenticated swift / tested telex / written request, and the following *(insert Guarantee details from Annex 1)* remain outstanding and no cash collateral or replacement counter guarantee satisfactory to you have been received by you, and specifying the amount claimed thereunder.

This Counter Guarantee expires on *(date)* (the "Expiry Date").

This Counter Guarantee is personal to you and not assignable without our prior written consent.

The construction, validity and performance of this Counter Guarantee shall be governed by and construed in accordance with German law and any dispute shall be submitted to the exclusive jurisdiction of the Frankfurt am Main courts in Germany.

In the event of a drawing under this Counter Guarantee our maximum aggregate liability is restricted to *(amount)* *(amount in words)*.

We undertake to pay to you on your first authenticated swift / tested telex / written request received by registered mail or courier at our address set out above any amount that you may claim not exceeding the maximum amount stated above **provided that** such demand is made in accordance with the terms of this Counter Guarantee and is received before close of business (German CET time) on the Expiry Date.

This Counter Guarantee shall be available for multiple drawings.

Special Conditions:

The stated amount of this Counter Guarantee shall also be reduced from time to time, upon receipt by Commerzbank Aktiengesellschaft of the following:

your statement (such statements to be delivered on a quarterly basis), purportedly signed by one of your authorised financial officers reading as follows, on or prior to the Expiry Date hereof, stating therein the following:

The outstanding Guarantees no.(s) *(supply relevant number(s) per attached Annex 1)* issued by you or on your behalf for the account of *(name)*, has (have) expired (such that there is no further liability under such Guarantee) with an unused balance of EUR/USD *(supply amount)*, therefore

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Commerzbank Aktiengesellschaft is instructed and authorized to reduce the stated amount of their Counter Guarantee number *(insert number)* by such amount.

and/or

The outstanding Guarantees no.(s) *(supply relevant number(s) per attached Annex 1)* issued by you or on your behalf for the account of *(name)*, has (have) been returned to us for cancellation and has (have) been terminated by us with an unused balance of EUR/USD *(supply amount)*, therefore CommerzbankAktiengesellschaft is instructed and authorized to reduce the stated amount of their Counter Guarantee number *(insert number)* by such amount.

and/or

The outstanding Guarantees no.(s) *(supply relevant number(s) per attached Annex 1)* issued by you or on your behalf for the account of *(name)*, has (have) been reduced by EUR/USD *(supply amount)*, therefore Commerzbank Aktiengesellschaft is instructed and authorized to reduce the stated amount of their Counter Guarantee number *(insert number)* by such amount.

(BANK)

*(address)*

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EXHIBIT 1

To Counter Guarantee No

Secured Guarantees

| <u>Guarantee No.</u> | <u>Beneficiary</u> | <u>Currency</u> | <u>Guarantee Amount</u> |
|----------------------|--------------------|-----------------|-------------------------|
|----------------------|--------------------|-----------------|-------------------------|

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SCHEDULE 16  
LIST OF EXISTING L/GS

