FORM 8-K

Current report filing

Filing Date: **2018-11-15** | Period of Report: **2018-11-15**
SEC Accession No. 0000933974-18-000023

(HTML Version on secdatabase.com)

FILER

BROOKS AUTOMATION INC
CIK:**933974**| IRS No.: **043040660** | State of Incorp.:**DE** | Fiscal Year End: **0930**
Type: **8-K** | Act: **34** | File No.: **000-25434** | Film No.: **181188020**
SIC: **3559** Special industry machinery, nec

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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): November 15, 2018

BROOKS AUTOMATION, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware	**0-25434**	**04-3040660**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

15 Elizabeth Drive, Chelmsford, MA	**01824**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: (978) 262-2400

N/A

(Former name or former address, if changed since last report.)

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

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

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

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

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

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

Emerging growth company ☐

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

Item 1.01. Entry into a Material Definitive Agreement

On November 15, 2018, Brooks Automation, Inc. (the "Company") and its subsidiary, BioStorage Technologies, Inc., entered into that certain Incremental Amendment (the "Amendment") to that certain Credit Agreement, dated as of October 4, 2017 (the "Existing Credit Agreement"), among the Company, the several lenders party thereto from time to time and Morgan Stanley Senior Funding, Inc., as administrative agent for the lenders. Under the Amendment, the Company obtained a senior secured U.S. dollar term loan incremental facility in an aggregate principal amount of $350,000,000 (the "Incremental Loan"), which is secured on a pari passu basis with the Initial Term B Loans (as defined in the Existing Credit Agreement). The proceeds of the Incremental Loan were used to finance the closing of the Company's previously announced acquisition of Genewiz Group, an exempted company with limited liability incorporated under the Laws of the Cayman Islands ("Genewiz"). Except as provided in the Amendment, the Incremental Loan is subject to the same terms and conditions as set forth in the Existing Credit Agreement.

The Company may elect that the borrowings comprising the Incremental Loan bear interest at a rate per annum equal to (a) the ABR plus 1.50%; or (b) the Adjusted LIBO Rate plus 2.50%. "ABR" is equal to the highest of (a) the federal funds effective rate plus 1/2 of 1%, (b) the rate of interest per annum from time to time published by the Wall Street Journal as being the prime rate and (c) the one-month LIBO Rate plus 1.00%. "LIBO Rate" is equal to the rate for eurodollar deposits in the London interbank market for a period of one, two, three or six months, in each case selected by the Company (or, if agreed to by each applicable lender, twelve months or less than one month), appearing on Page LIBOR01 of the Reuters screen (or applicable successor screen or service); provided that the LIBO Rate shall not be less than 0%. "Adjusted LIBO Rate" is the LIBO Rate as adjusted for statutory reserve requirements for eurodollar liabilities (if any).

The foregoing description of the Amendment, the Incremental Loan, and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by reference to, the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets

On November 15, 2018, the Company completed its previously announced acquisition of Genewiz, a leading global genomics service provider headquartered in South Plainfield, New Jersey. Pursuant to the Agreement of Merger, dated as of September 26, 2018 (the "Merger Agreement"), by and among the Company, Darwin Acquisition Company, an exempted company with limited liability incorporated under the Laws of the Cayman Islands and wholly owned subsidiary of the Company, Genewiz and Shareholder Representative Services LLC, as the representative of the securityholders of Genewiz, the Company paid a total cash purchase price at closing of $450.0 million, which is subject to adjustment based on Genewiz's cash, transaction expenses, net working capital, indebtedness, accounts receivables (subject to a collar) and other amounts as of the closing. The Company used the proceeds of the Incremental Loan described in Item 1.01 to pay a portion of the purchase price.

The foregoing description of the Merger Agreement and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by reference to, the Merger Agreement, a copy of which is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference.

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

On November 15, 2018, the Company entered into the Amendment. The description of the Amendment, and the related Incremental Loan, set forth under Item 1.01 is hereby incorporated by reference into this Item 2.03 as if fully set forth herein.

(a) Financial statements of business acquired

The Company will file the financial statements required by Item 9.01(a) of Form 8-K, with an amendment to this Current Report on Form 8-K within 71 calendar days after the date upon which this Current Report on Form 8-K must be filed.

(b) Pro forma financial information

The Company will file pro forma financial information required by Item 9.01(b) of Form 8-K, with an amendment to this Current Report on Form 8-K within 71 calendar days after the date upon which this Current Report on Form 8-K must be filed.

(d) Exhibits

2.1*	Agreement of Merger, dated as of September 26, 2018, by and among Brooks Automation, Inc., Genewiz Group, Darwin Acquisition Company, and Shareholder Representative Services LLC.
10.1	Incremental Amendment, dated as of November 15, 2018, to that certain Credit Agreement, dated as of October 4, 2017, among Brooks Automation, Inc., the several lenders party thereto from time to time and Morgan Stanley Senior Funding, Inc., as administrative agent for the Lenders.
99.1	Press release issued on November 15, 2018 by Brooks Automation, Inc.

*Note: As permitted by Item 601(b)(2) of Regulation S-K, certain schedules/exhibits to the agreement have not been filed herewith. Brooks Automation, Inc. will furnish supplementally a copy of any omitted schedule/exhibit to the Commission upon request.

SIGNATURE

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

BROOKS AUTOMATION, INC.

/s/ Jason W. Joseph

Date: November 15, 2018

Jason W.
Joseph
Senior Vice President, General Counsel and Secretary

EXHIBIT INDEX

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*Note: As permitted by Item 601(b)(2) of Regulation S-K, certain schedules/exhibits to the agreement have not been filed herewith. Brooks Automation, Inc. will furnish supplementally a copy of any omitted schedule/exhibit to the Commission upon request.

Exhibit 2.1

Execution Version

AGREEMENT OF MERGER

among

BROOKS AUTOMATION, INC.,

DARWIN ACQUISITION COMPANY,

GENEWIZ GROUP,

and

SHAREHOLDER REPRESENTATIVE SERVICES LLC,

as Holders' Representative

September 26, 2018

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ANNEXES AND EXHIBITS

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (this "Agreement") is dated as of September 26, 2018 by and among Brooks Automation, Inc., a Delaware corporation ("Parent"), GENEWIZ Group, an exempted company with limited liability incorporated under the Laws of the Cayman Islands (the "Company"), Darwin Acquisition Company, an exempted company with limited liability incorporated under the Laws of the Cayman Islands ("Merger Sub"), and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as representative of the Holders (the "Holders' Representative"). Each of Parent, Merger Sub, the Company and Holders' Representative may be individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Company, Parent and Merger Sub intend to effect a merger of Merger Sub with and into the Company (the "Merger") in accordance with this Agreement and the Companies Laws (2018 Revision) of the Cayman Islands (as amended from time to time, the "CCL"), whereupon consummation of the Merger, Merger Sub shall cease to exist and the Company shall become a wholly-owned Subsidiary of Parent;

WHEREAS, the Company Board Approval has been obtained pursuant to which the Board of Directors of the Company has approved, adopted and declared advisable this Agreement and the transactions contemplated hereby, including the Merger and the Cayman Plan of Merger, and resolved to recommend the adoption of this Agreement and the Transactions contemplated by this Agreement to its Stockholders, in accordance with the CCL and upon the terms and subject to the conditions set forth herein;

WHEREAS, the respective board of directors of Parent and Merger Sub have each approved, adopted and declared advisable this Agreement and the transactions contemplated hereby, including the Merger and the Cayman Plan of Merger, in accordance with the CCL and upon the terms and subject to the conditions set forth herein;

WHEREAS, concurrently with the execution and delivery of this Agreement, each of the Holders of shares of Company Preferred Stock are executing and delivering a joinder agreement in the form attached hereto as Exhibit A (each a "Joinder Agreement" and collectively the "Joinder Agreements");

WHEREAS, prior to or immediately following the execution of this Agreement, the Company shall obtain the irrevocable authorization of the execution of this Agreement and the Merger under the Company Organizational Documents (as defined below) and the CCL (as defined below) pursuant to an action by unanimous written consent in lieu of a meeting of the Stockholders, which consent shall constitute (i) the Special Resolution (as defined in the Company Organizational Documents) of the Stockholders required pursuant to the Company Organizational Documents and the CCL; and (ii) the written consent of the holders of a majority of the outstanding shares of Series B Preferred Shares as required pursuant to the Company Organizational Documents (collectively, the "Written Consent"), duly executed by the Stockholders entitled to vote thereon (the "Necessary Stockholder Approval"); and

WHEREAS, concurrently with the execution and delivery of this Agreement, the individuals set forth on Annex I have each executed and delivered to Parent an Offer Letter, each in a form acceptable to Parent (each an "Offer Letter," and collectively, the "Offer Letters").

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

ARTICLE I
DEFINITIONS

Section 1.1. Defined Terms

. The following terms shall have the following meanings in this Agreement:

"409A Gross Up Payment" means any payment made to or on behalf of any Employee or Consultant by the Surviving Corporation or any of its Affiliates after the Closing Date arising out of or relating to (i) Taxes under Section 409A of the Code arising from any action taken by the Company or any of its Subsidiaries prior to the Closing, (ii) any interest or penalties imposed under Section 409A of the Code arising from any action taken by the Company or any of its Subsidiaries prior to the Closing, or (iii) any Taxes imposed upon or payable by the Employee or Consultant with respect to payments described in the foregoing clauses (i) or (ii).

"Accounting Methodology" means in accordance with GAAP and, to the extent not conflicting with GAAP, consistent with the illustrative accounting methods, practices and procedures used in the calculation of the Example Closing Statement set forth in Exhibit C.

"Accounts Receivables" means, as of a specified date, with respect to the Company and its Subsidiaries on a consolidated basis, all accounts receivable net of bad debt reserve, in each case calculated in accordance with Accounting Methodology.

"Accounts Receivables Adjustment Amount" means, as of the Closing, (a) the amount by which total Accounts Receivables are greater than $40,795,069; (b) the amount by which total Accounts Receivables are less than $24,795,069; or (c) zero, if total Accounts Receivables are between $40,795,069 and $24,795,069 (inclusive); *provided* that any amount which is calculated pursuant to clause (b) shall be deemed to be a negative number.

"Action" means any claim, opposition, audit, demand, complaint, suit, action, litigation, arbitration, investigation, hearing, proceeding or other legal proceeding (whether sounding in contract or tort or otherwise, whether civil, criminal, administrative or otherwise and whether brought at law or in equity or under arbitration or administrative regulation, and whether federal, state, or international) notice of violation or other similar legal proceeding by or before a Governmental Authority.

"Admera Health" means Admera Health, LLC.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. For this purpose, "control" (including, with its correlative meanings, "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

"Aggregate Option Exercise Price" means the aggregate exercise price of all In-the-Money Options unexercised as of immediately prior to the Effective Time assuming the Holders thereof exercised such In-the-Money Options in full for cash as of the Effective Time.

"Aggregate Series B Preferred Share Preference" means the product of (i) the preference of each Series B Preferred Share as set forth in clause (i) of the definition of Series B Preferred Per Share Consideration and (ii) the number of Series B Preferred Shares outstanding immediately prior to the Effective Time.

"Anti-Corruption Laws" means all Laws concerning corruption, fraud, theft, embezzlement, bribery, breach of fiduciary responsibility, financial misconduct, obstruction of an investigation, controlled substance or sanctions/embargoes or that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any Governmental Authority or any other Person, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the Anti-Kickback Act of 1986, as amended, the U.K. Bribery Act of 2010, and the Anti-Unfair Competition Law of the PRC, as amended.

"Antitrust Authority" means any Governmental Authority responsible for the enforcement of Antitrust Laws.

"Antitrust Laws" means the Sherman Act, as amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act, as amended, all applicable state and foreign antitrust Laws and all other applicable Laws issued by a Governmental Authority that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

"Bring-Down Alternative Date" means the later of (i) November 15, 2018 and (ii) five (5) Business Days after the date upon which any applicable waiting periods (and extensions thereof) under the HSR Act shall have expired or otherwise terminated.

"Base Merger Consideration" means $450,000,000.

"Business Day" means any day other than a Saturday, Sunday or any other day on which banking institutions in Boston, Massachusetts or the Cayman Islands are authorized or required by Law or order to remain closed.

"Cash" means, as of a specified date, the fair market value of all cash and cash equivalents (including marketable securities and short-term investments) held by the Company and its Subsidiaries, determined in accordance with the Accounting Methodology, net of any Restricted Cash, (a) including checks and wire transfers that have been deposited and (b) excluding outbound checks and wire transfers sent by the Company or any of its Subsidiaries.

"Cayman Plan of Merger" means the plan of merger substantially in the form attached hereto as Exhibit D.

"Certificate" means a certificate representing shares of the Company Capital Stock.

"Change of Control Payment" means any bonus, severance or other payment that is created, accelerated, accrues or becomes payable by the Company or its Subsidiaries, at or prior to the Closing (but, for the avoidance of doubt, excludes "double trigger" obligations where the Contract related to the payment is entered into at or prior to the Closing and the payment obligation is created pursuant to events occurring on or after the Closing; *provided that*, if such payment obligation is created as a result of a termination for "Cause" (as defined in the applicable Contract) or a resignation in each case occurring within 30 days following the Closing Date, then such payment obligation shall be included in the definition of "Change of Control Payment"), to any present or former director, manager, stockholder, Employee or Consultant pursuant to an employment agreement or any other Contract, including any Employer Employment Taxes payable on or triggered by any such payment, in each case, as a result of the execution and delivery of this Agreement or any other Transaction Agreement or the consummation of the Transactions (including the Merger).

"Class A Ordinary Shares" means the Company's Class A Ordinary Shares, par value $0.0001 per share.

"Class B Ordinary Shares" means the Company's Class B Ordinary Shares, par value $0.0001 per share.

"Closing Cash" means the fair market value of all Cash as of the Closing (before taking into account the consummation of the Merger).

"Closing Company Debt" means the total amount of outstanding Company Debt as of the Closing.

"Closing Net Working Capital" means the amount of Net Working Capital as of the Closing.

"Code" means the United States Internal Revenue Code of 1986.

"Company Capital Stock" means the outstanding shares of the Company Common Stock and the outstanding shares of Company Preferred Stock.

"Company Common Stock" means, collectively, the Class A Ordinary Shares and Class B Ordinary Shares.

"Company Debt" means, as at any time with respect to the Company and its Subsidiaries, without duplication, all Liabilities and obligations with respect to principal, accrued and unpaid interest, penalties, premiums and any other fees, expenses and breakage costs on and other payment obligations arising under any (a) indebtedness, whether or not contingent, for borrowed money (including amounts outstanding under overdraft facilities), (b) obligations for the deferred purchase price of property, goods or services (excluding trade payables arising in the Ordinary

Course of Business and other accrued current liabilities to the extent reflected in Closing Net Working Capital, but including any earnouts, contingency payments, seller notes, promissory notes or similar liabilities, in each case, related to past acquisitions by the Company or any of its Subsidiaries and for the avoidance of doubt, whether or not contingent), (c) obligations evidenced by any note, bond, debenture, guarantee or other debt security or similar instrument or Contract, (d) all obligations, contingent or otherwise, in respect of letters of credit and banker's acceptance or similar credit transactions, to the extent drawn, (e) obligations, to the extent payable if such Contract is terminated at Closing, under Contracts relating to interest rate protection or other hedging arrangements to which the Company or any Subsidiary is a party, (f) Taxes Payable, (g) customer deposits and unearned revenue net of any advances made to suppliers (calculated in accordance with the Accounting Methodology), (h) Other Payables, (i) any accrued and unpaid bonuses for any performance period ending on or before December 31, 2017, and (j) guarantees of the types of obligations described in sub clauses (a) though (i) above; *provided* that, for the avoidance of doubt, "Company Debt" shall not include any obligations solely between or among the Company and its Subsidiaries or any amounts reflected in Net Working Capital or Company Transaction Expenses; *provided*, *further*, that "Company Debt" shall exclude Liabilities under all capital leases.

"Company Intellectual Property Rights" means all Intellectual Property Rights owned by the Company or any of its Subsidiaries or that the Company or any of its Subsidiaries is licensed to use in connection with the business of the Company or any of its Subsidiaries as currently conducted, including all Intellectual Property Rights in and to Company Technology.

"Company Material Adverse Effect" means, with respect to the Company and its Subsidiaries (on a consolidated basis), any fact, condition, event, change, circumstance or effect that, individually or in the aggregate with all other facts, conditions, changes, circumstances and effects, has, or would reasonably be expected to have, a material adverse effect on (a) the business, assets, results of operations or condition of the Company and its Subsidiaries (financial or otherwise), taken as a whole or (b) the Company's ability to perform its obligations under the Transaction Agreements to which it is a party, or to consummate the Merger in accordance with this Agreement; *provided, however*, that any determination of whether there has been a Company Material Adverse Effect shall not include any effect, change, event, occurrence or state of facts that arises out of or results from (i) conditions that generally affect the industry in which the Company and its Subsidiaries operate, (ii) a change in general economic, political, social, regulatory, business, economic, financial, credit or capital market conditions, including interest or exchange rates, (iii) any change in accounting requirements or principles required by GAAP (or any interpretations thereof) or required by any change in Laws (or any interpretations thereof), (iv) any adoption, implementation, promulgation, repeal, modification, reinterpretation or proposal of any Law, (v) any outbreak, escalation or acts of terrorism or sabotage, armed hostility or war (whether or not declared) or any weather-related event, fire or natural disaster or other national or international calamity or worsening of any of the occurrences or conditions referred to in this clause (v), (vi) the announcement of the execution of this Agreement or the pendency of the Transactions, (vii) the identity of Parent or any of its Affiliates as the acquiror of the Company or any facts or circumstances concerning Parent or any of its Affiliates, (viii) the taking of any action specifically required to be taken by, or permitted by or the failure to take any action prohibited by, this Agreement or consented to or requested by Parent, or (ix) any failure to meet internal or published projections, forecasts, performance measures, operating statistics or revenue or earnings

predictions for any period (*provided* that, except as otherwise provided in this definition, the underlying causes of such failure referred to in this clause (ix) may be considered in determining whether there is a Company Material Adverse Effect); *provided*, *however*, that the exceptions set forth in clauses (i), (ii), (iii), (iv) and (v) shall only apply to the extent that such event, circumstance, change or effect does not have a materially disproportionate impact on the Company and its Subsidiaries, taken as a whole, compared to other companies that operate in the industries in which the Company and its Subsidiaries operate.

"Company Option" means an outstanding option granted pursuant to, or outside of, any Company Option Plan and any other option or other right (including any commitment to grant options or other rights) to purchase or otherwise acquire Company Capital Stock, including restricted stock units, whether or not vested or exercisable.

"Company Option Plan" means the Genewiz Group 2016 Equity Incentive Plan.

"Company Plans" means (a) "employee benefit plans" (as defined in Section 3(3) of ERISA, as amended), (b) individual employment, consulting, change in control, severance or other agreements or arrangements and (c) other benefit plans, policies, agreements or arrangements, including bonus or other incentive compensation, stock purchase, equity or equity-based compensation, deferred compensation, profit sharing, change in control, severance, pension, retirement, welfare, sick leave, vacation, loans, salary continuation, health, dental, disability, flexible spending account, service award, fringe benefit, life insurance and educational assistance plan, policies, agreements or arrangements under which any current or former Employee, Consultant, officer, manager or director of the Company or any of its Subsidiaries participates and which is maintained, contributed to or participated in by the Company or any of its Subsidiaries, or with respect to which the Company or any of its Subsidiaries has or may have any obligation or Liability, contingent or otherwise.

"Company Preferred Stock" means, collectively, the Series A Preferred Shares, Series A-1 Preferred Shares, Series A-2 Preferred Shares and Series B Preferred Shares.

"Company Series A Preferred Stock" means, collectively, the Series A Preferred Shares, Series A-1 Preferred Shares and Series A-2 Preferred Shares.

"Company Technology" means any and all Technology that is owned or licensed by the Company or any of its Subsidiaries in connection with the business of the Company or any of its Subsidiaries as currently conducted.

"Company Transaction Expenses" means an amount equal to the sum of (a) the aggregate fees and expenses payable or reimbursable by the Company and/or its Subsidiaries to third parties in connection with the negotiation, entering into and consummation of this Agreement and the Transactions, including the Merger, including the fees and expenses of investment bankers, finders, consultants, attorneys, accountants and others advisors engaged by the Company and/or its Subsidiaries in connection with the Transactions, including the Merger, but excluding the Audit Costs, plus (b) all Change of Control Payments, plus (c) 50% of the R&W Insurance Policy premium, plus (d) 50% of the cost of the D&O Tail Insurance, and plus (e) 50% of the cost for any filing made as required under any applicable Antitrust Law (including the HSR Act) in connection

with the Transactions (but, for the avoidance of doubt, excluding attorney's fees incurred by Parent and its Affiliates in connection therewith), in each case in this definition (i) with respect to Contracts, pursuant to any Contract entered into by the Company or its Subsidiaries prior the Closing and (ii) except to the extent paid at or prior to the Closing. Notwithstanding anything herein to the contrary, "Company Transaction Expenses" shall be reduced by the amount of all fees and expenses incurred by the Company and its Subsidiaries in connection with the preparation of and delivery of the financial statements and other deliverables set forth in Section 5.16 and Section 6.1.17 that were pre-approved in writing by Parent (the "Audit Costs").

"Confidentiality Agreement" means the Confidential Disclosure Agreement, dated as of February 7, 2018, between Parent and the Company or one of its Affiliates, as it may be amended from time to time.

"Contract" means any contract, loan or credit agreement, debenture, note, guaranty, bond, mortgage, indenture, deed of trust, license, lease or other agreement, arrangement or instrument (in each case, as applicable, whether written or oral) that is legally binding.

"Covered Taxes" means (a) any Taxes imposed on or payable by or with respect to the Company or any of its Subsidiaries (other than any Transfer Taxes) for any Pre-Closing Tax Period (determined, in the case of any Straddle Period, in the manner set forth in Section 5.8.2), including, for the avoidance of doubt, any Taxes arising with respect to amounts includible in income under Sections 951, 951A and 956 of the Code (or any similar provision of state, local or foreign Law) to the extent attributable to a Pre-Closing Tax Period or the portion of a Straddle Period ending on the Closing Date; (b) any Taxes for which the Company or any of its Subsidiaries is liable under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law) by reason of such entity having been a member of any consolidated, combined, unitary, or affiliated Tax group at any time prior to the Closing, as a transferee or successor pursuant to any transaction occurring at or prior to the Closing, or pursuant to a Tax Sharing Agreement entered into at or prior to the Closing; (c) any Taxes imposed on Parent or any of its Affiliates (including the Company and its Subsidiaries) arising from any failure of the Holders or Holders' Representative respectively, to comply with their covenants, agreements or obligations under Section 5.8; (d) the Holder Indemnifying Parties' share of any Transfer Taxes under Section 5.8.1; (e) any Taxes imposed on, or payable by or with respect to, the Company or any of its Subsidiaries arising in connection with, as a result of or arising out of any breach of, or misrepresentation or inaccuracy in, the Tax Representations; (f) any 409A Gross Up Payment; and (g) any withholding or similar Taxes imposed on the Parent or any of its Affiliate in connection with the transactions contemplated by this Agreement that are not attributable to a particular Holder; *provided* that Covered Taxes shall exclude (i) any Losses claimed solely under clause (e) to the extent attributable to Taxes that are imposed on, or payable by or with respect to, the Company or any of its Subsidiaries for any taxable period commencing after the Closing Date other than (x) Taxes arising out of any breach of, or misrepresentation or inaccuracy in the representations or warranties in Section 3.9.11 or Section 3.10.11 and, (y) for the avoidance of doubt, interest, addition to tax or penalties imposed in any period with respect to Taxes of the Company or any of its Subsidiaries relating to a Pre-Closing Period); (ii) all Taxes arising out of or resulting from any action taken by Parent or any of its Affiliates (including, after the Closing, the Company and its Subsidiaries) outside of the Ordinary Course of Business on the Closing Date but after the Closing; (iii) all Taxes imposed on or payable by or with respect to the Company or any of its Subsidiaries arising out of

or resulting from any breach by the Parent or any of its Affiliates (including, after the Closing, the Company and its Subsidiaries) of any covenant or agreement contained in Section 5.8; (iv) Non-Resident Capital Gains Taxes; (v) Covered Withholding Taxes; and (vi) Deferred Taxes.

"Disclosure Schedule" means the Disclosure Schedule, dated as of the date of this Agreement, delivered by the Company to Parent in connection with this Agreement.

"Dissenting Shares" means shares of Company Capital Stock held by a Holder who has properly demanded and not effectively withdrawn or lost such Holder's appraisal, dissenters' or similar rights for such shares under Section 238 of the CCL.

"DOL" means the United States Department of Labor.

"DR Plans" means the disaster recovery and business continuity plans of the Company and its Subsidiaries.

"Effective Date" means the date on which the Effective Time occurs.

"Employer Employment Taxes" means, with respect to any Employee, the sum of (a) the tax imposed by Section 3111(b) of the Code (or any successor provision or any similar provision of state or local Law), and (b) the tax imposed by Section 3111(a) of the Code (or any successor provision or any similar provision of state or local Law).

"Environmental Laws" means all Laws relating to the protection of the environment, the preservation or reclamation of natural resources, the presence, management or Release of, or exposure to, Hazardous Materials, or, as such relates to Hazardous Materials, to human health and safety, including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 et seq.) and, as it relates to Hazardous Materials, the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), each of their state and local counterparts or equivalents, and each of their foreign and international equivalents.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"Escrow Agent" means Citibank, N.A., acting as escrow agent pursuant to the Escrow Agreement.

"Escrow Funds" means the Indemnity Escrow Funds, the General Tax Escrow Funds and the Special Tax Escrow Funds, as applicable.

"Estimated Merger Consideration" means an amount equal to the sum of the Base Merger Consideration plus (a) the estimated Closing Cash, minus (b) the estimated Closing Company Debt, minus (c) the estimated Company Transaction Expenses, minus (d) the Holders' Representative Expenses Amount, (e) plus (i) the amount by which the estimated Closing Net Working Capital exceeds the Net Working Capital Closing Target or minus (ii) the amount by

which the Net Working Capital Closing Target exceeds the estimated Closing Net Working Capital, plus (f) the estimated Accounts Receivables Adjustment Amount, minus (g) the Indemnity Escrow Amount, minus (h) the General Tax Escrow Amount, minus (i) the Special Tax Escrow Amount, minus (j) the Adjustment Holdback Amount. For purposes of this definition, the foregoing clauses (a), (b), (e) and (f) (and the individual elements thereof, as applicable), shall be determined in accordance with the Accounting Methodology.

"Example Closing Statement" means the illustrative calculation, attached hereto as Exhibit C, as of the close of business on August 31, 2018 of (a) Cash, (b) Company Debt, (c) Net Working Capital and (d) Accounts Receivables.

"Final Merger Consideration" means an amount equal to the sum of the Base Merger Consideration plus (a) the Closing Cash, minus (b) the Closing Company Debt, minus (c) the Company Transaction Expenses, minus (d) Holders' Representative Expenses Amount, (e) plus (i) the amount by which the Closing Net Working Capital exceeds the Net Working Capital Closing Target or minus (ii) the amount by which the Net Working Capital Closing Target exceeds the Closing Net Working Capital, plus (f) the Accounts Receivables Adjustment Amount, minus (g) the Indemnity Escrow Amount, minus (h) the General Tax Escrow Amount, minus (i) the Special Tax Escrow Amount, minus (j) the Adjustment Holdback Amount. For purposes of this definition, clauses (a), (b), (e) and (f) (and the individual elements thereof, as applicable) shall be determined in accordance with the Accounting Methodology.

"Fundamental Representations" means the representations and warranties contained (a) in Section 3.1.1 (Valid Existence; Good Standing), Section 3.1.3(a), 3.1.3(b), 3.1.3(c), and the second sentence of 3.1.3(d) (Subsidiaries), Section 3.2.1 (Power and Authority), Section 3.2.2 (Due Authorization of Agreement), Section 3.2.3 (Valid and Binding Agreements), Section 3.21 (Brokers and Other Advisors) and Section 3.3 (Capitalization) (clause (a) collectively, the "Company Fundamental Representations"), (b) Section 4.1 (Organization and Standing and Corporate Power), Section 4.2.1 (Power; Enforceability) and Section 4.6 (Brokers and Other Advisors) (clause (b) collectively, the "Parent Fundamental Representations"), (c) in Sections 1(a), 1(b), 1(c), 1(d)(i) and 1(g) of the Joinder Agreements (clause (c) collectively, the "Holder Fundamental Representations").

"Fully Diluted Shares of Company Capital Stock" means the sum, without duplication, of the aggregate number of shares of Company Capital Stock (on an as converted to Company Common Stock basis) that are issued and outstanding immediately prior to the Effective Time (other than shares to be cancelled in accordance with Section 2.7.2) or issuable upon the exercise of each In-the-Money Option.

"Further Distributions" means the sum of (a) the Released Escrow Amount, plus (b) any portion of the Adjustment Holdback Amount released pursuant to Section 2.15.3, plus (c) the amount of any Adjustment Surplus payable to the Holders pursuant to Section 2.15.3, plus (d) any portion of the Holders' Representative Expenses Amount released pursuant to Section 8.4.5, plus (e) any amount payable to the Holders pursuant to Section 5.15.1, in each case without interest, if, when and to the extent payable pursuant to Article II, Article VIII and the Escrow Agreement.

"Further Distributions Per Share" means the Series B Preferred Further Distributions Per Share and the Series A/Common Further Distributions Per Share, as applicable.

"GAAP" means the generally accepted accounting principles in the United States.

"General Tax Escrow Amount" means $15,000,000.

"General Tax Escrow Funds" means, at any time, the portion of the General Tax Escrow Amount then remaining in escrow with the Escrow Agent pursuant to the Escrow Agreement (plus any interest paid on such General Tax Escrow Amount in accordance with the Escrow Agreement).

"Governmental Authority" means any (a) nation, region, state, county, city, town, village, district or other jurisdiction, (b) federal, state, local, municipal, foreign or other government, (c) department, agency or instrumentality of a foreign or other government, including any state-owned or state-controlled instrumentality of a foreign or other government, (d) governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department or other entity and any court or other tribunal of competent jurisdiction), (e) international or multinational organization formed by states or governments, (f) organization that is designated by executive order pursuant to Section 1 of the United States International Organizations Immunities Act (22 U.S.C. 288 of 1945), as amended and the rules and regulations promulgated thereunder or (g) other body entitled to exercise any administrative, executive, judicial, legislative, police or regulatory authority or Taxing Authority.

"Hazardous Materials" means any material, substance or waste that is regulated, classified, or otherwise characterized under or pursuant to any Environmental Law as "hazardous", "toxic", a "contaminant", "radioactive" or words of similar meaning or effect, including petroleum and its by-products, asbestos, polychlorinated biphenyls, radon, mold, urea formaldehyde insulation, chlorofluorocarbons and all other regulated ozone-depleting substances.

"Health Care Laws" means any Laws relating to health care regulatory and reimbursement matters, including, without limitation, (i) the Federal Ethics in Patient Referrals Act, also known as the Stark Law, 42 U.S.C. § 1395nn, and all regulations promulgated thereunder, (ii) the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b), and all regulations promulgated thereunder, (iii) the Federal False Claims Act, 31 U.S.C. § 3729 et seq., and all regulations promulgated thereunder, (iv) the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 321 et seq., and all regulations promulgated thereunder, (v) the Public Health Service Act, 42 U.S.C. § 201 et seq., and all regulations, agency guidance or similar legal requirement promulgated thereunder, (vi) the Clinical Laboratory Improvement Amendments, 42 U.S.C. § 263a, and all regulations, agency guidance or similar legal requirements promulgated thereunder, (vii) the Medicare Act, 42 U.S.C. § 1395 et seq., and all regulations, agency guidance, or similar legal requirement promulgated thereunder, (viii) state self-referral, anti-kickback, fee-splitting and patient brokering Laws, (ix) Information Privacy and Security Laws related to genetic testing and the privacy of genetic testing results, (x) state Laws governing the licensure and operation of clinical laboratories and billing for clinical laboratory services, (xi) state and federal laws applicable to the permitting and operation of research laboratories, (xii) federal, state and local biosafety regulations and guidelines; and (xiii) laws governing the interstate transport of etiologic agents and the disposal of infectious waste.

"HIPAA" means, collectively, Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), implementing regulations promulgated thereunder and related guidance issued from time to time.

"Holder" means any Stockholder or any holder of any In-the-Money Options.

"Holder Indemnified Persons" means the Holders and their Affiliates and each of their respective equity holders, directors, officers, employees, Affiliates, agents, successors and assigns.

"Holder Indemnifying Persons" means the Holders that have executed and delivered a Joinder Agreement.

"Holders' Representative Expenses Amount" means $100,000.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Income Taxes" means any Taxes that are based on, or computed with respect to, net income or earnings or gross income or earnings (or any franchise Tax or other Tax in connection with doing business imposed in lieu thereof).

"In-the-Money Option" means a Vested Option for which the Option Per Share Consideration is greater than zero.

"Indemnification Sharing Percentage" means, at any time, with respect to each Holder, a proportion equal to (a) the aggregate Series B Preferred Per Share Consideration, Series A/Common Per Share Consideration, Further Distributions Per Share and Option Per Share Consideration, as applicable, paid to such Holder, over (b) the aggregate Series B Preferred Per Share Consideration, Series A/Common Per Share Consideration, Further Distributions Per Share and Option Per Share Consideration paid to all Holders (the "Holder Pro Rata Portion"); *provided that*, if prior to the Closing, the Company fails to deliver to Parent duly executed Joinder Agreements from Holders holding at least 95% of the Fully Diluted Shares of Company Capital Stock (the shortfall below 95%, the "Coverage Shortfall Percentage"), then the Indemnification Sharing Percentage of each Joinder Holder, shall be increased proportionally by each such Joinder Holder's Holder Pro Rata Portion of the Coverage Shortfall Percentage.

"Indemnity Escrow Amount" means $2,250,000.

"Indemnity Escrow Funds" means, at any time, the portion of the Indemnity Escrow Amount then remaining in escrow with the Escrow Agent pursuant to the Escrow Agreement (without any interest paid on such Indemnity Escrow Amount in accordance with the Escrow Agreement).

"Information Privacy and Security Laws" means all applicable Laws concerning privacy, data protection and/or data security, including with respect to the collection, storage, transmission, transfer (including cross-border transfers) of Personal Data (including any Laws of jurisdictions where the Personal Data was collected), and all regulations promulgated thereunder, including, to

the extent applicable, HIPAA, state data privacy and breach notification Laws, state social security number protection Laws, any applicable Laws concerning requirements for website and mobile application privacy policies and practices, data or web scraping, call or electronic monitoring or recording or any outbound communications (including, outbound calling and text messaging, telemarketing, and e-mail marketing), the EU General Data Protection Regulation 2016/679 ("GDPR") as implemented in the national jurisdictions, the Federal Trade Commission Act, the Gramm Leach Bliley Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, the CAN-SPAM Act, the Telephone Consumer Protection Act, Children's Online Privacy Protection Act, and the PRC Cyber Security Law.

"Information System" means software, hardware, computer and telecommunications equipment and other information technology and related systems.

"Intellectual Property Rights" means all of the following in any jurisdiction throughout the world: (a) patents and industrial designs, (b) copyrights, mask work rights and intellectual property rights in databases, (c) trade secrets and other intellectual property rights in data, confidential information, or know-how, (d) trademarks, trade names, service marks, service names, trade dress, together with all goodwill associated with each of the foregoing, (e) domain names, rights of publicity and moral rights, and (f) any and all registrations and applications of any of the foregoing and all rights to obtain renewals, extensions (including supplemental protection certificates), continuations, or divisions thereof.

"IRS" means the United States Internal Revenue Service.

"Joinder Holder" means each Holder who has executed and delivered a Joinder Agreement.

"Knowledge" means the actual knowledge of Amy Liao, Steve Sun, Fred Knechtel and Xi Qin and the actual knowledge that any such person would have obtained after reasonable inquiry.

"Law" means any United States federal, state or local or any foreign law (including, without limitation, the laws of the Cayman Islands, England and Wales, France, Germany, Japan and China), statute, ordinance, code, rule, regulation, resolution or promulgation or any Order or any similar provision having the force or effect of law, including Health Care Laws and Information Privacy and Security Laws.

"Liability" means, with respect to any Person, any liability or obligation of such Person whether known or unknown, whether asserted or not asserted, whether determined, determinable or otherwise, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether directly incurred or consequential, whether due or to become due and whether or not required under GAAP to be accrued on the financial statements of such Person.

"Lien" means any charge, encumbrance, claim, equitable ownership interest, collateral assignment, lien, license, option, pledge, security interest, mortgage, deed of trust, right of way, easement, encroachment, servitude, right of first offer or first refusal and any similar encumbrance or condition governing the use, voting (in the case of any equity interest), transfer, receipt of income or exercise of any other attribute of ownership of any kind or nature whatsoever affecting or attached to any asset.

"Loss" means, with respect to any Person, any cost, claim, damage, expense, loss, interest, award, Liability, judgment, deficiency, Tax, settlement, penalties, fees, fines, reasonable legal, accounting and other professional fees and reasonable expenses incurred in the investigation, collection, prosecution, determination and defense of such Losses (including, in each case, in connection with the enforcement of any claim for indemnification hereunder), that is incurred or suffered by such Person.

"Net Working Capital" means, as of a specified date, an amount equal to (a) the current assets of the Company and its Subsidiaries, consisting only of the asset account line items specified as "Current Assets" on the Example Closing Statement (for the avoidance of doubt, not including Accounts Receivable or any Income Tax assets) reduced by (b) the current liabilities of the Company and its Subsidiaries, consisting only of the liability account line items specified as "Current Liabilities" on the Example Closing Statement (including, for the avoidance of doubt, any current Liability for non-Income Taxes, but excluding any current Liability for Income Taxes), in each case as determined in accordance with the Accounting Methodology applied in a manner consistent with the application thereof in the preparation of the Example Closing Statement. For the avoidance of doubt, Net Working Capital shall be calculated exclusive of any amounts included in the calculation of Cash, Company Debt, Company Transaction Expenses, Accounts Receivable or Audit Costs.

"Net Working Capital Closing Target" means negative four million three hundred eighty two thousand nine hundred fifty eight dollars (–$4,382,958).

"Non-Resident Capital Gains Taxes" means any Taxes imposed by a PRC Taxing Authority on a Holder that is a non-resident of the PRC (whether imposed by withholding or otherwise and whether calculated by reference to transfer price, net gain or otherwise) arising as a result of the Merger or the other Transactions.

"Option Per Share Consideration" means with respect to each In-the-Money Option (a) the Series A/Common Per Share Consideration minus (b) the per share exercise or purchase price, if any, of such In-the-Money Option.

"Order" means any order, injunction (whether temporary, preliminary or permanent), judgment, decree, assessment, award or ruling enacted, promulgated, issued, entered, amended or enforced by any Governmental Authority of competent jurisdiction.

"Ordinary Course of Business" means the ordinary course of business of the Company and its Subsidiaries consistent with past practice.

"Organizational Documents" means, with respect to any entity, the certificate of formation, limited liability company agreement, certificate of incorporation, bylaws, memorandum and articles of association, shareholder register (but only with respect to entities organized under the laws of England & Wales or the Cayman Islands), or similar organizational documents of such entity (including, for the avoidance of doubt, the equivalent documents relevant to the jurisdiction in which the entity is incorporated).

"Other Payables" means all Liabilities with respect to (a) short term deferred rent in China and (b) amounts owed in connection with the redemption and/or repurchase of any shares of Company Capital Stock from Amy Liao and/or Steve Sun.

"Parent Indemnified Persons" means the Surviving Corporation, Parent, Merger Sub and their Affiliates and each of their respective equity holders, directors, officers, employees, agents, successors and assigns.

"Parent's Knowledge" means the actual knowledge of Stephen Schwartz, John O'Brien and Jason Joseph .

"Permit" means any permit, license, franchise, certificate, approval, registration or authorization from any Governmental Authority or independent third party accreditation agency, or required by any Governmental Authority to be obtained, maintained or filed.

"Permitted Liens" means: (a) statutory liens with respect to the payment of Taxes which are not yet due or payable (or which may be paid without interest or penalties) or the validity or amount of which is being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, (b) statutory liens of landlords, suppliers, mechanics, carriers, materialmen, warehousemen, service providers or workmen and other similar Liens imposed by Law created in the Ordinary Course of Business for amounts that are not yet delinquent or the validity or amount of which is being contested in good faith by appropriate proceedings, or pledges, deposits or other liens securing the performance of bids, trade contracts, leases or statutory obligations (including workers' compensation, unemployment insurance or other social security legislation), (c) building, zoning, entitlement and other land use regulations imposed by any Governmental Authority with jurisdiction over the Real Property, (d) easements, conditions, covenants, restrictions and other similar matters that are of record with respect to the Real Property that do not materially and adversely affect the use or current occupancy or, with respect to Owned Real Property, the value of the Real Property, (e) standard survey and title exceptions, (f) variations, if any, between tax lot lines and property lines, (g) in the case of Intellectual Property, non-exclusive licenses, options to non-exclusively license, covenants not to sue or other non-exclusive grants of intellectual property, in each case, entered in the Ordinary Course of Business, (h) Liens that will be released at or prior to the Closing and (i) all other Liens listed on Section 1.1 of the Disclosure Schedule.

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

"Personal Data" means (a) any data that can be used to identify, directly or indirectly, an individual and (b) any other information pertaining to an individual that is regulated by applicable data privacy Law but, in each case of (a) and (b), excluding anonymized information and aggregated information that cannot reasonably be used to identify an individual.

"Policy Limit" means the coverage limit of $75,000,000 pursuant to the R&W Insurance Policy.

"Post-Closing Tax Period" means (a) any Tax period beginning after the Closing Date and (b) with respect to a Straddle Period, any portion thereof beginning after the Closing Date.

"PRC" means the People's Republic of China, and shall exclude Taiwan, Hong Kong and Macau for the purpose of this Agreement.

"Pre-Closing Tax Period" means (a) any Tax period ending on or before the Closing Date and (b) with respect to a Straddle Period, any portion thereof ending on the Closing Date.

"Premises" means any building, plant, improvement or structure located on the Real Property.

"Privacy Policy" means the publicly posted privacy policy (or policies), as applicable, of the Company and its Subsidiaries governing the collection, use, retention, processing, distribution and disclosure of Personal Data by the Company and its Subsidiaries.

"Products" means any product or service that the Company or any of its Subsidiaries sells or offers for sale.

"Public Notice 7" means Public Notice 2015 No. 7 issued by the PRC State Administration of Taxation on February 3, 2015, titled "Public Notice of the State Administration of Taxation Regarding Certain Corporate Income Tax Matters on Indirect Transfer of Properties by Non-Tax Resident Enterprises" (关于非居民企业间接转让财产企业所得税若干问题的公告), as amended.

"Public Software" means any software that is (i) distributed as free software or as open source software (e.g., Linux), (ii) subject to any licensing or distribution model that includes as a term thereof any requirement for distribution of source code to licensees or third parties, patent license requirements on distribution, restrictions on future patent licensing terms, or other abridgement or restriction of the exercise or enforcement of any Company Intellectual Property Rights through any means, (iii) licensed or distributed under any Public Software License or under less restrictive free or open source licensing and distribution models such as those obtained under the BSD, MIT, Boost Software License and the Beer-Ware Public Software Licenses or any similar licenses, or (iv) dedicated to the public.