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| Bank short name | Bank Ref. No.    | Applicant Name       | Nominal Currency | Nominal Amount | Beneficiary Name                    |
|-----------------|------------------|----------------------|------------------|----------------|-------------------------------------|
| COBA-DE         | AZSAV70360050001 | Coperion GmbH        | EUR              | 1,497,500.00   | SolvaySpecialtyPolymers(Changshu)Co |
| COBA-DE         | AZSAV70360040001 | Coperion GmbH        | EUR              | 183,000.00     | SOLVAY (CHINA) CO., LTD             |
| COBA-DE         | SCOAV70492310001 | Coperion GmbH        | EUR              | 1,620,532.96   | Cellforce Group GmbH                |
| COBA-DE         | AZSAV70362180001 | Coperion GmbH        | EUR              | 193,570.00     | Covestro NV                         |
| COBA-DE         | AZSAV70363680001 | Coperion GmbH        | EUR              | 592,000.00     | Avient Espana S.L.U.                |
| COBA-DE         | AZSAV70364710001 | Coperion GmbH        | EUR              | 167,796.60     | UBS SWITZERLAND AG                  |
| COBA-DE         | AZSAV70368110001 | Coperion GmbH        | EUR              | 84,327.90      | AXENS SA Comptabilite               |
| COBA-DE         | AZSAV70368960001 | Coperion GmbH        | EUR              | 1,355,415.00   | INDAVER Plastics2Chemicals NV       |
| COBA-DE         | AZSAV70369610001 | Coperion GmbH        | EUR              | 2,907,400.00   | ZHEJIANG Petroleum and Chemical     |
| COBA-DE         | SCOAV70525630001 | Coperion GmbH        | EUR              | 370,579.80     | Karlsruher Institut fuer            |
| COBA-DE         | SCOAV70523030001 | Coperion GmbH        | EUR              | 255,219.30     | BYK-Chemie GmbH                     |
| COBA-DE         | AZSAV70370610001 | Coperion GmbH        | EUR              | 515,820.00     | BENVIC SAS                          |
| COBA-DE         | AZSAV70318750001 | Coperion GmbH (CGG)  | CHF              | 6,000.00       | Schweizer Eidgenossenschaft         |
| COBA-DE         | FGSAV70011300001 | Coperion GmbH (CGG)  | EUR              | 800,000.00     | Christ Immobilien GmbH              |
| COBA-DE         | AZSAV70276410001 | Coperion GmbH (CST)  | EUR              | 905,000.00     | Tecnimont HQC S.e.a.r.l.            |
| COBA-DE         | AZSAV70276420001 | Coperion GmbH (CST)  | EUR              | 2,270,000.00   | Tecnimont HQC S.e.a.r.l.            |
| COBA-DE         | AZSAV70338980001 | Coperion GmbH (CST)  | EUR              | 1,585,541.00   | Qingdao Jinneng New                 |
| COBA-DE         | AZSAV70344090001 | Coperion GmbH (CST)  | EUR              | 5,347,083.33   | Ningbo Kingfa Advanced Materials    |
| COBA-DE         | AZSAV70362520001 | Coperion GmbH (CST)  | EUR              | 790,245.20     | Liaoning Bora New Materials Co.,    |
| COBA-DE         | SCOAV70443160001 | Coperion GmbH (CST)  | EUR              | 1,509,420.00   | SINOPEC Europa GmbH                 |
| COBA-DE         | AZSAV70352070001 | Coperion GmbH (CST)  | EUR              | 10,548,570.00  | Zhejiang Petroleum + Chem. Co., Ltd |
| COBA-DE         | AZSAV70355650001 | Coperion GmbH (CST)  | EUR              | 2,572,000.00   | CHINA NATIONAL CHEMICAL ENGINEERING |
| COBA-DE         | AZSAV70346450001 | Coperion GmbH (CST)  | EUR              | 499,000.00     | Oriented-film Innovation            |
| COBA-DE         | AZSAV70359410001 | Coperion GmbH (CST)  | EUR              | 405,408.00     | Liaoning Bora New Materials Co.,    |
| COBA-DE         | AZSAV70367860001 | Coperion GmbH (CST)  | EUR              | 436,331.00     | Liaoning Bora New Materials Co.,    |
| COBA-DE         | AZSAV70360830001 | Coperion GmbH (CST)  | EUR              | 119,600.30     | HELLENIC Cables S.A.                |
| COBA-DE         | AZSAV70365070001 | Coperion GmbH (CST)  | EUR              | 16,704.00      | Liaoning Bora New Materials Co.,    |
| COBA-DE         | AZSAV70366270001 | Coperion GmbH (CST)  | EUR              | 689,038.80     | Liaoning Bora New Materials Co.,    |
| COBA-DE         | AZSAV70362590001 | Coperion GmbH (CST)  | EUR              | 1,227,500.00   | Solvay Specialty Polymers Belgium   |
| COBA-DE         | AZSAV70364470001 | Coperion GmbH (CST)  | EUR              | 751,000.00     | PJSC Kazanorgsintez                 |
| COBA-DE         | AZSAV70364680001 | Coperion GmbH (CST)  | EUR              | 300,000.00     | HELLENIC Petroleum S.A.             |
| COBA-DE         | AZSAV70365280001 | Coperion GmbH (CST)  | EUR              | 135,000.00     | HELLENIC PETROLEUM S.A.             |
| COBA-DE         | AZSAV70365330001 | Coperion GmbH (CST)  | EUR              | 111,339.60     | Secunda Operations a division of    |
| COBA-DE         | AZSAV70367870001 | Coperion GmbH (CST)  | EUR              | 664,242.60     | Liaoning Bora New Materials Co.,    |
| COBA-DE         | AZSAV70367880001 | Coperion GmbH (CST)  | EUR              | 646,573.40     | Liaoning Bora New Materials Co.,    |
| COBA-DE         | AZSAV70280750001 | Coperion GmbH (CST)  | EUR              | 15,656.50      | Arkema Chemicals India Pvt Ltd.     |
| COBA-DE         | AZSAV70312700001 | Coperion GmbH (CST)  | EUR              | 75,592.00      | Reliance Industries Limited         |
| COBA-DE         | AZSAV70315790001 | Coperion GmbH (CST)  | EUR              | 42,209.30      | Reliance Industries Limited         |
| COBA-DE         | AZSAV70321060001 | Coperion GmbH (CST)  | EUR              | 11,790.70      | Reliance Industries Limited         |
| COBA-DE         | FGSAV70020450001 | Coperion GmbH (CST)  | EUR              | 20,000.00      | Hauptzollamt Stuttgart              |
| COBA-DE         | AZSAV70366590001 | Coperion GmbH (CST), | USD              | 264,000.00     | GAIL (INDIA) Limited                |
| COBA-DE         | AZSAV70367100001 | Coperion GmbH (CST), | USD              | 250,000.00     | China Petrochemical International   |
| COBA-DE         | AZSAV70333130001 | Coperion GmbH (CWG)  | EUR              | 62,168.00      | CB and I, LLC                       |
| COBA-DE         | SCOAV70316280001 | Coperion GmbH (CWG)  | EUR              | 32,407.87      | BOKELA GmbH                         |
| COBA-DE         | SCOAV70336660001 | Coperion GmbH (CWG)  | EUR              | 24,157.00      | KDH Humboldt Wedag GmbH             |
| COBA-DE         | AZSAV70335600001 | Coperion GmbH (CWG)  | EUR              | 16,668.00      | CB and I, LLC                       |
| COBA-DE         | AZSAV70336640001 | Coperion GmbH (CWG)  | EUR              | 251,000.00     | Zhejiang Dushan Energy Co. Ltd.     |
| COBA-DE         | AZSAV70337140001 | Coperion GmbH (CWG)  | EUR              | 4,491,598.00   | CB and I, LLC                       |
| COBA-DE         | AZSAV70337070001 | Coperion GmbH (CWG)  | EUR              | 346,771.00     | Repsol Quimica S. A.                |
| COBA-DE         | AZSAV70346380001 | Coperion GmbH (CWG)  | EUR              | 28,296.20      | Shanghai Bloom Technology Inc.      |
| COBA-DE         | AZSAV70343080001 | Coperion GmbH (CWG)  | EUR              | 27,101.85      | Shanghai Bloom Technology Inc.      |
| COBA-DE         | AZSAV70349890001 | Coperion GmbH (CWG)  | EUR              | 28,528.40      | Shanghai Bloom Technology Inc.      |
| COBA-DE         | AZSAV70350730001 | Coperion GmbH (CWG)  | EUR              | 4,955,660.00   | Zhejiang Petroleum and Chemical     |
| COBA-DE         | AZSAV70349880001 | Coperion GmbH (CWG)  | EUR              | 18,481.45      | Shanghai Bloom Technology Inc.      |
| COBA-DE         | AZSAV70346400001 | Coperion GmbH (CWG)  | EUR              | 35,807.70      | Shanghai Bloom Technology Inc.      |
| COBA-DE         | AZSAV70346390001 | Coperion GmbH (CWG)  | EUR              | 1,229.05       | Shanghai Bloom Technology Inc.      |
| COBA-DE         | AZSAV70346950001 | Coperion GmbH (CWG)  | EUR              | 25,500.00      | Sumec International Technology      |
| COBA-DE         | AZSAV70347260001 | Coperion GmbH (CWG)  | EUR              | 5,000.00       | KPMG Legal ehf.                     |
| COBA-DE         | AZSAV70348570001 | Coperion GmbH (CWG)  | EUR              | 2,627.15       | Shanghai Bloom Technology Inc.      |
| COBA-DE         | AZSAV70348590001 | Coperion GmbH (CWG)  | EUR              | 1,405.60       | Shanghai Bloom Technology Inc.      |
| COBA-DE         | AZSAV70348580001 | Coperion GmbH (CWG)  | EUR              | 16,259.55      | Shanghai Bloom Technology Inc.      |
| COBA-DE         | AZSAV70348690001 | Coperion GmbH (CWG)  | EUR              | 27,200.00      | Hankle Protech Inc.                 |