"Public Software License" means any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (b) the Artistic License (e.g., PERL); (c) the Mozilla Public License; (d) the Netscape Public License; (v) the Sun Community Source License (SCSL); (e) the Sun Industry Standards License (SISL); (f) the Apache License; and (g) any licenses that are defined as OSI (Open Source Initiative) licenses as listed on the Opensource.org website.

"R&W Insurance Policy" means collectively, those certain Representations and Warranties Insurance Policies issued by AIG Specialty Insurance Company, Indian Harbor Insurance Company, Great American and Aon TL Sidecar (or, in each case, an Affiliate, as applicable) in connection with this Agreement, as they may be amended, modified or otherwise supplemented from time to time.

"Related Party" means (a) any current or former director (or nominee), manager or officer of the Company or any of its Subsidiaries, (b) any five percent or greater Stockholder of the Company or five percent or greater holder of the Company Options (calculated on an as-converted to Company Common Stock basis) and (c) any relative, spouse, officer, director or Affiliate of any of the foregoing Persons.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing of or migrating into or through the environment or any natural or man-made structure.

"Released Escrow Amount" means any Escrow Funds (or any interest or other income accrued or earned thereon with respect to the Indemnity Escrow Funds and the Special Escrow Funds) that are released to the Payments Administrator and the Surviving Corporation, as applicable, for distribution to the Holders based on their respective Further Distributions Per Share pursuant to the terms and conditions of this Agreement and the Escrow Agreement.

"Representatives" means, with respect to any Person, the officers, directors, employees, investment bankers, financial advisors, attorneys, accountants, agents, successors, assigns, and other representatives of such Person.

"Restricted Cash" means all cash and cash equivalents that are not freely useable and available to the Company and its Subsidiaries because it is subject to restrictions, limitations on use or distribution either by contract, for regulatory or legal purposes.

"SEC" means the United States Securities and Exchange Commission.

"Security Breach" means an actual unauthorized access, destruction, loss, alteration, acquisition or disclosure of any Personal Data controlled by the Company or any of its Subsidiaries.

"Securities Act" means The Securities Act of 1933, as amended.

"Series A/Common Further Distributions Per Share" means the sum of (i) the amount of Further Distributions, when and if distributed, divided by the number of Fully Diluted Shares of Company Capital Stock, until each Series B Preferred Share entitles the Holder thereof to receive in the aggregate out of the Estimated Merger Consideration and the Further Distributions (without duplication) the Series B Participation Cap, and (ii) after the Series B Participation Cap is met pursuant to the foregoing clause (i), the amount of remaining Further Distributions, when and if distributed, divided by the number of Fully Diluted Shares of Company Capital Stock without including the Series B Preferred Shares and/or the Class A Ordinary Shares into which they are convertible in the calculation thereof.

"Series A/Common Per Share Consideration" means the quotient of (i) the sum of the Estimated Merger Consideration plus the Aggregate Option Exercise Price minus the Aggregate Series B Preferred Share Preference divided by (ii) the Fully Diluted Shares of Company Capital Stock, until each Series B Preferred Share receives the Series B Participation Cap, and, thereafter, the Fully Diluted Shares of Company Capital Stock without including the Series B Preferred

Shares and/or the Class A Ordinary Shares into which they are convertible in the calculation thereof.

"Series A Preferred Shares" means the Company's Series A Preferred Shares, par value $0.0001 per share.

"Series A-1 Preferred Shares" means the Company's Series A-1 Preferred Shares, par value $0.0001 per share.

"Series A-2 Preferred Shares" means the Company's Series A-2 Preferred Shares, par value $0.0001 per share.

"Series B Preferred Further Distributions Per Share" means, subject to Section 2.7.3(a) (i) the amount of Further Distributions, when and if distributed, divided by the number of Series B Preferred Shares until each Series B Preferred Share receives in the aggregate from the Estimated Merger Consideration and the Further Distributions (without duplication) the preference of each Series B Preferred Share as set forth in clause (i) of the definition of Series B Preferred Per Share Consideration (which amount under this clause (i) shall be paid to with respect to each Series B Preferred Share before and amounts are paid with respect to the Company Series A Preferred Stock, the Company Common Stock or In-the-Money Options), plus (ii) the Series A/Common Further Distributions Per Share multiplied by the number of Class A Ordinary Share into which such Series B Preferred Share is convertible immediately prior to the Effective Time, until such Series B Preferred Share receives in the aggregate from the Estimated Merger Consideration and Further Distributions (without duplication) an amount equal to the Series B Participation Cap.

"Series B Preferred Per Share Consideration" means an amount for each Series B Preferred Share equal to the sum of (i) the preference per Series B Preferred Share in accordance with the Company Organizational Documents, which amount under this clause (i) shall be paid to with respect to each Series B Preferred Share before any amounts are paid with respect to the Company Series A Preferred Stock, the Company Common Stock or In-the-Money Options (referred to in the Company Organizational Documents as the "Series B Preferred Share Preference Amount"), plus (ii) the Series A/Common Per Share Consideration multiplied by the number of Class A Ordinary Share into which such Series B Preferred Share is convertible immediately prior to the Effective Time, until such Series B Preferred Share receives in the aggregate the product of (A) three (3) multiplied by (B) the per share amount set forth in clause (i) (the "Series B Participation Cap"). For avoidance of doubt, each Series B Preferred Share shall not receive more than the Series B Participation Cap.

"Series B Preferred Shares" means the Company's Series B Preferred Shares, par value $0.0001 per share.

"Special Tax Escrow Amount" means $15,000,000.

"Special Tax Escrow Funds" means, at any time, the portion of the Special Tax Escrow Amount then remaining in escrow with the Escrow Agent pursuant to the Escrow Agreement (without any interest paid on such Special Tax Escrow Amount in accordance with the Escrow Agreement).

"Stockholders" means the holders of Company Capital Stock.

"Subsidiary" means, when used with respect to any Person (other than a natural person), any other Person (other than a natural person) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power (or, in the case of an exempted limited partnership or a partnership, more than 50% of the general partnership interests) are, as of such date, owned directly or indirectly by such first Person, or any other Person that would otherwise be deemed a "subsidiary" of such first Person under Rule 12b-2 promulgated under the Securities Exchange Act of 1934.

"Tax" or "Taxes" means (a) any or all federal, state, local or foreign taxes, charges, fees, customs duties, imposts, levies or other assessments in the nature of taxes, including all net income, gross receipts, capital, sales, use, ad valorem, VAT, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, and (b) any or all interest, penalties, fines, additions to tax or additional amounts imposed by any Taxing Authority in connection with any item described in clause (a).

"Tax Representations" means the representations and warranties set forth in Section 3.9 (Taxes) and in Section 3.10.11 (Compliance with Section 409A of the Code).

"Tax Returns" means with respect to Taxes any return, report, claim for refund, estimate, information return or statement, declaration of estimated tax or other similar document relating to or required to be filed with any Taxing Authority with respect to Taxes, including any schedule or attachment thereto and including any amendment thereof.

"Tax Sharing Agreement" means any agreement relating to the sharing, allocation or indemnification of Taxes or amounts in lieu of Taxes, or any similar Contract (other than an agreement executed in the Ordinary Course of Business, no principal subject matter of which is Taxes).

"Taxes Payable" means any current Liabilities for Income Taxes of the Company and any of its Subsidiaries, but excluding, for the avoidance of doubt, (i) any deferred Tax Liabilities solely to the extent relating to temporary differences between financial and tax accounting and excluding, for the avoidance of doubt, any current deferred cash Tax liabilities (other than any prepaid amount), (ii) any Deferred Taxes and (iii) any Liabilities for non-Income Taxes included in the calculation of Net Working Capital.

"Taxing Authority" means any federal, state, local, or foreign governmental body (including any subdivision, agency, or commission thereof), or any quasi-governmental body, in each case, exercising authority in respect of Taxes.

"Technology" means all technical inventions (whether patentable or not) and know-how, technical information, algorithms, technical processes and techniques, technical data, technical designs, assays, reagents, technical protocols, technical drawings or specifications, technical graphics, technical illustrations, technical artwork, technical documentation and manuals, databases (and the information as reflected therein), computer software (including source code and executable code), firmware, computer hardware, integrated circuits and integrated circuit masks,

electronic, electrical and mechanical equipment and all other forms of technology, embodied in any form, whether or not protectable or protected by patent, copyright, mask work right, trade secret Law, or otherwise and all documentation embodying any of the foregoing.

"Transactions" means any transaction contemplated by this Agreement, including (a) the Merger and the other transactions described in the recitals to this Agreement, and (b) the execution, delivery and performance of the Transaction Agreements other than this Agreement.

"Transaction Agreements" means this Agreement, the Cayman Plan of Merger, the Joinder Agreements, the Escrow Agreement and the Restricted Covenant Agreements.

"VAT" means value added tax or substantially similar consummation tax imposed by a jurisdiction outside of the United States.

"Vested Options" means all Company Options which are vested as of the Closing Date.

"Willful Breach" means a breach of any representation, warranty or covenant or other agreement set forth in this Agreement that is a consequence of an act or failure to act by the other Party with the knowledge that the taking of such act or failure to take such act would cause a breach of this Agreement.

Section 1.2. Terms Defined Elsewhere in this Agreement

. For purposes of this Agreement, the following terms have meanings set forth at the section of this Agreement indicated opposite such term:

Term	Section
"Adjustment Holdback Amount"	2.10
"Adjustment Shortfall"	2.15.3(b)
"Adjustment Surplus"	2.15.3(a)
"Agreement"	Preamble
"Assets"	3.13
"Actual Bring-Down Date"	6.1.1
"Assessment Deductible"	8.2.3(b)
"Audit Costs"	1.1
"Available NOLs"	5.8.8(b)(i)
"Audited Financial Statements"	3.5.1(a)
"Balance Sheet Date"	3.5.1(a)

Term	Section
"CCL"	Recitals
"China Social Insurances"	3.10.9(j)
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ARTICLE II
THE MERGER AND EFFECT OF THE MERGER

Section 2.1. The Merger

. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the CCL, at the Effective Time, Merger Sub shall be merged with and into the Company, and the separate corporate existence of Merger Sub shall thereupon cease and the Company shall continue as the surviving corporation and a wholly owned Subsidiary of Parent. The Company after the Merger is sometimes referred to herein as the "Surviving Corporation."

Section 2.2. Closing

. The closing of the Transactions (the "Closing") shall take place at 10:00 a.m. (Boston time) on the fifth (5th) Business Day following the satisfaction or waiver of the conditions set forth in Article VI (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time) at the offices of Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, unless another time, date or place is agreed to in writing by the Parties (the "Closing Date").

Section 2.3. Effective Time

. Subject to the provisions of this Agreement, as soon as practicable on the Closing Date, the Parties shall file with the Registrar of Companies in the Cayman Islands an executed Cayman Plan of Merger in substantially the form attached hereto as Exhibit D, and the other documents required to effect the Merger as provided in Part XVI of the CCL. The Merger shall become effective at the time the Cayman Plan of Merger is registered by the Registrar of Companies in the Cayman Islands or at such later time as is agreed to by the Parties and specified in the Cayman Plan of Merger (such later time being not later than the 90th day after the date of such registration) (the time at which the Merger becomes effective is herein referred to as the "Effective Time").

Section 2.4. Effects of the Merger

. The Merger shall have the effects set forth in this Agreement and the CCL. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, (a) all the rights, privileges

and powers of the Company and Merger Sub shall vest in the Surviving Corporation, (b) all of the property, real and personal, including causes of action, and every other asset of Merger Sub and the Company, shall vest in the Surviving Corporation without further act or deed and (c) all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

Section 2.5. Organizational Documents of Surviving Corporation

. At the Effective Time, the memorandum and articles of association of the Company shall be amended and restated so as to be identical to the memorandum and articles of association of Merger Sub, as in effect immediately prior to the Effective Time and shall be the memorandum and articles of association of the Surviving Corporation until thereafter amended as provided in its Organizational Documents and applicable Law.

Section 2.6. Management of the Surviving Corporation

2.6.1 Board of Directors. Unless otherwise determined by Parent prior to the Effective Time, the Parties shall take all requisite action so that the directors of Merger Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation immediately following the Effective Time, until their respective successors are duly elected and qualified or their earlier death, resignation or removal in accordance with the Organizational Documents of the Surviving Corporation.

2.6.2 Officers. The Parties shall take all requisite action so that the officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Corporation until their respective successors are duly appointed and qualified or their earlier death, resignation or removal in accordance with the Organizational Documents of the Surviving Corporation.

Section 2.7. Effect of the Merger on Capital Stock

. At the Effective Time, by virtue of the Merger and without any action to be taken on the part of the Holder of any shares of the Company Capital Stock or any shares of capital stock of Merger Sub, or on the part of the Company, Parent, Merger Sub or any other Person, the following shall occur:

2.7.1 Capital Stock of Merger Sub. Each share of the share capital of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and non-assessable common share, par value $0.01 per share, of the Surviving Corporation and collectively shall constitute the only outstanding shares in the share capital of the Surviving Corporation immediately after the Effective Time, and each certificate of Merger Sub evidencing ownership of any such shares immediately prior to the Effective Time shall evidence ownership of such common shares of the Surviving Corporation from and after the Effective Time.

2.7.2 Cancellation of Securities Held by the Company. Any shares of Company Capital Stock that are owned by the Company immediately prior to the Effective Time shall be automatically canceled and shall cease to exist and no consideration shall be delivered in exchange therefor.

2.7.3 Conversion of Capital Stock. Each issued share of Company Capital Stock outstanding immediately prior to the Effective Time (other than shares to be canceled in accordance with Section 2.7.2 or Dissenting Shares) shall, subject to the terms and conditions of this Agreement, be converted into the right to receive the following:

(a) Series B Preferred Shares. Each Series B Preferred Share outstanding immediately prior to the Effective Time (other than any Series B Preferred Shares to be canceled in accordance with Section 2.7.2 or Dissenting Shares) shall be converted into the right to receive (i) an amount, without interest, equal to the Series B Preferred Per Share Consideration in cash and (ii) the nontransferable contingent right to receive the Series B Preferred Further Distributions Per Share, if any. For avoidance of doubt, each Series B Preferred Share shall not receive in the aggregate from the Estimated Merger Consideration and the Further Distributions more than the Series B Participation Cap.

(b) Series A Preferred Stock and Common Stock. Each share of Company Series A Preferred Stock and Company Common Stock outstanding immediately prior to the Effective Time (other than shares of Company Series A Preferred Stock and Company Common Stock to be canceled in accordance with Section 2.7.2 and Dissenting Shares) shall be converted into the right to receive (i) an amount, without interest, equal to the Series A/Common Per Share Consideration in cash and (ii) the nontransferable contingent right to receive such Series A/Common Further Distributions Per Share, if any.

2.7.4 Cancellation of Company Options.

(a) At the Effective Time, each Company Option shall have all rights thereunder cancelled and each former Holder of any cancelled In-the-Money Option in exchange therefor shall be entitled, effective upon the Closing, to (i) an amount in cash, without interest, equal to the product of (A) the Option Per Share Consideration multiplied by (B) the number of shares of Company Capital Stock subject to such In-the-Money Option and (ii) the nontransferable contingent right to receive such shares' applicable portion of the Further Distributions, if any. Each Company Option that is not an In-the-Money Option shall be automatically cancelled for no consideration.

(b) Prior to the Closing, the Company and its board of directors shall, subject to applicable Law, take all actions necessary to give effect to the transactions provided for in this Section 2.7.4 and to ensure that from and after the Effective Time, each Holder of an outstanding Company Option shall cease to have any rights with respect thereto, and take all actions necessary to ensure that the Company Option Plan and all individual option agreements entered into pursuant to the Company Option Plan terminate at the Effective Time.

2.7.5 Rights Cease to Exist. As of the Effective Time, subject to the CCL, all the shares of Company Capital Stock shall no longer be outstanding, shall automatically be

canceled and shall cease to exist and each holder of a Certificate shall cease to have any rights with respect thereto, except the rights set forth herein.

Section 2.8. Delivery of Estimated Merger Consideration Calculation

. Not less than three (3) Business Days prior to the Closing Date, the Company shall prepare and deliver to Parent (for review by Parent) in writing:

2.8.1 the Company's calculation of the Estimated Merger Consideration as of the Closing setting forth, in reasonable detail, an estimation of each of the adjustments made to the Base Merger Consideration in such calculation;

2.8.2 the Company's calculation of the estimated Aggregate Option Exercise Price;

2.8.3 the Company's calculation of the estimated Series A/Common Per Share Consideration, the estimated Series B Preferred Per Share Consideration and the estimated Option Per Share Consideration;

2.8.4 the name, address and the number of shares of Company Capital Stock (both by class or series and on an as converted to Company Common Stock basis) and In-the-Money Options held by each Holder thereof;

2.8.5 the Company's calculation of Fully Diluted Shares of Company Capital Stock;

2.8.6 the Company's calculation of the amount of the Estimated Merger Consideration payable to each Holder;

2.8.7 the Company's calculation of each Holder's Indemnification Sharing Percentage of each of the Indemnity Escrow Amount, the General Tax Escrow Amount and the Special Tax Escrow Amount; and

2.8.8 a list of recipients of any Company Transaction Expenses and holders of Closing Company Debt that will discharged at Closing and the amounts payable thereto.

The calculations listed in the foregoing Section 2.8.1 through Section 2.8.8 shall be set forth on a spreadsheet referred to herein as the "Payment Schedule". Notwithstanding anything in this Agreement to the contrary, the calculation of the Estimated Merger Consideration shall be consistent with the Accounting Methodology. The Company will review any comments proposed by Parent with respect to the Payment Schedule and will consider, in good faith, any appropriate changes.

Section 2.9. Payments At Closing

. At the Closing, Parent shall make, or cause to be made, the following payments by wire transfer of immediately available funds (if applicable):

2.9.1 first, to the respective holders of any Closing Company Debt other than those holders listed on Section 2.9.1 of the Disclosure Schedule, in the aggregate amount of the Closing Company Debt outstanding as of the Closing (the principal amounts of which are set forth on Section 3.5.8 of the Disclosure Schedule) pursuant to payoff letters from each such holder (A) indicating the amount required to discharge such Closing Company Debt in full and terminate all lines of credit thereunder at the Closing (the "Payoff Amount") and (B) if such Closing Company Debt is secured by any Liens, agreeing to release such Liens upon receipt of the applicable Payoff Amount (the "Payoff Letters");

2.9.2 second, to the payees thereof, the Company Transaction Expenses, in each case, as specified in the Payment Schedule and subject to Parent's receipt of customary invoices;

2.9.3 third, to Holders' Representative, the Holders' Representative Expenses Amount;

2.9.4 fourth, to the Escrow Agent, the Indemnity Escrow Amount, the General Tax Escrow Amount and the Special Tax Escrow Amount, each to be held in a separate escrow account established pursuant to the terms of the Escrow Agreement in the form attached hereto as Exhibit E (the "Escrow Agreement") to be entered into by Parent, Holders' Representative and the Escrow Agent immediately prior to the Closing; and

2.9.5 fifth, to Acquiom Financial LLC or another bank or trust company reasonably satisfactory to the Holders' Representative, to act as payments administrator in connection with the Merger (the "Payments Administrator"), (i) the administration fee of the Payments Administrator and (ii) cash in U.S. Dollars in an amount sufficient to pay the aggregate Estimated Merger Consideration as provided herein and as set forth in the Payment Schedule (all cash deposited with the Payments Administrator, together with any Further Distributions deposited with the Payments Administrator, collectively, the "Exchange Fund"). The Payments Administrator shall promptly pay the Estimated Merger Consideration in accordance with Section 2.12 and the payment provisions set forth in an Payments Administration Agreement, to be entered into by Parent and the Payments Administrator prior to the Closing, in a form reasonably acceptable to the Company, and consistent with the terms of this Agreement, to the Holders in the amounts set forth in the Payment Schedule; *provided, however*, that the Payments Administrator shall pay to the Surviving Corporation for distribution through its payroll system any Estimated Merger Consideration payable with respect to In-the-Money Options or Change of Control Payments held by Employees for distribution to such Holders in accordance with Section 2.7.4.

Section 2.10. Holdback

. On the Closing Date, Parent shall retain an amount equal to $1,500,000 (the "Adjustment Holdback Amount") as collateral for any Adjustment Shortfall pursuant to Section 2.15.3. Any part of the Adjustment Holdback Amount remaining after the final determination of the Final Merger Consideration pursuant to Section 2.15, and payment to Parent of any Adjustment Shortfall, shall be released in accordance with Section 2.15.3.

Section 2.11. Non-Conversion

2.11.1 Dissenting Shares. Notwithstanding anything in this Agreement to the contrary, any Dissenting Shares shall not be converted into or represent a right to receive the applicable consideration for Company Capital Stock set forth in Section 2.7, but instead the holder thereof shall only be entitled to such rights as are provided by Section 238 of the CCL. In the event that a Holder properly perfects such Holder's appraisal, dissenters' or similar rights by demanding and not effectively withdrawing or losing such Holder's appraisal, dissenters' or similar rights for any shares of Company Capital Stock by serving a written objection and a notice of dissent under Sections 238(2) and 238(5) of the CCL, respectively, the Payments Administrator shall deliver to Parent (a) such Holder's portion of the Estimated Merger Consideration that is attributable to such shares at the time such portion of such Estimated Merger Consideration is determined and such rights are perfected and (b) such Holder's portions of the Further Distributions, if any, allocable to such shares at the time such rights are perfected and such portions are determined and are received by the Payments Administrator from (i) the Escrow Agent in accordance with the Escrow Agreement or (ii) Parent, as applicable.

2.11.2 Withdrawal or Loss of Rights. Notwithstanding the provisions of Section 2.11.1, if any Holder of Dissenting Shares effectively withdraws or loses (through failure to perfect or otherwise) such Holder's appraisal or dissenters' rights with respect to such shares under the CCL, then, as of the later of the Effective Time and the occurrence of such event, (a) such Holder's shares shall automatically convert into and represent only the right to receive the consideration for Company Capital Stock, as applicable, set forth in and subject to the provisions of this Agreement, upon surrender of the Certificate(s) formerly representing such shares and (b) Parent (to the extent the following amounts have been previously delivered by the Payments Administrator to Parent pursuant to Section 2.11.1 and not returned to the Payments Administrator) or the Payments Administrator shall deliver to such Holder (i) such Holder's portion of the Estimated Merger Consideration that is attributable to such shares at the time such rights are withdrawn or lost and (ii) such Holder's portions of the Further Distributions, if any, attributable to such shares at the time such portions are determined and, in the case of amounts to be distributed by the Payments Administrator, received by the Payments Administrator from (1) the Escrow Agent in accordance with the Escrow Agreement or (2) Parent, as applicable.

2.11.3 Demands for Appraisal. The Company shall give Parent (a) prompt notice of any objection, notices of dissent, written demand for appraisal and any other instruments relating to dissent rights in connection with the Merger received by the Company pursuant to Section 238 of the CCL and (b) the opportunity to participate in and direct all negotiations and proceedings with respect to such demands. The Company shall not, except with the prior written consent of Parent, make any payment with respect to any such demands or offer to settle or settle any such demands. Any communication to be made by the Company to any Stockholder with respect to such demands must be submitted and consented to in writing by Parent prior to delivery to any such Stockholder.

Section 2.12. Exchange of Certificates

2.12.1 Payment Procedures.

(a) As soon as practicable after the date hereof, the Payments Administrator shall send to each Stockholder of record: (i) a letter of transmittal in a form reasonably acceptable to Parent (each, a "Letter of Transmittal"), (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon receipt of the Certificates by the Payments Administrator and shall contain a release of claims substantially in the form of Section 4 of the Joinder Agreements and an appointment of Holders' Representative as provided for in Section 8.4) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for payment of the applicable portion of the Estimated Merger Consideration. Upon surrender by a Holder of a Certificate for cancellation to the Payments Administrator, together with such Letter of Transmittal, duly completed and validly executed in accordance with the instructions (and such other customary documents as may be reasonably required by the Payments Administrator), the Holder of such Certificate shall be entitled to receive in exchange therefor, subject to Section 2.12.6, the consideration provided for herein, in cash and the Certificate so surrendered shall thereafter be canceled. If payment of any portion of the Estimated Merger Consideration is to be made to any Person other than the Person in whose name the surrendered Certificate is registered, it shall be a condition of payment that (y) the Certificate so surrendered be accompanied by a duly executed share transfer instrument in accordance with Section 2.12.2 and (z) the Person requesting such payment shall have paid any transfer and other Taxes required by reason of the payment of the applicable portion of the Estimated Merger Consideration to a Person other than the registered Holder of the relevant shares represented by such Certificate surrendered or shall have established to the reasonable satisfaction of Parent that such Tax either has been paid or is not applicable. After the Effective Time, each Certificate shall represent only the right to receive the applicable portion of the Estimated Merger Consideration and the Further Distributions, if any, as contemplated by this Article II.

(b) With respect to each Employee Holder of In-the-Money Options, Parent shall, reasonably promptly following the Closing Date cause the Surviving Corporation to deliver to such Holder through its payroll system the consideration provided for herein, in cash. With respect to each non-Employee Holder of In-the-Money Options, Parent shall cause the Payments Administrator to pay, reasonably promptly following the Closing Date, to such Holder the consideration provided for herein, in cash.

(c) No interest shall be paid on any amounts payable by the Payments Administrator, Parent or any of their respective Affiliates upon delivery of any Letter of Transmittal.

2.12.2 Transfer Books; No Further Ownership Rights in Company Stock. The Estimated Merger Consideration paid in respect of shares of Company Capital Stock (together with the contingent right to receive, if, when and to the extent payable, the Further Distributions) upon the surrender for exchange of Certificates in accordance with the terms of this Article II shall be deemed to have been paid in full satisfaction of all rights pertaining to the shares of Company Capital Stock previously represented by such Certificates and at the Effective Time, the register of members of the Company shall be closed and thereafter there shall be no further registration of transfers on the register of members of the Surviving Corporation of the shares of Company Capital Stock that were outstanding immediately prior to the Effective Time. Subject to the last sentence

of Section 2.12.4, if, at any time after the Effective Time, Certificates are presented to Parent or the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Article II.

2.12.3 Lost, Stolen or Destroyed Certificates. If any Certificate is lost, stolen or destroyed, upon the making of an affidavit of the fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by the Payments Administrator, the posting by such Person of a bond in such amount as the Payments Administrator may reasonably determine necessary and an indemnity against any claim that may be made with respect to such Certificate, the Payments Administrator shall pay, subject to Section 2.12.6, in exchange for such lost, stolen or destroyed Certificate, the applicable portion of the Estimated Merger Consideration and the applicable portion of the Further Distributions, if any, to be paid in respect of the shares of Company Capital Stock formerly represented by such Certificate, as contemplated by this Article II. Notwithstanding anything in this Agreement to the contrary, Parent shall not be obligated or required to post a bond for any Holder for any reason in connection with a lost, stolen or destroyed Certificate or otherwise.

2.12.4 Termination of Exchange Fund. At any time after the first anniversary of the Closing Date, Parent shall be entitled to require the Payments Administrator to deliver to it any funds (including any interest received with respect thereto) made available to the Payments Administrator in respect of the Estimated Merger Consideration and not disbursed to Holders, and, thereafter, such Holders shall be entitled to look only to Parent (subject to abandoned property, escheat or other similar Laws) as general creditors thereof with respect to the payment of any Estimated Merger Consideration payable upon surrender of any Certificates held by such Holders, as determined pursuant to this Agreement. At any time after the first anniversary of the date on which each Further Distribution (if, when and to the extent payable) is payable, Parent shall be entitled to require the Payments Administrator to deliver to it any amount distributed to the Payments Administrator in respect of each such Further Distribution that has not been disbursed to the Holders, and thereafter such Holders may look only to Parent (subject to abandoned property, escheat or other similar Laws) as general creditors thereof with respect to the payment of any portion thereof that may be payable upon surrender of any Certificates held by such Holders, as determined pursuant to this Agreement.

2.12.5 No Liability. Notwithstanding anything in this Agreement to the contrary, following the first anniversary of the date on which any amount is delivered to the Payments Administrator for payment, none of the Parties or the Payments Administrator shall be liable to any Person for any portion such amount delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law.

2.12.6 Withholding Taxes.

(a) Parent, the Company, the Surviving Corporation, the Payments Administrator and the Escrow Agent shall deduct and withhold from that portion of the Estimated Merger Consideration or Further Distributions otherwise payable to a Holder and shall pay to the appropriate Taxing Authority such amounts that are required to be deducted and withheld with respect to the making of such payment under any Tax Law; *provided*, that Parent acknowledges and agrees that, except to the extent required by (i) an enacted amendment to the applicable statute,

(ii) a ruling, notification or circular issued by the applicable Taxing Authority, or (iii) a final and binding judgement in any court of competent jurisdiction, in each case, following the date hereof, none of the Parent, Company or the Surviving Corporation shall withhold on any such payments (other than to any holder of an In-the-Money Option or other payments that are considered compensatory for applicable Tax purposes, if any), unless the Company fails to provide the FIRPTA Certificate described in Section 2.12.6(b) below, or a Holder does not provide an applicable IRS Form W-8 or W-9. To the extent that there is (A) an enacted amendment to the applicable statute, (B) a ruling, notification or circular issued by the applicable Taxing Authority, or (C) a final and binding judgement in any court of competent jurisdiction, in each case, (1) following the date hereof and (2) requiring a deduction or withholding, prior to making any such deduction or withholding from any non-compensatory amount payable to a Holder pursuant to this Agreement, Parent provide written notice to Holders' Representative of the obligation to deduct and withhold no fewer than five (5) Business Days from the date that any such deduction or withholding is required; *provided*, that if the amendment to the applicable statute, ruling, notification, circular or judgement becomes effective or is issued within five (5) Business Days from the date that any such deduction or withholding is required, Parent shall provide written notice to the Company of the obligation to deduct and withhold as soon as practicable, but in no event later than the day immediately preceding the Closing Date. Parent and its Affiliates (including, after the Closing, the Company) agree to (I) consult and cooperate in good faith with Holders' Representative as to the ability to reduce any such required withholding and deductions and (II) accept properly completed and duly executed documentation that is provided at least one (1) Business Day prior to the applicable payment that will permit any consideration otherwise payable hereunder to be made without or at a reduced rate of withholding under applicable Law. To the extent amounts are so withheld and paid to a Taxing Authority, the withheld amounts shall be treated for purposes of this Agreement as having been paid to the Holder in respect of which such deduction and withholding was made.

(b) On or prior to the Closing Date (but no earlier than ten (10) days before the Closing Date), the Company shall deliver a duly executed certificate in compliance with Sections 1.897-2(h)(2) and 1.1445-2(c)(3)(i) of the Treasury Regulations that the Company Capital Stock are not United States real property interests within the meaning of Section 897 of the Code (the "FIRPTA Certificate").

Section 2.13. Adjustments

. Notwithstanding any provision of this Article II to the contrary (but without in any way limiting the covenants in Section 5.1), if between the date hereof and the Effective Time the outstanding shares of any class or series of Company Capital Stock are changed into a different number of shares or a different class or series by reason of the occurrence or record date of any share dividend, subdivision, reclassification, recapitalization, split, combination, exchange of shares or similar transaction, the portion of the Estimated Merger Consideration and Further Distributions payable to each Holder shall be appropriately adjusted to reflect such share dividend, subdivision, reclassification, recapitalization, split, combination, exchange of shares or similar transaction.

Section 2.14. Aggregate Consideration

. Notwithstanding anything in this Agreement to the contrary, in no event shall the aggregate amounts to be paid to the Holders pursuant to this Agreement with respect to shares of Company Capital Stock and Company Options exceed (a) in respect of the amounts payable at the Closing, the Estimated Merger Consideration and (b) in respect of the amounts payable thereafter, the Further Distributions, if any, payable to the Holders.

Section 2.15. Post-Closing Merger Consideration Adjustment

2.15.1 Preparation of Closing Statement.

(a) Within ninety (90) days following the Closing Date, Parent shall prepare and deliver to Holders' Representative a statement (the "Final Merger Consideration Calculation") setting forth its calculation of each of the following:

(i) the Closing Cash;

(ii) the Closing Net Working Capital;

(iii) the Company Transaction Expenses;

(iv) the Closing Company Debt;

(v) the Accounts Receivables Adjustment Amount; and

(vi) the resulting Final Merger Consideration.

Such Final Merger Consideration Calculation shall be accompanied by such supporting documentation reasonably necessary to derive the numbers set forth therein. The Final Merger Consideration Calculation shall be final, conclusive and binding upon the Parties unless Holders' Representative delivers a written notice to Parent of any objection to the Final Merger Consideration Calculation (the "Final Merger Consideration Calculation Objection Notice") within thirty (30) days (the "Objection Period") after delivery of the Final Merger Consideration Calculation to Holders' Representative. Any Final Merger Consideration Calculation Objection Notice must set forth in reasonable detail (i) the correct amount of any item on the Final Merger Consideration Calculation that Holders' Representative believes has not been prepared in accordance with this Agreement, and (ii) Holders' Representative's alternative calculation of such item. Any Final Merger Consideration Calculation Objection Notice must specify, with reasonable particularity, all facts that form the basis of such disagreements and all documents relied upon by Holders' Representative as forming the basis of such disagreement. If Holders' Representative gives any such Final Merger Consideration Calculation Objection Notice within the Objection Period, then Holders' Representative and Parent shall attempt in good faith to resolve any dispute concerning the item(s) subject to such Final Merger Consideration Calculation Objection Notice. If Holders' Representative and Parent do not resolve the issues raised in the Final Merger Consideration Calculation Objection Notice within thirty (30) days of the date of delivery of such notice (the "Initial Resolution Period"), such dispute shall be resolved in accordance with the procedures set forth in Section 2.15.2. Any item or amount which has not

been disputed in the Final Merger Consideration Calculation Objection Notice shall be final, conclusive and binding on the Parties on the expiration of the Initial Resolution Period. During the Objection Period and the Initial Resolution Period, Parent shall, and shall cause its Affiliates (including the Surviving Corporation) to, provide Holders' Representative and its Representatives with reasonable access (with the right to make copies), during normal business hours upon reasonable advance notice, to the relevant financial books and records of Parent and its Affiliates (including the Surviving Corporation) and other items reasonably requested by Holders' Representative and directly related to the matters disputed in the Final Merger Consideration Calculation Objection Notice, together with the relevant personnel and Representatives of Parent and its Affiliates relevant to Holders' Representative's review of the Final Merger Consideration Calculation and any dispute with respect thereto as contemplated by this Section 2.15.

2.15.2 Resolution of Disputes. If Parent and Holders' Representative have not been able to resolve a dispute within the Initial Resolution Period, either party may submit such dispute to and such dispute shall be resolved fully, finally and exclusively through the use of KPMG LLP as an independent accounting firm. If KPMG LLP is not willing to serve as an independent accounting firm for this purpose, then another independent international accounting firm shall be selected to serve as such by mutual agreement of Parent and Holders' Representative (such accounting firm, the "Reviewing Party"). The fees and expenses of the Reviewing Party incurred in the resolution of such dispute shall be borne by the Parties in such proportion as is appropriate to reflect the relative benefits received by the Holders and Parent from the resolution of the dispute. For example, if Holders' Representative challenges the calculation of the Final Merger Consideration in the Final Merger Consideration Calculation by an amount of $100,000, but the Reviewing Party determines that Holders' Representative has a valid claim for only $40,000, Parent shall bear 40% of the fees and expenses of the Reviewing Party and Holders' Representative on behalf of the Holders shall bear the other 60% of such fees and expenses. The Reviewing Party shall determine (with written notice thereof to Holders' Representative and Parent) as promptly as practicable, but in any event within thirty (30) days following the date on which the Final Merger Consideration Calculation and written submissions detailing the disputed items are delivered to the Reviewing Party (a) whether the Final Merger Consideration Calculation was prepared in accordance with the terms of this Agreement or, alternatively, and (b) only with respect to the disputed items submitted to the Reviewing Party, whether and to what extent (if any) the resulting Final Merger Consideration Calculation requires adjustment and a written explanation in reasonable detail of each such required adjustment, including the basis therefor. Parent and Holders' Representative shall require the Reviewing Party to enter into a customary engagement agreement on terms agreeable to Parent, Holders' Representative and the Reviewing Party. The procedures of this Section 2.15.2 are exclusive and, the determination of the Reviewing Party shall be final and binding on the Parties. The decision rendered pursuant to this Section 2.15.2 may be filed as a judgment in any court of competent jurisdiction. The Reviewing Party shall be instructed to resolve the unresolved disputed items in accordance with the definitions of Closing Cash, Closing Net Working Capital, Company Transaction Expenses, Closing Company Debt and Accounts Receivables and shall be instructed not to independently investigate any other matters. In no event shall the decision of the Reviewing Party provide for a calculation of any element of the Final Merger Consideration that is less than the lower calculation thereof shown in the Final Merger Consideration Calculation or the Final Merger Consideration Calculation Objection Notice or greater than the higher calculation thereof shown in the Final Merger Consideration Calculation or the Final Merger Consideration Calculation Objection Notice. All communications between

Holders' Representative and Parent or any of their respective Representatives, on the one hand, and the Reviewing Party, on the other hand, shall be in writing with copies simultaneously delivered to the non-communicating Party.

2.15.3 Post-Closing Purchase Price Adjustment. Promptly after the Final Merger Consideration Calculation becomes final and binding on the Parties under Section 2.15.1 and Section 2.15.2,

(a) if the Final Merger Consideration is greater than the Estimated Merger Consideration (the amount of any such shortfall, an "Adjustment Surplus"), Parent shall pay an amount equal to such Adjustment Surplus plus the Adjustment Holdback Amount to the Payments Administrator for distribution to the Holders based on their respective Further Distributions Per Share; *provided, however*, that any payments to be made in respect of In-the-Money Options shall be made in the manner specified in Section 2.7.4 and Section 2.9.5; and

(b) if the Final Merger Consideration is less than the Estimated Merger Consideration (the amount of any such shortfall, an "Adjustment Shortfall"), Parent shall be entitled to: (i) retain a portion of the Adjustment Holdback Amount equal to the Adjustment Shortfall in satisfaction thereof and (ii) if the Adjustment Shortfall exceeds the Adjustment Holdback Amount, retain the entire Adjustment Holdback Amount and recover such excess amount, first, from the Indemnity Escrow Funds until the Indemnity Escrow Funds are depleted and, second, directly from the Holders (on a several basis, based on their respective Indemnification Sharing Percentage). If any part of the Adjustment Holdback Amount remains after the final determination of the Final Merger Consideration pursuant to this Section 2.15, and payment to Parent of any Adjustment Shortfall, Parent shall pay such amount to the Payments Administrator for distribution to the Holders based on their respective Further Distributions Per Share; *provided, however*, that in each such case, any payments to be made in respect of In-the-Money Options shall be made in the manner specified in Section 2.7.4 and Section 2.9.5.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Disclosure Schedule, the Company hereby represents and warrants, as of the date hereof and as of the Closing Date, to Parent and Merger Sub as follows:

Section 3.1. Organizational Matters

3.1.1 Valid Existence; Good Standing. The Company is an exempted company duly incorporated, validly existing and in good standing under the Laws of the Cayman Islands and has all requisite power and authority to own or lease all of its properties and assets and to carry on its business as now conducted. The Company and each Subsidiary of the Company is duly licensed or qualified to do business and is in good standing (in jurisdictions where the concept of "good standing" is applicable) under the Laws of each jurisdiction set forth on Section 3.1.1 of the Disclosure Schedule, which represents all of the jurisdictions in which the nature of the business conducted by it or the character or location of the properties and assets owned, leased or licensed by it makes such licensing or qualification necessary, except to the extent that the failure

to be so licensed, qualified or in good standing would not have a Company Material Adverse Effect.

3.1.2 Operations. Section 3.1.2 of the Disclosure Schedule lists each state and country in which the Company and its Subsidiaries have any employee or officer (each a "Current Employee") or has facilities. Current Employees, together with any former employees or officers of the Company and its Subsidiaries, are referred to herein individually as an "Employee" and collectively as "Employees." Section 3.1.2 of the Disclosure Schedule lists each state and country in which the Company and its Subsidiaries have any individual consultant or independent contractor or director (who is not an Employee) (each a "Current Consultant"). Current Consultants, together with any former individual consultant or independent contractor or director (who is not an Employee) of the Company and its Subsidiaries, are referred to herein individually as a "Consultant" and collectively as "Consultants".

3.1.3 Subsidiaries.

(a) Section 3.1.3 of the Disclosure Schedule sets forth each Subsidiary of the Company as of the date hereof and its jurisdiction of organization. Each such Subsidiary is duly organized and validly existing and in good standing (in jurisdictions where the concept of "good standing" is applicable) under the Laws of the jurisdiction of its organization.

(b) The Company is, directly or indirectly, the legal and beneficial owner of all of the outstanding equity interests in each such Subsidiary and, directly or indirectly, has the right to exercise all voting and other rights over such outstanding equity interests. The Company does not own, directly or indirectly, any shares of capital stock, voting securities, or equity interest in any Person, other than the Company's ownership in such Subsidiaries. Except as set forth on Section 3.1.3(b)(i) of the Disclosure Schedule, there are no equity securities or equity interests of any such Subsidiary issued and outstanding. Except as set forth on Section 3.1.3(b)(ii) of the Disclosure Schedule, there are not any subscriptions, options, warrants, calls, convertible or exchangeable securities, rights, commitments or agreements of any character obligating either the Company or any Subsidiary to issue any equity securities of any such Subsidiary, including any representing the right to purchase or otherwise receive any equity securities of any such Subsidiary. The issued share capital or other equity securities of the Company's Subsidiaries (as applicable), are fully paid up or credited as fully paid up for purposes to the extent required under the Laws of the applicable jurisdiction of incorporation or formation.

(c) The Company has no obligation to make an investment (in the form of a purchase of equity securities, loan, capital contribution or otherwise) directly or indirectly in any Person in excess of $100,000 individually or $250,000 in the aggregate.

(d) The Company has delivered to Parent true and complete copies of the Organizational Documents of each such Subsidiary. All such Organizational Documents are in full force and effect and no Subsidiary of the Company is in violation of any provision of its respective Organizational Documents. Except as set forth on Section 3.1.3(d) of the Disclosure Schedule, neither the Company's Board of Directors nor the applicable governing board of any of the Company's Subsidiaries has proposed or approved any amendment of any Organizational Document of the Subsidiaries. The Company has made available to Parent and its representatives

true and complete copies of the equity/share ledgers or registers (as applicable) of each Subsidiary of the Company and of the minutes (or, in the case of minutes that have not yet been finalized, drafts thereof) of all meetings of the equityholders thereof and the applicable governing board of such Subsidiary and each committee of the governing board of such Subsidiary since January 1, 2015. Neither the Company nor any of its Subsidiaries have received any notice of any application nor, to the Knowledge of the Company, are there any intended application for the rectification of the Company's or its Subsidiaries' equity/share ledgers or registers (as applicable) to the extent relevant in the applicable jurisdiction of incorporation or formation).

3.1.4 Company Documents. The Company has delivered to Parent true and complete copies of the certificate of incorporation and memorandum and articles of association of the Company in each case as amended (the "Company Organizational Documents"). All such Company Organizational Documents are in full force and effect and the Company is not in violation of any provision of the Company Organizational Documents. Except as set forth on Section 3.1.4 of the Disclosure Schedule, the Company's Board of Directors has not proposed or approved any amendment of any Company Organizational Document. The Company has made available to Parent and its representatives true and complete copies of the stock ledger of the Company and of the minutes (or, in the case of minutes that have not yet been finalized, drafts thereof) of all meetings of the Stockholders and the Board of Directors and each committee of the Board of Directors of the Company held since January 1, 2015.