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| COBA-DE | AZSAV70349340001 | Coperion GmbH (CWG) | EUR | 13,500.00    | Hankle Protech Inc.             |
| COBA-DE | AZSAV70349330001 | Coperion GmbH (CWG) | EUR | 22,000.00    | Hankle Protech Inc.             |
| COBA-DE | AZSAV70349350001 | Coperion GmbH (CWG) | EUR | 5,860.00     | Hankle Protech Inc.             |
| COBA-DE | AZSAV70349310001 | Coperion GmbH (CWG) | EUR | 12,566.85    | Shanghai Bloom Technology Inc.  |
| COBA-DE | AZSAV70349300001 | Coperion GmbH (CWG) | EUR | 5,665.80     | Shanghai Bloom Technology Inc.  |
| COBA-DE | AZSAV70350050001 | Coperion GmbH (CWG) | EUR | 669.50       | Shanghai Bloom Technology Inc.  |
| COBA-DE | AZSAV70350040001 | Coperion GmbH (CWG) | EUR | 4,782.75     | Shanghai Bloom Technology Inc.  |
| COBA-DE | AZSAV70350740001 | Coperion GmbH (CWG) | EUR | 3,916,600.00 | Zhejiang Petroleum and Chemical |
| COBA-DE | AZSAV70350940001 | Coperion GmbH (CWG) | EUR | 443,830.00   | Samsung Engineering Co. Ltd.,   |
| COBA-DE | AZSAV70350930001 | Coperion GmbH (CWG) | EUR | 316,565.00   | Samsung Engineering Co. Ltd.,   |
| COBA-DE | AZSAV70351640001 | Coperion GmbH (CWG) | EUR | 62,281.25    | Shanghai Bloom Technology Inc.  |
| COBA-DE | AZSAV70354880001 | Coperion GmbH (CWG) | EUR | 1,259,725.00 | Zhejiang Petroleum and Chemical |
| COBA-DE | AZSAV70355840001 | Coperion GmbH (CWG) | EUR | 630,000.00   | Tecnicas Reunidas S.A.          |
| COBA-DE | AZSAV70355890001 | Coperion GmbH (CWG) | EUR | 315,000.00   | Tecnicas Reunidas S.A.          |
| COBA-DE | AZSAV70355850001 | Coperion GmbH (CWG) | EUR | 108,000.00   | Tecnicas Reunidas S.A.          |