3.1.5 Officers and Directors. Section 3.1.5 of the Disclosure Schedule lists all of the directors, managers and officers (or their equivalent, as applicable) of the Company and each of its Subsidiaries as of the date hereof.

Section 3.2. Authority; Noncontravention; Voting Requirements

3.2.1 Power and Authority. The Company has all necessary corporate power and authority to execute and deliver this Agreement and the other Transaction Agreements to which it is a party and to perform all of its obligations thereunder and to consummate the Transactions (including the Merger).

3.2.2 Due Authorization of Agreement. The Company's Board of Directors, at a meeting duly called and held pursuant to the CCL, has unanimously (a) approved and declared advisable and in the best interests of the Company and its Stockholders this Agreement and the Transactions (including the Merger) and (b) resolved to recommend that the Stockholders adopt this Agreement and approve the Merger (the foregoing clauses (a) and (b) collectively, the "Company Board Approval"). The execution, delivery and performance by the Company of this Agreement and the Transaction Agreements to which it is a party and the consummation by it of the Transactions (including the Merger) have been duly authorized by the Company's Board of Directors and, except for the Necessary Stockholder Approval, no other action on the part of the Company's Board of Directors or its Stockholders is necessary to authorize the execution, delivery and performance by the Company of this Agreement and the Transaction Agreements to which it is a party and the consummation by it of the Transactions (including the Merger). The Necessary Stockholder Approval is the only vote or approval of the holders of any class or series of the share

capital of the Company necessary to adopt this Agreement. A true and complete copy of the Necessary Stockholder Approval is attached hereto as Exhibit B.

3.2.3 Valid and Binding Agreements. This Agreement has been, and, upon the execution of each of the other Transaction Agreements to which the Company is a party, such other Transaction Agreements shall have been, duly executed and delivered by the Company. Assuming due authorization, execution and delivery of this Agreement and the other Transaction Agreements by the other Parties hereto and thereto, this Agreement constitutes and the other Transaction Agreements to which the Company is a party shall, when executed and delivered, constitute, the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except to the extent that their enforceability may be limited by applicable bankruptcy, insolvency (including Laws relating to fraudulent transfers), reorganization, moratorium, or other similar Laws affecting the enforcement of creditors' rights generally and by general equitable principles (regardless of whether considered in a proceeding at law or in equity).

3.2.4 No Conflict. Assuming that all consents, approvals, authorizations and other actions described in Section 3.4 have been obtained, all filings and notifications listed in Section 3.4 of the Disclosure Schedule have been made, neither the execution and delivery by the Company of this Agreement and any other Transaction Agreement to which the Company is a party nor the consummation of the Transactions (including the Merger), nor compliance by the Company with any of the terms hereof or thereof, shall conflict with or result in any violation of or default under (with or without notice or lapse of time, or both) or give rise to a right of termination, cancellation, modification or acceleration of any obligation or loss of any benefit or result in the creation of any Lien, other than Permitted Liens, upon any of the properties or assets of the Company or any of its Subsidiaries (any such event, a "Conflict") under (i) any provision of the Company Organizational Documents or Organizational Documents of the Subsidiaries, (ii) any Contract to which the Company or any of its Subsidiaries is a party or by which any of its properties or assets may be bound or affected, (iii) any Permit issued to the Company or any of its Subsidiaries, (iv) any Order applicable to the Company or any of its Subsidiaries, properties or assets (whether tangible or intangible) or (v) any Law applicable to the Company or any of its Subsidiaries, properties or assets (whether tangible or intangible), except, in the case of clauses (ii), (iii), (iv) and (v), as would not otherwise have a Company Material Adverse Effect.

Section 3.3. Capitalization

3.3.1 Authorized and Issued Securities. The authorized share capital of the Company is $50,000 divided into 500,000,000 share of a nominal or par value of $0.0001 per share, of which (i) 466,668,738 are designated as Class A Ordinary Shares of a nominal or par value of $0.0001 per share, (ii) 2,733,000 are designated as Class B Ordinary Shares of a nominal or par value of $0.0001 per share, (iii) 23,753,859 are designated as Series A Preferred Shares of a nominal or par value of $0.0001 per share, (iv) 667,000 are designated as Series A-1 Preferred Shares of a nominal or par value of $0.0001 per share, (v) 1,680,736 are designated as Series A-2 Preferred Shares of a nominal or par value of $0.0001 per share, and (vi) 4,496,667 are designated as Series B Preferred Shares of a nominal or par value of $0.0001 per share. As of the date hereof,

there are (1) no Class A Ordinary Shares issued and outstanding (2) 243,650 shares of Class B Ordinary Shares issued and outstanding, (3) 23,753,859 shares of Series A Preferred Shares issued and outstanding, (4) 667,000 shares of Series A-1 Preferred Shares issued and outstanding, (5) 1,680,736 shares of Series A-2 Preferred Shares issued and outstanding, and (6) 4,496,667 shares of Series B Preferred Shares issued and outstanding. There is not any other class or series of equity security of the Company issued and outstanding other than the Company Capital Stock. The Company does not hold any shares of Company Capital Stock in its treasury. The Class B Ordinary Shares are not entitled to any voting rights under the Company's Organizational Documents (except as provided in the Company's Organizational Documents). There are 2,494,270 shares of Class B Ordinary Shares that are subject to outstanding options under the Company Option Plan. No outstanding options have been issued outside the Company Option Plan, and a sufficient number of shares of Class B Ordinary Shares are available for issuance upon exercise of outstanding options under the Company Option Plan and a sufficient number of shares of Class A Ordinary Shares are available for issuance upon conversion of the Company Preferred Stock into Class A Ordinary Shares. Except as set forth in this Section 3.3.1, there are no shares of Company Capital Stock, voting securities or equity interests of the Company issued and outstanding or any subscriptions, options, warrants, calls, convertible or exchangeable securities, rights, commitments or agreements of any character providing for the issuance of any shares of the share capital, voting securities or equity interests of the Company, including any representing the right to purchase or otherwise receive any Company Capital Stock.

3.3.2 Ownership of Stock and Options. Section 3.3.2 of the Disclosure Schedule sets forth, as of the date of this Agreement, a complete and accurate list of each of the record holders of (a) each class or series of the Company Capital Stock and the number of shares of each such class or series the Company Capital Stock held by each Holder and the number of shares or other securities into which such Company Capital Stock is convertible, listed by class and series and (b) all Company Options and the exercise price, date of grant and number of shares of Company Common Stock into which such Company Option are exercisable by each such Holder and the vesting schedules of each such Company Option (noting specifically any options subject to vesting acceleration upon the Merger or certain terminations of service following the Merger).

3.3.3 Valid Issuance; No Preemptive or Other Rights.

(a) All issued and outstanding shares of Company Capital Stock (i) are, and all shares of Company Capital Stock that may be issued pursuant to the exercise of Company Options and the conversion of outstanding shares of any class or series of Company Preferred Stock shall be, when issued in accordance with the respective terms thereof, duly authorized, validly issued, fully paid and nonassessable and (ii) except as set forth on Section 3.3.3 of the Disclosure Schedule, were not issued in violation of any preemptive rights, rights of first offer or refusal, co-sale rights or similar rights arising under applicable Law or pursuant to the Company Organizational Documents, or any Contract to which the Company is a party or by which it is bound and have been offered, issued, sold and delivered by the Company in compliance with all registration or qualification requirements (or applicable exemptions therefrom) of applicable federal, state and foreign securities Laws. Each option granted under the Company Option Plan was duly authorized by all requisite corporate action on a date no later than the grant date and has an exercise price per share at least equal to the fair market value of a share of Company Common

Stock on the grant date. The Company is not under any obligation to register any of its presently outstanding securities, or securities issuable upon exercise or conversion of such securities, under the Securities Act or any other Law.

(b) Except as set forth on Section 3.3.3 of the Disclosure Schedule, the Company is not subject to any obligation to repurchase, redeem or otherwise acquire any shares of Company Capital Stock or any other voting securities or equity interests (or any options, warrants or other rights to acquire any shares of Company Capital Stock, voting securities or equity interests) of the Company. Except as provided for in this Agreement or set forth in Section 3.3.3 of the Disclosure Schedule, there are no voting trusts or other agreements or understandings with respect to the voting of the Company Capital Stock. There are no outstanding or authorized share appreciation, phantom stock, profit participation, or other similar rights with respect to the Company.

Section 3.4. No Consents or Approvals

. Except for (a) the filing of the Cayman Plan of Merger with the Registrar of Companies in the Cayman Islands pursuant to the CCL and the other documents required to effect the Merger as provided in Part XVI of the CCL, (b) filings required under, and compliance with other applicable requirements of, any Antitrust Laws and the expiration of applicable waiting periods (if required in any applicable jurisdiction), and (c) such other filings or registrations with, notifications to, or authorizations, consents or approvals of, each Governmental Authority set forth on Section 3.4 of the Disclosure Schedule (the "Transaction Approvals"), no consents or approvals of, filings with, or notices to any Governmental Authority are required to be made or obtained by the Company or any of its Subsidiaries for the valid execution, delivery and performance of this Agreement by the Company, or the other Transaction Agreements to which it is a party, and the consummation of the Transactions (including the Merger).

Section 3.5. Financial Matters

3.5.1 Financials.

(a) Section 3.5.1 of the Disclosure Schedule sets forth the following financial statements of the Company and its Subsidiaries (collectively, the "Financial Statements"): the audited consolidated balance sheets and related consolidated audited statements of income, cash flows and stockholders' equity as of and for the fiscal years ended December 31, 2016 and December 31, 2017 (the "Balance Sheet Date") (such audited financial statements, collectively, the "Audited Financial Statements") and the unaudited consolidated balance sheet and the related consolidated unaudited statements of income, cash flows and stockholders' equity as of and for the eight (8)-month period ended August 31, 2018 (the "Interim Balance Sheet" and such date the "Interim Balance Sheet Date").

(b) The books and records of the Company and its Subsidiaries (i) are complete and being maintained in accordance with GAAP, (ii) do not contain or reflect any material inaccuracies or material discrepancies and (iii) have been made available to Parent.

3.5.2 Fair Presentation. The Financial Statements were prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby (except as may be indicated in the notes thereto). The Financial Statements fairly present, in all material respects, the financial condition of the Company and its Subsidiaries as of such dates and the results of operations of the Company and its Subsidiaries for the periods covered thereby, and were derived from and are consistent with the books and records of the Company and its Subsidiaries; *provided, however*, that the Financial Statements as of and for the period ended on the Interim Balance Sheet Date are subject to normal year-end adjustments (which shall not be material individually or in the aggregate) and do not contain notes. Except as set forth in Section 3.5.2 of the Disclosure Schedule, since the Balance Sheet Date, the Company and its Subsidiaries have not effected any material change in any method of accounting or accounting practice.

3.5.3 Internal Controls; Financial Controls. The Company and its Subsidiaries maintain systems of internal accounting and financial reporting controls reasonably designed to ensure that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit the preparation of financial statements in conformity with GAAP; and (iii) access to financial assets, equipment and real property is permitted only in accordance with management's general or specific authorization. The Company and its Subsidiaries have delivered to Parent (a) a true and complete copy of any written disclosure (or, if unwritten, a summary thereof) by any representative of the Company or any of its Subsidiaries to the Company's independent auditors relating to any material weaknesses in internal controls and any significant deficiencies in the design or operation of internal controls that would materially and adversely affect the ability of the Company or any of its Subsidiaries to record, process, summarize and report financial data and (b) all reports and other documents concerning internal controls delivered to the Company or any of its Subsidiaries by its auditors since January 1, 2015. The Company and its Subsidiaries have no Knowledge of any fraud or whistle-blower allegations that involve management or other Employees or Consultants who have or had a significant role in the internal control over financial reporting of the Company or any of its Subsidiaries.

3.5.4 No Undisclosed Liabilities. Except as set forth in Section 3.5.4 of the Disclosure Schedule, neither the Company nor any of its Subsidiaries have any Liabilities of a nature required to be reflected on the Interim Balance Sheet, except Liabilities (a) that are reflected or reserved against on the Financial Statements or disclosed in the notes thereto, (b) incurred by the Company or any of its Subsidiaries in connection with the preparation, execution, delivery and performance of the Transaction Agreements, including those Liabilities included in the Company Transaction Expenses, (c) which have arisen in the Ordinary Course of Business since the Interim Balance Sheet Date, or (d) that would not reasonably expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

3.5.5 Accounts Receivable. Section 3.5.5 of the Disclosure Schedule sets forth a complete and accurate list of all Accounts Receivable of the Company and its Subsidiaries, together with an aging schedule indicating a range of days elapsed since invoice, in each case, as of August 31, 2018. Except as set forth on the Interim Balance Sheet, all of the Accounts Receivable of the Company and its Subsidiaries (a) are valid receivables that have arisen from bona fide transactions in the Ordinary Course of Business, (b) are carried at values determined in

accordance with GAAP consistently applied, and (c) are not subject to valid counterclaims or setoffs, other than immaterial normal cash discounts accrued in the Ordinary Course of Business. No Person has any Lien on any Accounts Receivable of the Company or any of its Subsidiaries, other than Permitted Liens. No payer of any Accounts Receivable of the Company or any of its Subsidiaries is a Related Party.

3.5.6 Inventory. Except as otherwise set forth in the Financial Statements, (a) all inventory of the Company and its Subsidiaries consists of a quality and quantity usable and saleable in the Ordinary Course of Business except for inventory for which a reasonably adequate reserve has been established, and (b) the quantities of each item of inventory are reasonable in the present circumstances of the Company and its Subsidiaries.

3.5.7 Bank Accounts. Section 3.5.7 of the Disclosure Schedule sets forth an accurate list and summary description (including name and address) of each bank and other financial institution in which the Company and each of its Subsidiaries maintains an account (whether checking, savings or otherwise), lock box or safe deposit box and the names of the persons having signing authority or other access thereto. All cash in such accounts is held in demand deposits and is not subject to any restriction as to withdrawal.

3.5.8 Company Debt. With respect to each item of Company Debt, Section 3.5.8 of the Disclosure Schedule accurately sets forth the name and address of the creditor, the Contract under which such debt was issued, the principal amount of the debt and a description of the collateral if secured.

Section 3.6. Absence of Certain Changes or Events

. Except as set forth in Section 3.6 of the Disclosure Schedule, since the Balance Sheet Date: (a) there have not been any events, change, occurrences or circumstances that, individually or in the aggregate, have had or could reasonably be expected to have a Company Material Adverse Effect, (b) the Company and its Subsidiaries have been operated in the Ordinary Course of Business in all material respects, and (c) without limiting the foregoing, neither the Company nor any of its Subsidiaries have taken any action described in Section 5.1 that if taken after the date hereof and prior to the Effective Time would violate such provision.

Section 3.7. Legal Proceedings

. Except as set forth in Section 3.7 of the Disclosure Schedule and except for proceedings which involve claims not reasonably be expected to exceed $150,000 in any single Action and $250,000 in the aggregate, since January 1, 2015, there have not been and there are no pending or, to the Knowledge of the Company, threatened Actions, in either case, by or against the Company or any of its Subsidiaries, or their respective properties or assets, or any of the officers or directors of the Company and its Subsidiaries in their capacities as such, nor, to the Company's Knowledge, are there any circumstance that would reasonably constitute a basis therefor.

Section 3.8. Compliance with Laws; Permits

3.8.1 Since January 1, 2015, the Company and its Subsidiaries have been in compliance, in all material respects, with all Laws, including the Health Care Laws, applicable to the Company and its Subsidiaries, properties, assets, business or operations. The Company and its Subsidiaries (a) hold all Permits necessary to conduct their business and own, lease and operate their properties and assets, and all such Permits are in full force and effect, (b) are in compliance, in all material respects, with the terms of such Permits, and (c) none of the Permits have been expired, lapsed, cancelled or withdrawn. Section 3.8 of the Disclosure Schedule sets forth a list of all Permits that are held by the Company and any of its Subsidiaries. Since January 1, 2015, neither the Company nor any of its Subsidiaries has received written notice from any Governmental Authority or other Person claiming or alleging that the Company or any of its Subsidiaries were not in compliance with all Laws applicable to the Company or any of its Subsidiaries (as applicable) or its business or operations. Such business and operations as currently conducted by the Company or any of its Subsidiaries, are not prohibited by the Laws of any jurisdiction in which such business or operations are conducted by the Company or any of its Subsidiaries as a result of the ultimate equity ownership of the Company or any of its Subsidiaries. Since January 1, 2015, neither the Company nor any of its Subsidiaries have been assessed a material penalty with respect to any alleged failure by the Company or any of its Subsidiaries to have or comply with any Permit. Neither the Company nor any of its Subsidiaries have Knowledge of a Governmental Authority (or an independent third party accreditation agency) threatening the material amendment, termination, revocation or cancellation of any Permit held by the Company or any of its Subsidiaries.

3.8.2 Neither the Company nor any of its Subsidiaries, or any of their respective employees, in their capacities as such, has been excluded, suspended, debarred, or otherwise sanctioned by any Governmental Authority, including the U.S. Department of Health and Human Services or the General Services Administration. To the Knowledge of the Company, no consultant or agent of the Company or any of its Subsidiaries, in its capacity as such, has been subject to any such exclusions, suspensions, debarments, or other sanctions by any Governmental Authority.

3.8.3 The Company and its Subsidiaries conduct research activities and diagnostic activities (if any) in compliance, in all material respects, with all applicable Laws, biosafety standards and guidelines, including current Good Laboratory Practices (cGLP) as applicable.

3.8.4 The Company and its Subsidiaries do not control, direct, require or reward referrals for diagnostic testing ordered by any Person. The Company does not exercise any ownership, control or governance rights with respect to any Person ordering clinical or diagnostic testing. Neither the Company and its Subsidiaries nor, to the Knowledge of the Company, any of the Company's or its Subsidiaries' respective directors, officers, employees, consultants, or agents given or agreed to give any illegal gift, contribution, payment or similar benefit to any supplier, customer, governmental official or other Person, nor directed any Person to do any of the foregoing.

3.8.5 Each employee and consultant of the Company required to be licensed by an applicable Governmental Authority, professional body and/or medical body (i) has such licenses, (ii) such licenses are in full force and effect and (iii), to the Knowledge of the Company, there are no facts or circumstances that could reasonably be expected to result in any such licenses being suspended, revoked or otherwise lapse prematurely.

Section 3.9. Taxes

3.9.1 All income and other material Tax Returns that are required to have been filed by or with respect to the Company and each of its Subsidiaries have been timely and duly filed (taking into account any valid extension of time to file granted or obtained). All such Tax Returns were true, correct and complete in all material respects. There is no extension of time with respect to any date on which a Tax Return of the Company or any Subsidiary thereof is required to be filed is in force or was requested by the Company or any Subsidiary thereof (other than ordinary extensions of the due date for filing such Tax Return).

3.9.2 All income and other material Taxes owed by the Company and its Subsidiaries (whether or not shown on any Tax Return) have been timely paid in full to the appropriate Taxing Authority. There are no Liens for Taxes (other than Liens for Taxes not yet due and payable) upon any of the assets of the Company or any Subsidiary thereof.

3.9.3 Each of the Company and its Subsidiaries has withheld and timely paid all material amounts of Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or any other third party. Each of the Company and its Subsidiaries has substantially complied with all record keeping and information reporting requirements applicable to such withholding Taxes.

3.9.4 The unpaid Taxes of Company and its Subsidiaries (a) did not materially exceed the reserve for Tax liability (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Interim Balance Sheet and (b) do not materially exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Company and its Subsidiaries. Since the Interim Balance Sheet Date, neither Company nor any of its Subsidiaries has incurred any material liability for Taxes arising from extraordinary gains or losses, as that term is used in GAAP, outside the Ordinary Course of Business consistent with past custom and practice of the Company and its Subsidiaries, if applicable.

3.9.5 No agreement by the Company or any Subsidiary thereof is in force for the waiver or extension of any statute of limitations with respect to any Taxes, and no request for such waiver or extension is outstanding, except, in each case, as a result of a valid ordinary course extension of time to file a Tax Return.

3.9.6 Neither the Company nor any Subsidiary thereof has received written notice from any Taxing Authority of any audit or other examination of any Tax Return that is presently in progress, pending or threatened and has not been resolved in full. There is no other

Action pending or proposed or threatened in writing in respect to Taxes of the Company or any Subsidiary thereof.

3.9.7 Neither the Company nor any Subsidiary thereof has received written notice from any Taxing Authority of any material Tax deficiency that is outstanding, assessed or proposed against the Company or any Subsidiary thereof and has not been resolved in full. Since January 1, 2015, neither the Company nor any Subsidiary thereof has received notice or other claim by any Taxing Authority in writing in a jurisdiction where the Company or any such Subsidiary does not file Tax Returns that it is or may be subject to Tax by that jurisdiction, and to the Company's Knowledge, there is no basis for such claim to be made.

3.9.8 The Company and each of its Subsidiaries has disclosed on its federal income Tax Returns all positions taken therein that could reasonably be expected to give rise to a substantial understatement of federal income Tax within the meaning of Section 6662 of the Code.

3.9.9 Neither the Company nor any of its Subsidiaries (A) is or has ever been a member of an affiliated group, consolidated, unitary or similar group for income Tax purposes (other than a group of which the Company is the common parent), (B) has any liability for Taxes of any person arising from the application of Treasury Regulation Section 1.1502-6 or any analogous provision of state, local or foreign Law, as a transferee or successor or otherwise, nor (C) is a party to any Tax Sharing Agreement.

3.9.10 Neither the Company nor any Subsidiary thereof has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

3.9.11 Neither the Company or any Subsidiary thereof nor Parent (or any affiliate thereof) will be required to include an item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any of the following relating to the Company or any Subsidiary thereof: (a) change in method of accounting requested prior to the Closing Date; (b) closing or similar agreement entered into with any Taxing Authority on or prior to the Closing Date; (c) installment sale or open transaction disposition made on or prior to the Closing Date; (d) intercompany transaction occurring on or prior to the Closing Date or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any similar provision of any state, local, or foreign income Tax Laws) arising prior to the Closing; or (e) deferral of income under Section 108(i) of the Code as a result of any transaction occurring on or prior to the Closing Date.

3.9.12 Since January 1, 2016, neither the Company nor any Subsidiary thereof has constituted either a "distributing corporation" or a "controlled corporation" in a distribution intended to qualify under Section 355 of the Code.

3.9.13 Neither the Company nor any of its Subsidiaries has engaged in any "reportable transaction" within the meaning of Section 6707A of the Code and Treasury Regulation Section 1.6011-4(b) or any similar provision of state, local or foreign Tax Law. Each of the Company and its Subsidiaries is and at all times has complied with the provisions of Sections

6011, 6111 and 6112 of the Code relating to tax shelter disclosure, registration, list maintenance and record keeping requirements.

3.9.14 No power of attorney has been granted with respect to any matter relating to Taxes of the Company or any Subsidiary thereof that would be in effect following the Effective Time.

3.9.15 Neither the Company nor any of its Subsidiaries is a party to or otherwise requested any Tax ruling, closing agreements or similar written determinations, rulings or agreements related to Taxes with or from a Taxing Authority or another Governmental Authority.

3.9.16 The Company has delivered or made available to Parent complete and true copies of (i) all income and other material Tax Returns of the Company and all of its Subsidiaries for taxable year ending on or after 2013, and (ii) all audit or examination reports and statements of deficiencies assessed against the Company or any of its Subsidiaries.

3.9.17 Nothing in this Section 3.9 or otherwise in this Agreement shall be construed as a representation or warranty with respect to the amount or availability following the Closing Date of any net operating loss, capital loss, Tax credits, Tax basis or other Tax asset or attribute of the Company or any of its Subsidiaries; *provided that*, for the avoidance of doubt, nothing in this Section 3.9 shall be construed as limiting the Liability of the Holders for any NOL Shortfall pursuant to the provisions of Section 8.2.1(a)(vii).

Notwithstanding anything in this Agreement to the contrary, the representations and warranties made by the Company and its Subsidiaries in this Section 3.9 and Section 3.10 are the sole and exclusive representations and warranties made regarding Taxes or other Tax matters.

Section 3.10. Employee Benefits and Labor Matters

3.10.1 Plans and Arrangements. Section 3.10.1 of the Disclosure Schedule sets forth a true and complete list of all material Company Plans (including Company Plans operated in the United Kingdom (the "UK Company Plans").

3.10.2 Plan Documents. With respect to each material Company Plan (including each UK Company Plan), the Company has provided or made available to Parent a current, accurate and complete copy thereof (including amendments) or a copy of the representative form agreement thereof (or a description, if such Company Plan is not written) and, to the extent applicable, true and complete copies of the following documents with respect to each Company Plan: (a) trust agreements, insurance contracts or other funding arrangements and all amendments thereto; (b) the results of the non-discrimination testing for the most recently completed plan year; (c) the Form 5500 and all schedules thereto for the most recently completed plan year; (d) the most recent actuarial report, if any; (e) the most recent IRS determination letter; (f) all material correspondence, rulings or opinions issued by the DOL, IRS or any other Governmental Authority and all material correspondence from the Company and its Subsidiaries to the DOL, IRS or other Governmental Authority other than routine reports, returns or other

filings within the last two (2) years; and (g) the most recent summary plan descriptions and any summaries of material modifications with respect thereto.

3.10.3 ERISA. No Company Plan is subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code or is otherwise a Defined Benefit Plan as defined in Section 3(35) of ERISA (a "Title IV Plan") and neither the Company or any Subsidiary thereof nor any other entity (whether or not incorporated) that, together with the Company and its Subsidiaries, would be treated as a single employer under Section 414 of the Code or Section 4001 of ERISA (each an "ERISA Affiliate") has incurred any Liability pursuant to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code that remains unsatisfied. Within the past six (6) years, neither the Company (nor any Subsidiary thereof) nor any ERISA Affiliate has sponsored, contributed to, or had an obligation to contribute to, any Title IV Plan. No Company Plan is or within the past six (6) years has been a multiemployer plan within the meaning of Section 3(37) of ERISA or Code Section 414(f) (a "Multiemployer Plan"), a "multiple employer" plan within the meaning of ERISA Section 210(a) or Code Section 413(a), a "voluntary employees' beneficiary association" within the meaning of Section 501(c)(9) of the Code, or a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA. Within the past six (6) years, neither the Company (or any Subsidiary thereof) nor any ERISA Affiliate has completely or partially withdrawn from any Multiemployer Plan and no termination Liability to the United States Pension Benefit Guaranty Corporation or withdrawal Liability to any Multiemployer Plan has been or is reasonably expected to be incurred with respect to any Multiemployer Plan by the Company or any of its Subsidiaries or any ERISA Affiliate. Neither the Company (or any Subsidiary thereof) nor, to the Company's Knowledge, any other "disqualified person" or "party in interest," as defined in Section 4975 of the Code and Section 3(14) of ERISA, respectively, has engaged in any "prohibited transaction," as defined in Section 4975 of the Code or Section 406 of ERISA (which is not otherwise exempt), with respect to any Company Plan, nor, to the Company's Knowledge, have there been any fiduciary violations under ERISA that could subject the Company or any of its Subsidiaries (or any Employee) to any material penalty or tax under Section 502(i) of ERISA or Section 4975 of the Code.

3.10.4 Each Company Plan which is intended to meet the requirements of a "qualified plan" under Section 401(a) of the Code is so qualified, and to the extent one is required, has received a favorable determination or opinion letter from the IRS. Each UK Company Plan is registered with HM Revenue and Customs in accordance with Part 4 of the Finance Act of 2004. To the Company's Knowledge, nothing has occurred that would reasonably be expected to cause the loss of such qualification or registered status.

3.10.5 None of the Company Plans provides for post-employment life or health coverage for any participant or any beneficiary of a participant, except as may be required under Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code or any similar state law and at the sole expense of the participant or the participant's beneficiary.

3.10.6 Contributions to Plans. Except as could not reasonably be expected to result in material liability to the Company, all contributions required to have been made under any Company Plan or by Law (without regard to any waivers granted under Section 412 of the Code) have been timely made or accrued. There are no material unfunded liabilities or benefits under any Company Plan that are not reflected in the Financial Statements.

3.10.7 Conformity with Laws. All Company Plans have been established, operated, and maintained in all material respects in compliance with applicable Laws and their terms. There are no pending material Actions arising from or relating to the Company Plans (other than routine benefit claims), nor does the Company have any Knowledge of facts that could reasonably be expected to form the basis for any such Action. There are no material filings or applications pending with respect to the Company Plans with the IRS, the DOL, the UK Pensions Regulator, or any other Governmental Authority. Each Company Plan may, under its terms, be amended or terminated at any time.

3.10.8 Leased Employees. Neither the Company nor any of its Subsidiaries has Employees who are leased employees, or any Liability, contingent or otherwise, for any federal, state or local employment or withholding tax, or workers compensation contribution, with respect to any Employees who are leased employees.

3.10.9 Employment Matters.

(a) Section 3.10.9(a) of the Disclosure Schedule sets forth a true and complete listing of the Current Employees and the Current Consultants, along with each such person's: (i) name; (ii) job title or function; (iii) job location; (iv) current salary or hourly wage (or other fixed or variable basic payment); (v) amount of all incentive compensation paid for the 2017 calendar year; (vi) target incentive compensation for the 2018 calendar year; (vii) annual paid time off accrual; (viii) temporary or permanent status; (ix) full or part time status; (x) exempt or nonexempt classification; (xi) leave or disability status; (xii) classification as an employee, independent contractor or director; and (xiii) solely in respect of any such person who is working in the U.S. but is not a U.S. citizen or U.S. lawful permanent Resident, U.S. immigration status (*i.e.*, visa category) and the current expiration date thereof.

(b) Neither the Company nor any of its Subsidiaries are delinquent in payments to any Employee for any wages, salaries, commissions, bonuses, benefits or other compensation that is due for any services performed by them or any amounts required to be paid to any Employee for any post-employment or post-engagement of any type and is not liable for any arrears of any wages or any taxes or penalties for failure to comply with any of the foregoing.

(c) There are no material claims, actions or charges by or before any Governmental Authority or court brought by or on behalf of any Employee or any other Person who is or was providing services to the Company or its Subsidiaries pending, or to the Company's Knowledge, threatened, against the Company or any employee or director of the Company or its Subsidiaries.

(d) To the Company's Knowledge, no officer, Current Consultant or Current Employee at the level of manager or higher has disclosed any plans to terminate his, her or their employment or other relationship with the Company.

(e) The Company has an IRS Form I-9 that is validly and properly completed in accordance with applicable Law for each Employee with respect to whom such form is required by applicable Law. The Company has complied in all material respects with all Department of Homeland Security, Department of Labor and State Department regulations

governing the employment of foreign national workers and is in compliance in all material respects with all applicable requirements of the Immigration Reform and Control Act.

(f) Except as set forth in Section 3.10.9(f) of the Disclosure Schedule, the Company and its Subsidiaries are in compliance in all material respects with all applicable Laws and collective bargaining agreements (if any) respecting employment and employment practices, terms and conditions of employment, collective bargaining, immigration, wages, hours and benefits, non-discrimination in employment, workers compensation, and the collection and payment of withholding and/or payroll taxes and similar Taxes. The consultancy and independent workers agreements in the United Kingdom (if any) duly comply with the applicable Laws in the United Kingdom and these contracts may not be requalified into employment contracts.

(g) No claim for an unfair labor practice with respect to any Employee is pending or, to the Company's Knowledge, threatened before the National Labor Relations Board. Since January 1, 2016, neither the Company nor any of its Subsidiaries: (i) has received notice of any charge or complaint pending before the Equal Employment Opportunity Commission or similar Governmental Authority alleging unlawful discrimination in employment practices by the Company, nor, to the Knowledge of the Company, has any such charge been threatened; (ii) has received a written notice, citation, complaint or charge asserting any violation or Liability under the federal Occupational Safety and Health Act of 1970 or any similar applicable Law regulating employee health and safety; or (iii) has effectuated (A) a "plant closing" (as defined in the WARN Act or any similar Law) affecting any site of employment or one or more Premises or operating units within any site of employment or facility of the Company or any of its Subsidiaries, or (B) a "mass layoff" (as defined in the WARN Act or any similar Law) affecting any site of employment or Premise of the Company or any of its Subsidiaries.

(h) No Current Employee is represented by any labor union or other labor representative with respect to his or her employment with the Company or any of its Subsidiaries, and there are no labor, collective bargaining agreements or similar arrangements binding on the Company or any of its Subsidiaries with respect to any Current Employee, except for those set forth on Section 3.10.9(h) of the Disclosure Schedule. To the Company's Knowledge, there are no Persons attempting to represent or organize or purporting to represent for bargaining purposes any Current Employee. No grievance or arbitration or other proceeding arising out of or under any collective bargaining agreement relating to the Company or any of its Subsidiaries is pending or, to the Company's Knowledge, threatened. Since January 1, 2016: (i) no petition has been filed nor has any proceeding been instituted by any Employee or group of Employees with the National Labor Relations Board or similar Governmental Authority seeking recognition of a union or labor organization to represent any group of Employees; and (ii) there has not occurred nor, to the Company's Knowledge, has there been threatened any strike, slowdown, picketing, work stoppage, concerted refusal to work or other similar labor activity with respect to Employees.

(i) Except as set forth in Section 3.10.9(i) of the Disclosure Schedule, all Current Employees employed in the United States are employed on an at-will basis and their employment can be terminated at any time for any reason without any amounts being owed to such individuals other than as required under applicable Laws, and the Company's and its Subsidiaries' relationships with all individuals who act as Consultants to the Company or any of its Subsidiaries

can be terminated at any time for any reason without any amounts being owed to such individuals other than as required under applicable Laws.

(j) Except as set forth in Section 3.10.9(j) of the Disclosure Schedule, each of the Subsidiaries of the Company located or operating in the PRC has reported the correct amount of the compensation (including wages, overtime compensation, bonuses and cash allowances) of all relevant Company Employees to the applicable Human Resources and Social Security Bureaus ("China Social Security Bureaus") and other applicable Governmental Authorities in the PRC, and have withheld and paid all payments due for the social insurances of the relevant Company Employees (including pension, medical insurance, work-related injury insurance, unemployment insurance, maternity insurance, ("China Social Insurances") in full and on time as required by the applicable Law. Since incorporation, each of the Subsidiaries of the Company located or operating in the PRC (i) has been in compliance in all material respects with all Laws in relation to the China Social Insurances, including but not limited to the Social Insurance Law of the PRC, and (ii) has never reported untrue or inaccurate information to the competent Social Security Bureaus, and have never underpaid, delayed, or missed any due payments in relation to the China Social Insurances, or otherwise caused the China Social Insurances of the relevant Employees interrupted, and (iii) has never been imposed with administrative penalties or other sanctions due to their non-compliance under the Laws in relation to the China Social Insurances.

3.10.10 Effect of Transaction. Except as set forth in Section 3.10.10 of the Disclosure Schedule, neither the execution and delivery of the Transaction Agreements by the Company nor the consummation of the Transactions (including the Merger) by the Company, shall result in: (a) any payment, benefit or right becoming due to any Employee (including as a result of any "double trigger" obligations in applicable Contracts), or the increase or acceleration of any payment, benefit or other right to any Employee, whether or not any such payment, right or benefit would constitute a "parachute payment" within the meaning of Section 280G of the Code; (b) any required contribution or payment to fund any obligations under any Company Plan; or (c) the provision of any "excess parachute payment" within the meaning of Section 280G of the Code. Neither the Company nor any Subsidiary of the Company has any obligation to any Company Employee or other Person to provide any indemnification, "gross up" or similar in the event any excise tax is imposed on such Person under Code Sections 409A or 4999 or similar state Laws.

3.10.11 Compliance with Section 409A of the Code. To the extent that any Company Plan is a "Nonqualified Deferred Compensation Plan," as such term is defined in Section 409A of the Code, such Company Plan is, in all material respects, in documentary and operational compliance with Section 409A of the Code and all applicable guidance issued by the IRS thereunder.

3.10.12 Plans Outside the United States. Except as set forth in Section 3.10.12 of the Disclosure Schedule no Company Plan is subject to the Laws of any jurisdiction other than the United States of America.

3.10.13 Neither the Company nor any Subsidiary, and no person who is "connected" with or an "associate" of the Company or any Subsidiary (with the terms within speech marks having the meanings given to them by, respectively, section 249 and section 435 of the UK

Insolvency Act 1986) has at any time since 19 December 1996 provided, participated in or otherwise had any (immediate or contingent) liability to or in respect of an occupational pension scheme to which section 75 of the Pensions Act 1995 applies or has applied.

3.10.14 No Employee has transferred to the Company or any Subsidiary in the United Kingdom under circumstances governed by the Transfer of Undertaking (Protection of Employment) Regulations 2006 or predecessor legislation.

Section 3.11. Environmental Matters

. The Company and its Subsidiaries are and, since January 1, 2015, have been, in compliance in all material respects with all applicable Environmental Laws. There is no Action relating to or arising under Environmental Laws that is pending or, to the Knowledge of the Company, threatened against or affecting the Company or any of its Subsidiaries or any Real Property or Premises currently formerly, owned, operated or leased by the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries has received any written, or to the Knowledge of the Company, other notice of, or entered into, or assumed by Contract or operation of Law, any obligation, Liability, order, settlement, judgment, injunction or decree relating to or arising under Environmental Laws. To the Knowledge of the Company, there are no facts, circumstance or conditions existing with respect to the Company or any of its Subsidiaries or any Real Property or Premises currently or formerly owned, operated or leased by the Company or any of its Subsidiaries or any property or facility to or at which the Company or any of its Subsidiaries transported or arranged for the disposal or treatment of Hazardous Materials that would reasonably be expected to result in the Company or any of its Subsidiaries incurring any environmental Liability. Neither the Company nor any of its Subsidiaries has stored, treated, disposed of, arranged for or permitted the disposal of, transported, handled or Released any Hazardous Materials in a manner that has given or could reasonably be expected to give rise to any material Liabilities to the Company or any of its Subsidiaries (including any material Liabilities for response costs, corrective action costs, personal injury, natural resource damages, property damage, or for any investigative, corrective or remedial obligations) pursuant to any Environmental Laws.

Section 3.12. Contracts

3.12.1 Specified Material Contracts. Except as set forth on Section 3.12.1 of the Disclosure Schedule, neither the Company nor any of its Subsidiaries is a party to, has any obligations, rights or benefits under, or has their respective assets or properties bound by:

(a) any Contracts that purport to limit, curtail or restrict the ability of the Company, its Subsidiaries or its Affiliates to conduct business in any geographic area or line of business or restrict the Persons with whom the Company or any of its Subsidiaries or Affiliates may do business;

(b) any Contracts: (i) with any Employee and any offer letters for employment or consulting with the Company or any of its Subsidiaries, that provide for anticipated annual base compensation in excess of $150,000 for any individual (other than employment offers

terminable at will with no severance or acceleration Liability); and (ii) with any Consultant and any offer letters to enter into consulting agreements with the Company or any of its Subsidiaries, that provide for anticipated annual base payments in excess of $150,000 for any individual;

(c) any Contracts with any labor union or other labor representative of Employees (including any collective bargaining agreement);

(d) any Contract with a Related Party (other than employment agreements and independent contractor agreements entered into in the Ordinary Course of Business);

(e) any Contracts granting any power of attorney with respect to the affairs of the Company or any of its Subsidiaries or otherwise conferring agency or other power or authority to bind the Company or any of its Subsidiaries other than to officers and attorneys in the Ordinary Course of Business;

(f) any partnership or joint venture agreements;

(g) Contracts for the acquisition, sale or lease of properties or assets other than in the Ordinary Course of Business, in each case, entered into since January 1, 2015 or which have surviving material rights or ongoing obligations;

(h) any Contracts with a Governmental Authority (other than customer contracts with public universities and public research institutions);

(i) any Contracts evidencing indebtedness for borrowed money (contingent or otherwise) by the Company or any of its Subsidiaries, or any Contracts pursuant to which indebtedness for borrowed money (contingent or otherwise) is guaranteed by the Company or any of its Subsidiaries (in each case, other than credit cards with an aggregate credit limit of less than $500,000), or any guarantees of the foregoing by third parties for the Company's benefit, in each case, except for any such indebtedness or guarantees solely between or among the Company and its Subsidiaries;

(j) any mortgages, pledges, security agreements, deeds of trust or other Contracts granting a Lien, other than Permitted Lien, on any material property or assets of the Company or any of its Subsidiaries;

(k) any lease or rental Contracts relating to personal property requiring the Company or any Subsidiary to make payments in excess of $25,000 during the calendar year ended December 31, 2018;

(l) any Contracts providing for indemnification obligations by the Company or any of its Subsidiaries other than (i) customary indemnities against breach of the obligations contained in such Contract that were entered into in the Ordinary Course of Business, or (ii) customary indemnities against infringement of Intellectual Property Rights contained in non-exclusive licenses or advertising agreements entered into in the Ordinary Course of Business;

(m) any Contract (other than purchase orders, statements of work or work orders) with any supplier or provider of goods or services that are resold by the Company or any of its Subsidiaries or incorporated into any Product that is sold by the Company or any of its Subsidiaries to any Person that is reasonably expected to involve consideration in excess of $150,000 in the current fiscal year or that involved consideration of $150,000 in the previous fiscal year;

(n) any Contracts (other than the IP Contracts listed on Section 3.15.4 of the Disclosure Schedule) (A) relating to (i) any royalty arrangement or milestone, earn-out or other payment, in each case in excess of $25,000 per annum, or (ii) indemnification with respect to any Intellectual Property Rights, except for customary indemnities against infringement of Intellectual Property Rights contained in non-exclusive licenses entered into in the Ordinary Course of Business; or (B) affecting the Company's or any of its Subsidiaries' ability to use or disclose any material Intellectual Property Rights, in each case, other than (i) Shrink-Wrap Licenses, or (ii) Contracts entered into by the Company or one of its Subsidiaries with customers in the Ordinary Course of Business that do not materially deviate from the form of such agreement(s) that has been delivered to Parent;

(o) any Contracts to perform any service or sell or lease any product which grants the other party or any third party "most favored nation" status, "most favored customer" pricing, preferred pricing, exclusive sales, distribution, marketing or other exclusive rights, or rights of first refusal or rights of first negotiation;

(p) any Contract (other than purchase orders, statements of work or work orders) related to the manufacturing, transport, transfer, distribution, resale or storage of any Product that is reasonably expected to involve consideration in excess of $50,000 in the current fiscal year (other than any such Contract that is terminable by the Company or its Subsidiaries without cause upon notice of sixty (60) days or less);

(q) any Contract (other than as set forth above or Real Property Contracts) the termination of which would have a Company Material Adverse Effect; and

(r) any Contract to enter into or negotiate the entering into of any of the foregoing.

3.12.2 Documentation. The Company has previously made available to Parent (a) true and complete copies of each written Material Contract (as defined below) and (b) a summary of each oral Material Contract, together with any and all amendments, supplements and "side letters" thereto.

3.12.3 Status of Material Contracts. (a) Each of the Contracts required to be listed in Section 3.12.1 of the Disclosure Schedule, each of the Real Property Leases, each of the Real Property Contracts, and each of the IP Contracts (collectively, the "Material Contracts") is valid and binding on the Company or any of its Subsidiaries that are party thereto and in full force and effect and, assuming due execution and delivery by the other parties thereto, is enforceable in accordance with its terms by the Company or any such Subsidiaries (as applicable), (b) neither the Company nor any of its Subsidiaries is in breach or default under any Material Contract, nor, to

the Company's Knowledge, does any condition exist that, with notice or lapse of time or both, would constitute a breach or default in any respect thereunder by the Company or any of its Subsidiaries or that would result in material Liability to the Company or any of its Subsidiaries, (c) to the Knowledge of the Company, (i) no other party to any Material Contract is in default in any material respect thereunder and (ii) no condition exists that with notice or lapse of time or both would constitute a default in any material respect by any such other party thereunder, (d) neither the Company nor any of its Subsidiaries has received written, or to the Knowledge of the Company, other notice of (i) any termination or cancellation of any Material Contract by any party thereto or (ii) any material dispute with respect to such Material Contract by any party thereto.

Section 3.13. Assets: Title, Condition

. The Company and its Subsidiaries (as applicable) have good, valid and marketable title to, or valid leasehold interest in or license of, all of their respective material assets and properties, whether real or personal, tangible or intangible, that are used in the conduct of their businesses or reflected in the Interim Balance Sheet as being owned by the Company or its Subsidiaries or acquired after the date thereof (other than assets disposed of in the Ordinary Course of Business since the date of the Interim Balance Sheet) (the "Assets"), free and clear of all Liens except Permitted Liens. The Assets constitute all of the assets, properties and rights that are used in and necessary to conduct the businesses of the Company and its Subsidiaries in all material respects. All of the material fixtures and other material improvements to the Real Property (defined in Section 3.14 below) and all of the tangible personal property Assets other than the inventory (i) are in all material respects adequate and suitable for their present uses, and (ii) in good working order, operating condition and state of repair (ordinary wear and tear excepted).

Section 3.14. Real Property

3.14.1 Section 3.14.1 of the Disclosure Schedule sets forth a list of the addresses of all real property (i) owned by the Company or any of its Subsidiaries (the "Owned Real Property"), or (ii) leased, subleased or licensed by or for which a right to use or occupy has been granted to the Company or any of its Subsidiaries (the "Leased Property" and together with the Owned Real Property, the "Real Property"). Section 3.14.1 of the Disclosure Schedule also identifies, with respect to each Leased Property, each lease, sublease, license or other Contract under which such Leased Property is occupied or used, including the date of, and legal name of each of the parties to, such lease, sublease, license or other Contract and each amendment, modification, supplement or restatement thereto (the "Real Property Leases").

3.14.2 To the Company's Knowledge, the Company or the applicable Subsidiary of the Company, as the case may be, has good and marketable fee simple title in and to the Owned Real Property, free and clear of all Liens other than Permitted Liens. All land premiums, land transfer prices, land use fees, land grant fees and other consideration of any nature whatsoever payable with respect to the Owned Real Property have been fully paid within the applicable time limits in respect of any Owned Real Property.

3.14.3 Neither the Company nor any of its Subsidiaries has received any written or, to the Company's Knowledge, other notice from any Governmental Authority requesting structural alteration, eviction or demolishment of any Owned Real Property or any part thereof and there is no basis for the issuance of any such notice or the taking of any such action.

3.14.4 All Owned Real Property, and the current use and occupancy thereof by the Company or any of its Subsidiaries is in compliance with all applicable Laws affecting such Owned Real Property, including those pertaining to land use, zoning, construction quality and safety, fire prevention and Environmental Laws (collectively, the "Real Property Laws"), and all Governmental Approvals required under the Real Property Laws, as well as all Contracts in relation to acquisition of the Company Real Property (the "Real Property Contracts"). The Company has previously made available to Parent a true and complete copy of each Real Property Contract.

3.14.5 Except as would not have a Company Material Adverse Effect, neither the Company nor any of its Subsidiaries has entered into any written or oral leases, subleases, licenses, concessions, occupancy agreements or other Contracts granting to any other Person the right to use or occupancy of any of the Real Property and there is no Person (other than the Company or the applicable Subsidiary of the Company) in possession of any of the Real Property.

Section 3.15. Intellectual Property; Technology; Privacy and Security; Information Systems; Disaster Recovery

3.15.1 Company IP. The Company or the applicable Subsidiary of the Company, as the case may be, owns or has the right to use all Company Technology and all Intellectual Property Rights therein. Except for the Technology and Intellectual Property Rights licensed to the Company or its Subsidiaries under (i) the Inbound IP Contracts identified on Section 3.15.4 of the Disclosure Schedule and to the extent provided in such Inbound IP Contracts; (ii) off the shelf, "click wrap" or "shrink wrap" license agreements for software or Technology that is generally commercially available to the public ("Shrink Wrap Licenses"), and (iii) Contracts which the primary purpose is not to grant the Company or any of its Subsidiaries a right to use or a license to Company Technology or Company Intellectual Property Rights in the operation of the business of the Company, none of the Company Technology or Company Intellectual Property Rights are owned by any third party. The Company exclusively owns all Company Technology and all Company Intellectual Property Rights, in each case, that are owned by the Company free and clear of all Liens other than Permitted Liens and any Outbound IP Contracts listed on Section 3.15.4 of the Disclosure Schedule.

3.15.2 Infringement. To the Company's Knowledge, neither (i) the operation of the business of the Company and its Subsidiaries (or their respective predecessors) nor (ii) any of the Products sold or offered for sale or Company Technology, in each case at any time since January 1, 2015, has infringed or infringes upon, dilutes, misappropriates or violates any Intellectual Property Rights of any Person. Since January 1, 2015, neither the Company nor any of its Subsidiaries, nor to the Company's Knowledge any of their respective predecessors, has (a) received any written charge, complaint, claim, demand or notice alleging infringement, dilution,

misappropriation or violation of the Intellectual Property Rights of any other Person (including any demand to refrain from using or to license any Intellectual Property Rights of any Person in connection with the conduct of the business) or (b) has a contractual obligation to indemnify any Person for or against any interference, infringement, misappropriation or violation with respect to any Intellectual Property Rights, except for customary indemnities against infringement of Intellectual Property Rights contained in non-exclusive licenses or advertising agreements entered into in the Ordinary Course of Business. To the Company's Knowledge, no other Person has infringed upon, diluted, misappropriated or violated any Company Intellectual Property Rights at any time during the six (6) year period preceding the date hereof. As of the date hereof, there are no pending or, to the Company's Knowledge, threatened claims against the Company or any of its Subsidiaries challenging the ownership of the Company Intellectual Property Rights by the Company or an applicable Subsidiary of the Company, or alleging that any of the Company Intellectual Property Rights are invalid or unenforceable.

3.15.3 Scheduled IP. Section 3.15.3 of the Disclosure Schedule identifies all patents, patent applications, registered trademarks and copyrights, applications for trademark and copyright registrations, domain names, registered design rights and other forms of registered Intellectual Property Rights and applications therefor owned by the Company or any of its Subsidiaries (collectively, the "Company Registrations") as of the date hereof and indicates the owner(s) thereof. Except as set forth on Section 3.15.3 of the Disclosure Schedule, all Company Registrations are exclusively owned by the Company or such Subsidiary free and clear of all Liens (except Permitted Liens). All issued or registered Company Registrations are (i) to the Company's Knowledge, valid and enforceable, and (ii) have been duly maintained (including the payment of all fees that are due as of the date hereof) and are not expired, cancelled or abandoned, except as would not be in violation of Section 5.1.8.

3.15.4 IP Contracts. Section 3.15.4 of the Disclosure Schedule identifies under separate headings each Contract (i) which specifically grants the Company or any of its Subsidiaries the right to use or a license to Company Technology or Company Intellectual Property Rights in the operation of the business of the Company and its Subsidiaries and that any Person besides the Company and its Subsidiaries owns (other than Shrink Wrap Licenses) (the "Inbound IP Contracts") or (ii) pursuant to which the Company or any of its Subsidiaries specifically grant any Person any right or interest in Company Intellectual Property Rights, including any right to use or access any material item of the Company Technology but excluding Contracts entered into by the Company or one of its Subsidiaries with customers in the Ordinary Course of Business (the "Outbound IP Contracts," and together with the Inbound IP Contracts, the "IP Contracts").

3.15.5 Confidentiality and Invention Assignments. The Company and its Subsidiaries have maintained commercially reasonable practices to protect the confidentiality of the confidential information and trade secrets of the Company and its Subsidiaries and, except as would not be material to its business, has required any Employee, Consultant or third party to whom it has granted access, or to whom it has disclosed its confidential information, to execute contracts requiring them to maintain the confidentiality of such information and use such information only in accordance with such contracts. All Employees and Consultants of the Company and its Subsidiaries who (i) in the normal course of their duties are involved in the creation of Company Technology on behalf of the Company or its Subsidiaries that is incorporated in any product or service of the Company or any of its Subsidiaries or (ii) have in fact created any

Company Technology on behalf of the Company or its Subsidiaries that is incorporated in any product or service of the Company or any of its Subsidiaries, have executed contracts that irrevocably assign to the Company or its Subsidiaries on a worldwide royalty-free basis all of such Persons' respective rights, including Intellectual Property Rights relating to such product or service. To the Company's Knowledge, no Employee or Consultant is in material violation of any term of any such agreement. Except as would not be material to the business, all authors of any works of authorship in the Company Technology owned by the Company of any of its subsidiaries have waived their moral rights to the extent permitted by applicable Law or such authors prepared such works in jurisdictions that do not recognize moral rights.

3.15.6 Open Source Software. Except as disclosed on Section 3.15.6 of the Disclosure Schedule, none of the Company Technology owned by the Company or any of its subsidiaries or any product or service of the Company and its Subsidiaries (including any software, middleware, firmware) constitutes or contains any Public Software and is used by the Company or any of its Subsidiaries in a manner that would require disclosure or distribution of any material software of the Company or its Subsidiaries in source code form or would require the Company or its Subsidiaries to grant a license under any material Company Intellectual Property. The software disclosed on Section 3.15.6 of the Disclosure Schedule has never been provided, delivered or distributed by the Company or its Subsidiaries in source code form to any Person other than those Employees and Consultants of the Company or one of its Subsidiaries working on the development of software, firmware or middleware of the Company and its Subsidiaries for the exclusive benefit of the Company and its Subsidiaries. Neither the Company Technology (or any portion thereof) owned by the Company nor any Product of the Company or any of its Subsidiaries is subject to any IP Contract or other contractual obligation that would require the Company or any of its Subsidiaries to publicly divulge any trade secret or material source code that is part of such Company Technology.

3.15.7 Privacy and Data Security.

(a) Except as set forth on Section 3.15.7(a) of the Disclosure Schedule, the use and dissemination by the Company and its Subsidiaries of any Personal Data is and has been in material compliance with the Company's Privacy Policies and internal data security policies, all applicable Law and all material obligations in Contracts to which the Company and its Subsidiaries are bound, regarding the privacy and security of Personal Data controlled or processed by the Company and its Subsidiaries ("Privacy Agreements") since January 1, 2015. To the extent that the Company or any of its Subsidiaries has engaged in cross-border processing of Personal Data, it has taken all steps required by Laws applicable to the cross-border processing of Personal Data, to ensure an adequate level of protection for the Personal Data. Copies of all Privacy Policies and Privacy Agreements in effect as of the date hereof have been provided to Parent. The Company and its Subsidiaries have, since January 1, 2015, provided a Privacy Policy on all websites and any mobile applications owned or operated by the Company and its Subsidiaries to the extent required by any applicable Law or any Privacy Agreement.

(b) Except as set forth on Section 3.15.7(b) of the Disclosure Schedule or as would not be material to the Company or any of its Subsidiaries: (i) the Privacy Policies have been maintained to be materially consistent with the actual practices of the Company and its Subsidiaries; (ii) the Privacy Policies adequately disclose and support the uses of Personal Data by

the Company and its Subsidiaries and the Company or one of its Subsidiaries, as applicable, have sought and obtained consent from individuals for such uses, to the extent required by applicable Law; and (iii) the Privacy Policies have since January 1, 2015, made all material data privacy disclosures to employees, users and customers required by applicable Law.

(c) The Company and its Subsidiaries maintain internal policies and procedures regarding data security and privacy and maintain administrative, technical and physical safeguards that are commercially reasonable and in material compliance with all applicable Law and all Privacy Agreements. Copies of all such policies have been provided to Parent. The Company and its Subsidiaries have documented a privacy and security training program for all Employees that have access to Personal Data. Representative copies of training materials and evidence that past training has occurred per documentation, have been provided to Parent.

(d) Except as set forth on Section 3.15.7(d) of the Disclosure Schedule or as would not be material to the Company and its Subsidiaries, taken as a whole: at any time during the three (3) year period preceding the date hereof, there have been no Security Breaches or unauthorized uses of Personal Data. During the two (2) year period preceding the date hereof, no written notice has been provided to the Company or any of its Subsidiaries by a third-party vendor or any other person of any Security Breach. No Person (including any Governmental Authority) has commenced any Action pending as of the date hereof against the Company or any of its Subsidiaries relating to the information privacy or data security practices of the Company and its Subsidiaries, or, to the Knowledge of the Company, threatened any such Action or made any written complaint, investigation or inquiry relating to such practices. Except as would not be material to the Company and its Subsidiaries, taken as a whole, at any time during the three (3) year period preceding the date hereof, neither the Company nor any of its Subsidiaries have provided written notification to any individual or organization of an actual Security Breach or an unauthorized use of Personal Data. At any time during the three (3) year period preceding the date hereof, neither the Company nor any of its Subsidiaries has experienced a ransomware attack or other malicious intrusion.

(e) Except as would not be material to its business, the Company and its Subsidiaries have taken commercially reasonable steps to limit access to Personal Data to: (i) those personnel of the Company or any of its Subsidiaries and third-party vendors providing services to or on behalf of the Company or any of its Subsidiaries who have a need to know such Personal Data in the execution of their duties to the Company or any of its Subsidiaries; and (ii) such other Persons permitted to access such Personal Data in accordance with the Privacy Policies, all applicable Laws and Privacy Agreements.

(f) The Company and its Subsidiaries maintain a written technical information security program that contains administrative, technical and physical safeguards (including encryption) reasonably consistent with industry standards and materially compliant with applicable Laws (the "Security Program"). The Security Program of the Company and its Subsidiaries is designed to (i) protect the integrity and confidentiality of Personal Data; (ii) protect against reasonably anticipated threats or hazards to the security of Personal Data; (iii) protect against the unauthorized access, disclosure or use of Personal Data; (iv) address computer and network security; and (v) provide for the secure destruction and disposal of Personal Data. The Security Program has been updated in all material respects as required by all applicable Laws. All

third-party vendors or Persons with access to Personal Data have entered into contracts or written agreements with the Company or any of its Subsidiaries (as applicable) requiring that such vendors or Persons maintain a substantially similar security program.

(g) Except as would not be material to its business, the Company and its Subsidiaries use commercially reasonable measures that are designed to control the access to their computer and information technology networks. All of the Company's and its Subsidiaries' security measures are designed to be materially consistent with the requirements of applicable Laws and are designed to (A) prevent the unauthorized disclosure of confidential information (including Personal Data) of the Company's and its Subsidiaries' customers; (B) prevent access without express authorization (and immediately terminate such unauthorized access) to the networks and information system of the Company's and its Subsidiaries' customers through the networks of the Company or any of its Subsidiaries; and (C) facilitate the Company's and its Subsidiaries' identification of the Person making or attempting to make such unauthorized access. The Company has delivered to Parent copies of all audits and risk assessments of the computer and information technology networks of the Company and its Subsidiaries that have been conducted over the past three (3) years.

3.15.8 Effect of Transactions on Company Technology Rights, Company Intellectual Property Rights or Data Privacy. There are no IP Contracts pursuant to which the consummation of the Transactions (including the Merger) shall adversely affect the Company and its Subsidiaries' ownership or use of any Company Technology or Company Intellectual Property Rights or the legal right and ability by the Company and its Subsidiaries to continue using the Company Technology and the Company Intellectual Property Rights in the operation of the businesses of the Company and its Subsidiaries on or after the Effective Time to the same extent as the Company Technology and the Company Intellectual Property Rights are used in the operation of the business prior to the Effective Time, except as would not otherwise have a Company Material Adverse Effect. The Transactions (including the Merger) (including any transfer of Personal Data resulting from the Transactions) shall not violate any IP Contracts or in any material respects the Privacy Policies. There are no IP Contracts or Privacy Policies or other items related solely to the Company and its Subsidiaries that will prevent, immediately following the Effective Time, the Surviving Corporation from continuing to have the right to use such Personal Data on materially identical terms and conditions as the Company and its Subsidiaries enjoyed immediately prior to the Effective Time.

3.15.9 Information Systems. To the Company's Knowledge, the Company and its Subsidiaries own, lease or license all material Information Systems that are used in the businesses of the Company or and its Subsidiaries. To the Company's Knowledge, in the last twelve (12) months there have been no material failures, breakdowns, outages or unavailability of such Information Systems and the DR Plans were not activated other than for testing purposes. None of the Information Systems of the Company or a Company Subsidiary constitutes, contains, or is dependent upon any Public Software and is used by the Company or any of its Subsidiaries in a manner that would require disclosure or distribution of any software of the Company or its Subsidiaries in source code form or would require the Company or its Subsidiaries to grant a license under any material Company Intellectual Property. Immediately prior to Closing, the material Information Systems used by the Company and its Subsidiaries will be in the possession, custody or control of the Company or its Subsidiaries (or the Company or its Company

Subsidiaries will have the legal right and ability to use pursuant to a Contract). There are no IP Contracts pursuant to which the consummation of the Transactions (including the Merger) shall adversely affect the Surviving Corporation's legal right or ability to continue using the Information Systems following the Closing Date to the same extent as the Company and the Company Subsidiaries used such Information Systems prior to the Closing Date, except as would not have a Company Material Adverse Effect.

3.15.10 Disaster Recovery. The Company has delivered to Parent a copy of the current DR Plans. The DR Plans are materially consistent with applicable Laws. The Company and its Subsidiaries have conducted testing of the DR Plans not less frequently than annually (and in any event, upon a material change to the DR Plans) and corrected any material deficiencies in the DR Plans or material deficiencies in compliance with the DR Plans by the Company and any applicable Subsidiary thereof.

Notwithstanding anything in this Agreement to the contrary, the representations and warranties made by the Company in this Section 3.15 are the sole and exclusive representations and warranties made regarding the infringement, dilution, misappropriation or other violation of Intellectual Property Rights.

Section 3.16. Insurance

. Section 3.16 of the Disclosure Schedule sets forth a list of all policies of property, general Liability, directors and officers, fiduciary, employment, title, workers' compensation, environmental, product Liability, cyber Liability and other forms of insurance maintained by the Company or any of its Subsidiaries, each of which are in full force and effect as of the date hereof. The Company has delivered to Parent complete and correct copies of all such policies, together with all endorsements, riders and amendments thereto. There are no claims pending under such policies as to which coverage has been reserved, questioned, denied or disputed by the insurers of such policies, all premiums that are due and payable under all such policies have been paid and the Company and its Subsidiaries (as applicable) are otherwise in compliance in all material respects with the terms of such policies, and neither the Company nor any of its Subsidiaries has received any written, or to the Knowledge of the Company, other notice of non-renewal, cancellation or termination of any insurance policy in effect on the date hereof. Neither the Company nor any of its Subsidiaries has failed to give proper notice of any material claim under any such policy in a valid or timely fashion.

Section 3.17. Related Party/Affiliate Transactions

. Except as set forth on Section 3.17 of the Disclosure Schedule, other than ordinary course Employee- and director-related compensation and reimbursement Liabilities, neither the Company nor any of its Subsidiaries is a party to any Contract, transaction or commitment with any Related Party.

Section 3.18. Customers and Suppliers

. Section 3.18 of the Disclosure Schedule sets forth true and complete lists of the top twenty-five (25) customers and top fifteen (15) suppliers of the Company and its Subsidiaries (measured in terms of total revenues (for customers) or total expenses (for suppliers)) attributable to each such

Person (a) during the year ended December 31, 2017, and (b) during the seven (7) month period ended July 31, 2018 (each Person identified on at least one of such lists, a "Top Customer or Supplier"), showing the total revenues received by the Company and/or its Subsidiaries from each such customer and the total expenses of the Company and/or its Subsidiaries for each such supplier, during such periods. Since the Balance Sheet Date, no Top Customer or Supplier has (a) ceased or materially reduced its purchases from or sales or provision of services to the Company or any of its Subsidiaries, or (b) to the Company's Knowledge, threatened to cease or materially reduce such purchases or sales or provision of services, other than in the Ordinary Course of Business. No Top Customer or Supplier has pending or, to the Company's Knowledge, has threatened, any Action against the Company or any of its Subsidiaries.

Section 3.19. Product Warranties

. Section 3.19 of the Disclosure Schedule includes correct and complete copies of the standard terms and conditions of the sale of Products by the Company and its Subsidiaries. Neither the Company nor any of its Subsidiaries has been notified in writing during the past three (3) years of any material claims for and, to the Company's Knowledge, there are no material claims for any extraordinary product returns, warranty obligations or product services relating to any of its Products.

Section 3.20. Foreign Operations; Export Control; Certain Business Practices

3.20.1 Since January 1, 2015, each of the Company and its Subsidiaries has at all times been in compliance in all material respects with all anti-boycott Laws applicable to the Company and its Subsidiaries, including, solely to the extent applicable, Code Section 999 and the regulations issued pursuant thereto and the Export Administration Regulations administered by the U.S. Department of Commerce, as amended from time to time, including all reporting requirements.

3.20.2 Since January 1, 2015, each of the Company and its Subsidiaries has at all times been in compliance in all material respects with (i) any and all import or export control or sanctions Laws of any jurisdiction applicable to the Company and its Subsidiaries, including, solely to the extent applicable, the Export Administration Regulations administered by the Bureau of Industry and Security of the U.S. Department of Commerce, sanctions and embargo Laws, executive orders and regulations administered by the Office of Foreign Assets Control of the U.S. Treasury Department, and the International Traffic in Arms Regulations administered by the Directorate of Defense Trade Controls of the U.S. State Department, as amended from time to time, and (ii) any and all required export or re-export approvals granted under such applicable Laws.

3.20.3 Since January 1, 2015, each of the Company and its Subsidiaries has at all times been in compliance in all material respects with (i) any and all applicable import Laws of any applicable jurisdiction applicable to the Company and its Subsidiaries, including, solely to the extent applicable, the customs regulations administered by U.S. Customs and Border Protection of the U.S. Department of Homeland Security and the Foreign Trade Regulations administered by

the Census Bureau of the U.S. Department of Commerce, as amended from time to time, and (ii) any and all required import approvals granted under such Laws.

3.20.4 Since January 1, 2015, neither the Company nor any of its Subsidiaries, or any of their respective directors, officers, or employees, or to the Company's Knowledge, it's or their agents, in each case, in such Person's capacity as such and acting on behalf of the Company or its Subsidiaries, has violated any Anti-Corruption Law in any material respect.

3.20.5 Since January 1, 2015, neither the Company nor any of its Subsidiaries has been a party to any Contract with or, to the Company's Knowledge, conducted business with, or participated in any transaction involving, (i) any Person identified on the Office of Foreign Assets Control's ("OFAC") list of Specially Designated Nationals and Blocked Persons or targeted by an OFAC Sanctions Program while such Person was so listed or targeted; or (ii) any Governmental Authority with respect to which the United States or any jurisdiction in which the Company or any of its Subsidiaries is operating or located administers or imposes economic or trade sanctions or embargoes while such sanctions or embargoes were in effect.

Section 3.21. Brokers and Other Advisors

. Except for Jefferies LLC, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transactions (including the Merger) based upon arrangements made by or on behalf of the Company or any of its Subsidiaries or any of its Affiliates.

Section 3.22. Powers of Attorney

. Neither the Company nor any of its Subsidiaries has any general or special powers of attorney outstanding (whether as grantor or grantee thereof).

Section 3.23. Disclaimer of the Company

. Except as expressly set forth in this Article III and in the other Transaction Agreements (together with any representations and warranties expressly and specifically made by the Holders in the Joinder Agreements) none of the Company, its Affiliates, the Holders or any of their respective Representatives make or have made any other representation or warranty, express or implied, at Law or in equity, whether orally or in writing, including with respect to information and documents provided or made available in "Project Darwin" data room maintained by Merrill Corporation on behalf of the Company, management presentations, functional "break-out" discussions, responses to questions submitted on behalf of Parent or its Affiliates or in any other form in connection with the Transactions (collectively, "Company Information"), in respect of the Company Capital Stock, the Company or its Subsidiaries the properties or assets of the Company or its Subsidiaries or the business of the Company or its Subsidiaries, including with respect to (i) merchantability or fitness for any particular use or purpose; (ii) the operation of the Company or any of its Subsidiaries by Parent after the Closing; (iii) the non-infringement of rights or (iv) the probable success or profitability of the Company or any of its Subsidiaries after the Closing and any such representation or warranty is hereby expressly disclaimed, in each case, except to the extent that any item of Company Information is itself described or referred to as having been made available, provided or delivered in a representation or warranty contained in this Article III, the other

Transaction Agreements (together with any representations and warranties expressly and specifically made by the Holders in the Joinder Agreements) or a schedule hereto or thereto (including the Disclosure Schedule).

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub jointly and severally represent and warrant, as of the date hereof and as of the Closing Date, to the Company as follows:

Section 4.1. Organization, Standing and Corporate Power

. Each of Parent and Merger Sub is a corporation duly incorporated, validly existing and in good standing under the Laws of the jurisdiction in which it is incorporated.

Section 4.2. Authority; Noncontravention

4.2.1 Power; Enforceability. Each of Parent and Merger Sub has all requisite corporate power and authority to execute and deliver this Agreement and the Transaction Agreements to which it is a party and to perform all of its obligations thereunder and to consummate the Transactions (including the Merger). The execution, delivery and performance by each of Parent and Merger Sub of the Transaction Agreements to which it is a party and the consummation by Parent and Merger Sub of the Transactions (including the Merger) have been duly authorized and approved by their respective Boards of Directors (and prior to the Effective Time shall be adopted by Parent as the sole shareholder of Merger Sub) and no other action on the part of Parent or Merger Sub or their stockholders is necessary to authorize the execution, delivery and performance by Parent and Merger Sub of the Transaction Agreements to which either Parent or Merger Sub is a party and the consummation by it of the Transactions (including the Merger). This Agreement has been and, upon their execution, each of the other Transaction Agreements to which Parent or Merger Sub is a party shall be, duly executed and delivered by Parent and Merger Sub. Assuming due authorization, execution and delivery of this Agreement and the other Transaction Agreements by the other Parties hereto and thereto, this Agreement constitutes and the other Transaction Agreements to which Parent or Merger Sub is a party shall, when executed and delivered, constitute, the legal, valid and binding obligations of Parent and Merger Sub, enforceable against Parent and Merger Sub in accordance with their respective terms, except to the extent that their enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights generally and by general equitable principles.

4.2.2 No Violations. Assuming that all consents, approvals, authorizations and other actions described in Section 4.3 have been obtained, neither the execution and delivery by Parent or Merger Sub of the Transaction Agreements to which Parent or Merger Sub is a party, nor the consummation of the Transactions (including the Merger), nor compliance by Parent and Merger Sub with any of the terms or provisions thereof, shall result in a Conflict under (a) any provision of the Organizational Documents of Parent or Merger Sub, (b) any Order applicable to Parent or Merger Sub or any of their respective properties or assets (whether tangible or

intangible), (c) any Law applicable to Parent or Merger Sub or any of their respective properties or assets (whether tangible or intangible), (d) any Contract to which Parent or Merger Sub is a party or by which any of their properties or assets may be bound or affected or (e) any Permit issued to Parent or Merger Sub, except, in the case of clauses (c), (d) and (e) for Conflicts as, individually or in the aggregate, would not reasonably be expected to prevent or materially delay or materially impair the ability of Parent or Merger Sub to consummate the Transactions (a "Parent Material Adverse Effect").

Section 4.3. Governmental Approvals

. Except for (a) the filing of the Cayman Plan of Merger with the Registrar of Companies in the Cayman Islands pursuant to the CCL and the other documents required to effect the Merger as provided in Part XVI of the CCL, (b) filings required under, and compliance with other applicable requirements of, any Antitrust Laws and the expiration of applicable waiting periods (if required in any applicable jurisdiction), and (c) the Transaction Approvals, no consents or approvals of, or filings with, or notices to any Governmental Authority are required to be made or obtained by Parent or Merger Sub or any of their Affiliates for the valid execution, delivery and performance of this Agreement by Parent and Merger Sub, or the other Transaction Agreements to which either Parent or Merger Sub is a party, or the consummation by Parent and Merger Sub of the Transactions (including the Merger).

Section 4.4. Ownership and Operations of Merger Sub

. Parent is the record owner of all of the outstanding capital stock of Merger Sub. Merger Sub was formed solely for the purpose of engaging in the Transactions, has engaged in no other business activities and has conducted its operations only as contemplated hereby.

Section 4.5. Availability of Funds

. Parent shall have available to it at the times required by this Agreement sufficient funds to pay the Estimated Merger Consideration, to make the other payments contemplated hereby (including fees and expenses payable by Parent) and to consummate the Transactions (including the Merger).

Section 4.6. Brokers and Other Advisors

. Except for Evercore Group L.L.C., no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Parent or any of its Affiliates.

Section 4.7. Legal Proceedings

. Since January 1, 2015, except as would not have a Parent Material Adverse Effect, there have not been and there are no pending or, to the Parent's Knowledge, threatened Actions, in either case, by or against Parent or any of its Subsidiaries, their respective properties or assets.

Section 4.8. Independent Investigation; Company's Representations

4.8.1 Parent has conducted its own independent investigation, review and analysis of the business, operations, assets, Liabilities, results of operations and financial condition and prospects of the Company and its Subsidiaries, which investigation, review and analysis was performed by Parent, its Affiliates and their respective Representatives. Parent, its Affiliates and their Representatives (a) have had access to and the opportunity to review all of the documents in the "Project Darwin" data room maintained by Merrill Corporation on behalf of the Company but for purposes of this Section 4.8 only to the extent such documents were posted in such data room on or prior to the date that is two Business Days prior to the date of this Agreement; and (b) have been afforded access to the books and records, facilities and officers, directors, employees and other Representatives of the Company and its Subsidiaries for purposes of conducting a due diligence investigation with respect thereto. In entering into this Agreement, each of Parent and Merger Sub acknowledges that it has relied solely upon the aforementioned investigation, review and analysis and on the representations and warranties of the Company expressly and specifically set forth in this Agreement and in the other Transaction Agreements (together with any representations and warranties expressly and specifically made by the Holders in the Joinder Agreements), as deemed qualified by the Disclosure Schedule, including as those relate to any item of Company Information to the extent that any such item of Company Information is itself described or referred to as having been made available, provided or delivered in a representation or warranty contained in this Agreement, the other Transaction Agreements (together with any representations and warranties expressly and specifically made by the Holders in the Joinder Agreements) or a schedule hereto or thereto (including the Disclosure Schedule).

4.8.2 Each of Parent and Merger Sub hereby acknowledges and agrees that other than the representations and warranties made by the Company in Article III and in the other Transaction Agreements (together with any representations and warranties expressly and specifically made by the Holders in the Joinder Agreements), as deemed qualified by the Disclosure Schedule, none of the Holders, the Company, its Affiliates or any of their respective Representatives have made any representation or warranty, express or implied, at Law or in equity, whether orally or in writing, with respect to Company Information, including as to (A) merchantability or fitness for any particular use or purpose; (B) the operation of the Company or any of its Subsidiaries by Parent after the Closing; (C) the non-infringement of rights or (D) the probable success or profitability of the Company or any of its Subsidiaries after the Closing, in each case, except to the extent that any item of Company Information is itself described or referred to as having been made available, provided or delivered in a representation or warranty contained in this Agreement, the other Transaction Agreements (together with any representations and warranties expressly and specifically made by the Holders in the Joinder Agreements) or a schedule hereto or thereto (including the Disclosure Schedule).

ARTICLE V
ADDITIONAL COVENANTS AND AGREEMENTS

Section 5.1. Conduct of Business

. Except (w) as required or expressly permitted or expressly contemplated by the Transaction Agreements, (x) with the prior written consent of Parent, which consent shall not be unreasonably withheld, conditioned or delayed, (y) as required by applicable Law or (z) as set forth in Section 5.1 of the Disclosure Schedule, from the date of this Agreement until the Effective Time or the earlier termination of this Agreement pursuant to Article VII, (a) the Company shall, and shall cause its Subsidiaries to (i) conduct its business in the Ordinary Course of Business in all material respects, (ii) use commercially reasonable efforts to (A) maintain and preserve intact its present business organization and the goodwill of those having material business relationships with it (including using commercially reasonable efforts to preserve its relationships with key employees, customers, suppliers, distributors, strategic partners, licensors, licensees and landlords, in each case, that have material business relationships with the Company or any of its Subsidiaries) and (B) maintain in full force and effect all insurance policies described in Section 3.16, and (b) the Company shall not, nor shall it cause or permit any of its Subsidiaries to:

5.1.1 issue, sell, grant, dispose of, amend any term of, grant registration rights with respect to, pledge or otherwise encumber or permit any Lien on any shares of capital stock or other equity interests of the Company or any of its Subsidiaries, or any securities or rights convertible into, exchangeable or exercisable for, or evidencing the right to subscribe for any shares of the share capital or other equity interests of the Company or any of its Subsidiaries, or any rights, warrants, options, calls, commitments or any other Contract of any character to purchase or acquire any shares of the share capital or other equity interests of the Company or any of its Subsidiaries or any securities or rights convertible into, exchangeable or exercisable for, or evidencing the right to subscribe for, any shares of the share capital or other equity interests of the Company or any of its Subsidiaries;

5.1.2 amend (including by reducing an exercise price or extending a term) or waive any rights under, any provision of the Company Option Plan or any Contract evidencing any outstanding stock option or other right to acquire share capital of the Company or any of its Subsidiaries or any restricted share or stock purchase agreement or any similar or related contract;

5.1.3 redeem, purchase or otherwise acquire or cancel any outstanding shares of capital stock or equity interests of the Company or any of its Subsidiaries, or any rights, warrants, options, calls, commitments or any other Contract of any character to acquire any shares of the share capital or equity interests of the Company or any of its Subsidiaries, other than repurchase of unvested shares held by Employees upon the termination of their employment in accordance with agreements existing as of the date hereof;

5.1.4 declare, set aside funds for the payment of or pay any dividend on, or make any other distribution in respect of, any shares of capital stock or other equity interests of the Company or make any payments to the Stockholders of the Company;

5.1.5 split, combine, subdivide, reclassify or take any similar action with respect to any shares of the share capital or other equity interests of the Company or any of its Subsidiaries;

5.1.6 form any Subsidiary;

5.1.7 incur, guarantee, issue, sell, repurchase, prepay or assume any Company Debt except as set forth on Section 5.1.7 of the Disclosure Schedule, or issue or sell any options, warrants, calls or other rights to acquire any debt securities of the Company or any of its Subsidiaries;

5.1.8 sell, transfer, lease, license, mortgage or otherwise dispose of or (including abandonment of Intellectual Property) subject to any Lien, other than Permitted Liens, (including pursuant to a sale-leaseback transaction or an asset securitization transaction), any material properties or material assets of the Company or any of its Subsidiaries, except (a) pursuant to existing contracts, or (b) sales of inventory or non-exclusive licenses of assets in the Ordinary Course of Business;

5.1.9 except in accordance with the capital budget of the Company set forth in Section 5.1.9 of the Disclosure Schedule, make any capital expenditure in excess of $250,000 individually or in the aggregate;

5.1.10 acquire in any manner (whether by merger or consolidation, the purchase of an equity interest in or a material portion of the assets of or otherwise) any business or any corporation, partnership, association or other business organization or division thereof;

5.1.11 make any investment (by contribution to capital, property transfers, purchase of securities or otherwise) in, or loan or advance funds to any Person, other than (a) travel and similar advances to Employees in the Ordinary Course of Business, (b) advances to the Company's Top Customers or Suppliers made in the Ordinary Course of Business, (c) loans, advances or capital commitments among the Company and its Subsidiaries;

5.1.12 (a) enter into, terminate, materially modify, renew or materially amend (including by accelerating material rights or benefits under) any Material Contract or (b) enter into any Contract that would have been a Material Contract had it been in effect on the date hereof, in each case, other than in the Ordinary Course of Business (provided that the terms and conditions are consistent in all material respects with past practice with respect to liability and risk allocation (including with respect to indemnification) and, no amendment is adverse to the Company or its Subsidiaries);

5.1.13 (a) hire or terminate any Current Employees or Current Consultants who are paid a base salary in excess of $150,000 annually by the Company (other than for "cause"), (b) materially increase the annual level of compensation payable or to become payable by the Company to any of its directors or Current Employees, (c) grant any bonus, benefit or other direct or indirect compensation to any director, Current Employee or Current Consultant other than in the Ordinary Course of Business, (d) materially increase the coverage or benefits available under or otherwise materially modify or amend or terminate any (or create any new) Company Plan, except as required by applicable Law or by the terms of any Company Plan or (e) other than in the Ordinary Course of Business, enter into any employment, deferred compensation, severance, consulting, non-competition or similar agreement to which the Company is a party (or amend any such agreement in any material respect) or enter into any agreement involving a Current Employee or Current Consultant, except, in each case, as required by applicable Law from time to time in effect or by the terms of any Company Plan;

5.1.14 enter into any Contract with any Related Party;

5.1.15 make, change or revoke any election concerning Taxes or Tax Returns, file any amended Tax Return or any Tax Return inconsistent with past practice, enter into any closing or similar agreement with any Taxing Authority with respect Taxes, settle any Tax claim or assessment or surrender any right to claim a refund of Taxes, request any Tax ruling, or agree to an extension or waiver of the statute of limitations with respect to the assessment or determination of Taxes (other than as a result of a valid extension of time to file a Tax Return), in each case, to the extent relating to income (or similar) Tax or otherwise concerning a material amount of Taxes or material Tax Returns, as the case may be;

5.1.16 make any changes in financial or income or other material Tax accounting methods, principles or practices (or change an annual accounting period), except as required by applicable Law;

5.1.17 amend any Company Organizational Documents or Organizational Documents of any of its Subsidiaries (including by merger, consolidation, reorganization or otherwise);

5.1.18 adopt a plan or Contract for, or carry out, any complete or partial liquidation, dissolution, restructuring, recapitalization, merger, consolidation or other reorganization, other than as required by the provisions of the Transaction Agreements;

5.1.19 initiate, settle, agree to settle, waive or compromise any material Action (or a similar action by or before an independent third party accreditation agency) by or against the Company or its Subsidiaries, other than settlements of any such Action (or such similar action by or before an independent third party accreditation agency) solely for money damages full paid prior to the Closing or that will not impose restrictions or obligations on the business of the Company and its Subsidiaries following the Closing;

5.1.20 grant or agree to grant any license to any of the Company's or any of its Subsidiaries' Intellectual Property Rights other than a non-exclusive licenses in the Ordinary Course of Business; or

5.1.21 agree to take any of the foregoing actions specified in this Section 5.1.

Nothing contained in this Agreement shall give Parent or Merger Sub, directly or indirectly, rights to control any operations of the Company or any of its Subsidiaries prior to the Effective Time.

Section 5.2. Joinder Agreements

. The Company shall use commercially reasonable efforts to have each Stockholder who has not executed and delivered to Parent a Joinder Agreement prior to the date hereof execute a Joinder Agreement prior to the Effective Time and shall provide copies of the executed Joinder Agreements to Parent promptly upon receipt.

Section 5.3. Efforts to Consummate

5.3.1 Actions Required to Consummate Transactions. Subject to the terms and conditions of this Agreement and except as otherwise provided in the Agreement, from the date hereof until the Closing Date or such earlier date if this Agreement is terminated pursuant to Article VII, (a) Parent shall (and shall cause its Affiliates to) obtain all approvals, consents, registrations, Permits, authorizations and other confirmations from any Antitrust Authority necessary to consummate the Transactions (including the Merger) (*provided* that the Company shall reasonably cooperate with Parent in obtaining such approvals, consents, registrations, Permits, authorizations and other confirmations, including by making any filings which are required to be made by the Company in order to obtain such approvals, consents, registrations, Permits, authorizations or other confirmations), (b) each Party (other than the Holders' Representative) shall (and shall cause its Affiliates to) use reasonable best efforts to obtain all approvals, consents, authorizations and other confirmations from any Governmental Authority (other than an Antitrust Authority) necessary to consummate the Transactions (including the Merger), (c) each Party shall (and shall cause its Affiliates to) use reasonable best efforts to obtain all approvals, consents, authorizations and other confirmations from any third party (other than a Governmental Authority, including an Antitrust Authority) necessary to consummate the Transactions (including the Merger) and (d) each Party shall (and shall cause its Affiliates to) use its reasonable best efforts to cooperate with each other to promptly take, or cause to be taken, all actions and do, or cause to be done, all things, necessary, proper or advisable (other than any actions specifically governed by the preceding clauses (a), (b) and (c)) to cause the conditions to closing of the Parties hereunder to be satisfied and to consummate and make effective the Transactions (including the Merger), in each case of this Section 5.3.1, as expeditiously as practicable. Notwithstanding the foregoing, Parent shall not, in order to comply with its obligations contained in this Section 5.3.1, have any obligation to take, or cause to be taken, any actions or do, or cause to be done, any things to resolve or cure any breach of, or non-compliance with, any representation or warranty contained in Section 3.8 by the Company that may prevent obtaining any approvals, consents, registrations, Permits, authorizations and other confirmations from any Governmental Authority or third party necessary, proper or advisable to consummate the Transactions.

5.3.2 Regulatory Filings. In furtherance and not in limitation of the covenants of the Parties contained in this Section 5.3, each of the Parties (other than the Holders' Representative) shall (a) as promptly as practicable (but not later than five (5) days after the date hereof) make and effect all required filings and submissions under the HSR Act, (b) as promptly as practicable (but not later than five (5) Business Days after the date hereof) make and effect all required filings and submissions, if any, required under the Antitrust Laws set forth on Section 5.3.2 of the Disclosure Schedule and (c) as promptly as practicable provide all information requested by any Governmental Authority under applicable Law in connection with the Transactions. Each of the Parties shall, subject to applicable Laws, promptly notify the other Parties of any communication it or any of its Affiliates receives from any Governmental Authority relating to the Transactions (including the Merger) and shall, subject to applicable Laws, permit the other Parties to review in advance any proposed communication by such Party to any Governmental Authority with respect to such matters and consider in good faith any comments promptly received from the other Parties with respect thereto. No Party shall agree to participate in any meeting, discussion or call with any Governmental Authority in respect of any filing,

investigation or other inquiry relating to the Transactions (including the Merger) unless it consults with the other Parties in advance and to the extent permitted by such Governmental Authority, gives the other Parties the opportunity to attend and participate in such meeting, discussion or call. Subject to applicable Laws, the Parties shall coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other Parties reasonably request in connection with the foregoing. Subject to applicable Laws, the Parties shall promptly provide each other with copies of all correspondence, filings or communications between them or any of their authorized Representatives, on the one hand, and any Governmental Authority or members of its staff, on the other hand, with respect to the Transactions (including the Merger). Notwithstanding anything in this Section 5.3.2 to the contrary, each Party may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other Parties under this Section 5.3.2 as "outside counsel only" and may redact materials as necessary to (i) remove references concerning valuation, (ii) comply with contractual arrangements or (iii) address legal privilege or other confidentiality concerns. All filing fees payable in connection with the notifications, filings, registrations, submissions or other materials contemplated by this Section 5.3.2 shall be paid entirely by Parent.