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| COBA-DE | AZSAV70355870001 | Coperion GmbH (CWG)      | EUR | 54,000.00    | Tecnicas Reunidas S.A.            |
| COBA-DE | AZSAV70359340001 | Coperion GmbH (CWG)      | EUR | 315,000.00   | Tecnicas Reunidas S.A.            |
| COBA-DE | AZSAV70365080001 | Coperion GmbH (CWG)      | EUR | 315,000.00   | Tecnicas Reunidas S.A.            |
| COBA-DE | AZSAV70359360001 | Coperion GmbH (CWG)      | EUR | 54,000.00    | Tecnicas Reunidas S.A.            |
| COBA-DE | AZSAV70365090001 | Coperion GmbH (CWG)      | EUR | 54,000.00    | Tecnicas Reunidas S.A.            |
| COBA-DE | SCOAV70480950001 | Coperion GmbH (CWG)      | EUR | 18,971.34    | Claudius Peters Projects GmbH     |
| COBA-DE | AZSAV70361770001 | Coperion GmbH (CWG)      | EUR | 70,557.90    | PJSC Kazanorgsintez               |
| COBA-DE | SCOAV70492260001 | Coperion GmbH (CWG)      | EUR | 148,750.00   | Koemmerling Chemische Fabrik GmbH |
| COBA-DE | AZSAV70368480001 | Coperion GmbH (CWG)      | EUR | 4,741,802.00 | Zhejiang Petroleum and Chemical   |
| COBA-DE | AZSAV70369560001 | Coperion GmbH (CWG)      | EUR | 30,000.00    | Brilen Tech, SA                   |
| COBA-DE | AZSAV70275790001 | Coperion GmbH (CWG)      | EUR | 864,300.00   | Tecnimont HQC S.c.a.r.l.          |
| COBA-DE | AZSAV70359400001 | Coperion S.r.l.          | EUR | 314,610.00   | United Surface Solutions LLC      |
| COBA-DE | AZSAV70368430001 | Coperion S.r.l.          | EUR | 69,600.00    | Bahrain Pipes B.S.C.              |
| COBA-DE | SCOAV70393150001 | Ferromatik Milacron GmbH | EUR | 11,250.00    | Volkswagen Leasing                |
| COBA-DE | SCOAV70393250001 | Ferromatik Milacron GmbH | EUR | 11,250.00    | Volkswagen Leasing                |
| COBA-DE | SCOAV70393280001 | Ferromatik Milacron GmbH | EUR | 11,250.00    | Volkswagen Leasing                |
| COBA-DE | SCOAV70393290001 | Ferromatik Milacron GmbH | EUR | 11,250.00    | Volkswagen Leasing                |
| COBA-DE | SCOAV70393190001 | Ferromatik Milacron GmbH | EUR | 11,250.00    | Volkswagen Leasing                |
| COBA-DE | SCOAV70429340001 | Ferromatik Milacron GmbH | EUR | 29,000.00    | Gebrüder S p o h n GmbH           |
| COBA-DE | AZSAV70367260001 | Ferromatik Milacron GmbH | EUR | 175,938.00   | Persico SpA                       |
| COBA-DE | SCOAV70440630001 | Mold-Masters Europe GmbH | EUR | 120,000.00   | GbR Baden-Baden                   |
| COBA-DE | AZSAV70356840001 | VSI International NV     | EUR | 335,933.51   | Openbare Afvalstoffenmaatschappij |
| HSBC-DE | GDAPG2102925     | Coperion GmbH            | EUR | 46,270.43    | BASF Performance Polymers GmbH    |
| HSBC-DE | GFAPG2102778     | Coperion GmbH            | EUR | 293,357.80   | Compoundmaster Gulf (TOSAF Group) |
| HSBC-DE | GFAPG2102651     | Coperion GmbH            | EUR | 428,884.40   | KUMHO Polychemical Co. Ltd.       |
| HSBC-DE | GFAPG2200048     | Coperion GmbH            | EUR | 7,391,480.40 | SUMEC International Technology    |
| HSBC-DE | GDAPG2200052     | Coperion GmbH            | EUR | 135,303.00   | BASF Performance Polymers GmbH    |
| HSBC-DE | GDAPG2200861     | Coperion GmbH            | EUR | 61,603.78    | BASF Polyurethanes GmbH           |
| HSBC-DE | GDAPG2200879     | Coperion GmbH            | EUR | 46,680.20    | BASF Schwarzeide GmbH             |
| HSBC-DE | GFPEB2201179     | Coperion GmbH            | EUR | 9,600.00     | LUBRIZOL LZ Spec Chems Mfg Co Ltd |
| HSBC-DE | GFPEB2201178     | Coperion GmbH            | EUR | 59,040.00    | LUBRIZOL LZ Spec Chems Mfg Co Ltd |
| HSBC-DE | GDAPG2201207     | Coperion GmbH            | EUR | 86,394.00    | BASF Schwarzeide GmbH             |
| HSBC-DE | GFPEB2001840     | Coperion GmbH (CST)      | EUR | 381,602.91   | Qatar Chemical Company Ltd.       |
| HSBC-DE | GFPEB2001841     | Coperion GmbH (CST)      | EUR | 244,627.97   | Qatar Chemical Company Ltd.       |
| HSBC-DE | GFPEB2001842     | Coperion GmbH (CST)      | EUR | 49,722.99    | Qatar Chemical Company Ltd.       |
| HSBC-DE | GFREB1902519     | Coperion GmbH (CST)      | EUR | 187,500.00   | Borealis Polymers Oy              |
| HSBC-DE | GFREB2101449     | Coperion GmbH (CST)      | EUR | 129,000.00   | Taizhou Hengchuan New Energy      |
| HSBC-DE | GFAPG2102306     | Coperion GmbH (CST)      | EUR | 5,834,000.00 | Jinneng Chemical(Qingdao)Co.,Ltd. |
| HSBC-DE | GDAPG2102864     | Coperion GmbH (CST)      | EUR | 49,980.00    | TRINSEO Deutschland               |
| HSBC-DE | GFAPG2200202     | Coperion GmbH (CST)      | EUR | 2,200,000.00 | TECHNIP India Limited             |
| HSBC-DE | GDREB2000803     | Coperion GmbH (CWG)      | EUR | 16,809.46    | ThyssenKrupp Industrial Solutions |
| HSBC-DE | GDREB2000805     | Coperion GmbH (CWG)      | EUR | 8,290.25     | ThyssenKrupp Industrial Solutions |
| HSBC-DE | GDREB2001652     | Coperion GmbH (CWG)      | EUR | 17,110.00    | Akzenta Paneele und Profile GmbH  |
| HSBC-DE | GFREB2002660     | Coperion GmbH (CWG)      | EUR | 274,050.00   | Hanwha Engineering and            |
| HSBC-DE | GFREB2002658     | Coperion GmbH (CWG)      | EUR | 108,350.00   | Hanwha Solutions Corporation      |
| HSBC-DE | GDREB2002726     | Coperion GmbH (CWG)      | EUR | 21,402.00    | Akzenta Paneele und Profile GmbH  |
| HSBC-DE | GFPEB2100863     | Coperion GmbH (CWG)      | EUR | 229,000.00   | CHEMINVEST s.r.o.                 |
| HSBC-DE | GFPEB1802642     | Rotex Europe Ltd.        | USD | 455,672.00   | Mitsubishi Heavy Industries       |
| HSBC-DE | GFPEB2000723     | Rotex Europe Ltd.        | EUR | 72,832.50    | JESA SA                           |
| HSBC-DE | GFPEB2000724     | Rotex Europe Ltd.        | EUR | 72,832.50    | JESA SA                           |