5.3.3 Notwithstanding anything in this Section 5.3 to the contrary, Parent shall direct and control the strategy of the Parties to obtain all approvals, consents, registrations, Permits, authorizations and other confirmations from any Governmental Authority. Notwithstanding anything herein to the contrary, and in furtherance of and not in limitation of Parent's undertaking pursuant to this Section 5.3, Parent agrees to take any and all steps necessary to eliminate each and every impediment under any Antitrust Law that is asserted by any Antitrust Authority so as to enable the Parties hereto to consummate and make effective the Transactions (including the Merger) prior to the Outside Date, including but not limited to negotiating, committing to and effecting by consent decree, hold separate orders, or otherwise, the sale, license, lease, divesture or any other disposition of any of Parent or any of its Affiliates' assets, product lines, properties or businesses or of the Company or any of its Affiliates' assets, product lines, properties or businesses to be acquired by Parent pursuant hereto, and the entrance into any such other arrangements (each such action a "Divestiture Action"), to ensure that no Antitrust Authority enters any order, decision, judgment, decree, ruling or injunction (preliminary or permanent), or establishes any law, rule, regulation or other action preliminarily or permanently restraining, enjoining or prohibiting the consummation of the Transactions (including the Merger), or to ensure that no Antitrust Authority with the authority to clear, authorize or otherwise approve the consummation of the Transactions (including the Merger) under any Antitrust Laws, and whose approval or authorization is necessary, proper or advisable to consummate the Transactions (including the Merger), fails to do so by the Outside Date. The Company shall not, nor shall it cause or permit any of its Subsidiaries to, without Parent's prior written consent, commit to any Divestiture Action. Notwithstanding the foregoing, at the discretion of Parent, any Divestiture Action may be conditioned upon the consummation of the Transactions.

5.3.4 Contractual Consents. The Company and Parent shall use, and shall cause their respective Subsidiaries to use, commercially reasonable efforts to obtain all necessary consents, waivers and approvals of any parties to any Material Contracts as are required thereunder in connection with the Merger or for any such Material Contracts to remain in full force and effect, so as to preserve all material rights of and material benefits to, the Company and its Subsidiaries under such Material Contract from and after the Effective Time; *provided* that nothing in this

Section 5.3.4 shall obligate or be construed to obligate the Company or its Subsidiaries to make or cause to be made any payment or concession to any third party to obtain any such consent; *provided*, *further*, that the obtaining of any such consents shall not be deemed to be a condition to the obligations of the Parties to consummate the Transactions. Such consents, waivers and approvals shall be in a form reasonably acceptable to Parent.

Section 5.4. Public Announcements

. No public announcement or public disclosure will be made by any Party with respect to the subject matter of this Agreement or the Transactions without the prior written consent of the non-disclosing Parties; *provided*, *however*, notwithstanding anything to the contrary herein, the provisions of this Section 5.4 and Section 5.6 will not prohibit (a) any disclosure required by any applicable Law (in which case the disclosing Party will provide the other Parties with the opportunity to review the information to be disclosed in advance of such disclosure), or (b) any disclosure made in connection with the enforcement of any right or remedy relating to this Agreement or the Transactions.

Section 5.5. Access to Information

5.5.1 Access. (a) Subject to the Confidentiality Agreement and the requirements of applicable Law, the Company shall afford to Parent and Parent's Representatives, and Representatives of the issuer of the R&W Insurance Policy, from time to time prior to the earlier of (i) the Effective Time or (ii) the termination of the Agreement pursuant to Section 7.1, reasonable access, during normal business hours upon reasonable advance notice, to (a) all of the Company's and its Subsidiaries' Premises, books and records (in each case, whether in physical or electronic form) (b) the appropriate Representatives of the Company and (c) all other information and documents concerning its business, financial condition and operations, properties and personnel as Parent may reasonably request and Parent shall be allowed to make copies of such information and documents; *provided*, *however*, that any such access or furnishing of information shall be conducted at Parent's expense, under the supervision of the Company's personnel and in such a manner as not to interfere with the normal operations of the Company and its Subsidiaries. Notwithstanding anything to the contrary in this Agreement, nothing shall require the Company to provide Parent or its Representatives, or any Representatives of the issuer of the R&W Insurance Policy, with any access or information that the Company reasonably believes, would (x) compromise or constitute a waiver of any attorney-client or attorney work product privilege or other legal privilege of the Company or its Affiliates, or (y) contravene any applicable Law, fiduciary duty or Contract of the Company or its Subsidiaries; and *provided*, *further*, that the Company shall notify Parent when information and/or records are being withheld because of such a restriction.

(b) From and after the Closing, Parent will, and will cause the Surviving Corporation and its Subsidiaries to, provide the Holders' Representative and its agents (at the expense of the Holders) with reasonable access (for the purpose of examining and copying), during normal business hours, upon reasonable advance notice, under the supervision of Parent's personnel and in such a manner as not to interfere with the normal operations of the Surviving

Corporation and its Subsidiaries to the books and records of the Surviving Corporation and its Subsidiaries with respect to periods or occurrences prior to the Closing Date and reasonable access, during normal business hours, upon reasonable advance notice, under the supervision of Parent's personnel and in such a manner as not to interfere with the normal operations of the Surviving Corporation and its Subsidiaries to employees of each of Parent, the Surviving Corporation, and each of their respective Affiliates, in each case for purposes of complying with any applicable tax, financial reporting or regulatory requirements or any other reasonable business purpose. Unless otherwise consented to in writing by the Holders' Representative, neither Parent nor the Surviving Corporation will, for a period of seven (7) years following the Closing Date, destroy, alter or otherwise dispose of any of the books and records of the Company or its Subsidiaries for any period prior to the Closing Date without first offering to surrender to the Holders' Representative such books and records or any portion thereof which Parent, the Surviving Corporation or any of their respective Subsidiaries may intend to destroy, alter or dispose of. Notwithstanding anything to the contrary in this Agreement, nothing in this Section 5.5.1(b) shall require Parent, the Surviving Corporation or any of their Subsidiaries to provide any such access or furnish any such information that it reasonably believes would (a) violate any applicable Law, (b) compromise or constitute a waiver of any attorney-client or other privilege of Parent, the Surviving Corporation or any of their Subsidiaries or Affiliates or (b) violate any covenant, agreement or obligation of the Surviving Corporation or any Company Subsidiary under a contract; *provided*, *however*, that if Parent, the Surviving Corporation or any of their Subsidiaries are so restricted, they shall promptly notify the Holders' Representative that information or records are being withheld and provide the Holders' Representative with as much information as reasonably possible with respect to such information or records.

5.5.2 Updated Financials. Promptly, but in no event later than ten (10) Business Days after the end of each month from the date hereof until the Closing Date, the Company shall provide Parent with a copy of the true and correct unaudited balance consolidated sheets and related statements of income and cash flows of the Company and its Subsidiaries as of and for the period ended the most-recent month-end prepared using the books and records of the Company and its Subsidiaries and in accordance with GAAP consistently applied, together with a copy of the standard monthly reporting package provided to the Company's management.

Section 5.6. Confidentiality

5.6.1 Holders' Representative shall, and shall use its commercially reasonable efforts to cause its Affiliates and their respective Representatives to, keep confidential all documents and information involving or relating to the Company, its Subsidiaries and their respective businesses that Holders' Representative receives in such capacity (the "Confidential Information"), unless (a) compelled to disclose such Confidential Information by competent judicial process so long as reasonable prior notice of such disclosure is given to Parent and the Company and a reasonable opportunity is afforded Parent and the Company to contest the same, or (b) disclosed in an Action brought by a Party in pursuit of its rights or in the exercise of its remedies hereby (clauses (a) and (b) together, the "Confidential Information Exceptions"). Confidential Information does not include any document or information which (i) is or becomes generally available to the public other than as a result of a disclosure in violation of this Section 5.6

by the receiving party or its Representatives, (ii) was available to the receiving party on a non-confidential basis prior to its disclosure hereunder, (iii) becomes available to the receiving party on a non-confidential basis from a person not known by the receiving party to be under an obligation not to transmit the information to the receiving party or (iv) is independently developed by the receiving party without reference to any of the Confidential Information. The provisions of this Section 5.6 shall survive the Closing Date indefinitely. Notwithstanding anything in this Agreement to the contrary, following the Closing, the Holders' Representative shall be permitted to disclose information to employees, advisors, agents or consultants of the Holders' Representative and to the Holders in connection with the Holders' Representative's duties in connection with this Agreement, in each case who have a need to know such information, provided that such persons are subject to confidentiality obligations with respect thereto (substantially similar as set forth herein).

5.6.2 Parent acknowledges and agrees that any Confidential Information made available to Parent or its Representatives pursuant to Section 5.5 or otherwise by the Company or its Subsidiaries or any of their respective Representatives shall be subject to the terms and conditions of the Confidentiality Agreement.

Section 5.7. Notification of Certain Matters

. Prior to the Closing, each party shall provide prompt written notice to the other parties upon becoming aware (a) of any written notice or other written communication from any Governmental Authority in connection with the Transactions (including the Merger), or (b) of the commencement or written threat of commencement of any Action by a Governmental Authority regarding the Transactions (including the Merger); *provided*, *however*, that neither the delivery of any notice pursuant to this Section 5.7 nor obtaining any information or knowledge in any investigation pursuant to Section 5.5 or otherwise shall (i) cure any breach of, or non-compliance with, any representation or warranty requiring disclosure of such matter, or any breach of any other provision of this Agreement, (ii) amend or supplement any scheduled disclosure made by the Company in Article III or (iii) limit the remedies available to Parent, including remedies pursuant to Article II, Article VI, Article VII or Article IX. Notwithstanding anything to the contrary herein, a party's good faith failure to comply with this Section 5.7 shall not provide any other party the right not to effect the Transactions, except to the extent that any other provision of this Agreement would independently provide such right.

Section 5.8. Taxes

5.8.1 Transfer Taxes. Parent, on the one hand, and the Holder Indemnifying Persons (severally and not jointly in accordance with such Holder's Indemnification Sharing Percentage), on the other hand, shall each be liable for fifty percent (50%) of any real property transfer or gains tax, stamp tax, stock transfer tax or other similar Tax imposed as a result of the Merger (collectively, the "Transfer Taxes"), and any penalties or interest with respect to the Transfer Taxes. The Parties shall cooperate in filing all necessary Tax Returns and other documentation with respect to the Transfer Taxes. For the avoidance of doubt, Transfer Taxes shall not include Non-Resident Capital Gains Taxes.

5.8.2 Straddle Period. To the extent permitted under applicable Law, the Parties shall endeavor to end all taxable periods of the Company and its Subsidiaries relating to income and similar Taxes on the Closing Date. In the event that any taxable period of the Company or any of its Subsidiaries commences on or before, but ends after, the Closing Date (such period, a "Straddle Period"), the amount of Taxes allocable to the portion of the Straddle Period ending on the Closing Date shall be determined as follows: (a) in the case of Taxes imposed on a periodic basis (such as real or personal property Taxes), the amount of such Taxes for the entire period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period) multiplied by a fraction, the numerator of which is the number of calendar days in the Straddle Period ending on, and including, the Closing Date and the denominator of which is the number of calendar days in the entire relevant Straddle Period and (b) in the case of Taxes not described in clause (a) above (such as franchise Taxes, Taxes that are based upon or related to income or receipts, based upon occupancy or imposed in connection with any sale or other transfer or assignment of property (real or personal, tangible or intangible)), subject to Section 5.8.4(d), the amount of any such Taxes shall be determined as if such taxable period ended as of the close of business on the Closing Date.

5.8.3 Cooperation. Following the Closing Date, Parent, the Surviving Corporation and the Holders' Representative shall, as reasonably requested by any Party: (a) assist any other Party hereto in preparing and filing any Tax Returns relating to the Company and any of its Subsidiaries that such other Party is responsible for preparing and filing, (b) cooperate in preparing for any Tax contest, Tax audit of or dispute with any Taxing Authority regarding and any judicial or administrative proceeding relating to liability for Taxes, in the preparation or conduct of litigation or investigation of claims and in connection with the preparation of financial statements or other documents to be filed with any Taxing Authority, in each case with respect to the Company or any of its Subsidiaries, (c) make available to the other Parties and to any Taxing Authority as reasonably requested all information, records and documents relating to Taxes relating to the Company and its Subsidiaries (at the cost and expense of the requesting Party), and (d) upon request from the other Party, use their commercially reasonable efforts to obtain any certificate or other document from any Taxing Authority or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed with respect to the Merger. Parent, its Affiliates and the Holders' Representative shall make themselves (and their respective employees) reasonably available on a mutually convenient basis to provide explanations of any documents or information made available under this Section 5.8.3. Notwithstanding anything to the contrary in this Agreement, Parent shall retain, and shall cause its Affiliates to retain, all Tax Returns, work papers and all material records or other documents in its possession (or in the possession of its Affiliates) relating to Tax matters of the Company or any of its Subsidiaries for all Pre-Closing Tax Periods and Straddle Periods until the later of (i) the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate, without regard to extensions and (ii) six (6) years following the due date (without extension) for such Tax Returns. After such time, before Parent shall dispose of any such documents in its possession (or in the possession of its Affiliates), the Holders' Representative shall be given an opportunity, after ninety (90) days prior written notice, to remove and retain all or any part of such documents as Holders' Representative may select (at Holders' sole expense). For the avoidance of doubt, and notwithstanding any other provision in his Agreement, nothing in this Agreement shall be construed as requiring Parent or any Affiliate thereof to disclose any Tax Return or any other

materials relating to a Tax matter that is not applicable solely to the Company and/or its Subsidiaries.

5.8.4 Tax Returns & Public Notice 7 Submission.

(a) Parent shall prepare and timely file (or cause the Company and its Subsidiaries to prepare and timely file) all Tax Returns (taking into account any extension of time to file such Tax Returns)) that relate to the Company and its Subsidiaries that are filed after the Closing Date (excluding the Public Notice 7 Submission made by the Company pursuant to Section 5.8.4(b)); *provided*, that with respect to any Tax Return prepared by Parent pursuant to this Section 5.8.4(a) relates to a Pre-Closing Tax Period or a Straddle Period, (i) such Tax Return shall be prepared in a manner consistent with past practice of the Company and its Subsidiaries, unless a different treatment of any item is required by applicable Law, (ii) (A) in the case of any Tax Return that relates to Income Taxes (an "Income Tax Return"), Parent shall provide Holders' Representative and its authorized representatives with a draft copy of such Income Tax Return at least thirty-five (35) days prior to the due date (including any extension thereof) for the filing of such Income Tax Return and (B) in the case of any Tax Return that is not an Income Tax Return, Parent shall provide Holders' Representative and its authorized representatives with a draft copy of such Income Tax Return at least twenty (20) days prior to the due date (including any extension thereof) for the filing of such Tax Return, (iii) Holders' Representative shall be deemed to accept and agree with such draft Tax Return unless Holders' Representative delivers a written notice within (A) twenty (20) days (in the case of an Income Tax Return) or (B) ten (10) days (in the case of a Tax Return other than an Income Tax Return), in each case, setting forth in reasonable detail any disputed items with respect thereof, (iv) the Parties shall negotiate in good faith and try to promptly resolve any disputes raised by Holders' Representative in compliance with the provisions of clause (iii); *provided* that if the Parties are unable to resolve in good faith any disputes within five (5) days, any remaining disputes shall be submitted to a tax partner at the Reviewing Party for prompt resolution and the principles of Section 2.15.2 shall apply with respect thereof. If the Reviewing Party is unable to make a determination with respect to any disputed item prior to the due date for the filing of the Tax Return in question, then (x) the Parent may file (or cause the Company to file) such Tax Return in accordance with the Parents reasonable position with respect to such disputed items as reflected in the draft Tax Return provided to the Holders' Representative, and (y) if the Reviewing Party subsequently determines that such Tax Return should be amended, Parent shall file (or cause the Company to file) an amended Tax Return reflecting the determination of the Reviewing Party.

(b) No later than twenty (20) days following the execution of this Agreement, the Company shall deliver to Parent a draft of the proposed submission in compliance with Section 9 of Public Notice 7, a report of the Transaction to the applicable PRC Taxing Authorities (including all information required by Section 9 of Public Notice 7) (the "Public Notice 7 Submission"). The Company shall consider in good faith any reasonable comments provided by Parent no later than six (6) days following receipt by Parent of the draft Public Notice 7 Submission. The Company shall submit the Public Notice 7 Submission (incorporating such reasonable comments made by Parent for which the Company decides to incorporate into the Public Notice 7 Submission after considering any such comments in good faith) to the PRC Taxing Authorities (including all information required by Section 9 identifying Company, Parent and Holders' Representative as interested parties with respect thereto).

(c) With respect to a Tax that was reflected as a current liability in the final calculation of Closing Net Working Capital: (i) if, at the time the annual Tax Return for the applicable Tax period is filed in accordance with the provisions of Section 5.8.4, such Tax is determined to be below the amount attributed to such Tax in the final calculation of Closing Net Working Capital, Parent shall remit the net amount of such excess in accordance with the provisions of clause (iii) below, (ii) if, pursuant to a Contest governed by Section 5.8.6, it is finally concluded that amount of Tax attributed to a Liability for Tax reflected in the final calculation of Closing Net Working Capital (as adjusted for any decrease in the amount of such Taxes that resulted in any excess payment by Parent pursuant to the provisions of clause (i) above) is lower than the amount of such Tax as was reflected in the annual Tax Return for the applicable Tax Period that was filed in accordance with the provisions of Section 5.8.4, Parent shall remit the net amount of such excess in accordance with the provisions of clause (iii) below; and (iii) Parent shall remit the net amount of such excess described in clause (i) or (ii) above within five (5) days after a Tax Return referred to in clause (ii) above was filed or a Tax Contest referred to in clause (ii) above was finally concluded, as the case may be, to the Payments Administrator and the Surviving Corporation, as applicable, and shall be available for distribution to the Holders based on their respective Further Distributions Per Share in accordance with this Agreement, provided that prior to the release of all General Tax Escrow Funds pursuant to Section 8.3.7(c), such excess shall not be remitted to the Payments Administrator or the Surviving Corporation but to the Escrow Agent and shall be treated as an additional General Tax Escrow Amount subject to the provisions of Section 8.3.7(c). For the avoidance of doubt, any Tax with respect to which Parent remitted amounts in accordance with the provisions of clause (iii) above shall be treated as Covered Taxes for which the Holder Indemnifying Parties are responsible under Section 8.2.1(a)(iii)(A).

(d) In preparing all Tax Returns, the Parties agree that, to the maximum extent permitted by applicable Law, all deductions arising as a result of the payment, accrual or incurrence of (i) any item reflected as a Liability in the final calculation of Company Transaction Expenses or (ii) the cancellation of Company Options pursuant to Section 2.7.4 shall, in each case, be allocable to the Pre-Closing Tax Period.

5.8.5 Refunds. To the extent not reflected as current Tax asset in the final calculation of Closing Net Working Capital, any refund (or credit or offset that, at a taxpayer's option, is elected in lieu of a cash refund), including any interest paid or credited by a Taxing Authority with respect thereto, of Taxes of the Company or any of its Subsidiaries for any Tax period ending on or before the Closing Date, excluding any Tax refund (or credit or offset that, at a taxpayer's option, is elected in lieu of a cash refund) attributable to (i) a carry back or other use of any item of loss, deduction, credit, offset or other similar item arising in any Tax period (or a portion thereof) commencing after the Closing Date, and (ii) any Non-Resident Capital Gains Tax (but only to the extent paid by Parent or its Affiliates and not from the Special Tax Escrow), shall be for the benefit of the Holders. Parent shall pay the net amount of such Tax refunds (or credit or offset that, at a taxpayer's option, is elected in lieu of a cash refund), net of any Taxes imposed thereon and other reasonable out-of-pocket expenses incurred with respect thereto, over to the Payments Administrator and the Surviving Corporation, as applicable, no more than five (5) Business Days following receipt of such Tax refund (or credit or offset that, at a taxpayer's option, is elected in lieu of a cash refund), which refund amount shall be available for distribution to the Holders based on their respective Further Distributions Per Share in accordance with this Agreement. Following a reasonable written request by Holders' Representative and at the

Holders' sole expense, Parent shall cause its Affiliate(s) to use commercially reasonable efforts to obtain such Tax refund (or credit or offset that, at a taxpayer's option, is elected in lieu of a cash refund) to which the Holder Indemnifying Persons are entitled under this Section 5.8.5. Notwithstanding anything in this Agreement to the contrary, in the event that any such refund of Taxes (or credit or offset that, at a taxpayer's option, is elected in lieu of a cash refund) is subsequently determined by any Taxing Authority to be less than the amount paid by Parent as set forth above, such disallowed or otherwise reduced amount shall be treated as a Covered Tax for which the Holder Indemnifying Parties are responsible under Section 8.2.1(a)(iii)(A).

5.8.6 Contests.

(a) After the Closing, Parent shall, and shall cause its Affiliates to, promptly notify Holders' Representative in writing and the Equityholders shall or shall cause Holders' Representative to promptly notify Parent in writing, as the case may be, regarding (i) the proposed assessment or the commencement of any Tax audit or administrative or judicial proceeding or of any demand or claim with respect to any Covered Taxes, Non-Resident Capital Gains Taxes or any Covered Withholding Taxes, which, if determined adversely to the taxpayer or after the lapse of time, could be grounds for indemnification under Section 8.2.1(a)(iii) or Section 8.2.1(b)(iii) and (ii) any communications from the PRC Taxing Authorities relating to the Public Notice 7 Submission, provided, however, that no delay on the part of either party in giving any such notice shall relieve an Indemnifying Person of any indemnification obligations unless, and only to the extent that, such Indemnifying Person is actually prejudiced by such delay. Such notice shall include copies of any notice or other document received from any Taxing Authority in respect of any such matter.

(b) In the case of any audit, examination, contest, litigation, appeal, settlement discussion or other proceeding against any Taxing Authority (a "Contest") that relates to either the Taxes of the Company or any of its Subsidiaries solely for any Tax period ending on or before the Closing Date or any Covered Withholding Taxes, which, if determined adversely to the taxpayer or after the lapse of time, could be grounds for indemnification under Section 8.2.1(b)(iii) (excluding, for the avoidance of doubt with respect to Non-Resident Capital Gains Taxes and any discussions with the PRC Taxing Authorities with respect to the Public Notice 7 Submission), Holders' Representative shall have the right, at the Holders' sole cost and expense, to assume the control the conduct of such Contest by delivering a written notice to Parent no later than twenty (20) days after receipt of written notice regarding the commencement of such Contests, provided that (i) the Holders' Representative shall diligently defend such Contest and shall keep Parent reasonably informed regarding the progress and substantive aspects of such Contest (including promptly forwarding copies to Parent of any related correspondence, and providing Parent with an opportunity to review and comment on any material correspondence before Holders' Representative sends such correspondence to any Taxing Authority), (ii) Holders' Representative consult with Parent in connection with the defense or prosecution of any such Contest, (iii) Parent shall have the right (at Parent's cost and expense) to participate in (but not control) the defense of such Contest (including participating in any discussions with the applicable Taxing Authorities regarding such Contest), and (iv) Holders' Representative shall not settle or compromise any such Contest without first obtaining the prior written consent of Parent (not to be unreasonably withheld, conditioned or delayed). If Holders' Representative does not elect to control any such Contest, Parent shall, and shall cause its Affiliates (including the Company and

its Subsidiaries) to (i) diligently defend the Company and its Subsidiaries in connection with such Contest, (ii) keep Holders' Representative reasonably informed regarding the progress and substantive aspects of such Contest (including promptly forwarding copies to Holders' Representative of any related correspondence, and providing Holders' Representative with an opportunity to review and comment on any material correspondence before Parent sends such correspondence to any Taxing Authority), (iii) consult with Holders' Representative in connection with the defense or prosecution of any such Contest, (iv) provide Holders' Representative the right (at the Holders' cost and expense) to participate in (but not control) the defense of such Contest (including participating in any discussions with the applicable Taxing Authorities regarding such Contest), and (v) not settle or compromise any such Contest without first obtaining the prior written consent of Holders' Representative (not to be unreasonably withheld, conditioned or delayed) *provided*, that Parent agrees that it shall be unreasonable for Parent to object a settlement or a compromise of such Contest if such settlement or compromise will not increase the amount of Taxes payable by Parent or any of its Affiliates (including the Company or any of its Subsidiaries) in a Post-Closing Tax Period or impose any restrictions or limits on the activities of Parent or of any its Affiliates (including the Company or any of its Subsidiaries) in a Post-Closing Tax Period. For the avoidance of doubt, to the extent that it is ultimately determined that Covered Taxes or Covered Withholding Taxes are due in connection with any Contest that is controlled by Parent or any of its Affiliates pursuant to the immediately preceding sentence, any reasonable costs and out-of-pocket expenses incurred by Parent or any of its Affiliates (including the Company and its Subsidiaries) in connection with any such Contest shall constitute Losses caused by, as a result of or arising out of, Covered Taxes or Covered Withholding Taxes, as the case may be.

(c) In the case of any Contest that relates to a Straddle Period, Parent shall have the right, at its own cost and expense, to direct and control, through counsel of its own choosing, any such Contest; *provided*, (i) Parent shall keep Holders' Representative reasonably informed regarding the progress and substantive aspects of such Contest (including promptly forwarding copies to Holders' Representative of any related correspondence, and providing Holders' Representative with an opportunity to review and comment on any material correspondence before Parent sends such correspondence to any Taxing Authority), (ii) Parent shall consult with Holders' Representative in connection with the defense or prosecution of any such Contest, (iii) Holders' Representative shall have the right (at the Holders' cost and expense) to participate in (but not control) the defense of such Contest (including participating in any discussions with the applicable Taxing Authorities regarding such Contest), and (iv) Parent shall not settle or compromise any such Contest without first obtaining the prior written consent of Holders' Representative (not to be unreasonably withheld, conditioned or delayed).

(d) As long as the Special Tax Escrow Funds have not been substantially depleted or otherwise released (other than in the case of a Contingent Release but only to the extent Holders are still liable for the related Losses in accordance with the provisions of Section 8.2.4(d)(z)), Parent and Holders' Representative shall jointly control (with each party bearing its respective cost and expense) any Contest that relates to Non-Resident Capital Gains Taxes (including any discussions with the PRC Taxing Authorities with respect to the Public Notice 7 Submission). As part of such joint control, Parent and the Holders' Representative shall (i) keep each other reasonably informed regarding the progress and substantive aspects of such Contest, (ii) promptly forwarding copies to each other of any related correspondence, (iii) provide each other with an opportunity to review and comment on any material correspondence before

sending any correspondence to the PRC Taxing Authorities, (iv) consult with each other in connection with the defense or prosecution of any such Contest, (iii) allow each other to participate and jointly control in the defense of such Contest (including participating in any discussions with the PRC Taxing Authorities regarding such Contest), and (iv) shall not settle or compromise any such Contest without first obtaining the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed). For the avoidance of doubt, Parent agrees that it shall be unreasonable for Parent to object a settlement or a compromise of such Contest that does not result in any other obligations or limitations on Parent, or any of its Affiliates, if the amount of Non-Resident Capital Gains Taxes that would be due by Parent or any of its Affiliates as a result settlement of comprise of any such Contest would not exceed the remaining Special Tax Escrow Funds. Once the Special Tax Escrow Funds have been substantially depleted or otherwise released (other than in the case of a Contingent Release but only to the extent Holders are still liable for the related Losses in accordance with the provisions of Section 8.2.4(d)(z)), Parent shall have the sole right to control Contest that relates to Non-Resident Capital Gains Taxes to which Parent or any of its Affiliates is a party to.

(e) Notwithstanding anything to the contrary in this Agreement, (i) this Section 5.8.6 shall control with respect to any Contest, and (ii) Parent shall have no obligation to disclose to Holders' Representative any Tax information or allow Holders' Representative to participate in any discussion relating to Tax, in each case to the extent attributable to an affiliated, consolidated, unitary, combined or similar group for Tax purposes of which the Company is a member following the Closing.

5.8.7 Tax Covenants.

(a) Except in accordance with the provisions of Sections 5.8.4, 5.8.5 and 5.8.6, as applicable, Parent shall not (i) amend, refile or otherwise modify, or cause or permit the Company or any of its Subsidiaries to amend, refile or otherwise modify, any Tax election or Tax Return with respect to any Pre-Closing Tax Period or Straddle Period, (ii) file a Tax Return of the Company or any of its Subsidiaries for a Pre-Closing Tax Period or Straddle Period in a jurisdiction where the Company and/or its Subsidiary has not previously filed a Tax Return, (iii) grant an extension of any applicable statute of limitations with respect to a Tax Return of the Company or any of its Subsidiaries for a Pre-Closing Tax Period or Straddle Period (other than ordinary course extensions of time within which to file Tax Returns), or (iv) enter into any voluntary disclosure Tax program, agreement or arrangement with any Taxing Authority that relates to the Taxes of any of the Company or any of its Subsidiaries for a Pre-Closing Tax Period or Straddle Period.

(b) Parent shall not make, and shall cause its Affiliates (including the Company and its Subsidiaries) to not make, any election with respect to any the Company and its Subsidiaries (including any election pursuant to Treasury Regulations Section 301.7701-3 or an election under Section 336 or Section 338 of the Code), which election would be effective on or prior to the Closing Date.

5.8.8 NOLs and Deferred Taxes.

(a) If the NOL Value is less than the Deferred Taxes, the Parent shall be indemnified from and against such shortfall (the "NOL Shortfall") and any Liabilities with respect thereof in accordance with the provisions of Section 8.2.1(a)(vii). For the avoidance of doubt, the determination of NOL Shortfall, Available NOLs and/or Deferred Taxes shall be updated, as needed, to take into account the filing of applicable Tax Returns, payment of applicable Taxes, and or the resolution or other settlement of any applicable audit, examination, contest, litigation, appeal, settlement discussion or other proceeding against any Taxing Authority. Parent shall deliver to Holders' Representative a schedule setting forth in reasonable detail the calculation of the NOL Shortfall in conjunction with any claim for indemnification pursuant to Section 8.2.1(a)(vii).

(b) For purposes of this Agreement:

(i) "Available NOLs" means the excess, if any, of (A) the balance of net operating losses of the Company for U.S. federal and applicable state and local income tax purposes as of the end of the Closing Date (determined by taking into account any deductions or other tax attributes with respect to the payment of Company Transaction Expenses, the cancellation of Company Options pursuant to Section 2.7.4 and any other transaction contemplated by this Agreement and by allocating any such items, to the Pre-Closing Tax Period) over (B) the portion of any prepaid amount (1) received by the Company or any of its Subsidiaries prior to the Closing and (2) that is properly taken into account in the income of Parent or any of its Affiliates (including the Company and its Subsidiaries) in a Post-Closing Tax Period for U.S. federal and applicable state and local income tax purposes, but only to the extent that such prepaid amount is taken into account in manner that results in an increase (or a lower reduction) to the Final Merger Consideration (taking into account (1) any Cash received with respect to any such prepaid amount that is reflected in the final calculation of Closing Cash and (2) any deferred revenue or customer deposits related to such prepaid amount that are reflected in the final calculation of Net Working Capital or Company Debt, as applicable).

(ii) "Deferred Taxes" means any Tax liability of the Company and its Subsidiaries that is not fully paid as of the Closing arising under Section 965 of the Code (and any corresponding provision of State and local Tax law).

(iii) "NOL Value" means the aggregate value of net cash Taxes saved by Parent and its Affiliates (including the Company and its Subsidiaries) as a result of the utilization of Available NOLs (determined on a with and without basis) in the three (3) tax years ending after the Closing Date; *provided*, that NOL Value shall be computed (A) by taking into account any limitations on the utilization of Available NOLs under Section 382 of the Code (or any corresponding provisions of applicable state and local Tax Law) or otherwise under applicable Tax Law and (B) by disregarding the utilization of any Available NOLs to the extent that the utilization of any such Available NOLs gives rise to a refund (or credit or offset that, at a taxpayer's option, is elected in lieu of a cash refund) that is for the benefit of the Holders pursuant to Section 5.8.5.

Section 5.9. Officers and Directors Insurance

5.9.1 The Parties agree that, to the maximum extent permitted by applicable Law, all rights to indemnification, advancement of expenses and exculpation from liability for acts or omissions occurring in connection with or prior to the Closing now existing in favor of each Person who is now, or has been at any time prior to the date hereof or who becomes prior to the Closing, a manager, director or officer of the Company or any of its Subsidiaries ("D&O Indemnified Persons"), including as provided in the Company Organizational Documents the Organizational Documents of each of its Subsidiaries, or any Contract between the Company or any of its Subsidiaries and any D&O Indemnified Person, will survive the Closing and will continue in full force and effect in accordance with their respective terms for a period of not less than six (6) years after the Closing Date (or, in the case of any Contract, in accordance with its terms), and will not be amended, repealed or otherwise modified in any manner that would adversely affect the rights thereunder of any D&O Indemnified Person.

5.9.2 Prior to the Closing Date, the Company and its Subsidiaries shall obtain a prepaid extended reporting period or tail policy insuring the D&O Indemnified Persons under the current program of directors' and officers' liability insurance or employment practices liability insurance maintained by the Company or any of its Subsidiaries which shall be effective commencing with the Closing Date and ending six (6) years thereafter and which shall afford coverage for actual or alleged acts or omissions occurring at, during or prior to the Closing Date including with respect to the Transactions (including the Merger), in each case, on terms with respect to such coverage and amounts at least as favorable to such Persons as those of such policies in effect on the date hereof (for purposes hereof, all such policies, the "D&O Tail Insurance"). The Company and Parent shall bear the cost of such insurance coverage equally. Parent shall not, and, following the Closing, shall not allow the Surviving Corporation or any of its Subsidiaries to, amend, waive, modify or terminate the D&O Tail Insurance.

5.9.3 If the Surviving Corporation or any of its Subsidiaries (or any of their respective successors or assigns) transfers all or substantially all of its equity interests, properties or assets to any Person, through any single transaction or combination of transactions of any kind, then, and in each such case, Parent will cause proper provision to be made so that such Person fully assumes the obligations set forth in this Section 5.9.

5.9.4 This Section 5.9 shall be for the benefit of, and shall be enforceable by, any D&O Indemnified Person, and in each case, their respective successors, assigns, heirs, executors, administrators and estates, and such Persons shall be express third-party beneficiaries of this Section 5.9 but only for such purposes.

Section 5.10. Employee Matters

5.10.1 Continuation Period. During the one (1) year period commencing at the Effective Time (the "Continuation Period"), Parent shall provide (or shall cause to be provided) to each Current Employee who remains employed during any portion of the Continuation Period

(each, a "Continuing Employee") (a) a base salary or wage rate that is no less favorable than the base salary or wage rate provided to such Continuing Employee immediately prior to the Effective Time, (b) target-level cash incentive compensation opportunities that are no less favorable than the target-level cash incentive compensation opportunities provided to such Continuing Employee immediately prior to the Effective Time, *provided, however,* that (x) the Continuing Employees who have executed Offer Letters will continue to participate in the Company's current applicable annual incentive plan through the remainder of the current performance period of such plan and thereafter participate in the Parent's incentive compensation plan on a pro-rata basis based on the period of their participation in the Parent's incentive compensation plan, and (y) the Continuing Employees who have not executed Offer Letters will continue to participate in the Company's applicable annual incentive plan for the 2018 and 2019 performance periods of such plan and thereafter participate in the Parent's incentive compensation plan on a pro-rata basis based on the period of their participation in the Parent's incentive compensation plan, (c) severance benefits in amounts and on terms and conditions that are no less favorable than those provided to such Continuing Employee immediately prior to the Effective Time, and (d) other compensation and employee benefits (other than equity based compensation or benefits) that are no less favorable in the aggregate than all other compensation and employee benefits provided to such Continuing Employee immediately prior to the Effective Time. Nothing in this Section 5.10.1 will obligate Parent or any Affiliate thereof to continue the employment of any Company Employee for any specific period after the Effective Time.

5.10.2 Recognition of Service. With respect to any employee benefit plan in which any Continuing Employee first becomes eligible to participate on or after the Effective Time (the "New Plans"), Parent shall make commercially reasonable efforts to: (a) waive or cause to be waived all waiting periods or pre-existing condition or other exclusions with respect to participation and coverage requirements applicable to such Continuing Employee under any New Plan that is a health and welfare plan; (b) recognize or cause to be recognized service of all Continuing Employees (to the extent credited by the Company or its Subsidiaries) accrued prior to the Effective Time for all purposes (other than for the purposes of defined benefit accrual under any defined benefit pension plan, and except as would result in the duplication of benefits for any period); and (c) credit or cause to be credited, if applicable, including through adjustments to health savings accounts, any deductibles or out of pocket expenses incurred by such Continuing Employee and his or her beneficiaries during the portion of the calendar year in which the Effective Time occurs prior to their participation in the New Plans, with the objective that there be no double-counting of such deductibles or other expenses during the calendar year in which the Effective Time occurs.

5.10.3 Change in Control. For avoidance of doubt, for purposes of any Company Plan containing a definition of "change in control" or "change of control" (or language having a similar meaning), the occurrence of the Effective Time shall be deemed to constitute a "change in control" or "change of control" (or language having similar meaning).

5.10.4 Company Plans. At the direction of Parent, which shall be given no later than five (5) Business Days prior to the Closing, the Company shall cease contributions to and/or terminate one of more of the Company Plans effective immediately prior to the Closing, including any Company Plan intended to be qualified under Section 401(a) of the Code; *provided, however*, that any such cessation or termination may only be undertaken (a) in accordance with

the governing documents and Contracts for the Company Plans (including through plan amendment) and (b) if such cessation or termination conforms with applicable Laws. If the Company is required to terminate any Company Plan pursuant to this Section 5.10.4, the Company shall provide Parent with evidence of all actions to effect such termination for its reasonable review at least three (3) Business Days before such actions are adopted.

5.10.5 No Third-Party Beneficiaries. Nothing in this Section 5.10 shall give rise to any obligation by Parent to retain any Current Employee or to continue any Company Plan following the Closing Date. This Section 5.10 is not intended to amend any benefit plans or arrangements of Parent or any of its Subsidiaries, to limit the ability of Parent or any of its Subsidiaries to amend, modify or terminate any of such benefit plans or arrangements or to confer third-party beneficiary rights on any Person who is not a Party to this Agreement.

Section 5.11. Restrictive Covenant Agreements

. The Company shall use commercially reasonable efforts to cause each of the Holders listed on Section 5.11 of the Disclosure Schedule (each, a "Restricted Person") to execute and deliver to Parent a Restricted Covenant Agreement in substantially the form of Exhibit F (each a "Restricted Covenant Agreement").

Section 5.12. No Negotiations, Etc

. The Company shall not, nor shall it cause or permit any of its Subsidiaries, and its and their Representatives to, directly or indirectly solicit, initiate, or enter into any discussions or negotiations or continue in any way any discussions or negotiations with any Person or group of Persons regarding any Competing Transaction (defined below). The Company shall promptly but not later than twenty-four (24) hours of the occurrence of the relevant event notify Parent orally and in writing if any inquiries, proposals, or requests for information concerning a Competing Transaction are received by the Company or any of its Representatives. The written notice shall include the identity of the Person making such inquiry, proposal, or request and the terms and conditions thereof as well as a copy of such inquiry proposal or request. For purposes of this Section 5.12, "Competing Transaction" means a transaction or a series of related transactions (other than the Transactions, including the Merger) involving a sale (whether by merger or consolidation, the sale of a material portion of the equity interests in or assets of, or otherwise) of the Company and its Subsidiaries.

Section 5.13. Termination of Arrangements and Agreements

. Except for (a) any Offer Letters or Transaction Agreement, (b) any of the rights of any D&O Indemnified Person pursuant to Section 5.9, or (c) any rights related to the employment of an employee or services provided by an independent contractor that is an individual, at or prior to the Closing Date (x) all Liabilities between the Company or its Subsidiaries, on the one hand, and any Related Party, on the other hand, shall be settled and paid in full (regardless of the terms of payment of such intercompany accounts), and (y) following all settlements pursuant to (x) above, all Contracts between the Company or its Subsidiaries, on the one hand, and any Related Party, on the other hand, shall be terminated, including sending all required notices, such that each such Contract shall be of no further force of effect at and after the Effective Time, in each case, without any remaining Liability of any kind to Parent, the Company, the Surviving Corporation or any of their respective Subsidiaries as a result of or in connection with such termination.

Section 5.14. Escrow Agreement

. Immediately prior to the Closing, Parent, Holders' Representative and the Escrow Agent shall enter into the Escrow Agreement.

Section 5.15. Matters with Respect to Admera Health

5.15.1 Collection of Claim. If, within twelve (12) months of the Closing, the claim described in Section 5.15.1 of the Disclosure Schedule or any portion thereof is paid to the Surviving Corporation, then such amount paid to the Surviving Corporation shall, subject to the terms of this Agreement, be distributed for the benefit of the Holders and the Surviving Corporation shall within thirty (30) days of the end of the Transition Period disburse to the Payments Administrator such amount; *provided*, *however*, that any payments to be made with respect to In-the-Money Options shall be made in the manner specified in Section 2.9.5 and Section 2.12.1(b); *provided, further*, that Parent, the Company and the Surviving Corporation shall be entitled to deduct against such amount any amounts due and payable by Admera Health or any of its Affiliates to Parent, the Surviving Corporation, or any of their respective Affiliates (including under the TSA).

5.15.2 Transition Services Agreement and Discontinuation of Certain Matters. Prior to the Closing, the Company shall use commercially reasonable efforts to negotiate and execute a transition services agreement with Admera Health, in form and substance reasonably acceptable to Parent (the "TSA"), which provides that, as soon as practicable after the Closing Date but in any event not later than twelve (12) months thereafter (the "Transition Period") (i) all services provided by the Company and its Subsidiaries to Admera Health and its Affiliates be discontinued, (ii) all access by Admera Health or its Affiliates to the NetSuite software used by the Company and its Subsidiaries (and any other related Company Technology) be discontinued, (iii) all data and information owned solely by Admera Health or any of its Affiliates be removed from such NetSuite software and related databases and from any other related Company Technology, and (iv) all tangible property and assets owned or leased by Admera Health or its Affiliates be removed from all facilities owned, leased or licensed to the Surviving Corporation or

any of its Affiliates. In addition, the TSA shall provide the terms governing any service, access or co-location rights to be granted to Admera Health or any of its Affiliates during the Transition Period.

Section 5.16. Matters with Respect to Financial Statements and Pro Forma Financial Information

. As soon as reasonably practicable after the date of this Agreement, the Company shall prepare, pay for and deliver to Parent audited annual consolidated financial statements of the Company prepared in accordance with GAAP audited by an independent registered public accounting firm acceptable to Parent and unaudited interim consolidated financial statements of the Company prepared in accordance with GAAP reviewed by such independent registered public accounting firm, the notes thereto, audit report(s) of such independent registered public accounting firm for such annual consolidated financial statements and the consent of such independent registered public accounting firm, in each case, in form and substance reasonably acceptable to Parent, necessary for Parent to (i) file with a Current Report on Form 8-K as a result of the consummation of the Transactions contemplated by this Agreement and (ii) prepare the pro forma financial information required to be furnished by Parent with a Current Report on Form 8-K as a result of the consummation of the Transactions contemplated by this Agreement; and in connection herewith, the Company shall devote, as reasonably required, dedicated resources to expedite the completion and delivery of such financial statements and other deliverables, fully cooperate with Parent in connection therewith and otherwise do all things commercially reasonable to expedite the completion and delivery of such financial statements and other deliverables.

ARTICLE VI
CONDITIONS TO CLOSING

Section 6.1. Conditions to Obligations of Parent and Merger Sub

. The obligations of Parent and Merger Sub to effect the Transactions (including the Merger) are subject to the satisfaction (or written waiver, if permissible under applicable Law, by Parent, in its sole discretion) at or prior to the Closing of the following conditions:

6.1.1 Representations and Warranties. (a) Each of the Fundamental Representations set forth in Sections 3.1.1, 3.2.1, 3.2.2, 3.2.3, and 3.21, the first sentence in Section 3.1.3(a), and the first and fourth sentences in Section 3.1.3(b) shall have been true and correct when made and shall be true and correct as of the earlier of the Bring-Down Alternative Date and the Closing Date (such earlier date, the "Actual Bring-Down Date") with the same force and effect as if made on the Actual Bring-Down Date, and (b) each of the Fundamental Representations set forth in Sections 3.1.3(c), 3.3, the second sentence of Section 3.1.3(a), and the second, third, and fifth sentences of Section 3.1.3(b) and the second sentence of 3.1.3(d) shall have been true and correct in all material respects when made and shall be true and correct in all material respects as of the Actual Bring-Down Date with the same force and effect as if made on the Actual Bring-Down Date, (c) each of the Holder Fundamental Representations set forth in Sections 1(a), 1(b), 1(d)(i) and 1(g) of the Joinder Agreements shall have been true and correct when made and shall be true and correct as of the Actual Bring-Down Date with the same force and effect as if made on the Actual Bring-Down Date, (d) the representations set forth in Sections 1(c) of the Joinder

Agreements shall have been true and correct in all material respects when made and shall be true and correct in all material respects as of the Actual Bring-Down Date with the same force and effect as if made on the Actual Bring-Down Date, and (e) disregarding all materiality, Company Material Adverse Effect or similar materiality qualifications, each of the other representations and warranties set forth in Article III and each of the other representations and warranties of the Holders set forth in the Joinder Agreements shall have been true and correct when made and shall be true and correct as of the Actual Bring-Down Date with the same force and effect as if made at and as of the Actual Bring-Down Date, except, in the case of this clause (e), where the failure of such representations and warranties to be true and correct would not have a Company Material Adverse Effect; *provided*, *however*, that (i) in the case of clauses (a), (b), (c), (d) and (e), any such representation or warranty expressly made as of a specified date shall only need to have been true and correct on and as of such date and (ii) if the representations and warranties set forth in Sections 1(a), 1(b), 1(d)(i) and 1(g) of any Joinder Agreement are not true and correct in all respects as of the Actual Bring-Down Date, the condition set forth in the foregoing clause (c) with respect to the representations and warranties contained in Sections 1(a), 1(b) and 1(g) of such Joinder Agreement(s) shall nonetheless be deemed satisfied if the representations and warranties set forth in Sections 1(a), 1(b), 1(d)(i) and 1(g) of Joinder Agreement delivered to Parent at or prior to the Actual Bring-Down Date by Holders of at least 95% of the Company Capital Stock shall have been true and correct when made and shall be true and correct as of the Actual Bring-Down Date with the same force and effect as if made on the Actual Bring-Down Date.

6.1.2 Performance of Obligations of Company. The Company shall have performed in all material respects all covenants, agreements and obligations required to be performed by it under this Agreement at or prior to the Actual Bring-Down Date. In addition, in case the Closing is after the Bring-Down Alternative Date, (i) the Company shall have also performed in all material respects all covenants, agreements and obligations required to be performed by it pursuant to Section 5.1(a) at or prior to the Closing, and (ii) the Company shall have not committed a Willful Breach in any material respect of any of the covenants, agreements or obligations required to be performed by it pursuant to Section 5.1(b).

6.1.3 Offer Letters. The Offer Letters from at least six (6) of the individuals listed on Annex I (one of whom must be Amy Liao) shall not have been terminated, amended or repudiated other than with the consent of Parent at any time at or prior to the Actual Bring-Down Date.

6.1.4 No Litigation. No Action shall have been instituted or commenced by any Governmental Authority sitting in the United States of America, the Cayman Islands, China, the European Union (or any of its member states, including for this purpose, the United Kingdom) or Japan and remain pending at any time at or prior to the Actual Bring-Down Date that (a) would restrain, prevent, enjoin, prohibit or make illegal the Transactions (including the Merger), (b) would cause any of the Transactions (including the Merger) to be rescinded following the Closing Date or (c) would compel Parent or the Company to dispose of any portion of the Company's or its Subsidiaries businesses or assets other than as a result of the an Order issues pursuant to Antitrust Laws.

6.1.5 Escrow Agreement. The Escrow Agreement shall have been executed and delivered to Parent by all parties thereto other than Parent.

6.1.6 Resignation of Officers and Directors. Parent shall have received resignations, in form and substance reasonably satisfactory to Parent, effective as of the Effective Date, from each officer and director of the Company and each of its Subsidiaries, other than those continuing officers and directors specified to the Company by Parent in writing at least three (3) Business Days prior to the Closing Date.

6.1.7 Cancellation of Certain Agreements. Each of the Contracts listed on Section 6.1.7 of the Disclosure Schedule shall have been terminated effective the Actual Bring-Down Date pursuant to documents in form and substance reasonably satisfactory to Parent.

6.1.8 Delivery of Closing Certificates. Parent shall have received:

(a) Secretary's Certificate. A certificate in the form reasonably acceptable to Parent, dated as of the Closing Date, signed by a director of the Company, certifying (i) the continued effectiveness of the Company Organizational Documents, (ii) the names and incumbency of each of the directors of the Company executing this Agreement and each of the other Transaction Agreements to which the Company is a party, (iii) the Cayman Plan of Merger, duly executed for filing in accordance with the CCL; (iv) a copy of the written resolutions of the Board of Directors of the Company approving this Agreement, the Cayman Plan of Merger, and the Transactions (including the Merger); (v) a copy of the Written Consent; (vi) consent to the Merger from all secured creditors of the Company and its Subsidiaries (if any); (vii) a declaration of a director of the Company pursuant to Section 233 of the Cayman Companies Law; and (viii) an undertaking from the Company that it will file the Cayman Plan of Merger with the Cayman Islands Registrar of Companies along with the relevant supporting documents and will pay the relevant fees.

(b) Closing Certificate. A certificate in the form reasonably acceptable to Parent, dated as of the Closing Date, signed by Chief Executive Officer and the Chief Financial Officer of the Company certifying that the conditions precedent set forth in Section 6.1.1 (with respect to representations and warranties made by the Company) and Section 6.1.2 have been met.

(c) Good Standing Certificates. A certificate of good standing with respect to the Company issued by the Company's jurisdiction of formation, dated not more than five (5) days prior to the Closing Date.

6.1.9 No Material Adverse Effect. Since the date of this Agreement and at any time at or prior to the Actual Bring-Down Date, no Company Material Adverse Effect shall have occurred.

6.1.10 Payoff Letters. (a) Parent shall have received duly executed copies of the Payoff Letters and (b) the Company and all applicable holders of Company Debt shall have authorized Parent to file releases for all related Liens as contemplated thereby.

6.1.11 Cancellation of Company Options. Parent shall have received evidence, in form and substance reasonably satisfactory to Parent, of the valid cancellation of all Company Options by the resolution of the Company's board of directors.

6.1.12 HSR Act. Any applicable waiting periods (and extensions thereof) under the HSR Act shall have expired or otherwise terminated.

6.1.13 280G Stockholder Approval or Disapproval. With respect to any payments and/or benefits that may constitute "excess parachute payments" under Section 280G of the Code, the Company shall have (i) sought waivers from each person who could receive such payments; and (ii) submitted such parachute payments to the Stockholders for approval in accordance with Section 280G(b)(5)(B) of the Code with respect to each Person from whom a waiver referenced in the foregoing clause (i) was obtained.

6.1.14 Termination of Company Plan. Any Company Plan required to be terminated pursuant to Section 5.10.4 shall have been terminated accordingly.

6.1.15 No Injunctions or Restraints. No Order issued by a court of competent jurisdiction in the United States of America, the Cayman Islands, China, the European Union (or any of its member states, including for this purpose, the United Kingdom) or Japan shall be in effect (a) enjoining, restraining, preventing or prohibiting consummation of the Transactions (including the Merger), (b) causing any of the Transactions (including the Merger) to be rescinded following the Closing Date or (c) compel Parent or the Company to dispose of any portion of the Company's or its Subsidiaries businesses or assets other than as a result of an Order issued pursuant to Antitrust Laws.

6.1.16 Joinder Agreements. The Company shall have delivered to Parent the Joinder Agreements executed by Stockholders holding at least 95% of the Company Capital Stock as calculated based on ownership of Company Capital Stock as of immediately prior to the Closing.

6.1.17 Delivery of Financial Statements and Preparation of Pro Form Financial Information. The Company shall have prepared, paid for and delivered to Parent audited annual consolidated financial statements of the Company prepared in accordance with GAAP audited by an independent registered public accounting firm acceptable to Parent and unaudited interim consolidated financial statements of the Company prepared in accordance with GAAP reviewed by such independent registered public accounting firm, the notes thereto, audit report(s) of such independent registered public accounting firm for such annual consolidated financial statements and the consent of such independent registered public accounting firm, in each case, in form and substance reasonably acceptable to Parent, necessary for Parent to (i) file with a Current Report on Form 8-K as a result of the consummation of the Transactions contemplated by this Agreement and (ii) prepare the pro forma financial information required to be furnished by Parent with a Current Report on Form 8-K as a result of the consummation of the Transactions contemplated by this Agreement.

6.1.18 Restrictive Covenant Agreements. The Company shall have delivered to Parent the Restricted Covenant Agreements executed by each of the Restricted Persons, which may be delivered at the Closing or on the Actual Bring-Down Date.

Section 6.2. Conditions to Obligation of the Company

. The obligation of the Company to effect the Transactions (including the Merger) is subject to the satisfaction (or written waiver, if permissible under applicable Law, by the Company, in its sole discretion) at or prior to the Closing of the following conditions:

6.2.1 Representations and Warranties. (a) Each of the Parent Fundamental Representations shall have been true and correct when made and shall be true and correct as of the Closing Date with the same force and effect as if made on the Closing Date and (b) disregarding all materiality, Parent Material Adverse Effect or similar materiality qualifications, each of the other representations and warranties set forth in Article IV shall have been true and correct when made and shall be true and correct as of the Closing Date with the same force and effect as if made at and as of the Closing Date, except, in the case of this clause (b), where the failure of such representations and warranties to be true and correct would not have a Parent Material Adverse Effect; *provided*, *however*, that, in the case of clauses (a) and (b), any such representation or warranty expressly made as of a specified date shall only need to have been true and correct on and as of such date.

6.2.2 Performance of Obligations of Parent and Merger Sub. Parent and Merger Sub shall have performed in all material respects all covenants, agreements and obligations required to be performed by them under this Agreement at or prior to the Closing.

6.2.3 No Litigation. No Action shall have been instituted or commenced by any Governmental Authority sitting in the United States of America, the Cayman Islands, China, the European Union (or any of its member states, including for this purpose, the United Kingdom) or Japan and remain pending that (a) would restrain, prevent, enjoin, prohibit or make illegal the Transactions (including the Merger) or (b) would cause any of the Transactions (including the Merger) to be rescinded following the Closing Date.

6.2.4 Escrow Agreement. The Escrow Agreement shall have been executed by Parent and the Escrow Agent and delivered to the Company.

6.2.5 Delivery of Closing Certificate. The Company shall have received:

(a) Secretary's Certificates.

(i) A certificate in the form reasonably acceptable to the Company, dated as of the Closing Date, signed by the Secretary of Parent, certifying (A) the continued effectiveness of Parent's Organizational Documents, (B) the names and incumbency of each of the officers of Parent executing this Agreement and each of the other Transaction Agreements and (C) the valid adoption of resolutions of the Board of Directors of Parent approving this Agreement and the consummation of the Transactions (including the Merger); and

(ii) A certificate in the form reasonably acceptable to the Company, signed by the Secretary of Merger Sub, certifying (A) the continued effectiveness of Merger Sub's Organizational Documents, (B) the names and incumbency of each of the officers of Merger Sub executing this Agreement and each of the other Transaction Agreements, (C) the Cayman Plan of Merger duly executed for filing in accordance with the CCL, (D) a copy of the written resolutions of the Board of Directors of Merger Sub approving this Agreement, the Cayman Plan of Merger and the Transactions (including the Merger), (E) a copy of the written resolutions

of the sole member of Merger Sub approving this Agreement, the Cayman Plan of Merger, and the Transactions (including the Merger), and (F) a declaration of a director of the Company pursuant to Section 233 of the Cayman Companies Law.

(b) Closing Certificate. A certificate in the form reasonably acceptable to the Company, dated as of the Closing Date, signed by the Chief Executive Officer of Parent certifying that the conditions precedent set forth in Section 6.2.1 and Section 6.2.2 have been met.

(c) Good Standing Certificate. A certificate of good standing with respect to Merger Sub issued by Merger Sub's jurisdiction of incorporation, dated not more than five (5) days prior to the Closing Date.

6.2.6 HSR Act. Any applicable waiting periods (and extensions thereof) under the HSR Act shall have expired or otherwise terminated.

6.2.7 No Injunctions or Restraints. No Order issued by a court of competent jurisdiction sitting in the United States of America, the Cayman Islands, China, the European Union (or any of its member states, including for this purpose, the United Kingdom) or Japan shall be in effect (a) enjoining, restraining, preventing or prohibiting consummation of the Transactions (including the Merger), or (b) causing any of the Transactions (including the Merger) to be rescinded following the Closing Date.

Section 6.3. Frustration of Closing Conditions

. None of the Company, Parent or Merger Sub may rely on the failure of any condition set forth in this Article VI to be satisfied if such failed condition is the result of a breach of its obligations under this Agreement.

ARTICLE VII
TERMINATION

Section 7.1. Termination

. This Agreement may be terminated and the Transactions (including the Merger) abandoned at any time prior to the Closing:

7.1.1 By the mutual written consent of the Company and Parent;

7.1.2 By either the Company or Parent, upon written notice to the other Party, if the Merger shall not have been consummated on or before March 31, 2019, which date may be extended from time to time by mutual written consent of Parent and the Company (such date, as it may be so extended from time to time, the "Outside Date"); *provided*, *however*, that the right to terminate this Agreement under this Section 7.1.2 shall not be available to a Party whose failure to perform any of its obligations under this Agreement has been a principal cause of or directly resulted in the failure of the Merger to occur on or before the Outside Date;

7.1.3 By either the Company or Parent, if any final and non-appealable Order has the effect of enjoining, restraining, preventing, prohibiting or making illegal the consummation of the Merger;

7.1.4 By Parent, if any of the representations or warranties of the Company set forth in Article III shall not be true and correct or if the Company has failed to perform any covenant or agreement on the part of the Company set forth in this Agreement (including an obligation to consummate the Closing) such that the conditions to Closing set forth in Section 6.1.1 or Section 6.1.2 would not be satisfied, and the breach or breaches causing such representations or warranties not to be true and correct, or the failures to perform any covenant or agreement, as applicable, are not cured on or prior to the earlier of (i) twenty (20) days after written notice thereof is delivered to the Company and (ii) the Outside Date; *provided* that the failure of any of the Company's representations or warranties to be true and correct as of the date of this Agreement shall not be subject to cure, and *provided*, *further*, that this provision shall not be available to Parent if either Parent or Merger Sub is then in breach of this Agreement;

7.1.5 By the Company, if any of the representations or warranties of Parent or Merger Sub set forth in Article IV shall not be true and correct or if Parent or Merger Sub has failed to perform any covenant or agreement on the part of Parent or Merger Sub set forth in this Agreement (including an obligation to consummate the Closing) such that the conditions to Closing set forth in Section 6.2.1 or Section 6.2.2 would not be satisfied, and the breach or breaches causing such representations or warranties not to be true and correct, or the failures to perform any covenant or agreement, as applicable, are not cured on or prior to the earlier of (i) twenty (20) days after written notice thereof is received by Parent and (ii) the Outside Date; *provided* that this provision shall not be available to the Company if the Company is then in breach of this Agreement; and *provided further* that the failure of any of the representations or warranties of Parent to be true and correct as of the date of this Agreement shall not be subject to cure.

7.1.6 By Parent, upon written notice to the Company, if since the date of this Agreement there shall have been a Company Material Adverse Effect.

Section 7.2. Effect of Termination

. In the event this Agreement is terminated pursuant to Section 7.1, this Agreement shall become null and void (other than the provisions of this Section 7.2, Section 5.4, Section 5.6 and Article IX, except that nothing in this Section 7.2 shall relieve any Party from Liability for fraud or a Willful Breach of this Agreement prior to the termination of this Agreement.

ARTICLE VIII
SURVIVAL; REMEDIES

[Intentionally omitted - see Section 9.1.3.]

ARTICLE IX
GENERAL PROVISIONS

Section 9.1. Interpretation

. The following rules shall apply to the interpretation and construction of the terms and provisions of this Agreement and the other Transaction Agreements:

9.1.1 Provisions. When a reference is made in this Agreement or another Transaction Agreement to an "Article," "Section," "Exhibit" or "Schedule," such reference shall be to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes," or "including" are used in this Agreement or any other Transaction Agreement, such words shall be deemed to be followed by the words "without limitation." The words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement unless otherwise expressly indicated in the accompanying text. The use of "or" is not intended to be exclusive unless otherwise expressly indicated in the accompanying text. The defined terms contained in this Agreement or any of the other Transaction Agreements are applicable to the singular as well as the plural forms of such terms. Reference to the masculine gender shall be deemed to also refer to the feminine gender and *vice versa*. A reference to documents, instruments or agreements also refers to all addenda, exhibits or schedules thereto. Any reference to a provision or part of a Law shall include a reference to that provision or part as it may be renumbered or amended from time to time and any successor provision or part or any renumbering or amendment thereof unless otherwise indicated herein. References to "deliver," "furnish," "provided" or "made available" means that such documents or information referenced have been delivered to Parent or its Representatives or contained in the Company's electronic data room.

9.1.2 No Presumption. The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall be used to favor or disfavor any Party by virtue of the authorship of any provision of this Agreement.

9.1.3 References to Article VIII. Any and all references to Article VIII in this Agreement shall mean a reference to Exhibit H attached hereto and any and all references to Article VIII (and any section, subsection, clause or subclause thereof) in this Agreement shall mean a reference to the corresponding section, subsection, clause or subclause of Article VIII attached hereto.

Section 9.2. Notices

. All notices, waivers, consents and other communications to any Party hereunder shall be in writing and shall be deemed given (a) when personally delivered, (b) when receipt is electronically confirmed, if sent by facsimile or email of a PDF document, (c) one Business Day after deposit with a nationally recognized overnight courier, specifying next day delivery, with proof of receipt or (d) three (3) Business Days after being sent by registered or certified mail, return receipt requested and postage prepaid, in each case to the Parties at the address, or if applicable, facsimile number or email address following such Party's name below or such other address, facsimile

number or email address as such Party may subsequently designate to the other Parties by notice in accordance with this Section 9.2:

If to Parent or Merger Sub, to:

Brooks Automation, Inc.
15 Elizabeth Drive
Chelmsford, MA 01824
Attention: Jason W. Joseph
Email: jason.joseph@brooks.com
Facsimile: (978) 262-2511

with copies (which shall not constitute notice) to:

Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C.
One Financial Center
Boston, Massachusetts 02111
Attention: Michael L. Fantozzi
Email: MLFantozzi@mintz.com
Facsimile: (617) 542-6000

If to the Company, to:

GENEWIZ Group
c/o GENEWIZ, Inc.
115 Corporate Boulevard
South Plainfield, NJ 07080
Attention: Guojuan (Amy) Liao
Email: amy.liao@genewiz.com

and

J. David Jacobs
General Counsel
55 William Street, Suite 240
Wellesley, MA 02481-4003
Email: JDJ@ampersandcapital.com
Facsimile: 781-239-0824

with a copy (which shall not constitute notice) to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022-6069
Attention: Richard Fischetti
Scott Petepiece
Email: richard.fischetti@shearman.com
spetepiece@shearman.com
Facsimile: (212) 848-7179

If to Holders' Representative, to:

Shareholder Representative Services LLC
950 17th Street, Suite 1400
Denver, CO 80202
Attention: Managing Director
Email: deals@srsacquiom.com
Facsimile: (303) 623-0294
Telephone:(303) 648-4085

Section 9.3. Assignment and Succession

. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by any of the Parties without the written consent of the other Parties, except that Parent or Merger Sub may, without the prior consent of any other Party, (a) assign any or all of its rights, interests and obligations under this Agreement to any controlled Affiliate of Parent; (b) assign this Agreement and any of its rights and obligations hereunder to the purchaser of all or substantially all of its equity securities or assets by merger, contract or otherwise in one transaction or a series of related transactions; and (c) collaterally assign any rights (but not obligations) under this Agreement to any of its lenders; *provided* that no such assignment shall relieve the assigning party of any of its obligations hereunder. Any assignment of this Agreement or any of the rights, interests or obligations hereunder not permitted under this Section 9.3 shall be null and void *ab initio*. Subject to the foregoing terms of this Section 9.3, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

Section 9.4. Amendment or Supplement

. Subject to the requirements of applicable Law, this Agreement may be amended at any time by execution of an instrument in writing identifying itself as an amendment signed, when amended prior to the Closing, by Parent, Merger Sub and the Company and, when amended on or after the Closing, by Parent, the Company and Holders' Representative. For purposes of this Section 9.4, the Holders that have signed Joinder Agreements have agreed pursuant thereto that any amendment of this Agreement consented to by Holders' Representative shall be binding on and enforceable against them, whether or not they have signed this Agreement or such amendment.

Section 9.5. Waivers

. No waiver of any provision of this Agreement shall be valid and binding unless it is in writing and signed by the Party against whom the waiver is to be effective. No failure on the part of any Party in exercising any right, privilege or remedy hereunder and no delay on the part of any Party in executing any right, privilege or remedy under this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right hereunder. No notice to or demand on a Party made hereunder shall operate as a waiver of any right of the Party giving such notice or making such demand to take further action without notice or demand as permitted hereunder.

Section 9.6. Entire Agreement

. This Agreement, including the Disclosure Schedule and Exhibits hereto, the other Transaction Agreements and the other documents referred to herein which form a part hereof and the Confidentiality Agreement, contain the entire understanding of the Parties with respect to the subject matter contained herein and therein. This Agreement supersedes all prior and contemporaneous, agreements, arrangements, contracts, discussions, negotiations, undertakings and understandings (whether written or oral) between the Parties with respect to such subject matter (other than the Confidentiality Agreement and the Joinder Agreements). Upon the Closing, the Confidentiality Agreement shall automatically terminate and none of the Parties shall have any further Liability or obligation thereunder.

Section 9.7. No Third-Party Beneficiaries

. Except as set forth in Section 5.9.4, nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the Parties) any right, benefit or remedy of any nature whatsoever under this Agreement, except that after the Effective Time, Releasees, Parent Indemnified Persons and Holder Indemnified Persons shall be third-party beneficiaries for purposes of enforcing the provisions of Section 5.14 and Article VIII. For the avoidance of doubt, no consent of any Releasee or Indemnified Person shall be necessary to amend any provision of this Agreement.

Section 9.8. Remedies Cumulative

. Except for resolution of disputes regarding the Final Merger Consideration Calculation provided in Section 2.15, all rights and remedies of each of the Parties shall be cumulative and the exercise of any one or more rights or remedies shall not preclude the exercise of any other right or remedy available hereunder or under applicable Law. Except as set forth in Section 8.3.13, nothing contained in this Agreement shall be deemed to limit (i) any Party's remedies with respect to claims arising out of or in connection with fraud, (ii) any Party's right to seek specific performance or the issuance of immediate injunctive and other equitable relief, including a temporary restraining order, preliminary injunction or other interim or conservatory relief, pursuant to Section 9.9 to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, or (iii) any Party's rights or remedies under any Transaction Agreement.

Section 9.9. Specific Performance

. The Parties agree that the Parties would be irreparably harmed if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this

Agreement by any Party could not be compensated adequately by monetary damages alone. Accordingly, the Parties agree that, in addition to any other remedy to which they may be entitled to at Law or in equity, the non-breaching Parties shall be entitled to temporary, preliminary and/or permanent injunctive relief or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (including the right of the non-breaching Parties to compel the other Parties to cause the Merger to be consummated on the terms and subject to conditions set forth in this Agreement) without having to prove irreparable harm or that monetary damages would be inadequate. The Parties expressly waive any requirement under any Law that non-breaching Parties obtain any bond or give any other undertaking in connection with any Action seeking injunctive relief or specific performance of any of the provisions of this Agreement. The Parties further agrees that in the event of any Action for specific performance relating to this Agreement or the Merger, it shall not assert and hereby waives the defense that a remedy at Law would be adequate or that specific performance is not an appropriate remedy for any reason in Law or equity.

Section 9.10. Severability

. If a court of competent jurisdiction finds that any term or provision of the Agreement is invalid, illegal or unenforceable under any Law or public policy, the remaining provisions of the Agreement shall remain in full force and effect if the economic and legal substance of this Agreement and the Merger shall not be affected in any manner materially adverse to any Party. Any such term or provision found to be illegal, invalid or unenforceable only in part or in degree shall remain in full force and effect to the extent not invalid, illegal or unenforceable. Upon the determination that any term or provision is invalid, illegal or unenforceable, the Parties intend that such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent possible under applicable Law and compatible with the consummation of the Transactions as originally intended.

Section 9.11. Costs and Expenses

. Except as otherwise specified herein, whether or not the Merger is consummated, each Party shall pay all costs and expenses it has incurred in connection with this Agreement and the Merger; *provided*, *however*, that the Company and Parent shall each bear 50% of the following: (i) the R&W Insurance Policy premium, (ii) the cost for any filing made as required under any Antitrust Law (including the HSR Act) and (iii) the cost of the D&O Tail Insurance.

Section 9.12. Counterparts

. This Agreement may be executed in several counterparts, each of which shall be deemed an original copy of this Agreement and all of which, when taken together, shall constitute one instrument. The exchange of copies of this Agreement and manually executed signature pages by transmission by facsimile or by email of a PDF of a handwritten original signature or signatures to the other Parties shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. The signature of a Party transmitted by facsimile or other electronic means shall be deemed to be an original signature for any purpose.

Section 9.13. Governing Law

. This Agreement and all claims or causes of Action (whether sounding in contract or tort) arising under or related to this Agreement, the other Transaction Agreements or the Merger, shall be governed by and construed in accordance with, the Laws of the State of Delaware, without regard to any rule or principle that might refer the governance or construction of this Agreement to the Laws of another jurisdiction, except that the CCL and the other applicable Laws of the Cayman Islands shall be held to govern the Merger.

Section 9.14. Exclusive Jurisdiction; Venue; Service of Process

. In any Action between any of the Parties arising under or related to this Agreement, the other Transaction Agreements or the Merger, each of the Parties (a) knowingly, voluntarily, irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware or to the extent that such court does not accept jurisdiction, the Superior Court of the State of Delaware or the United States District Court for the District of Delaware, (b) agrees that all claims in respect of any such Action shall be heard and determined exclusively in accordance with clause (a) of this Section 9.14, (c) waives any objection to the laying of venue of any such Action in such courts, including any objection that any such Action has been brought in an inconvenient forum or that the court does not have jurisdiction over any Party and (d) agrees that service of process upon such Party in any such Action shall be effective if such process is given as a notice in accordance with Section 9.2. The Parties agree that any Party may commence a proceeding in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts.

Section 9.15. JURY TRIAL

. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNDER THE PROFESSIONAL ADVICE OF COUNSEL WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTION AGREEMENTS OR THE MERGER BETWEEN OR AMONG ANY OF THE PARTIES.

Section 9.16. Representation and Privilege

. Parent and Merger Sub agree, that, following the Closing, Shearman & Sterling LLP may serve as counsel to the Holders and the Holders' Representative and their Affiliates in connection with any matters related to this Agreement and the Transactions, including any litigation, claim or obligation arising out of or relating to this Agreement or the Transactions notwithstanding any representation by Shearman & Sterling LLP prior to the Closing Date of the Company. Parent, Merger Sub and the Company hereby (a) waive any claim they have or may have that Shearman & Sterling LLP has a conflict of interest in such representation or is otherwise prohibited from engaging in such representation and (b) agree that, in the event that a dispute arises after the Closing between Parent and any of the Holders or any of their respective Affiliates arising out of or relating to this Agreement or the Transactions, Shearman & Sterling LLP may represent the Holders or any of their respective Affiliates in such dispute even though the interests of such Person(s) may be directly adverse to Parent or its Affiliates and even though Shearman & Sterling

LLP may have represented the Company in a matter substantially related to such dispute. Parent, Merger Sub and the Company also further agree that, as to all communications involving attorney-client confidences prior to Closing among Shearman & Sterling LLP and the Company, Holders or their respective Affiliates and Representatives, in connection with the Transactions (the "Closing Legal Communications"), the attorney-client privilege and the expectation of client confidence belongs to the Holders and may be controlled by the Holders' Representative and shall not pass to or be claimed by Parent, Merger Sub or the Company. Notwithstanding the foregoing, in the event that a dispute arises between Parent, Merger Sub, the Surviving Corporation or any of their respective Affiliates, successors or assigns, on the one hand, and a third party, on the other hand, after the Closing, Parent and/or the Surviving Corporation or their respective Affiliates may assert the attorney-client privilege to prevent disclosure of confidential communications to such third party; *provided, however*, that the Company may not waive such privilege with respect to the Closing Legal Communications without the prior written consent of the Holders' Representative.

* * *

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

BROOKS AUTOMATION, INC.

By: /s/ Stephen S. Schwartz

Name: Stephen S. Schwartz

Title: President & CEO

DARWIN ACQUISITION COMPANY

By: /s/ Jason W. Joseph

Name: Jason W. Joseph

Title: Director

GENEWIZ GROUP

By: /s/ Guojuan Liao

Name: Guojuan Liao

Title: Chief Executive Officer

SHAREHOLDER REPRESENTATIVE SERVICES LLC, solely in its capacity as the Holders' Representative

By: /s/ Sam Riffe

Name: Sam Riffe

Title: Executive Director

Exhibit 10.1
Execution Version

INCREMENTAL AMENDMENT

INCREMENTAL AMENDMENT, dated as of November 15, 2018 (this "Incremental Amendment"), to the Existing Credit Agreement referred to below, among Brooks Automation, Inc., a Delaware corporation (together with its successors and assigns, the "Borrower"), the other Loan Parties (as defined in the Credit Agreement (as defined below)) parties hereto, the Administrative Agent (as defined below) and Morgan Stanley Senior Funding, Inc., as the 2018 Incremental Term B Lender (as defined below).

RECITALS:

1. The Borrower has entered into that certain Credit Agreement, dated as of October 4, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, prior to the date hereof, the "Existing Credit Agreement", and as amended hereby, the "Credit Agreement"), among the Borrower, the several lenders party thereto from time to time and Morgan Stanley Senior Funding, Inc., as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

2. Pursuant to and in accordance with Section 2.17 of the Existing Credit Agreement, the Borrower has requested that Incremental Term Loan Commitments be made available to the Borrower, and Morgan Stanley Senior Funding, Inc. (the "2018 Incremental Term B Lender") and the Administrative Agent have agreed, upon the terms and subject to the conditions set forth herein, that the 2018 Incremental Term B Lender will make incremental loans in the form of the Other Incremental Term Loans in an aggregate principal amount of $350,000,000, the proceeds of which will be used to finance the acquisition (the "Acquisition") of GENEWIZ Group (the "Target") pursuant to an Agreement of Merger among the Borrower, Darwin Acquisition Company, GENEWIZ Group and Shareholder Representative Services LLC dated as of September 26, 2018 (the "Acquisition Agreement"), repay certain existing indebtedness of the Target and its subsidiaries and pay fees and expenses in connection therewith (the entry into this Incremental Amendment, the borrowing of the 2018 Incremental Term B Loans hereunder, the Acquisition and any or all of the foregoing transactions referred to in this paragraph, collectively, the "Transactions").

3. Effective as of the making of the 2018 Incremental Term B Loans, each Lender party hereto has agreed to the amendment of the Existing Credit Agreement as set forth herein.

4. In consideration of the covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

Section 2. Amendment of the Existing Credit Agreement.

(a) It is understood and agreed that the 2018 Incremental Term B Loans are "Incremental Term Loans", the 2018 Incremental Term B Lender is an "Incremental Term Loan Lender," the 2018 Incremental

Term B Loan Commitment is an "Incremental Term Loan Commitment" and this Incremental Amendment is an "Incremental Term Loan Amendment", in each case, as defined in the Existing Credit Agreement. It is further understood and agreed that this Incremental Amendment and the Credit Agreement are each a "Loan Document", as defined in the Existing Credit Agreement.

(b) The Existing Credit Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold and double-underlined text (indicated textually in the same manner as the following example: **double underlined text**) as set forth in the pages of the Existing Credit Agreement attached as Annex I hereto

(c) The Schedules to the Existing Credit Agreement are hereby amended by adding Annex II hereto to the existing Schedule 1.01A.

Section 3. Conditions to Effectiveness of Amendment. The effectiveness of this Incremental Amendment, including the obligation of the 2018 Incremental Term B Lender to make a 2018 Incremental Term B Loan, is subject to the satisfaction or waiver of the following conditions (the date of such satisfaction or waiver of such conditions being referred to herein as the "2018 Incremental Amendment Effective Date"):

(a) The Administrative Agent shall have received this Incremental Amendment executed and delivered by a duly authorized officer of the Borrower, each other Loan Party and the 2018 Incremental Term B Lender (which constitutes Required Lenders under the Credit Agreement).

(b) The Administrative Agent shall have received, on behalf of itself and the 2018 Incremental Term B Lender, customary legal opinions, customary officer's closing certificates, organizational documents, customary evidence of authorization and good standing certificates in jurisdictions of formation or organization, in each case, with respect to the Borrower and the other Loan Parties. Subject to clause (l) of this Section 3, all documents and instruments required to create and perfect the Administrative Agent's security interests in the Collateral shall have been executed and delivered by the Borrower and the Guarantors (or, where applicable, the Borrower and the Guarantors shall have authorized the filing of financing statements under the Uniform Commercial Code) and, if applicable, be in proper form for filing.

(c) A certificate of a Responsible Officer of the Borrower certifying that (i) the conditions in clauses (h), (j) and (k)(ii) of this Section 3 have been satisfied and (ii) the 2018 Incremental Term B Loans are being incurred in reliance on Section 2.17(a)(iii) of the Existing Credit Agreement.

(d) To the extent such documentation has not previously been delivered in connection with the funding of the Initial Term B Loans under the Existing Credit Agreement, the Administrative Agent and the 2018 Incremental Term B Lender shall have received at least three (3) business days prior to the 2018 Incremental Amendment Effective Date, all documentation and other information required with respect to the Loan Parties by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the USA PATRIOT Act to the extent reasonably requested in writing by the Administrative Agent or

the 2018 Incremental Term B Lender at least ten (10) business days prior to the 2018 Incremental Amendment Effective Date. To the extent the Borrower qualifies as a "legal entity customer" under 31 C.F.R. § 1010.230 (the "Beneficial Ownership Regulation"), at least three (3) business days prior to the 2018 Incremental Amendment Effective Date, the 2018 Incremental Term B Lender that has requested, in a written notice to the Borrower at least ten (10) business days prior to the 2018 Incremental Amendment Effective Date, a beneficial ownership certification as required by the Beneficial Ownership Regulation in relation to the Borrower shall have received such beneficial ownership certification.

(e) All fees and expenses (in the case of expenses, to the extent invoiced at least three (3) business days prior to the 2018 Incremental Amendment Effective Date (except as otherwise reasonably agreed by the Borrower)), required to be paid on the 2018 Incremental Amendment Effective Date, shall have been paid, or shall be paid substantially concurrently with, the borrowing of the 2018 Incremental Term B Loans.

(f) The Administrative Agent shall have received a Borrowing Request in respect of the 2018 Incremental Term B Loans as required by Section 2.03 of the Existing Credit Agreement.

(g) The Administrative Agent shall have received a certificate from the chief financial officer of the Borrower, in substantially the form of Exhibit G to the Existing Credit Agreement, certifying that the Borrower and its subsidiaries, on a consolidated basis after giving effect to the Transactions, are solvent.

(h) The Acquisition and the other Transactions shall have been, or shall substantially concurrently with the initial funding of the 2018 Incremental Term B Loans be, consummated in all material respects in accordance with the terms of the Acquisition Agreement without any amendments, waivers or consents that are materially adverse to the interests of the 2018 Incremental Term B Lender or Morgan Stanley Senior Funding, Inc. as the lead arranger and bookrunner (the "Lead Arranger") for the 2018 Incremental Term B Loans without the prior written consent (not to be unreasonably withheld, delayed or conditioned) of the Lead Arranger (it being understood and agreed that any amendment or waiver of the definition of Company Material Adverse Effect (as defined in the Acquisition Agreement), will be deemed to be materially adverse to the interests of the 2018 Incremental Term B Lender or the Lead Arranger).

(i) Since December 31, 2017, there shall have been no Company Material Adverse Effect (as defined in the Acquisition Agreement).

(j) As of the 2018 Incremental Amendment Effective Date, no Event of Default under clauses (a), (b), (h) or (i) of Section 7.01 of the Existing Credit Agreement is in existence immediately before or immediately 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.

(k) As of the 2018 Incremental Amendment Effective Date:

(i)each of the representations made by Target in the Acquisition Agreement as are material to the interests of the 2018 Incremental Term B Lender shall be true and correct, but only to the extent that the failure to so be true and correct would provide the Borrower the right to terminate its obligations under the Acquisition Agreement, or the right to decline to consummate the Acquisition, as a result of a breach of such representations in the Acquisition Agreement; and

(ii) the representations and warranties of each of the Borrower and the Guarantors (after giving effect to the Transactions) set forth in Sections 3.01, 3.02, 3.03(b), (c) and (d), 3.09, 3.14, 3.17, 3.19 and 3.20 of the Existing Credit Agreement shall be true and correct.

(l) The security interest that will be granted in Collateral of any entities that will become Guarantors in connection with the Transactions under the Loan Documents shall be created and perfected, to the extent that perfection therein may be perfected by the filing of a UCC financing statement, upon the creation and perfection of such security interest or the delivery of certificates evidencing equity interests; *provided* that any such certificated equity interests with respect to subsidiaries of the Target will be required to be delivered on the 2018 Incremental Amendment Effective Date only to the extent received from the Target after your use of commercially reasonable efforts to obtain such certificates.

(m) The 2018 Incremental Term B Lender shall have received (a) audited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of each of the Borrower and Target for the 2015, 2016 and 2017 fiscal years, and (b) unaudited consolidated balance sheet and related statement of income, stockholders' equity and cash flow of the Borrower and the Target for each subsequent fiscal quarter ended at least 45 days prior to the 2018 Incremental Amendment Effective Date.

The making of the 2018 Incremental Term B Loans by the 2018 Incremental Term B Lender shall conclusively be deemed to constitute an acknowledgement by the Administrative Agent and the 2018 Incremental Term B Lender that each of the conditions precedent set forth in this Section 3 shall have been satisfied in accordance with its respective terms or shall have been irrevocably waived by such Person.

Section 4. Effects on Loan Documents; Acknowledgement.

(a) Except as expressly set forth herein, this Incremental Amendment shall not (i) by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders, the Administrative Agent, the Collateral Agent or the Loan Parties under the Existing Credit Agreement or any other Loan Document or (ii) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Existing Credit Agreement or any other provision of the Existing Credit Agreement or any other Loan Document. Except as expressly set forth herein, each and every term, condition, obligation, covenant and agreement contained in the Existing Credit Agreement or any other Loan Document is hereby ratified and re-affirmed in all respects and shall continue in full force and effect and nothing herein can or may be construed as a novation thereof. Each Loan Party reaffirms its obligations under the Loan Documents to which it is party and the validity, enforceability and perfection of

the Liens granted by it pursuant to the Security Agreement on the 2018 Incremental Amendment Effective Date. This Incremental Amendment shall constitute a Loan Document for purposes of the Credit Agreement and from and after the 2018 Incremental Amendment Effective Date, all references to the "Credit Agreement" in any Loan Document and all references in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, shall, unless expressly provided otherwise, refer to the Credit Agreement as amended by this Incremental Amendment. Each of the Loan Parties hereby consents to this Incremental Amendment and confirms that all obligations of such Loan Party under the Loan Documents to which such Loan Party is a party shall continue to apply to the Credit Agreement, as amended hereby.

(b) Without limiting the foregoing, each of the Loan Parties party to the Guarantee and Security Agreement hereby (i) acknowledges and agrees that the 2018 Incremental Term B Loans are Loans and the 2018 Incremental Term B Lender is a Lender, (ii) acknowledges and agrees that all of its obligations under the Guarantee and Security Agreement are reaffirmed and remain in full force and effect on a continuous basis, (iii) reaffirms each Lien granted by each Loan Party to the Collateral Agent for the benefit of the Secured Parties (including the 2018 Incremental Term B Lender) and reaffirms the guaranties made pursuant to the Guarantee and Security Agreement, (iv) acknowledges and agrees that the grants of security interests by and the guaranties of the Loan Parties contained in the Guarantee and Security Agreement are, and shall remain, in full force and effect after giving effect to this Incremental Amendment, (v) agrees that the Secured Obligations include, among other things and without limitation, the prompt and complete payment and performance by the Borrower when due and payable (whether at the stated maturity, by acceleration or otherwise) of principal and interest on, the 2018 Incremental Term B Loans, and (vi) agrees that all Secured Obligations are Guarantied Obligations (as defined in the Guarantee and Security Agreement).

Section 5. Counterparts. This Incremental Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Incremental Amendment by facsimile or any other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

Section 6. GOVERNING LAW. THIS INCREMENTAL AMENDMENT, THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTIONS ARISING THEREFROM (WHETHER IN CONTRACT OR TORT OR OTHERWISE) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

Section 7. Headings. The headings of this Incremental Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

[*Remainder of page intentionally left blank*.]

IN WITNESS WHEREOF, the parties hereto have caused this Incremental Amendment to be executed and delivered by their respective duly authorized officers as of the date first above written.

BROOKS AUTOMATION, INC.

By: */s/ Lindon G. Robertson*
Name: Lindon G. Robertson
Title: Executive Vice President and CFO

BIOSTORAGE TECHNOLOGIES, INC.

By: */s/ Lindon G. Robertson*
Name: Lindon G. Robertson
Title: Title: President

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By: */s/ Lisa Hanson*
Name: Lisa Hanson
Title: Authorized Signatory

MORGAN STANLEY SENIOR FUNDING, INC., as 2018 Incremental Term B Lender

By: */s/ Jonathon Rauen*
Name: Jonathon Rauen
Title: Authorized Signatory

Exhibit 10.1
Execution Version

ANNEX I

Credit Agreement

Exhibit 10.1
Execution Version

CUSIP: 11434CAB2

ISIN: US11434CAB28

$200,000,000

CREDIT AGREEMENT

dated as of

October 4, 2017,

among

BROOKS AUTOMATION, INC.,

The Lenders Party Hereto,

and

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent and Collateral Agent

MORGAN STANLEY SENIOR FUNDING, INC.,
JPMORGAN CHASE BANK, N.A.
and
WELLS FARGO SECURITIES, LLC,

as Joint Lead Arrangers and Joint Bookrunners

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Exhibit G	–	Form of Solvency Certificate

CREDIT AGREEMENT, dated as of October 4, 2017 (as amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof, this "Agreement"), among Brooks Automation, Inc., a Delaware corporation (the "Borrower"), the Lenders (such term and each other capitalized term used and not otherwise defined herein having the meaning assigned to it in Article 1) and Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent.