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| HSBC-DE | GFPEB2000725 | Rotex Europe Ltd. | EUR | 72,832.50  | JESA SA                           |
| HSBC-DE | GFPEB2001167 | Rotex Europe Ltd. | EUR | 2,430.00   | FIVES SOLIOS                      |
| HSBC-DE | GFREB2000378 | Rotex Europe Ltd. | EUR | 189,500.00 | ThyssenKrupp Industrial Solutions |
| HSBC-DE | GFREB2001723 | Rotex Europe Ltd. | USD | 16,114.20  | Bunge Ukraine                     |
| HSBC-DE | GFPEB2002172 | Rotex Europe Ltd. | EUR | 2,430.00   | FIVES SOLIOS                      |
| HSBC-DE | GFREB2002199 | Rotex Europe Ltd. | EUR | 64,939.00  | ThyssenKrupp Industrial Solutions |
| HSBC-DE | GFREB2002285 | Rotex Europe Ltd. | EUR | 15,252.90  | Vapo Oy                           |
| HSBC-DE | GFREB2002175 | Rotex Europe Ltd. | EUR | 4,745.00   | Tksm Biala Gora Sp Z.O.O.         |
| HSBC-DE | GFPEB2002257 | Rotex Europe Ltd. | EUR | 9,858.50   | ADISSEO ESPANA S.A.               |
| HSBC-DE | GFREB2102044 | Rotex Europe Ltd. | EUR | 126,751.30 | Tecnimont SpA                     |
| HSBC-DE | GFREB2100051 | Rotex Europe Ltd. | EUR | 34,588.00  | Antje Hoeppner Mrs.               |
| HSBC-DE | GFPEB2101503 | Rotex Europe Ltd. | EUR | 6,298.00   | Cornille                          |
| HSBC-DE | GFREB2101758 | Rotex Europe Ltd. | EUR | 7,400.00   | Uhde Inventa Fischer AG           |
| HSBC-DE | GFAPG2102234 | Rotex Europe Ltd. | EUR | 204,150.00 | PJSC ACRON                        |
| HSBC-DE | GFAPG2103131 | Rotex Europe Ltd. | EUR | 204,150.00 | PJSC ACRON                        |
| HSBC-DE | GFPEB2102518 | Rotex Europe Ltd. | EUR | 44,220.80  | UTE POTASAS                       |
| HSBC-DE | GFPEB2103139 | Rotex Europe Ltd. | USD | 29,500.00  | Mitsubishi Heavy Industries       |
| HSBC-DE | GFPEB2103140 | Rotex Europe Ltd. | USD | 83,000.00  | Mitsubishi Heavy Industries       |
| HSBC-DE | GFAPG2102596 | Rotex Europe Ltd. | EUR | 26,506.80  | PT.Black Bear Resources Indonesia |
| HSBC-DE | GFCEA2102886 | Rotex Europe Ltd. | GBP | 200,000.00 | HM Revenue and Customs            |
| HSBC-DE | GFPEB2103114 | Rotex Europe Ltd. | EUR | 42,000.00  | Minerali Industriali Engineering  |
| HSBC-DE | GFAPG2200043 | Rotex Europe Ltd. | EUR | 20,370.00  | Azot JSC                          |
| HSBC-DE | GFAPG2103146 | Rotex Europe Ltd. | EUR | 64,500.00  | SNP Handels- und                  |
| HSBC-DE | GFAPG2200114 | Rotex Europe Ltd. | EUR | 15,997.80  | Haarslev Industries S.A.U         |
| HSBC-DE | GFAPG2200129 | Rotex Europe Ltd. | USD | 400,000.00 | Dead Sea Works Limited            |
| HSBC-DE | GFPEB2200287 | Rotex Europe Ltd. | EUR | 78,800.00  | Bunge ZRT                         |
| HSBC-DE | GFAPG2200957 | Rotex Europe Ltd. | EUR | 47,918.40  | Azomures S.A                      |



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| HSBC-DE | GFAPG2201222     | Rotex Europe Ltd.   | EUR | 14,140.50    | Haarslev Industries S.A.U          |
| HSBC-DE | GFREB1800183     | Rotex Europe Ltd.   | EUR | 57,928.50    | INTECSA INDUSTRIAL                 |
| SEB-DE  | OGT3384DEU       | Coperion GmbH       | EUR | 187,353.60   | TECH. UNIVERSITAT BRAUNSCHWEIG     |
| SEB-DE  | FF5001DG21138081 | Coperion GmbH       | EUR | 102,513.31   | Suedpack Verpackungen GmbH und Co. |
| SEB-DE  | OGT1954DEU       | Coperion GmbH       | EUR | 58,857.40    | AbbVie Deutschland GmbH & Co. KG   |
| SEB-DE  | OGT2420DEU       | Coperion GmbH       | EUR | 103,600.00   | A. Schulmann Plastics S.A.S.       |
| SEB-DE  | OGT2643DEU       | Coperion GmbH       | EUR | 39,994.32    | A.Schulman Thermoplastic Compounds |
| SEB-DE  | OGT2984DEU       | Coperion GmbH       | EUR | 1,815,000.00 | Vogt-Plastic GmbH                  |
| SEB-DE  | OGT3040DEU       | Coperion GmbH       | EUR | 40,355.28    | AbbVie Deutschland GmbH & Co. KG   |
| SEB-DE  | OGT3093DEU       | Coperion GmbH       | EUR | 95,676.00    | BYK Chemie GmbH,                   |
| SEB-DE  | OGT3474DEU       | Coperion GmbH       | EUR | 18,391.21    | Pfeifer & Langen GmbH & Co.KG      |
| SEB-DE  | OGT3475DEU       | Coperion GmbH       | EUR | 38,020.50    | Kuenzel Maschinenbau GmbH          |
| SEB-DE  | OGT3733DEU       | Coperion GmbH       | EUR | 301,665.00   | MASCHINENFABRIK GUSTAV EIRICH      |
| SEB-DE  | FF5001VG20908637 | Coperion GmbH (CST) | EUR | 105,487.20   | Borealis Polyolefine GmbH          |
| SEB-DE  | OGT1886DEU       | Coperion GmbH (CST) | EUR | 159,934.00   | Silva Green Fuel DA                |
| SEB-DE  | FF5001VG21908702 | Coperion GmbH (CST) | EUR | 46,660.00    | Repsol Quimica S.A.                |
| SEB-DE  | FF5001DG21137745 | Coperion GmbH (CST) | EUR | 6,176,242.80 | Brueckner Maschinenbau GmbH and    |
| SEB-DE  | FF5001DG113781   | Coperion GmbH (CST) | EUR | 1,243,431.00 | Brueckner Maschinenbau GmbH and    |
| SEB-DE  | OGT2055DEU       | Coperion GmbH (CST) | EUR | 433,501.20   | NGK Ceramics Europe S.A.           |
| SEB-DE  | OGT2421DEU       | Coperion GmbH (CST) | EUR | 50,400.00    | Repsol Quimica S. A.               |
| SEB-DE  | OGT2428DEU       | Coperion GmbH (CST) | EUR | 247,996.00   | Borealis Polymere GmbH             |
| SEB-DE  | OGT2003DEU       | Coperion GmbH (CST) | EUR | 76,219.50    | Lindauer Dornier GmbH              |
| SEB-DE  | OGT2041DEU       | Coperion GmbH (CST) | EUR | 57,120.00    | Brueckner Maschinenbau GmbH and    |
| SEB-DE  | OGT2256DEU       | Coperion GmbH (CST) | EUR | 105,672.00   | Brueckner Maschinenbau GmbH and    |
| SEB-DE  | OGT2255DEU       | Coperion GmbH (CST) | EUR | 105,672.00   | Brueckner Maschinenbau GmbH and    |
| SEB-DE  | OGT2257DEU       | Coperion GmbH (CST) | EUR | 105,672.00   | Brueckner Maschinenbau GmbH and    |