PRELIMINARY STATEMENT:

WHEREAS, the Borrower has requested that the Lenders extend credit in the form of Initial Term B Loan Commitments on the Effective Date in an aggregate principal amount of $200,000,000.

WHEREAS, the Borrower has requested that the Lenders extend credit in the form of 2018 Incremental Term B Loan Commitments on the 2018 Incremental Amendment Effective Date in an aggregate principal amount of $350,000,000.

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

ARTICLE I

DEFINITIONS

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

"2018 Incremental Amendment" means the Incremental Amendment, dated as of November 13, 2018, among the Borrower, the other Loan Parties party thereto, the Administrative Agent and the 2018 Incremental Term B Lender party thereto.

"2018 Incremental Amendment Effective Date" has the meaning specified in the 2018 Incremental Amendment.

"2018 Incremental Term B Borrowing" means any Borrowing comprised of 2018 Incremental Term B Loans.

"2018 Incremental Term B Facility" means the 2018 Incremental Term B Loan Commitments and the 2018 Incremental Term B Loans made hereunder.

"2018 Incremental Term B Facility Maturity Date" means the seventh anniversary of the Effective Date.

"2018 Incremental Term B Lender" means a Lender with a 2018 Incremental Term B Loan Commitment or an outstanding 2018 Incremental Term B Loan.

"2018 Incremental Term B Loans" means the term loans made by the 2018 Incremental Term B Lenders to the Borrower on the 2018 Incremental Amendment Effective Date pursuant to Section 2.01(ii).

"2018 Incremental Term B Loan Commitment" means, with respect to each Term Loan Lender, the commitment of such Term Loan Lender to make 2018 Incremental Term B Loans hereunder. The amount of each Term Loan Lender's 2018 Incremental Term B Loan Commitment as of the 2018 Incremental Amendment Effective Date is set forth on Schedule 1.01A under the caption "2018

Incremental Term B Loan Commitments". The aggregate amount of the 2018 Incremental Term B Loan Commitments as of the 2018 Incremental Amendment Effective Date is $350,000,000.

"ABL Intercreditor Agreement" means the Intercreditor Agreement, dated as of the Effective Date, among the ABL Agent, as agent for the ABL Claimholders (each as defined therein) and the Administrative Agent, as agent for the Term Loan Claimholders (as defined therein).

"ABR" when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, is bearing interest at a rate determined by reference to the Alternate Base Rate.

"Acquisition-Related Incremental Term Loan Commitments" has the meaning assigned to such term in Section 2.17(a).

"Adjusted LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

"Administrative Agent" means Morgan Stanley Senior Funding, Inc., 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 Loans" has the meaning assigned to such term in Section 2.21.

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

"Agent Parties" has the meaning assigned to such term in Section 9.01(d)(ii).

"Agents" means, collectively, the Administrative Agent and the Collateral Agent and "Agent" means any one of them.

"Agreement" has the meaning assigned to such term in the first paragraph of this Agreement.

"All-in Yield" means, as to any Indebtedness, the effective interest rate with respect thereto as reasonably determined by the Administrative Agent in consultation with the Borrower and consistent with generally accepted financial practices, taking into account the interest rate, margin, original issue discount, upfront fees and "LIBOR floors" or "base rate floors"; provided that (i) original issue discount and upfront fees shall be equated to interest rate assuming a four-year life to maturity of such Indebtedness, (ii) customary arrangement, structuring, ticking, underwriting, amendment or commitment fees paid solely to the applicable arrangers or agents with respect to such Indebtedness and, if applicable, consent fees for an amendment paid generally to consenting Lenders, shall each be excluded and (iii) for the purpose of Section 2.17, if the "LIBOR floor" for the Incremental Term Loans exceeds 0 basis points, such excess shall be equated to interest rate margins for the purpose of this definition.

"Allocation Date" mean the date on which the Lead Arrangers have syndicated the Initial Term B Loan Commitments to the Initial Term B Lenders and provided each Initial Term B Lender with its respective allocation thereto (which date may have occurred prior to the Effective Date).

"Alternate Base Rate" means, for any day, a rate per annum equal to the highest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day *plus* 1/2 of 1% and (c) the Adjusted LIBO Rate for an Interest Period of one month commencing on such day (or if such day is not a Business Day, the immediately preceding Business Day) *plus* 1.00%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate, respectively; provided that, if determined pursuant to the foregoing, the Alternate Base Rate is below zero, the Alternate Base Rate will be deemed to be zero.

"Amendment" has the meaning assigned to that term in Section 4.01(k).

"Anti-Corruption Laws" means all laws, rules and regulations of any jurisdiction applicable to the Borrower or any of its Subsidiaries concerning or relating to bribery or corruption, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act.

"Anti-Money Laundering Laws" means the applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable the money laundering statutes of all jurisdictions in which the Borrower and its Subsidiaries operate, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority.

"Applicable Date" has the meaning assigned to such term in Section 9.02(h).

"Applicable Margin" means, for any day, (i) with respect to any Initial Term B Loan, 2.50% per annum in the case of any Eurodollar Loan and 1.50% per annum in the case of any ABR Loan ~~and (ii~~, (ii) with respect to any 2018 Incremental Term B Loan, 2.50% per annum in the case of any Eurodollar Loan and 1.50% per annum in the case of any ABR Loan and (iii) with respect to any Incremental Term Loan, Extended Term Loan or Refinancing Term Loan, the "Applicable Margin" set forth in the Incremental Term Loan Amendment, Extension Amendment or Refinancing Amendment (as applicable) relating thereto.

"Applicable Percentage" means, with respect to any Lender, the percentage of the total Commitments represented by such Lender's Commitment. If Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Commitments most recently in effect, giving effect to any assignments.

"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

"Assignment and Assumption" means an assignment and assumption 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 approved by the Administrative Agent.

"Auction Procedures" means the auction procedures with respect to Dutch Auctions set forth in Schedule 1.01C hereto.

"Available Amount" means, as of any date of determination, an amount not less than zero, determined on a cumulative basis equal to, without duplication:

(a) $25,000,000, plus

(b) the Available ECF Amount at such time, plus

(c) the aggregate amount of net cash proceeds received by the Borrower from the sale or issuance of Equity Interests of the Borrower after the Effective Date and on or prior to such time (including upon exercise of warrants or options) (other than Disqualified Stock), plus

(d) the amounts received in cash or Permitted Investments by the Borrower or any Restricted Subsidiary from any distribution, dividend, profit, return of capital, repayment of loans or upon the Disposition of any Investment, or otherwise received from an Unrestricted Subsidiary (including the amounts received in cash or Permitted Investments from any Disposition or issuance of Equity Interests of an Unrestricted Subsidiary), in each case to the extent received in respect of an Investment (including the designation of an Unrestricted Subsidiary) made in reliance on the Available Amount and, in each case, not to exceed the original amount of such Investment, plus

(e) the fair market value of the Investments by the Borrower and its Restricted Subsidiaries made in any Unrestricted Subsidiary pursuant to Section 6.04(w) at the time it is redesignated as or merged into a Restricted Subsidiary (in each case, not to exceed the lesser of (i) the fair market value (as determined in good faith by the Borrower) of such Investments made in such Unrestricted Subsidiary at the time of such redesignation or merger and (ii) the fair market value (as determined in good faith by the Borrower) of such Investments in such Unrestricted Subsidiary at the time such Investments were made), minus

(f) the aggregate amount of any Investment made pursuant to Section 6.04(w), any Restricted Payments made pursuant to Section 6.06(a)(vi), or any prepayment made pursuant to Section 6.06(b)(vi) after the Effective Date and on or prior to such time.

"Available ECF Amount" means, on any date, an amount not less than zero determined on a cumulative basis equal to Excess Cash Flow for each fiscal year, commencing with the fiscal year ending September 30, 2018 and ending with the fiscal year of the Borrower most recently ended prior to the date of determination for which financial statements pursuant to Section 5.01(a) or (b) to the extent such Excess Cash Flow has not been applied or required to be applied to prepay Initial Term B Loans or 2018 Incremental Term B Loans pursuant to Section 2.08(c) (without regard to any credit against such obligation).

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

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

"Bankruptcy Code" means the Bankruptcy Code of the United States of America.

"Bankruptcy Event" means, with respect to any Person, such Person becomes the subject of a 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, 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, unless such ownership interest results in or provides 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.

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

"Board of Directors" means, with respect to any Person, (a) in the case of any corporation or company, the board of directors of such Person or any committee thereof duly authorized to act on behalf of such board, (b) in the case of any exempted or limited liability company, the board of managers, board of directors, manager or managing member of such Person or the functional equivalent of the foregoing, (c) in the case of any partnership, the board of directors, board of managers, manager or managing member of a general partner of such Person or the functional equivalent of the foregoing and (d) in any other case, the functional equivalent of the foregoing.

"Borrower" has the meaning assigned to such term in the first paragraph of this Agreement.

"Borrower Materials" has the meaning assigned to such term in Section 9.16.

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

"Borrowing Request" means a request by the Borrower for a Borrowing in accordance with Section 2.03 which shall be, in the case of any such written request, substantially in the form of Exhibit B or any other form approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent).

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City or in the Commonwealth of Massachusetts are authorized or required by law to remain closed; provided that, when used in connection with a Eurodollar Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in dollar deposits in the London interbank market.

"Capital Expenditures" means, for any period, the aggregate of all expenditures by the Borrower and its Restricted Subsidiaries during such period that, in conformity with GAAP, are or are required to be included as capital expenditures on the consolidated statement of cash flows of the Borrower.

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

obligations of any Person that are or would be characterized as operating lease obligations in accordance with GAAP immediately prior to the Effective Date (whether or not such operating lease obligations were in effect on such date) shall continue to be accounted for as operating lease obligations that would not otherwise be required to be reflected on such Person's balance sheet (and not as Capital Lease Obligations) for purposes of this Agreement regardless of any change in GAAP or change in the application of GAAP following the date that would otherwise require such obligations to be reflected on such Person's balance sheet or characterized as Capital Lease Obligations.

"Captive Insurance Subsidiary" means any Restricted Subsidiary of the Borrower that is subject to regulation as an insurance company (or any Restricted Subsidiary thereof).

"CFC" means a "controlled foreign corporation" within the meaning of section 957(a) of the Code.

"CFC Holdco" means a Subsidiary that has no material assets other than Equity Interests (including, for this purpose, any debt or other instrument treated as equity for U.S. federal income tax purposes) of one or more other CFC Holdcos or Foreign Subsidiaries that are CFCs.

"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), of Equity Interests representing more than 40% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests in the Borrower; (b) occupation of a majority of the seats (other than vacant seats) on the Board of Directors of the Borrower by Persons who were neither (i) nominated, appointed or approved for consideration by shareholders for election by the current Board of Directors of the Borrower nor (ii) nominated, appointed or approved for consideration by shareholders for election by directors so nominated, appointed or approved; or (c) a Change in Control or similar event, however denominated, under any Material Indebtedness.

"Change in Law" means the occurrence, after the Effective Date, 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 interpretation or application thereof by any Governmental Authority or (c) compliance by any Lender (or, for purposes of Section 2.12(b), by any lending office of such Lender or by such Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; 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, or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines, or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law" regardless of the date enacted, adopted or issued.

"Charges" has the meaning assigned to such term in Section 9.14.

"Class," when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Initial Term B Loans, 2018 Incremental Term B Loans or Other Term Loans and (b) any Commitment refers to whether such Commitment is a Term Loan Commitment to make Initial Term B Loans, 2018 Incremental Term B Loans or Other Term Loans. Other Term Loans that have different terms and conditions (together with the Commitments in respect

thereof) from the Initial Term B Loans, 2018 Incremental Term B Loans or from Other Term Loans, as applicable, shall be construed to be in separate and distinct Classes.

"Class Loans" has the meaning assigned to such term in Section 9.02(h).

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

"Collateral" means any and all "Collateral," "Pledged Collateral," "Mortgaged Property," "Trust Property," or similar term as defined in any applicable Security Document and all other property of any Loan Party that is subject to any Lien in favor of the Collateral Agent for the benefit of the Secured Parties pursuant to any Security Document; provided that, notwithstanding anything herein or in any Security Document or other Loan Document, the "Collateral" shall exclude any Excluded Property.

"Collateral Agent" means Morgan Stanley Senior Funding, Inc. or any successor thereto in its capacity as collateral agent for the Secured Parties.

"Collateral and Guarantee Requirement" means, at any time, that the following requirements shall be satisfied (to the extent such requirements are stated to be applicable at the time):

(i) on the Effective Date, the Collateral Agent shall have received (A) from the Borrower and each Guarantor, a counterpart of the Guaranty and Security Agreement, (B) from the Borrower and each Guarantor, a counterpart of the Perfection Certificate and (C) from each Guarantor, a counterpart of the Guarantee Agreement, in each case, duly executed and delivered on behalf of such Person;

(ii) on the Effective Date, (A)(x) all outstanding Equity Interests directly owned by the Loan Parties, other than Excluded Property, and (y) all Indebtedness owing to any Loan Party, other than Excluded Property, shall have been pledged or assigned for security purposes to the extent required under the Security Documents and (B) the Collateral Agent shall have received certificates or other instruments (if any) representing such Equity Interests and any notes or other instruments required to be delivered pursuant to the applicable Security Documents, together with stock powers, note powers or other instruments of transfer with respect thereto (as applicable) endorsed in blank;

(iii) in the case of any Person that becomes a Guarantor after the Effective Date, subject to Section 5.11, the Collateral Agent shall have received (A) a supplement to the Guarantee Agreement and (B) supplements to the Guaranty and Security Agreement and any other Security Documents, if applicable, in the form specified therefor or otherwise reasonably acceptable to the Collateral Agent, in each case, duly executed and delivered on behalf of such Guarantor;

(iv) after the Effective Date, subject to Section 5.11, all outstanding Equity Interests of any Person (other than Excluded Property) that are directly held or acquired by a Loan Party after the Effective Date and all Indebtedness owing to any Loan Party (other than Excluded Property) that are directly acquired by a Loan Party after the Effective Date shall have been pledged pursuant to the Security Documents and the Collateral Agent shall have received certificates or other instruments (if any) representing such Equity Interests and any notes or other instruments required to be delivered pursuant to the applicable Security Documents, together with stock powers or other instruments of transfer with respect thereto (as applicable) endorsed in blank;

(v) except as otherwise contemplated by this Agreement or any Security Document, all documents and instruments, including Uniform Commercial Code financing statements, intellectual property security agreements and filings with the United States Copyright Office and the United States Patent and Trademark Office, and all other actions reasonably requested by the Collateral Agent (including those required by applicable Requirements of Law) to be delivered, filed, registered or recorded to create the Liens intended to be created by the Security Documents (in each case, including any supplements thereto) and perfect such Liens to the extent required by, and with the priority required by, the Security Documents, shall have been delivered, filed, registered or recorded or delivered to the Collateral Agent for filing, registration or the recording substantially concurrently with, or promptly following, the execution and delivery of each such Security Document;

(vi) on the Effective Date, evidence of the insurance (if any) required by the terms of Section 5.07 hereof shall have been received by the Collateral Agent;

(vii) after the Effective Date, the Collateral Agent shall have received (i) such other Security Documents as may be required to be delivered pursuant to Section 5.11 or the Security Documents, and (ii) upon reasonable request by the Collateral Agent, evidence of compliance with any other requirements of Section 5.11; provided, that notwithstanding anything herein to the contrary, no actions required by the laws of any non-U.S. jurisdiction to create or perfect any security interest in assets located or titled outside the U.S., including any Intellectual Property registered in any non-U.S. jurisdiction, shall be required or requested to be delivered, filed, registered or recorded (it being understood that there shall be no security agreements or pledge agreements governed under the laws of any non-U.S. jurisdiction); and

(viii) the Collateral Agent shall have received counterparts of a Mortgage, together with the other deliverables described in Section 5.11(b) with respect to each Material Real Property duly executed and delivered by the record owner of such property within the time periods set forth in Section 4.01(f) or Section 5.11 (as applicable).

The foregoing definition shall not require, and the Loan Documents shall not contain any requirements as to, the creation, perfection or maintenance of pledges of, or security interests in, mortgages on, or the obtaining of mortgage policies, surveys, abstracts or appraisals or taking other actions with respect to, any Excluded Property.

Notwithstanding anything to the contrary in this Agreement, the Security Documents or any other Loan Document, (i) the Collateral Agent may grant extensions of time or waiver of requirement for the creation or perfection of security interests in or the execution and delivery of any Mortgage and the obtaining of title insurance, surveys or opinions of counsel with respect to, or obtaining of insurance with respect to, particular assets (including extensions beyond the Effective Date for the perfection of security interests in the assets of the Loan Parties on such date) where it reasonably determines, in consultation with the Borrower, that perfection or obtaining of such items cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement or the other Loan Documents, (ii) there shall be no control, lockbox or similar arrangements nor any control agreements relating to the Borrower's and its Subsidiaries' bank accounts (including deposit, securities or commodities accounts), in each case other than those under the Existing Credit Agreement, (iii) there shall be no landlord, mortgagee or bailee waivers required, and (iv) no actions required by the laws of any non-U.S. jurisdiction shall be required to be taken to create or perfect any security interests in assets located or titled outside of the United States (including any Equity Interests of any Foreign Subsidiary

and any non U.S. Intellectual Property) or to perfect or make enforceable any security interests in such assets.

"Commitment" means a Term Loan Commitment.

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

"Communications" has the meaning assigned to such term in Section 9.01(d)(ii).

"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 Cash Interest Expense" means, for any period, the sum of, without duplication, (i) the interest expense (including imputed interest expense in respect of Capital Lease Obligations) of the Borrower and the Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP, (ii) any interest accrued during such period in respect of Indebtedness of the Borrower or any Restricted Subsidiary that is required to be capitalized rather than included in consolidated interest expense of the Borrower for such period in accordance with GAAP and (iii) all cash dividends paid or payable during such period in respect of Disqualified Equity Interests of the Borrower; provided that such dividends shall be multiplied by a fraction the numerator of which is one and the denominator of which is one minus the effective combined tax rate of the Borrower (expressed as a decimal) for such period (as estimated by a Responsible Officer in good faith).

"Consolidated Current Assets" means, as at any date of determination, the consolidated current assets of the Borrower and its Restricted Subsidiaries that may properly be classified as current assets in conformity with GAAP, excluding cash and cash equivalents.

"Consolidated Current Liabilities" means, as at any date of determination, the consolidated current liabilities of the Borrower and its Restricted Subsidiaries that may property be classified as current liabilities in conformity with GAAP, excluding, without duplication, the current portion of any long-term Indebtedness.

"Consolidated Depreciation and Amortization Expense" means, with respect to the Borrower and its Restricted Subsidiaries for any Test Period, the total amount of depreciation and amortization expense, including the amortization of goodwill and other intangibles, for such Test Period on a consolidated basis and otherwise determined in accordance with GAAP.

"Consolidated EBITDA" means, for any Test Period, an amount determined for Borrower and its Restricted Subsidiaries on a consolidated basis equal to Consolidated Net Income, for such Test Period:

(a) *increased* by (without duplication) in each case only to the extent the same was deducted (and not added back) in determining such Consolidated Net Income (other than with respect to clause (ix) below) and without duplication:

(i) Consolidated Depreciation and Amortization Expense of such Person for such Test Period; plus

(ii) interest expense for such Test Period; plus

(iii) any provision for taxes based on income or profits or capital (including federal, state and local taxes, franchise taxes, excise taxes and similar taxes, including any penalties or interest with respect thereto) for such Test Period; plus

(iv) any fees, commissions, costs, expenses or other charges or any amortization related to any issuance of Equity Interests, Investment not prohibited hereunder, acquisition (including earn-out provisions), Disposition, recapitalization or the incurrence, prepayment, amendment, modification, restructuring or refinancing of Indebtedness permitted by this Agreement or occurring prior to the Effective Date (whether or not successful) for such Test Period, including (A) such fees, costs, expenses or charges related to the Facilities and the other Transactions and (B) any amendment or other modification to the terms of any such transactions; plus

(v) the amount of any cash restructuring charge and related charges, business optimization expenses, or reserve or related items incurred during such Test Period; plus

(vi) any other non-cash losses, charges and expenses (including non-cash compensation charges) reducing Consolidated Net Income for such Test Period except to the extent reserved for a cash expense or charge in any future period; plus

(vii) any net loss from disposed, abandoned, transferred, closed or discontinued operations (excluding held for sale discontinued operations until actually disposed of); plus

(viii) any non-cash compensation expense recorded from grants of stock appreciation or similar rights, stock options, restricted stock or other rights during such Test Period; plus

(ix) the amount of expected cost savings, operating expense reductions, restructuring charges and expenses and cost-saving synergies projected by the Borrower in good faith to be realized as a result of actions taken or expected to be taken (calculated on a Pro Forma Basis as though such cost savings, operating expense reductions, restructuring charges and expenses and cost-saving synergies had been realized on the first day of such Test Period) related to mergers and other business combinations, acquisitions, divestitures, restructurings, cost saving and other similar initiatives which are, in each case, factually supportable and reasonably identifiable, in each case net of the amount of actual benefits realized during such Test Period from such actions; provided that (x) such cost savings, operating expense reductions, restructuring charges and expense and cost-saving synergies are expected to be realized (in the good faith determination of the Borrower) within twenty four (24) months after such transaction or initiative has been consummated, (y) no cost savings, operating expense reductions, restructuring charges and expense and cost-saving synergies may be added pursuant to this clause (ix) to the extent duplicative of any expenses or charges relating thereto that are either excluded in computing Consolidated Net Income or included (i.e., added back) in computing Consolidated EBITDA for such Test Period and (z) the aggregate add-backs pursuant to this clause (ix) (plus any adjustments made in respect of anticipated synergies and cost savings pursuant to clause (y) of the definition of "Pro Forma Basis") shall not exceed 25% of Consolidated EBITDA for such Test Period (calculated on a Pro Forma Basis but prior to giving effect to any add back under this clause (ix) or such adjustments made pursuant to clause (y) of the definition of "Pro Forma Basis"); plus

(x) expenses relating to changes in GAAP; plus

(b) *increased or decreased* by (without duplication):

(i) any net gain or loss resulting in such Test Period from currency translation gains or losses related to currency hedges or remeasurements of Indebtedness (including any net loss or gain resulting from currency exchange risk), plus or minus, as applicable;

(ii) any net after-tax income (loss) from the early extinguishment of Indebtedness, plus or minus, as applicable; and

(iii) extraordinary, unusual or non-recurring losses, charges or expenses;

all as determined on a consolidated basis for the Borrower and its Restricted Subsidiaries in accordance with GAAP.

"Consolidated Net Income" means, for any period, the net income (or loss) of the Borrower and its Restricted Subsidiaries during such period, calculated on a consolidated basis in accordance with GAAP; provided that there shall be excluded from such net income (to the extent otherwise included therein) the following: (a) gains or losses attributable to property sales not in the ordinary course of business (as determined in good faith by the Borrower), (b) the cumulative effect of a change in accounting principles and any gains or losses attributable to write-ups or write-downs of assets, (c) the net income (or loss) of any Person that is not the Borrower or a Restricted Subsidiary or that is accounted for by the equity method of accounting, provided that the income of such Person will be included to the extent of the amount of dividends or similar distributions paid in cash (or converted to cash) to the Borrower or a Restricted Subsidiary.

"Consolidated Total Assets" means, as of any date of determination, the amount that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption) on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries at such date.

"Consolidated Working Capital" means, as of the date of determination, Consolidated Current Assets minus Consolidated Current Liabilities.

"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. "Controlled" has a meaning correlative thereto.

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

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

"Defaulting Lender" means any Lender that (a) has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded by it hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's good faith determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii)

pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, (b) has

notified the Borrower or the Administrative Agent in writing or has made a public statement to the effect that it does not intend to comply with its funding obligations hereunder or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's good faith determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied or generally under other agreements in which it commits to extend credit), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a Bankruptcy Event or (ii) become the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of (A) an Undisclosed Administration or (B) the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of the courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Disposition" or "Dispose" means, with respect to any Person, the sale, transfer, license or other disposition (including any sale and leaseback transaction) of any property of such Person.

"Disqualified Institution" means (a) any Person identified in writing upon three (3) Business Days' notice by the Borrower to the Administrative Agent that is at the time a competitor of the Borrower or any of its Subsidiaries or (b) any Affiliate of any Person described in clause (a) to the extent such Affiliate is clearly identifiable solely on the basis of the similarity of such Affiliate's name to any Person described in clause (a) (but excluding any Affiliate of such Person that is a bona fide debt fund or investment vehicle that is primarily engaged, or that advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, bonds or similar extensions of credit or securities in the ordinary course and with respect to which such Person does not, directly or indirectly, possess the power to direct or cause the direction of the investment policies of such entity), in each case, solely to the extent the list of Disqualified Institutions described in clause (a) is made available to all Lenders (either by the Borrower or by the Administrative Agent with the Borrower's express authorization) on the Platform; it being understood that to the extent the Borrower provides such list (or any supplement thereto) to the Administrative Agent, the Administrative Agent is authorized to and shall post such list (and any such supplement thereto) on the Platform; provided that no supplement to the list of Disqualified Institutions described in clause (a) shall apply retroactively to disqualify any Persons that have previously acquired an assignment or participation interest in the Loans.

"Disqualified Stock" means, with respect to any Person, any Equity Interests of such Person that, by their terms (or by the terms of any security or other Equity Interests into which they are convertible or for which they are exchangeable), or upon the happening of any event or condition (a) mature (excluding any maturity as the result of an optional redemption by the issuer thereof) or are mandatorily redeemable (other than solely for Qualified Equity Interests of the Borrower and cash in lieu of fractional shares of such Equity Interests), pursuant to a sinking fund obligation or otherwise, (b) are redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests and cash in lieu of fractional shares of such Equity Interests), in whole or in part, (c) provide for scheduled, mandatory payments of dividends in cash, or (d) are or become convertible into or exchangeable, either mandatorily or at the option of the holder thereof, for Indebtedness or any other Equity Interests that would constitute Disqualified Stock, in the case of each of the foregoing clauses (a), (b), (c) and (d), (A) prior to the date that is ninety-one (91)

days after the Latest Maturity Date in effect at the time of issuance thereof and (B) except as a result of a change of control or asset sale or similar event so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event or similar event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments (provided, that only the portion of the Equity Interests that so mature or are mandatorily redeemable, are so convertible or exchangeable or are so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock). Notwithstanding the foregoing: (i) any Equity Interests issued to any employee or to any plan for the benefit of employees of the Borrower or any of its Subsidiaries or by any such plan to such employees shall not constitute Disqualified Stock solely because they may be required to be repurchased by the Borrower in order to satisfy applicable statutory or regulatory obligations or as a result of such employees' termination, death or disability and (ii) any class of Equity Interests of such Person that by its terms authorizes such Person to satisfy its obligations thereunder by delivery of Qualified Equity Interests shall not be deemed to be Disqualified Stock.

"dollars" or "$" refers to lawful money of the United States of America.

"Domestic Subsidiaries" means all Subsidiaries that are organized under the laws of the United States, any state thereof or the District of Columbia.

"Dutch Auction" means an auction conducted by the Borrower or any Subsidiary in order to purchase Term Loans as contemplated by Section 9.04(e), as applicable, in accordance with the Auction Procedures.

"ECF Percentage" means, as of the date of determination, (a) if the Secured Leverage Ratio (determined without giving effect to the proviso in the definition of "Unrestricted Cash") as of the last day of the applicable fiscal year of the Borrower is greater than 1.75:1.00, 50%, (b) if the Secured Leverage Ratio (determined without giving effect to the proviso in the definition of "Unrestricted Cash") as of the last day of the applicable fiscal year of the Borrower is less than or equal to 1.75:1.00 but greater than 1.00:1.00, 25% and (c) otherwise, 0%.

"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 member state 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 degree) having responsibility for the resolution of any EEA Financial Institution.

"Effective Date" means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02), which is October 4, 2017.

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

"Electronic System" means any electronic system, including e-mail, e-fax, Intralinks®, ClearPar®, Debt Domain, Syndtrak and any other Internet or extranet-based site, whether such electronic system is owned, operated or hosted by the Administrative Agent and any of its Related Parties or any other Person, providing for access to data protected by passcodes or other security system.

"Engagement Letter" means the engagement letter, dated as of September 12, 2017, between the Borrower and the Lead Arrangers.

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, or injunctions issued or promulgated by any Governmental Authority, governing pollution, protection of the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Materials or human health or safety matters.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental investigation or remediation, fines, penalties or indemnities), of the Borrower 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 rights entitling the holder thereof to purchase or acquire any such equity interest.

"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), other than the Borrower, that, together with the Borrower, 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(m) or (o) of the Code.

"ERISA Event" means (a) any "reportable event," as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the existence with respect to any Plan of any unpaid "minimum required contribution" (as defined in Section 430 of the Code or Section 303 of ERISA), whether or not waived, or with respect to a Multiemployer Plan, any failure to make a required contribution; (c) a determination that any Plan is, or is expected to be, in "at-risk" status; (d) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (e) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (f) the receipt by the Borrower or any ERISA

Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (g) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal (including under Section 4062(e) of ERISA) from any Plan or Multiemployer Plan; or (h) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent, within the meaning of Title IV of ERISA or is in "endangered" or "critical" or "critical and declining" status, within the meaning of Section 432 of the Code or Section 305 of ERISA.

"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.

"Eurodollar," when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Event of Default" has the meaning assigned to such term in Section 7.01.

"Excess Cash Flow" means, for any fiscal year of the Borrower, the excess of:

(c) ~~(a)~~ the sum, without duplication, of:

(i) Consolidated Net Income of the Borrower and its Restricted Subsidiaries for such period;

(ii) an amount equal to the amount of all non-cash charges (including depreciation and amortization and non-cash compensation expense arising from equity awards) to the extent deducted in arriving at the Consolidated Net Income of the Borrower and its Restricted Subsidiaries;

(iii) decreases in Consolidated Working Capital for such period (other than any such decreases arising from acquisitions by the Borrower and its Restricted Subsidiaries completed during such period or the application of purchase accounting);

(iv) cash receipts in respect of Swap Agreements during such period to the extent not otherwise included in Consolidated Net Income of the Borrower and its Restricted Subsidiaries; and

(v) the amount of tax expense deducted in determining Consolidated Net Income of the Borrower and its Restricted Subsidiaries for such period to the extent it exceeds the amount of cash taxes (including penalties and interest) paid or tax reserves set aside or payable (without duplication) in such period; minus

(d) ~~(b)~~ the sum, without duplication, of:

(i) an amount equal to the amount of all non-cash credits included in arriving at such Consolidated Net Income of the Borrower and its Restricted Subsidiaries and non-cash gains to the extent included in arriving at such Consolidated Net Income of the Borrower and its Restricted Subsidiaries;

(ii) without duplication of amounts deducted pursuant to clause (x) below in prior fiscal years, the amount of Capital Expenditures or acquisitions made in cash during such period, except to the extent that such Capital Expenditures or acquisitions were financed with the proceeds of an incurrence or issuance of Indebtedness (other than extensions of credit under any revolving credit facility or similar facility or other short term Indebtedness);

(iii) the aggregate amount of all principal payments of Indebtedness of the Borrower and its Restricted Subsidiaries (including (A) the principal component of Capital Lease Obligations, (B) prepayments of Loans pursuant to Section 2.08(b) to the extent required due to a Disposition that resulted in an increase to such Consolidated Net Income and not in excess of the amount of such increase and (C) the amount of scheduled amortization payments in respect of the Term Loans, but excluding (X) all other prepayments of Term Loans and (Y) all prepayments in respect of any revolving credit facility available to the Borrower or any of its Restricted Subsidiaries except, in the case of this clause (Y), to the extent there is an equivalent permanent reduction in commitments thereunder) made during such period, except to the extent financed with the proceeds of an incurrence of Indebtedness (other than extensions of credit under any revolving credit facility or similar facility or other short term Indebtedness);

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

(v) increases in Consolidated Working Capital for such period (other than any such increases arising from acquisitions by the Borrower and its Restricted Subsidiaries completed during such period or the application of purchase accounting);

(vi) cash payments by the Borrower and its Restricted Subsidiaries during such period in respect of long-term liabilities of the Borrower and its Restricted Subsidiaries other than Indebtedness;

(vii) without duplication of amounts deducted pursuant to clause (x) below in prior periods, the amount of Investments made under clauses (g), (m), (r), (w) (solely with respect to clause (a) of the definition of "Available Amount"), (x) and (y) of Section 6.04, except to the extent that such Investments and acquisitions were financed with the proceeds of an incurrence of Indebtedness (other than extensions of credit under any other revolving credit facility or similar facility or other short term Indebtedness);

(viii) cash expenditures in respect of Swap Agreements during such period to the extent not deducted in arriving at such Consolidated Net Income;

(ix) the aggregate amount of any premium, make-whole or penalty payments paid in cash by the Borrower and its Restricted Subsidiaries during such period that are required to be made in connection with any prepayment of Indebtedness except to the extent that such amounts were financed with the proceeds of an incurrence of Indebtedness (other than extensions of credit under any other revolving credit facility or similar facility or other short term Indebtedness);

(x) without duplication of amounts deducted from Excess Cash Flow in prior periods, at the option of the Borrower, the aggregate consideration required to be paid in cash by the Borrower or any of its Restricted Subsidiaries pursuant to binding contracts (the "Contract Consideration") entered into prior to or during such period relating to Investments permitted by

Section 6.04, Permitted Acquisitions, Capital Expenditures or acquisitions to be consummated or made during the period of four consecutive Fiscal Quarters of the Borrower following the end of such period except to the extent intended to be financed with the proceeds of an incurrence of other Indebtedness (other than extensions of credit under any other revolving credit facility or similar facility or other short term Indebtedness); provided that to the extent the aggregate amount utilized to finance such Investments permitted by Section 6.04, Permitted Acquisitions, Capital Expenditures or acquisitions during such period of four consecutive Fiscal Quarters is less than the Contract Consideration, the amount of such shortfall, shall be added to the calculation of Excess Cash Flow at the end of such period of four consecutive Fiscal Quarters;

(xi) the aggregate amount of all cash Restricted Payments of the Borrower and its Restricted Subsidiaries made during such period; and

(xii) cash payments during such period in respect of non-cash items expensed in a prior period but not reducing Excess Cash Flow as calculated for such prior period.

"Excluded Property" means (i) any leasehold interest in real property and any fee owned real property (other than Material Real Property), (ii) motor vehicles and other assets subject to certificates of title, except to the extent a security interest therein can be perfected by the filing of a UCC financing statement, (iii) letter of credit rights, except the extent perfection can be accomplished by filing of a UCC financing statement, and commercial tort claims in an amount reasonably estimated by the Borrower to be less than $10,000,000, (iv) pledges and security interests prohibited by applicable law, rule or regulation including the requirement to obtain consent of any governmental authority after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code or other applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code or other applicable law notwithstanding such prohibition, (v) Equity Interests in any Person other than Wholly Owned Subsidiaries, to the extent not permitted by the terms of such Person's organizational or joint venture documents after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code or other applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code or other applicable law notwithstanding such prohibition, (vi) any lease, permit, license or agreement, any property subject to a purchase money security interest, Capital Lease Obligations or similar arrangement permitted under this Agreement, and any deposit or cash collateral account securing Liens of a type described in Section 6.02(j) and paragraphs (c) and (d) of the definition of Permitted Encumbrances, in each case, to the extent the grant of a security interest therein would violate or invalidate such lease, permit, license or agreement, purchase money or similar arrangement, or agreement governing such deposit or cash collateral account or create a right of termination in favor of any other party thereto (other than the Borrower or any of its Restricted Subsidiaries) after giving effect to the applicable anti-assignment provisions of the UCC or other applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the UCC or other applicable law notwithstanding such prohibition, (vii) those assets as to which the Administrative Agent and the Borrower reasonably agree that the cost of obtaining such security interest or perfection thereof are excessive in relation to the benefit to the Lenders of the security afforded thereby, (viii) (a) voting Equity Interests in excess of 65% of the voting Equity Interests of any first tier CFC or CFC Holdco or (b) any of the assets of a CFC (including any of the Equity Interests of a Subsidiary of a CFC), (ix) any governmental licenses or state or local franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted by the terms thereof after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code or other applicable law, (x) any U.S. trademark application filed on the basis of an intent-to-use such trademark prior to the filing with and acceptance by the United States Patent and Trademark Office of a

"Statement of Use" or "Amendment to Allege Use" with respect thereto pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law, (xi) (a) payroll and other employee wage and benefit accounts, (b) sales tax accounts, (c) escrow accounts for the benefit of unaffiliated third parties and (d) fiduciary or trust accounts for the benefit of unaffiliated third parties, and, in the case of clauses (a) through (d), the funds or other property held in or maintained in any such account, in each case, other than to the extent perfection may be accomplished by filing of a UCC financing statement and other than proceeds of Collateral, (xii) any acquired property (including property acquired through acquisition or merger of another entity), if at the time of such acquisition the granting of a security interest therein or the pledge thereof is prohibited by contract or other agreement binding on such acquired property (in each case, not created in contemplation thereof) to the extent and for so long as such contract or other agreement prohibits such security interest or pledge after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code or other applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code or other applicable law notwithstanding such prohibition, (xiii) Equity Interests issued by, or assets of, Unrestricted Subsidiaries, Immaterial Subsidiaries, not for profit subsidiaries and Captive Insurance Subsidiaries, (xiv) Margin Stock, and (xv) assets to the extent the granting of a security interest in such assets would result in a material adverse tax consequence to the Borrower or its Subsidiaries (as reasonably determined by the Administrative Agent and the Borrower).

"Excluded Subsidiary" means any of the following:

(e) ~~(a)~~ each Immaterial Subsidiary,

(f) ~~(b)~~ each Domestic Subsidiary that is not a Wholly Owned Subsidiary (for so long as such Subsidiary remains a non-Wholly Owned Subsidiary),

(g) ~~(c)~~ each Domestic Subsidiary that is prohibited but only for so long as such Domestic Subsidiary is prohibited from guaranteeing or granting Lien to secure the Secured Obligations by any applicable law, rule or regulation or that would require consent, approval, license or authorization of a Governmental Authority to Guarantee or grant Liens to secure the Obligations (unless such consent, approval, license or authorization has been received),

(h) ~~(d)~~ each Domestic Subsidiary that is prohibited but only for so long as such Domestic Subsidiary by any applicable contractual requirement from guaranteeing or granting Liens to secure the Secured Obligations existing on the Effective Date or existing at the time such Subsidiary becomes a Subsidiary, so long as such prohibition did not arise as part of such acquisition (and for so long as such restriction or any replacement or renewal thereof is in effect),

(i) ~~(e)~~ any Foreign Subsidiary,

(j) ~~(f)~~ any Domestic Subsidiary (i) that is a CFC Holdco or (ii) that is a direct or indirect Subsidiary of a CFC Holdco or of a Foreign Subsidiary that is a CFC,

(k) ~~(g)~~ any other Domestic Subsidiary with respect to which the Administrative Agent and the Borrower reasonably agree that the cost (or material adverse Tax consequences)

of providing a Guarantee of or granting Liens to secure the Secured Obligations would be excessive in relation to the benefit to be afforded thereby,

(l) ~~(h)~~ each Unrestricted Subsidiary,

(m) ~~(i)~~ any not-for-profit Subsidiary, and

(n) ~~(j)~~ any Captive Insurance Subsidiary.

"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 by 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) (a) 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 or would become effective with respect to such Specified Swap Obligation or (b) in the case of a Specified Swap Obligation subject to a clearing requirement pursuant to Section 2(h) of the Commodity Exchange Act (or any successor provision thereto), because such Loan Party is a "financial entity," as defined in Section 2(h)(7)(C)(i) of the Commodity Exchange Act (or any successor provision thereto), at the time such Guarantee of such Loan Party becomes or would become effective with respect to such related 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 Obligation is guaranteed by such Loan Party 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 such Recipient's 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 located in or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment, pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the applicable Commitment, or, in the case of an applicable interest in a Loan not funded pursuant to a prior Commitment, such Lender acquires such interest in such Loan; provided that this clause (b)(i) shall not apply to an assignee pursuant to a request by the Borrower under Section 2.16(b) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.14, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired such applicable interest in such Loan or Commitment or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.14(f) and (d) any Taxes imposed under FATCA.

"Existing Class Loans" has the meaning assigned to such term in Section 9.02(h).

"Existing Credit Agreement" means that certain Credit Agreement, dated as of May 26, 2016, as amended, amended and restated, supplemented, or otherwise modified from time to time, among the Borrower, Biostorage Technologies, Inc., Wells Fargo Bank, N.A., as administrative agent, and the other agents and lenders party thereto.

"Extended Term Loan" has the meaning assigned to such term in Section 2.19(a).

"Extending Lender" has the meaning assigned to such term in Section 2.19(a).

"Extension" has the meaning assigned to such term in Section 2.19(a).

"Extension Amendment" has the meaning assigned to such term in Section 2.19(b).

"Extension Election" has the meaning assigned to such term in Section 2.19(a).

"Facility" means the respective facility and commitments utilized in making Loans hereunder, it being understood that, as of the Effective Date there is one Facility (i.e., the Initial Term B Facility) and thereafter, the term "Facility" may include any other Class of Commitments and the extensions of credit thereunder.

"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 and any agreements entered into pursuant to the foregoing (or any amended or successor version described above), and any intergovernmental agreements entered into in connection with the foregoing and any law, regulations, or official rules adopted pursuant to any such intergovernmental agreement.

"Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Financial Officer" means the chief financial officer, principal accounting officer, treasurer or controller of the Borrower.

"Fiscal Quarter" means the fiscal quarter of the Borrower, ending on the last day of each March, June, September and December of each year.

"Flood Insurance Laws" means, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statue thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto, (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (v) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"Foreign Lender" means a Lender that is not a U.S. Person.

"Foreign Subsidiary" means any Subsidiary that is not a Domestic Subsidiary.

"GAAP" means generally accepted accounting principles in the United States of America, applied on a consistent basis, subject to the provisions of Section 1.03.

"Governmental Acts" means any act or omission, whether rightful or wrongful, of any present or future Governmental Authority.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state, local, provincial or otherwise, and any agency,

authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation 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.

"Guarantee Agreement" means a guarantee agreement substantially in the form of Exhibit C, made by the Guarantors in favor of the Administrative Agent for the benefit of the Secured Parties.

"Guarantors" means each Restricted Subsidiary that becomes party to a Guarantee Agreement as a Guarantor, and the permitted successors and assigns of each such Person (except to the extent such Restricted Subsidiary or successor or assign thereof is relieved from its obligations under the Guarantee Agreement pursuant to the provisions of this Agreement).

"Guaranty and Security Agreement" means the Guaranty and Security Agreement substantially in the form of Exhibit C dated as of the Effective Date among the Borrower, each Guarantor and the Collateral Agent.