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| SEB-DE  | OGT2565DEU       | Coperion GmbH (CST)  | EUR | 109,200.00    | TIGER Coatings GmbH & Co. KG        |
| SEB-DE  | OGT2695DEU       | Coperion GmbH (CST)  | EUR | 290,955.00    | Brueckner Maschinenbau GmbH and     |
| SEB-DE  | OGT2694DEU       | Coperion GmbH (CST)  | EUR | 290,955.00    | Brueckner Maschinenbau GmbH and     |
| SEB-DE  | OGT2817DEU       | Coperion GmbH (CST)  | EUR | 115,739.40    | DITF Deutsche Institute fuer        |
| SEB-DE  | OGT2848DEU       | Coperion GmbH (CST)  | EUR | 137,587.80    | Brueckner Maschinenbau GmbH and     |
| SEB-DE  | OGT2850DEU       | Coperion GmbH (CST)  | EUR | 137,587.80    | Brueckner Maschinenbau GmbH and     |
| SEB-DE  | OGT2849DEU       | Coperion GmbH (CST)  | EUR | 137,587.80    | Brueckner Maschinenbau GmbH and     |
| SEB-DE  | OGT2852DEU       | Coperion GmbH (CST)  | EUR | 137,587.80    | Brueckner Maschinenbau GmbH and     |
| SEB-DE  | OGT2856DEU       | Coperion GmbH (CST)  | EUR | 28,560.00     | Brueckner Maschinenbau GmbH and     |
| SEB-DE  | OGT3067DEU       | Coperion GmbH (CST)  | EUR | 285,600.00    | Corning GmbH                        |
| SEB-DE  | OGT3123DEU       | Coperion GmbH (CST)  | EUR | 93,355.50     | Brueckner Maschinenbau GmbH and     |
| SEB-DE  | OGT3153DEU       | Coperion GmbH (CST)  | EUR | 238,833.00    | Lindauer Dornier GmbH               |
| SEB-DE  | OGT2860DEU       | Coperion GmbH (CST), | EUR | 168,700.00    | EREMA Engineering Recycling         |
| SEB-DE  | OGT2859DEU       | Coperion GmbH (CST), | EUR | 168,700.00    | EREMA Engineering Recycling         |
| SEB-DE  | FF5001DG20136046 | Coperion GmbH (CWG)  | EUR | 23,740.50     | Thomas Zement GmbH and Co. KG       |
| SEB-DE  | FF5001DG20136249 | Coperion GmbH (CWG)  | EUR | 10,189.73     | Endeco GmbH                         |
| SEB-DE  | FF5001DG18132123 | Coperion GmbH (CWG)  | EUR | 11,900.00     | ThyssenKrupp Industrial Solutions   |
| SEB-DE  | FF5001VG19908053 | Coperion GmbH (CWG)  | EUR | 1,563,184.50  | Mitsubishi Heavy Industries         |
| SEB-DE  | FF5001DG20136402 | Coperion GmbH (CWG)  | EUR | 4,600.00      | Derichs GmbH Verfahrenstechnik      |
| SEB-DE  | OGT1376DEU       | Coperion GmbH (CWG)  | EUR | 11,116.86     | Andritz Fließbett Systeme GmbH      |
| SEB-DE  | OGT1373DEU       | Coperion GmbH (CWG)  | EUR | 10,736.06     | Andritz Fließbett Systeme GmbH      |
| SEB-DE  | FF5001VG21908734 | Coperion GmbH (CWG)  | EUR | 1,028,820.00  | Sinopec Engineering Incorporation   |
| SEB-DE  | FF5001DG21137922 | Coperion GmbH (CWG)  | EUR | 14,000.00     | Derichs GmbH Verfahrenstechnik      |
| SEB-DE  | FF5001VG21908907 | Coperion GmbH (CWG)  | EUR | 173,344.10    | Borealis Antwerpen NV               |
| SEB-DE  | FF5001DG21138015 | Coperion GmbH (CWG)  | EUR | 6,759.91      | Luebbers Anlagen und Umwelttechnik  |
| SEB-DE  | OGT1882DEU       | Coperion GmbH (CWG)  | EUR | 77,639.17     | BOKELA GmbH                         |
| SEB-DE  | OGT1875DEU       | Coperion GmbH (CWG)  | EUR | 1,144,200.00  | FORMOSA Chemicals Industries        |
| SEB-DE  | OGT1876DEU       | Coperion GmbH (CWG)  | EUR | 1,144,200.00  | FORMOSA Chemicals Industries        |
| SEB-DE  | OGT1893DEU       | Coperion GmbH (CWG)  | EUR | 128,520.00    | SE Tylose GmbH & Co. KG             |
| SEB-DE  | OGT2258DEU       | Coperion GmbH (CWG)  | EUR | 3,745.98      | Andritz Fließbett Systeme GmbH      |
| SEB-DE  | OGT2362DEU       | Coperion GmbH (CWG)  | EUR | 62,631.60     | Borealis Antwerpen NV               |
| SEB-DE  | OGT2452DEU       | Coperion GmbH (CWG)  | EUR | 10,996.79     | Andritz Fließbett Systeme GmbH      |
| SEB-DE  | OGT2894DEU       | Coperion GmbH (CWG)  | EUR | 24,829.35     | Andritz Fließbett Systeme GmbH      |
| SEB-DE  | OGT3021DEU       | Coperion GmbH (CWG)  | EUR | 14,970.00     | SASA Polyester SAN. A.S.            |
| SEB-DE  | OGT3179DEU       | Coperion GmbH (CWG)  | EUR | 81,250.00     | Borealis Antwerpen NV               |
| SEB-DE  | OGT3239DEU       | Coperion GmbH (CWG)  | EUR | 17,465.40     | SWISS KRONO SAS                     |
| SEB-DE  | OGT3330DEU       | Coperion GmbH (CWG)  | EUR | 27,720.00     | S.C. Azomures S.A.                  |
| SEB-DE  | OGT3340DEU       | Coperion GmbH (CWG)  | EUR | 77,639.17     | BOKELA GmbH                         |
| SEB-DE  | OGT3465DEU       | Coperion GmbH (CWG)  | EUR | 44,671.80     | Radar Process, S.L.                 |
| SEB-DE  | OGT3501DEU       | Coperion GmbH (CWG)  | EUR | 3,450.00      | Petlas Lastik San.ve Tic. A.S.      |
| SEB-DE  | OGT3682DEU       | Coperion GmbH (CWG)  | EUR | 20,825.00     | THYSSENKRUPP INDUSTRIAL             |
| SEB-DE  | OGT3892DEU       | Coperion GmbH (CWG)  | EUR | 93,277.20     | AMMAG GmbH Schuettguttechnik        |
| SEB-DE  | OGT3901DEU       | Coperion GmbH (CWG)  | EUR | 27,083.10     | AMMAG GMBH SHUETTUTTECHNIK          |
| SEB-DE  | OGT2432DEU       | Rotex Europe Ltd.    | USD | 108,974.90    | Arab Potash Co Plc                  |
| SMBC-DE | 8804 759313      | Coperion GmbH        | EUR | 11,348,570.00 | ZHEJIANG Petroleum & Chemical Co.,  |
| SMBC-DE | 8804 759207      | Coperion GmbH        | EUR | 1,596,000.00  | Zhangzhou CHIMEI Chemical Co., Ltd. |
| SMBC-DE | 8804759573       | Coperion GmbH        | EUR | 100,363.20    | Akzo Nobel Performance Coatings     |
| SMBC-DE | 8804758290       | Coperion GmbH (CST)  | EUR | 14,800.00     | Covestro (Thailand) Co. Ltd.        |
| SMBC-DE | 8804759256       | Coperion GmbH (CST)  | EUR | 260,370.00    | Akzo Nobel Chang Cheng Coatings     |
| SMBC-DE | 8804 759501      | Coperion GmbH (CST)  | EUR | 1,635,000.00  | FAR EASTERN Ishizuka Green PET Co.  |

|         |               |                      |     |               |                                   |
|---------|---------------|----------------------|-----|---------------|-----------------------------------|
| DZBA-DE | GENOGA34028SB | Coperion GmbH (CST), | EUR | 1,773,026.40  | SK Engineering and Construction   |
| DZBA-DE | GENOGA34559SB | Coperion GmbH (CST)  | EUR | 1,540,000.00  | FUJIAN Zhong Jing Petrochemical   |
| DZBA-DE | GENOGA34441SB | Coperion GmbH (CST)  | EUR | 3,253,800.00  | Ningxia Baofeng Energy Group Co.  |
| DZBA-DE | GENOGA34440SB | Coperion GmbH (CST)  | EUR | 27,469,940.40 | Inner Mongolia Baofeng Coal Based |
| DZBA-DE | GENOGA34880SB | Coperion GmbH (CST)  | EUR | 2,159,400.00  | CHINA PETROLEUM MATERIALS COMPANY |

**SCHEDULE 17**  
**LIST OF EXISTING FINANCIAL INDEBTEDNESS AND EXISTING SECURITY**

**Indenture**

**Description**

Senior Unsecured Notes, issued pursuant to the Indenture between Hillenbrand, Inc. and U.S. Bank National Association, as trustee, dated as of July 9, 2010, and that certain Supplemental Indenture, dated as of January 10, 2013, by and among Hillenbrand, Inc., the Guarantors party thereto, and U.S. Bank National Association, as trustee, and that certain Supplemental Indenture No. 2, dated as of April 16, 2016, by and among Hillenbrand, Inc., the Guarantors party thereto, and U.S. Bank National Association, as trustee, and that certain Supplemental Indenture No. 3, dated as of September 25, 2019, by and among Hillenbrand, Inc., the Guarantors party thereto, and U.S. Bank National Association, as trustee, and that certain Supplemental Indenture No. 4, dated as of June 16, 2020, by and among Hillenbrand, Inc., the Guarantors party thereto, and U.S. Bank National Association, as trustee, and that certain Supplemental Indenture No. 5, dated as of December 15, 2020, by and among Hillenbrand, Inc., the Guarantors party thereto, and U.S. Bank National Association, as trustee, and that certain Supplemental Indenture No. 6, dated as of December 15, 2020, by and among Hillenbrand, Inc., the Guarantors party thereto, and U.S. Bank National Association, as trustee, and that certain Supplemental Indenture No. 7, dated as of March 31, 2021, by and among Hillenbrand, Inc., the Guarantors party thereto, and U.S. Bank National Association, as trustee.

| <b>Interest Rate</b>    | <b>Maturity</b> | <b>Amount</b>  |
|-------------------------|-----------------|----------------|
| 5.75% June 15, 2025     |                 | \$ 400,000,000 |
| 4.5% September 15, 2026 |                 | \$ 375,000,000 |
| 3.75% March 1, 2031     |                 | \$ 350,000,000 |

**Other Agreements:**

The Series A Senior Notes up to a maximum principal amount of \$200,000,000 and related indebtedness issued pursuant to that certain Private Shelf Agreement dated as of December 6, 2012, by and among Hillenbrand, Inc. and PGIM, Inc. (f/k/a Prudential Investment Management, Inc.), as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including the \$100,000,000 4.6% Series A Senior Notes issued December 15, 2014 thereunder.

Indebtedness incurred from time to time pursuant to the Existing US Facility Agreement, as amended, restated, amended and restated, supplemented or otherwise modified.

The Credit Facilities of Milacron India Private Limited with HDFC Bank in an aggregate principal amount of 520 million Rupees, secured by a hypothecation charge on stock and book debts of Ahmedabad Unit only (excluding stock and book debts of Mold Master Division) and a charge on plant and Machinery of Ahmedabad Unit only (excluding Assets of Mold Master Division).

**Existing Security:**

The Liens securing the Credit Facilities of Milacron India Private Limited, as further described above.

As of May 31, 2022, Milacron India Private Limited, an indirect wholly-owned subsidiary of Hillenbrand, Inc., had approximately USD \$1,025,873 of restricted cash, representing aggregate customer deposits, on deposit with HSBC Bank.

**SIGNATURES**

[Intentionally deleted]

[Hillenbrand – L/G Facility – Signature page]

**SIGNATURES**

**THE COMPANY**

**Hillenbrand, Inc.**

/s/ Theodore S. Haddad, Jr.

By: Theodore S. Haddad, Jr.  
Title: Vice President and Treasurer  
Address: One Batesville Boulevard  
Batesville, Indiana 47006

## THE BORROWERS

### Hillenbrand, Inc.

/s/ Theodore S. Haddad, Jr.

By: Theodore S. Haddad, Jr.  
Title: Vice President and Treasurer  
Address: One Batesville Boulevard  
Batesville, Indiana 47006

### Coperion GmbH

/s/ Stefan Rottke

By: Stefan Rottke  
Title: Managing Director  
Address: Theodorstraße 10,  
70469 Stuttgart

/s/ Ulrich Bartel

By: Ulrich Bartel  
Title: Managing Director  
Address: Theodorstraße 10,  
70469 Stuttgart

*[Hillenbrand - Signature Page to Amendment Agreement]*

### Coperion K-Tron (Schweiz) GmbH

/s/ Theodore S. Haddad, Jr.

By: Theodore S. Haddad, Jr.  
Title: Authorized Signatory  
Address: Lenzhardweg 43/45  
CH-5702 Niederlenz, Switzerland

### Rotex Europe Ltd.

/s/ James David Huchison

By: James David Huchison  
Title: Director  
Address: Archway House, Station Road,  
Chester, England, CH1 3DR

## THE GUARANTORS

### Hillenbrand, Inc.

/s/ Theodore S. Haddad, Jr.

By: Theodore S. Haddad, Jr.  
Title: Vice President and Treasurer  
Address: One Batesville Boulevard  
Batesville, Indiana 47006

*[Hillenbrand - Signature Page to Amendment Agreement]*

**Process Equipment Group, Inc.**

/s/ Theodore S. Haddad, Jr.

By: Theodore S. Haddad, Jr.

Title: Treasurer

Address: One Batesville Boulevard  
Batesville, Indiana 47006

**K-Tron Investment Co.**

/s/ Theodore S. Haddad, Jr.

By: Theodore S. Haddad, Jr.

Title: Vice President and Assistant Treasurer

Address: One Batesville Boulevard  
Batesville, Indiana 47006

**Hillenbrand Luxembourg Inc.**

/s/ Theodore S. Haddad, Jr.

By: Theodore S. Haddad, Jr.

Title: Treasurer

Address: One Batesville Boulevard  
Batesville, Indiana 47006

*[Hillenbrand - Signature Page to Amendment Agreement]*

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**Milacron Plastics Technologies Group LLC**

/s/ Theodore S. Haddad, Jr.

By: Theodore S. Haddad, Jr.

Title: Treasurer

Address: One Batesville Boulevard  
Batesville, Indiana 47006

**Milacron Marketing Company LLC**

/s/ Theodore S. Haddad, Jr.

By: Theodore S. Haddad, Jr.

Title: Treasurer

Address: One Batesville Boulevard  
Batesville, Indiana 47006

**Milacron LLC**

/s/ Theodore S. Haddad, Jr.

By: Theodore S. Haddad, Jr.

Title: Treasurer

Address: One Batesville Boulevard  
Batesville, Indiana 47006

*[Hillenbrand - Signature Page to Amendment Agreement]*

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THE AGENT

Commerzbank Aktiengesellschaft

By: /s/ Marie-Thérèse Nobest /s/ Marcus Gögler  
Marie-Thérèse Nobest Marcus Gögler

[Hillenbrand - Signature Page to Amendment Agreement]

BOOKRUNNER AND MANDATED LEAD ARRANGER

Commerzbank Aktiengesellschaft

By: /s/ Dominik Müller /s/ Christian Müller  
Dominik Müller Christian Müller

MANDATED LEAD ARRANGERS

DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, NEW YORK BRANCH

By: /s/ Oliver Hildebrand /s/ Harry Moreno  
Oliver Hildebrand Harry Moreno

HSBC Trinkaus & Burkhardt GmbH

By: /s/ Marc Bernhof /s/ Tobias Rolfes  
Marc Bernhof Tobias Rolfes  
Director Director

Skandinaviska Enskilda Banken AB (publ) Frankfurt Branch

By: /s/ Michael Leitzbach /s/ Geraldine Maschke  
Michael Leitzbach Geraldine Maschke  
Head of Corporate Banking Germany Head of Client Portfolio Management Germany

Sumitomo Mitsui Banking Corporation

By: /s/ Haruhisa Okamoto /s/ Stefanie Scheerer  
Haruhisa Okamoto Stefanie Scheerer  
Managing Director Executive Director

[Hillenbrand - Signature Page to Amendment Agreement]

THE LENDERS

COMMERZBANK Aktiengesellschaft

By: /s/ Frank Made /s/ Meyer  
Frank Made Meyer  
Director

DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, NEW YORK BRANCH

By: /s/ Oliver Hildebrand /s/ Harry Moreno  
Oliver Hildebrand Harry Moreno

**HSBC Trinkaus & Burkhardt GmbH**

|                             |                          |
|-----------------------------|--------------------------|
| By: <u>/s/ Marc Bernhof</u> | <u>/s/ Tobias Rolfes</u> |
| Marc Bernhof                | Tobias Rolfes            |
| Director                    | Director                 |

**Skandinaviska Enskilda Banken AB (publ) Frankfurt Branch**

|                               |   |
|-------------------------------|---|
| By: <u>/s/ Stefan Pletzer</u> | <u>/s/ Geraldine Maschke</u>                |
| Stefan Pletzer                | Geraldine Maschke                           |
| Head of Institutional Banking | Head of Client Portfolio Management Germany |

**Sumitomo Mitsui Banking Corporation**

|                                 |                              |
|---------------------------------|------------------------------|
| By: <u>/s/ Haruhisa Okamoto</u> | <u>/s/ Stefanie Scheerer</u> |
| Haruhisa Okamoto                | Stefanie Scheerer            |
| Managing Director               | Executive Director           |

*[Hillenbrand - Signature Page to Amendment Agreement]*

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