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

"Immaterial Subsidiaries" means all Subsidiaries other than the Material Subsidiaries.

"Incremental Equivalent Debt" means Indebtedness issued, incurred or otherwise obtained by any Loan Party in respect of one or more series of senior unsecured notes, senior secured first lien or junior lien notes or subordinated notes (in each case issued in a public offering, Rule 144A or other private placement in lieu of the foregoing (and any Registered Equivalent Notes issued in exchange therefor)) or junior lien or unsecured (but not senior secured first lien) loans that, in each case, if secured, will be secured by Liens on the Collateral on a pari passu basis (but without regard to the control of remedies) or a junior priority basis with the Liens on Collateral securing the Secured Obligations, and that are issued or made in lieu of Incremental Term Loans; provided that (i) the aggregate principal amount of all Incremental Equivalent Debt at the time of issuance or incurrence shall not exceed the amount that would be permitted to be incurred as Incremental Term Loans under Section 2.17(a) at such time (with any Incremental Equivalent Debt being deemed to constitute Indebtedness that is secured on a pari passu basis with the Term Facilities for the purposes of calculating the Secured Leverage Ratio set forth in Section 2.17(a) even if not so secured), (ii) such Incremental Equivalent Debt shall not be subject to any

Guarantee by any Person other than a Loan Party, (iii) in the case of Incremental Equivalent Debt that is secured, the obligations in respect thereof shall not be secured by any Lien on any asset of any Person other than any asset constituting Collateral, (iv) if such Incremental Equivalent Debt is secured, such Incremental Equivalent Debt shall be subject to an applicable Intercreditor Agreement and if such Incremental Equivalent Debt is payment subordinated, shall be subject to a subordination agreement on terms that are reasonably acceptable to the Administrative Agent and (v) at the time of incurrence, such Incremental Equivalent Debt has a final maturity date equal to or later than the Latest Maturity Date then in effect with respect to, and has a Weighted Average Life to Maturity equal to or longer than, the Weighted Average Life to Maturity of, the Class of outstanding Term Loans with the then Latest Maturity Date or Weighted Average Life to Maturity, as the case may be.

"Incremental Term Loan Amendment" has the meaning assigned to such term in Section 2.17(a).

"Incremental Term Loan Commitment" means the commitment of any Lender, established pursuant to Section 2.17, to make Incremental Term Loans to the Borrower.

"Incremental Term Loan Lender" means a Lender with an Incremental Term Loan Commitment or an outstanding Incremental Term Loan.

"Incremental Term Loans" means any additional term loans made pursuant to Section 2.17.

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding (i) current accounts and trade payables payable incurred in the ordinary course of business and (ii) any bona-fide earn-out obligation until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and if not paid after being due and payable), (e) all Indebtedness of others secured by any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed by such Person, (f) all Guarantees by such Person of Indebtedness of others, (g) all Capital Lease Obligations of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (i) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances and (j) all Disqualified Stock in such Person, valued, as of the date of determination, at the greater of (i) the maximum aggregate amount that would be payable upon maturity, redemption, repayment or repurchase thereof (or of Disqualified Stock or Indebtedness into which such Disqualified Stock convertible or exchangeable) and (ii) the maximum liquidation preference of such Disqualified Stock (excluding accrued dividends that have not increased the liquidation preference of such Disqualified Stock); provided that the term "Indebtedness" shall not include (i) deferred or prepaid revenue, (ii) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the seller, or (iii) financing, construction or other similar liabilities arising pursuant to EITF 97-10 (ASC 840) or any successor accounting pronouncement and not reflecting any obligation to any other Person. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor. The amount of Indebtedness of any Person for purposes of clause (e) above shall (unless such Indebtedness has been assumed by such Person) be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the fair market value of the property encumbered thereby as determined by such Person in good faith. For all purposes hereof, the

Indebtedness of the Borrower and the Restricted Subsidiaries shall exclude intercompany liabilities arising from their cash management, tax, and accounting operations and intercompany loans, advances or Indebtedness having a term not exceeding 364 days (inclusive of any rollover or extensions of terms) and made in the ordinary course of business.

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

"Indemnitee" has the meaning assigned to such term in Section 9.03(b).

"Initial Term B Borrowing" means any Borrowing comprised of Initial Term B Loans.

"Initial Term B Facility" means the Initial Term B Loan Commitments and the Initial Term B Loans made hereunder.

"Initial Term B Facility Maturity Date" means the seventh anniversary of the Effective Date.

"Initial Term B Lender" means a Lender with an Initial Term B Loan Commitment or an outstanding Initial Term B Loan.

"Initial Term B Loan Commitment" means, with respect to each Term Loan Lender, the commitment of such Term Loan Lender to make Initial Term B Loans hereunder. The amount of each Term Loan Lender's Initial Term B Loan Commitment as of the Effective Date is set forth on Schedule 1.01A under the caption "Initial Term B Loan Commitments". The aggregate amount of the Initial Term B Loan Commitments as of the Effective Date is $200,000,000.

"Initial Term B Loans" means the term loans made by the Term Loan Lenders to the Borrower on the Effective Date pursuant to Section 2.01 2.01(i).

"Intellectual Property" means the following: (a) copyrights, mask works (including integrated circuit designs) and rights in works of authorship, registrations and applications for registration thereof, (b) trademarks, service marks, trade names, slogans, domain names, logos, trade dress and registrations and applications of registrations thereof, (c) patents, as well as any reissued and reexamined patents and extensions corresponding to the patents and any patent applications, as well as any related continuation, continuation in part and divisional applications and patents issuing therefrom, and all inventions, discoveries and designs claimed or described therein, (d) trade secrets, and other confidential information, including ideas, designs, concepts, compilations of information, databases and rights in data, methods, techniques, procedures, processes and other know-how, whether or not patentable and (e) all other intellectual property or industrial property.

"Intercompany Indebtedness" means any Indebtedness of the Borrower or any Restricted Subsidiary owed to and held by the Borrower or any Restricted Subsidiary; provided that the occurrence of any event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of such Indebtedness (other than to the Borrower or another Restricted Subsidiary) shall be deemed, in each case, to constitute a new incurrence of Indebtedness other than Intercompany Indebtedness by the issuer thereof.

"Intercreditor Agreement" means the ABL Intercreditor Agreement, a Permitted Pari Passu Intercreditor Agreement or a Permitted Junior Intercreditor Agreement, as applicable.

"Interest Election Request" means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.05.

"Interest Payment Date" means (a) with respect to any ABR Loan, (i) the last day of each March, June, September and December and (ii) the applicable Maturity Date and (b) with respect to any Eurodollar Loan, (i) the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar 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 (ii) the applicable Maturity Date.

"Interest Period" means with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter (or, to the extent agreed to by all Lenders with Commitments or Loans under the applicable Class, twelve months, a period shorter than one month, or any other period as is satisfactory to the Administrative Agent), as the Borrower may elect; provided, that (a) 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, in the case of a Eurodollar Borrowing only, 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 and (b) any Interest Period pertaining to a Eurodollar Borrowing 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. 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.

"Investment" has the meaning assigned to such term in Section 6.04.

"IRS" means the United States Internal Revenue Service.

"Joint Venture" means a corporation, partnership or other Person (other than a Restricted Subsidiary) jointly owned by the Borrower or a Restricted Subsidiary and one or more Persons that are not Affiliates of the Borrower for the purpose of engaging in any business in which the Borrower would be permitted to engage under Section 6.03(b).

"Junior Debt" has the meaning assigned to such term in Section 6.06(b).

"Junior Debt Prepayment" has the meaning assigned to such term in Section 6.06(b).

"Latest Maturity Date" means, at any date of determination, the latest Term Facility Maturity Date applicable to any Loan or Commitment hereunder at such time, in each case then in effect on such date of determination.

"LCA Election" has the meaning assigned to such term in Section 1.05(b).

"LCA Test Date" has the meaning assigned to such term in Section 1.05(b).

"Lead Arrangers" means the Joint Lead Arrangers and Joint Bookrunners listed on the cover page.

"Lenders" means the Persons listed on Schedule 1.01A and any other Person (excluding Disqualified Institutions) that shall have become a Lender hereto pursuant to an Assignment and

Assumption, Incremental Term Loan Amendment, Extension Amendment or Refinancing Amendment, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

"LIBO Rate" means:

(o) ~~(a)~~ with respect to any Eurodollar Borrowings for any Interest Period, the rate appearing on Bloomberg screen LIBOR01 (or any successor to or substitute for such service, as determined by the Administrative Agent from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for deposits in dollars (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period; provided that in the event such rate is not available at such time for any reason, then the "LIBO Rate" with respect to such Eurodollar Borrowing for such Interest Period shall be the interest rate per annum determined by the Administrative Agent to be the average of the rates per annum at which deposits in dollars are offered for such relevant Interest Period to major banks in the London interbank market by the Administrative Agent at approximately 11:00 a.m., London time, on the date that is two Business Days prior to the beginning of such Interest Period; and

(p) ~~(b)~~ for any rate calculation with respect to a ABR Loan on any date, the rate per annum equal to the LIBO Rate described in paragraph (a) above, at or about 11:00 a.m., London time, determined two Business Days prior to such date for dollar deposits with a term of one month commencing that day;

provided that to the extent that any such rate is below zero, the LIBO Rate described in paragraph (a) above will be deemed to be zero; provided, further that to the extent a comparable or successor rate is approved by the Administrative Agent in connection with any rate set forth in this definition, the approved rate shall be applied in a manner consistent with market practice; provided, further that to the extent such market practice is not administratively feasible for the Administrative Agent, such approved rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge in the nature of a security interest or security interest in, on or of such asset, (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 and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities; provided that "Lien" shall not include any non-exclusive licenses or covenants not to assert under Intellectual Property that do not (i) interfere in any material respect with the business of the Borrower and the Restricted Subsidiaries, taken as a whole or (ii) secure any Indebtedness.

"Limited Condition Acquisition" means any acquisition by the Borrower or any Restricted Subsidiary of all or substantially all of the Equity Interests or assets or business of another Person or assets constituting a business unit, line of business or division of such Person (a) that is permitted by this Agreement and (b) the consummation of which is not conditioned upon the availability of, or on obtaining, third party financing or in connection with which any fee or expense would be payable by the Borrower or its Restricted Subsidiaries to the seller or target in the event financing to consummate the acquisition is not obtained as contemplated by the definitive acquisition agreement.

"Limited Condition Acquisition Agreement" means, with respect to any Limited Condition Acquisition, the definitive acquisition documentation in respect thereof.

"Loan Documents" means this Agreement, the Guarantee Agreement, the Security Documents, each Refinancing Amendment, each Incremental Term Loan Amendment, each Extension Amendment, the ABL Intercreditor Agreement, any other Intercreditor Agreement to the extent then in effect, the Notes and any other document designated in writing by the Administrative Agent with Borrower's consent (such consent not to be unreasonably withheld) as a Loan Document.

"Loan Parties" means the Borrower and each Guarantor.

"Loans" means the loans made by the Lenders to the Borrower pursuant to this Agreement.

"Long-Term Indebtedness" means any Indebtedness that, in accordance with GAAP, constitutes (or, when incurred, constituted) a long-term liability.

"Margin Stock" has the meaning assigned to such term in Regulation U.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, property or financial condition of the Borrower and the Restricted Subsidiaries, taken as a whole, or (b) the validity or enforceability of the Loan Documents, taken as a whole, or the rights or remedies of the Administrative Agent or the Lenders thereunder, taken as a whole.

"Material Indebtedness" means Indebtedness (other than the Loans), or obligations in respect of one or more Swap Agreements, of any one or more of the Borrower and its Restricted Subsidiaries in an aggregate principal amount exceeding $25,000,000. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of the Borrower or any Restricted Subsidiary in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Borrower or such Restricted Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

"Material Real Property" means (i) the real property identified on Schedule 1.01D, and (ii) any other real estate owned (but not leased) by the Borrower or any Guarantor located in the United States having a value in excess of $3,000,000 (estimated in good faith by the Borrower).

"Material Subsidiary" means a Restricted Subsidiary that when combined with all other Immaterial Subsidiaries either (a) generates in the aggregate 5% or more of the Consolidated EBITDA of the Borrower or (b) holds in the aggregate assets that constitute 5% or more of all consolidated assets of the Borrower and its Restricted Subsidiaries as of the last day of the most recent Fiscal Quarter for which financial statements of the Borrower are available; provided that, if the Consolidated EBITDA or consolidated assets of all Restricted Subsidiaries that would otherwise be excluded from being a "Material Subsidiary" pursuant to clauses (a) and (b) above exceeds the applicable thresholds set forth in clause (a) or (b) above, then the Borrower shall designate in writing to the Administrative Agent one or more of such Restricted Subsidiaries to be "Material Subsidiaries" to the extent necessary so that the Consolidated EBITDA and consolidated assets of all Restricted Subsidiaries that are not Material Subsidiaries do not exceed the applicable thresholds set forth in clause (a) or (b) above.

"Maximum Rate" has the meaning assigned to such term in Section 9.14.

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

"Mortgage" means a mortgage or deed of trust encumbering a Mortgaged Property in form and substance reasonably acceptable to the Collateral Agent.

"Mortgage Policy" has the meaning assigned to such term in Section 5.11.

"Mortgaged Property" means any Material Real Property for which a Mortgage is delivered pursuant to Section 4.01(f) or 5.11.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Net Proceeds" means, with respect to any event, the cash proceeds received by the Borrower or any Restricted Subsidiary in respect of such event net of (a) all Taxes paid (or reasonably estimated to be payable) by the Borrower or any of its Restricted Subsidiaries to third parties in connection with such event and the amount of any reserves established by the Borrower and its Restricted Subsidiaries to fund contingent liabilities reasonably estimated to be payable, that are directly attributable to such event (provided that any determination by the Borrower that Taxes estimated to be payable are not payable and any reduction at any time in the amount of any such reserves (other than as a result of payments made in respect thereof) shall be deemed to constitute the receipt by the Borrower at such time of Net Proceeds in the amount of the estimated Taxes not payable or such reduction, as applicable), (b) all brokerage commissions and fees, attorneys' fees, accountants' fees, investment banking fees, underwriting discounts and other fees and out-of-pocket expenses (including survey costs, title insurance premiums and related search and recording charges) paid by the Borrower or any of its Restricted Subsidiaries to third parties in connection with such event, (c) in the case of a Disposition of an asset, (w) any funded escrow established pursuant to the documents evidencing any Disposition to secure any indemnification obligations or adjustments to the purchase price associated with any such Disposition, (x) the amount of all payments that are permitted hereunder and are made by the Borrower and its Restricted Subsidiaries (or to establish an escrow for the future repayment thereof) as a result of such event to repay Indebtedness (other than the Initial Term B Loans or the 2018 Incremental Term B 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 Borrower and the Restricted Subsidiaries as a result thereof and (z) the amount of any liabilities directly associated with such asset and retained by the Borrower or its Restricted Subsidiaries and (d) solely in the case of any Disposition of all or any substantial portion of the Borrower's cryogenics business, the amount of any such cash proceeds thereof applied by the Borrower to the voluntary prepayment of Term Loans prior to the 36th day after receipt thereof by the Borrower or any Restricted Subsidiary.

"New Class Loans" has the meaning assigned to such term in Section 9.02(h).

"Non-Consenting Lender" has the meaning assigned to such term in Section 9.02(d).

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

"Notes" means any promissory notes issued pursuant to Section 2.07(e).

"Obligations" means (a) the due and punctual payment by the Borrower or the applicable Loan Parties of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (ii) all other monetary obligations, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency,

receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Loan Parties to the Lenders under this Agreement and the other Loan Documents and (b) the due and punctual payment and performance of all covenants, agreements, obligations and liabilities of the Loan Parties, monetary or otherwise, under or pursuant to this Agreement and the other Loan Documents.

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

"Order" means an order, writ, judgment, award, injunction, decree, ruling or decision of any Governmental Authority or arbitrator.

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

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

"Other Incremental Term Loans" has the meaning assigned to such term in Section 2.17(b)(i).

"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 2.16(b)).

"Other Term Facilities" means the Other Term Loan Commitments and the Other Term Loans made thereunder.

"Other Term Loan Commitments" means, collectively, (a) Incremental Term Loan Commitments and (b) commitments to make Refinancing Term Loans.

"Other Term Loans" means, collectively, (a) Other Incremental Term Loans, (b) Extended Term Loans and (c) Refinancing Term Loans.

"Participant" has the meaning set forth in Section 9.04(c).

"Participant Register" has the meaning set forth in Section 9.04(c).

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

"Perfection Certificate" means the Perfection Certificate with respect to the Loan Parties in the form attached hereto as Exhibit D, or such other form as is reasonably satisfactory to the Administrative Agent.

"Permitted Acquisition" has the meaning set forth in Section 6.04(g).

"Permitted Encumbrances" means:

(q) ~~(a)~~ Liens imposed by law for Taxes that are not yet overdue for a period of more than thirty (30) days or which are being contested in compliance with Section 5.05;

(r) ~~(b)~~ carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 60 days or are being contested in good faith by appropriate actions diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person to the extent required in accordance with GAAP;

(s) ~~(c)~~ pledges and deposits made in the ordinary course of business in compliance with workers' compensation, health, disability, unemployment insurance and other social security laws or regulations;

(t) ~~(d)~~ deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds, reimbursement obligations in respect of letters of credit, and other obligations of a like nature, in each case in the ordinary course of business;

(u) ~~(e)~~ judgment liens in respect of judgments that do not constitute an Event of Default under clause (j) of Article VII;

(v) ~~(f)~~ easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Borrower and its Restricted Subsidiaries, taken as a whole;

(w) ~~(g)~~ any obligations or duties affecting any of the property of the Borrower or the Restricted Subsidiaries to any municipality or public authority with respect to any franchise, grant, license or permit which do not materially impair the use of such property for the purposes for which it is held;

(x) ~~(h)~~ with respect to any Mortgaged Property, the exceptions included on the applicable Mortgage Policy;

(y) ~~(i)~~ Liens arising from precautionary UCC financing statements regarding operating leases; and

(z) ~~(j)~~ Liens arising out of consignment or similar arrangements for the sale of goods entered into by the Borrower or any of its Restricted Subsidiaries in the ordinary course of business;

provided that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness.

"Permitted Foreign Investments" means any of the following, to the extent held in the ordinary course of business and not for speculative purposes; (i) investments in certificates of deposit, banker's acceptances and time deposits maturing within 364 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by any office of any commercial bank organized under the laws of any jurisdiction outside of the United States of America, (ii) euros and Sterling, (iii) investments of the type and maturity described in clauses (a) through (g) of the definition of "Permitted Investments" of foreign obligors, which investments are reasonably appropriate in connection with any business conducted by the Borrower or its Subsidiaries (as determined by the Borrower in good faith) and which investments or obligors (or the parent companies of such obligors) have the ratings described in such clauses or equivalent ratings from S&P and Moody's and (iv) other short term investments utilized by the Borrower and its Subsidiaries in accordance with normal investment practices for cash management in such country in investments analogous to the investments described in clauses (a) through (g) of the definition of "Permitted Investments" below and in this paragraph and which are reasonably appropriate in connection with any business conducted by the Borrower or its Subsidiaries in such country (as determined by the Borrower in good faith).

"Permitted Investments" means:

(aa) ~~(a)~~ direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within one year from the date of acquisition thereof;

(bb) ~~(b)~~ investments in commercial paper maturing within 24 months with an aggregate portfolio weighted-average maturity of 12 months or less from the date of acquisition thereof and having, at such date of acquisition, short-term credit ratings of at least A-1 and P-1 by S&P and Moody's, respectively, or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within six months from the date of acquisition;

(cc) ~~(c)~~ investments in certificates of deposit, banker's acceptances and time deposits maturing within 365 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof which has a combined capital and surplus and undivided profits of not less than $500,000,000;

(dd) ~~(d)~~ fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria described in clause (c) above;

(ee) ~~(e)~~ money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, and (ii) are rated AAA by S&P and Aaa by Moody's or invest solely in the assets described in clauses (a) through (d) above

(ff) ~~(f)~~ municipal (tax-exempt) investments with a maximum maturity of 24 months with an aggregate portfolio weighted-average maturity of 12 months or less (for securities where the interest rate is adjusted periodically (e.g. floating rate securities), the interest rate reset date will be used to determine the maturity date);

(gg) ~~(g)~~ variable rate notes issued by, or guaranteed by, any state agency, municipality or domestic corporation rated A-1 (or the equivalent thereof) or better by S&P or P-1 (or the equivalent thereof) or better by Moody's and maturing within 24 months with an aggregate portfolio weighted-average maturity of 12 months or less from the date of acquisition (the interest rate reset date will be used to determine the maturity date); and

(hh) ~~(h)~~ investments made pursuant to and in accordance with the Borrower's investment policy as approved by the Borrower's Board of Directors, as in effect on the Effective Date and as may be amended, supplemented or otherwise modified from time to time with the approval of the Borrower's Board of Directors.

"Permitted Pari Passu Intercreditor Agreement" means, with respect to any Liens on Collateral that are intended to be equal and ratable with the Liens securing the Secured Obligations, one or more intercreditor agreements, each of which shall be on terms which are consistent with market terms governing security arrangements for the sharing of liens on a pari passu basis at the time such intercreditor agreement is proposed to be established, as determined by the Borrower and the Collateral Agent in the exercise of reasonable judgment.

"Permitted Junior Intercreditor Agreement" means, with respect to any Liens on Collateral that are intended to be junior to any Liens securing the Secured Obligations, one or more intercreditor agreements, each of which shall be on terms which are consistent with market terms governing security arrangements for the sharing of liens on a junior basis at the time such intercreditor agreement is proposed to be established, as determined by the Borrower and the Collateral Agent in the exercise of reasonable judgment.

"Permitted Refinancing Indebtedness" means, with respect to any Person, any modification, refinancing, refunding, renewal, exchanges, replacements or extension of any Indebtedness of such Person; provided that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed, exchanged, replaced or extended except by an amount equal to unpaid accrued interest and premium thereon plus other reasonable amounts paid, and fees, premiums, penalties and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal, exchanges, replacements or extension, (b) Indebtedness (other than purchase money Indebtedness and Capital Lease Obligations) resulting from such modification, refinancing, refunding, renewal, exchanges, replacements or extension has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed, exchanged, replaced or extended, (c) immediately after giving effect thereto, no Event of Default shall have occurred and be continuing, (d) if the Indebtedness being modified, refinanced, refunded, renewed, exchanged, replaced or extended is subordinated in right of payment to the Obligations, the Indebtedness resulting from such modification, refinancing, refunding, renewal, exchange, replacement or extension is subordinated in right of payment to the Obligations on terms at least as favorable to the Lenders, taken as a whole, as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, renewed, exchanged, replaced or extended, (e) if the Indebtedness being modified, refinanced, refunded, renewed, exchanged, replaced or extended is secured, (i) the Indebtedness resulting from such modification refinancing, refunding, renewal, extension, replacement or extension shall only be secured on the same basis (including relative priority) as the Indebtedness being modified, refinanced, refunded, renewed, exchanged, replaced or extended and shall be subject to the applicable Intercreditor Agreement and (ii) no Lien relating thereto shall be expanded to cover any additional property of the Borrower or any Restricted Subsidiary and (f) such Permitted Refinancing Indebtedness is not recourse to any Restricted Subsidiary

(other than a Loan Party) that is not an obligor of the Indebtedness being so modified, refinanced, refunded, renewed, exchanged, replaced or extended. For the avoidance of doubt, it is understood that a Permitted Refinancing Indebtedness may constitute a portion of an issuance of Indebtedness in excess of the amount of such Permitted Refinancing Indebtedness; provided that such excess amount is otherwise permitted to be incurred under Section 6.01.

"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 Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Platform" has the meaning assigned to such term in Section 9.16.

"Pledged Collateral" has the meaning assigned to such term in the Guaranty and Security Agreement.

"Prepayment Event" means:

(ii) ~~(a)~~ any Disposition of any asset of the Borrower or any Restricted Subsidiary, including any sale or issuance to a Person other than the Borrower or any Restricted Subsidiary of Equity Interests in any Subsidiary, other than (i) Dispositions described in clause (a), (c), (d), (e), (f), (g), (h), (i), (k), (l) or (m) of Section 6.05, and (ii) other Dispositions resulting in Net Proceeds not exceeding $5,000,000 for any individual transaction or series of related transactions;

(jj) ~~(b)~~ any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any asset of the Borrower or any Restricted Subsidiary resulting in Net Proceeds of $5,000,000 or more with respect to such event; or

(kk) ~~(c)~~ the incurrence by the Borrower or any Restricted Subsidiary of any Indebtedness, other than any Indebtedness permitted to be incurred by Section 6.01 (other than Refinancing Term Loans and Refinancing Notes).

"Prime Rate" means the rate of interest per annum from time to time published in the "Money Rates" or successor section of *The Wall Street Journal* as being the "Prime Lending Rate" or, if more than one rate is published as the "Prime Lending Rate", then the highest of such rates (each change in the Prime Rate to be effective as of the date of publication in *The Wall Street Journal* of a "Prime Lending Rate" that is different from that published on the preceding Business Day); provided that in the event that The Wall Street Journal shall, for any reason, fail or cease to publish the "Prime Lending Rate", the Administrative Agent shall choose a reasonably comparable index or source to use as the basis for the "Prime Lending Rate".

"Principal Office" means the Administrative Agent's "Principal Office" as set forth on Schedule 1.01B, or such other office or office of a third party or sub-agent, as appropriate, as the Administrative Agent may from time to time designate in writing to the Borrower and each Lender.

"Pro Forma Basis" means, as to any Person, for all Specified Transactions that occur subsequent to the commencement of an applicable measurement period except as set forth in

Section 1.05(a), all calculations of the Secured Leverage Ratio, Consolidated EBITDA, Consolidated Cash Interest Expense

and the Total Leverage Ratio will give pro forma effect to such Specified Transactions as if such Specified Transactions occurred on the first day of such measurement period. Interest on a Capital Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a Financial Officer of the Borrower to be the rate of interest implicit in such Capital Lease Obligation in accordance with GAAP. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Borrower may designate. Whenever any calculation is made on a Pro Forma Basis hereunder, such calculation shall be made in good faith by a Financial Officer; provided that no such calculation shall include cost savings or synergies unless such cost savings and synergies are (i) either (x) in compliance with Regulation S-X under the Securities Act of 1933, as amended or (y) based on actions taken or to be taken within 24 months of the relevant transaction or otherwise consistent with clause (a)(ix) of the definition of "Consolidated EBITDA" and (ii) in an amount for any Test Period, when aggregated with the amount of any increase to Consolidated EBITDA for such Test Period pursuant to clause (a)(ix) of the definition of "Consolidated EBITDA," that does not exceed 25% of Consolidated EBITDA for such Test Period (calculated on a Pro Forma Basis but prior to giving effect to any increase pursuant to this clause (y) or clause (a)(ix) of the definition of "Consolidated EBITDA").

"Pro Rata Extension Offers" has the meaning assigned to such term in Section 2.19(a).

"Proceeding" has the meaning assigned to such term in Section 9.03(b).

"Proposed Change" shall have the meaning assigned to such term in Section 9.02(d).

"Public Lender" has the meaning assigned to such term in Section 9.16.

"Qualified Equity Interests" means any Equity Interest other than Disqualified Stock.

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

"Refinancing Amendment" has the meaning assigned to that term in Section 2.20(c).

"Refinancing Effective Date" has the meaning assigned to such term in Section 2.20(a).

"Refinancing Notes" means any secured or unsecured notes or loans issued by the Borrower or any Guarantor (whether under an indenture, a credit agreement or otherwise (other than this Agreement)) and the Indebtedness represented thereby; provided that (a) 100% of the Net Proceeds of such Refinancing Notes are used to permanently repay Term Loans and/or replace Commitments substantially simultaneously with the issuance thereof; (b) the principal amount (or accreted value, if applicable) of such Refinancing Notes does not exceed the principal amount (or accreted value, if applicable) of the aggregate portion of the Term Loans so repaid and/or Commitments so replaced (plus unpaid accrued interest and premium (including tender premiums) thereon and underwriting discounts, defeasance costs, fees, commissions and expenses); (c) the final maturity date of such Refinancing Notes is on or after the Latest Maturity Date; (d) the Weighted Average Life to Maturity of such Refinancing Notes is greater than or equal to the Weighted Average Life to Maturity of the Term Loans so repaid; (e) the terms of such Refinancing Notes do not provide for any scheduled repayment, mandatory redemption or sinking fund obligations prior to the Term Facility Maturity Date of the Term Loans so reduced (other than (x) in the case of Refinancing Notes in the form of notes, customary offers to repurchase or mandatory prepayment provisions upon a change of control, asset sale or event of loss and customary acceleration rights after an event of default and (y) in the case of Refinancing Notes in the form of loans, customary amortization and

mandatory and voluntary prepayment provisions which are, when taken as a whole, consistent in all material respects with, or not materially less favorable to the Loan Parties than, those applicable to the Term Loans repaid and/or Commitments replaced, as the case may be, with such Indebtedness to provide that any such mandatory prepayments as a result of asset sales, events of loss, or excess cash flow, shall be allocated on a pro rata basis or a less than pro rata basis (but not a greater than pro rata basis) with the other Term Loans outstanding pursuant to this Agreement); (f) there shall be no obligor with respect thereto that is not a Loan Party; (g) if such Refinancing Notes are secured, the security agreements relating to such assets shall not extend to any assets not constituting Collateral and shall be no more favorable to the secured party or party, taken as a whole (determined by the Borrower in good faith) than the Security Documents (with such differences as are reasonably satisfactory to the Administrative Agent) and such Refinancing Notes shall be subject to the provisions of a Permitted Pari Passu Intercreditor Agreement or a Permitted Junior Intercreditor Agreement, as applicable; and (h) all other terms applicable to such Refinancing Notes other than provisions relating to pricing, rate floors, discounts, fees, interest rate margins, optional prepayment, optional redemption and any other pricing terms (which pricing, rate floors, discounts, fees, interest rate margins, optional prepayment, optional redemption and other pricing terms shall not be subject to the provisions set forth in this clause (h)) taken as a whole shall (as determined by the Borrower in good faith) be substantially similar to, or not materially more favorable to the investors in respect of such Refinancing Notes than, the terms, taken as a whole (determined by the Borrower in good faith), applicable to the Term Loans so reduced (except (i) to the extent such covenants and other terms apply solely to any period after the Latest Maturity Date in effect at the time such Refinancing Notes are issued or are otherwise reasonably acceptable to the Administrative Agent, (ii) to the extent Lenders under the corresponding Term Loans also receive the benefit of such more favorable terms and (iii) that any such Refinancing Notes may contain any financial maintenance covenants, so long as any such covenant shall not be tighter than (or in addition to) those applicable to the Term Loans then outstanding (unless such covenants are also added for the benefit of the Lenders holding the Term Loans then outstanding, which shall not require consent of the Lenders holding the Term Loans then outstanding and which the Administrative Agent shall add upon the issuance of such Refinancing Notes)).

"Refinancing Term Loans" has the meaning assigned to such term in Section 2.20(a).

"Register" has the meaning set forth in Section 9.04(b)(F)(iv).

"Registered Equivalent Notes" means, with respect to any notes originally issued in an offering pursuant to Rule 144A under the Securities Act of 1933 or other private placement transaction under the Securities Act of 1933, substantially identical notes (having the same guarantees) issued in a dollar-for-dollar exchange therefor pursuant to an exchange offer registered with the SEC.

"Regulation T" means Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Regulation U" means Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Regulation X" means Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

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

"Repricing Event" means (a) any prepayment or repayment of any Initial Term B Loan or any 2018 Incremental Term B Loan with the proceeds of any Indebtedness in the form of term loans, or any conversion of any Initial Term B Loan or any 2018 Incremental Term B Loan into any new or replacement tranche of term loans, in each case having an All-in Yield lower than the All-in Yield (excluding for this purpose, upfront fees and original discount on the Initial Term B Loans or 2018 Incremental Term B Loans, respectively) of such Initial Term B Loan or such 2018 Incremental Term B Loan at the time of such prepayment or repayment or conversion, but excluding any prepayment, repayment or conversion in connection with a Change in Control or Transformative Acquisition, and (b) any amendment or other modification of this Agreement that, directly or indirectly, reduces the All-in Yield of any Initial Term B Loan or any 2018 Incremental Term B Loan, but excluding any amendment or modification in connection with a Change in Control or Transformative Acquisition.

"Required Lenders" means, at any time, Lenders having Loans or unfunded Commitments representing greater than 50% of the aggregate amount of the Loans or unused Commitments, as applicable, at such time. The Loans and unused Commitments of any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

"Requirement of Law" means, as to any Person, any law, treaty, rule, regulation, statute, order, ordinance, decree, judgment, consent decree, writ, injunction, settlement agreement or governmental requirement enacted, promulgated or imposed or entered into or agreed by any Governmental Authority, in each case applicable to or binding upon such Person or any of its property or assets or to which such Person or any of its property or assets is subject.

"Responsible Officer" means the chief executive officer, president, vice president, chief financial officer, treasurer, or other similar officer of the Borrower.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Borrower or any Restricted 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 Borrower or any Restricted Subsidiary or any option, warrant or other right to acquire any such Equity Interests in the Borrower.

"Restricted Subsidiary" means any Subsidiary that is not an Unrestricted Subsidiary.

"S&P" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business.

"Sanctioned Country" means a country, region or territory that at any time is itself the subject or target of any Sanctions (as of the Effective Date, Crimea, Cuba, Iran, North Korea, Sudan and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the OFAC, the U.S. Department of State, the U.S. Department of Commerce or by the United Nations Security Council, the European Union, any European Union Member State, Canada or Her Majesty's Treasury of the United Kingdom, (b) any Person located, organized or resident in a Sanctioned Country or (c) any Person directly or indirectly owned or controlled by any such Person or Persons described in the foregoing clause (a) or (b).

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by OFAC, the U.S. State Department, the U.S. Department of Commerce or the U.S. Department of the Treasury or the United Nations Security Council, the European Union, any European Union Member State, Canada or Her Majesty's Treasury of the United Kingdom.

"SEC" means the Securities and Exchange Commission of the United States of America.

"Secured Leverage Ratio" means, as of any date of determination, the ratio of (a) the greater of (i) the aggregate outstanding principal amount of Indebtedness under clauses (a), (b), (g) or (j) of the definition thereof of the Borrower and its Restricted Subsidiaries, on a consolidated basis, that is secured by Liens on property or assets of the Borrower or any of its Restricted Subsidiaries (after giving effect to any incurrence or repayment of any such Indebtedness on such date) minus Unrestricted Cash and (ii) $0 to (b) Consolidated EBITDA for the Test Period ending on such date.

"Secured Obligations" means, collectively, the Obligations, including all interest and other monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding.

"Secured Parties" means, collectively, the Administrative Agent, the Collateral Agent, each Lender, each sub-agent appointed pursuant to Article VIII hereof by the Administrative Agent with respect to matters relating to the Loan Documents or by the Collateral Agent with respect to matters relating to any Security Document and each other Person to which any of the Secured Obligations is owed.

"Security Documents" means the Guaranty and Security Agreement, Mortgage, and each other security document or pledge agreement delivered by any Loan Party pursuant to Section 5.11 to secure any of the Secured Obligations, and all UCC or other financing statements, intellectual property security agreements or instruments of perfection required by this Agreement or any security agreement to be filed with respect to the security interests in personal property created pursuant to the Guaranty and Security Agreement and any other document or instrument utilized to pledge as collateral for the Secured Obligations any property of whatever kind or nature.

"Specified Swap Obligation" means, with respect to any 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.

"Specified Transaction" means (i) any Disposition and any asset acquisition, Investment (or series of related Investments), in each case, in excess of $20,000,000 (or any similar transaction or transactions), any dividend, distribution or other similar payment, (ii) the designation of any Restricted Subsidiary as an Unrestricted Subsidiary or of any Unrestricted Subsidiary as a Restricted Subsidiary and (iii) any incurrence, repayment, repurchase or redemption of Indebtedness.

"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 LIBO Rate, for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentage shall include those imposed pursuant to such Regulation D. Eurodollar 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 such Regulation D 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, 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, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which Equity Interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means any subsidiary of the Borrower.

"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 or commodities.

"Target Person" has the meaning assigned to such term in the last paragraph of Section 6.04.

"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.

"Term Facility" means each of the Initial Term B Facility, 2018 Incremental Term B Facility and any Other Term Facility.

"Term Facility Maturity Date" means, as the context may require, (a) with respect to the Initial Term B Facility, the Initial Term B Facility Maturity Date ~~and (b~~, (b) with respect to the 2018 Incremental Term B Facility, the 2018 Incremental Term B Facility Maturity Date and (c) with respect to any other Class of Term Loans, the maturity dates specified therefor in the applicable Incremental Term Loan Amendment, Extension Amendment or Refinancing Amendment.

"Term Loan" means the Initial Term B Loans, 2018 Incremental Term B Loans and/or the Other Term Loans.

"Term Loan Borrowing" means any Initial Term B Borrowing, any 2018 Incremental Term B Borrowing or any Borrowing of Other Term Loans.

"Term Loan Commitment" means the commitment of a Term Loan Lender to make Term Loans, including Initial Term B Loans, 2018 Incremental Term B Loans and/or Other Term Loans, in each case, as set forth on Schedule 1.01A or the applicable Incremental Term Loan Amendment or Refinancing Amendment.

"Term Loan Lender" means a Lender having a Term Loan Commitment or that holds Term Loans.

"Test Period" means each period of four consecutive Fiscal Quarters of the Borrower then last ended (in each case taken as one accounting period).

"Total Credit Exposure" means, as to any Term Loan Lender at any time, an amount equal to the aggregate principal amount of such Term Loan Lender's Term Loans outstanding at such time.

"Total Leverage Ratio" means, as of any date of determination, the ratio of (a) the greater of (i) the outstanding principal amount of Indebtedness under clauses (a), (b), (g) or (j) of the definition thereof of the Borrower and its Restricted Subsidiaries, on a consolidated basis, as of such date (after giving effect to any incurrence or prepayment of Indebtedness on such date) minus Unrestricted Cash and (ii) $0 to (b) Consolidated EBITDA for the Test Period ending on such date.

"Transactions" means the Amendment and the entering into the Facility as of the Effective Date.

"Transformative Acquisition" means any acquisition by the Borrower or any Restricted Subsidiary that is not permitted by the terms of this Agreement immediately prior to the consummation of such acquisition.

"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 LIBO Rate or the Alternate Base Rate.

"Undisclosed Administration" means, in relation to a Lender or its direct or indirect parent company, the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official by a supervisory authority or regulator under or based on the law in the country where such Lender or such parent company is subject to home jurisdiction, if applicable law requires that such appointment not be disclosed.

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

"Unrestricted Cash" means, as of any date of determination, such cash or Permitted Investments that (a) does not appear (and is not required to appear) as "restricted" on the consolidated balance sheet of the Borrower (unless such appearance is related to the Liens granted to the Collateral Agent to secure the Obligations or Liens with respect to the Existing Credit Agreement or any Permitted Refinancing thereof (so long as such Permitted Refinancing maintains the Collateral Agent's Lien priority with respect to the Collateral as in effect immediately prior thereto)), (b) is not subject to any Lien in favor of any Person other than (i) the Collateral Agent for the benefit of the Secured Parties, (ii) Liens in favor of the Collateral Agent and the Secured Parties in connection with the Existing Credit Agreement and any Permitted Refinancing thereof (so long as such Permitted Refinancing maintains the Collateral Agent's Lien priority with respect to the Collateral as in effect immediately prior thereto), and (iii) Liens permitted under Section 6.02(k) and (c) is otherwise generally available for use by the Borrower and its Restricted Subsidiaries; provided that the aggregate amount of Unrestricted Cash for purposes of this Agreement shall not exceed $100,000,000.

"Unrestricted Subsidiary" means (1) any Subsidiary of the Borrower which at the time of determination is an Unrestricted Subsidiary (as designated by the Borrower, as provided below); and (2) any Subsidiary of an Unrestricted Subsidiary. The Borrower may designate: (a) any Subsidiary of the

Borrower (including any existing Subsidiary and any Subsidiary acquired or formed after the Effective Date) to be an Unrestricted Subsidiary; provided that: (i) such designation shall be deemed an Investment by the Borrower therein at the date of designation in an amount equal to the fair market value of the Borrower's (or its Restricted Subsidiaries') Investments therein, which shall be required to be permitted on such date in accordance with Section 6.04 (and not as an Investment permitted thereby in a Restricted Subsidiary); (ii) the Borrower could incur at least $1.00 of additional Indebtedness pursuant to the Total Leverage Ratio test set forth in clause (iv) of Section 6.01(i); and (iii) immediately after giving effect to such designation, no Event of Default will have occurred and be continuing; and (b) any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that: (i) immediately after giving effect to such designation, no Event of Default will have occurred and be continuing; and (ii) the Borrower could incur at least $1.00 of additional Indebtedness pursuant to the Total Leverage Ratio test set forth in clause (iv) of Section 6.01(i). Any such designation by the Borrower will be notified by the Borrower to the Administrative Agent and the Borrower shall promptly provide to the Administrative Agent a certificate of a Responsible Officer certifying that such designation complied with the applicable foregoing provisions. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence at the time of designation of any Indebtedness and Liens of such Subsidiary existing at such time.

"USA PATRIOT Act" has the meaning set forth in Section 9.17.

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

"U.S. Tax Compliance Certificate" has the meaning assigned to such term in Section 2.14(f)(ii)(b)(3).

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness.

"Wholly Owned Subsidiary" means any Subsidiary of the Borrower all the Equity Interests of which (other than directors' qualifying shares and Equity Interests held by other Persons to the extent such Equity Interests are required by applicable law to be held by a Person other than the Borrower or one of its Subsidiaries) is owned by the Borrower or one or more Wholly Owned Subsidiaries.

"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:

(ll) ~~(a)~~ 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 EU Bail-In Legislation Schedule; and

(mm) ~~(b)~~ in relation to any other applicable Bail-In Legislation:

(i) 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

(ii) any similar or analogous powers under that Bail-In Legislation.

Section 1.02 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." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) 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, (d) 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 (e) 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 1.03 Accounting Terms; GAAP. 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 Borrower notifies the Administrative Agent that the Borrower 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 Borrower 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; provided, further, that if GAAP requires the Borrower subsequent to the Effective Date to cause operating leases to be treated as capitalized leases or otherwise to be reflected on such Person's balance sheet, then such change shall not be given effect hereunder, and those types of leases which were treated as operating leases as of the Effective Date shall continue to

be treated as operating leases that would not otherwise be required to be reflected on such Person's balance sheet. 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 without giving effect to any election under Accounting Standards Codification 825-10-25 (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 Borrower or any Subsidiary at "fair value," as defined therein and (ii) without giving effect to any treatment of Indebtedness in respect

of convertible debt instruments under Accounting Standards Codification 470-20 (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.

Section 1.04 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a "Term Loan") or by Type (e.g., a "Eurodollar Loan") or by Class and Type (e.g., a "Eurodollar Term Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Term Loan Borrowing") or by Type (e.g., a "Eurodollar Borrowing") or by Class and Type (e.g., a "Eurodollar Term Loan Borrowing").

Section 1.05 Pro Forma Calculations; Covenant Calculations.

(a) For purposes of any calculation of the Secured Leverage Ratio, ~~Consolidated Cash Interest Expense,~~ Consolidated Cash Interest Expense, Consolidated EBITDA or Total Leverage Ratio, in the event that any Specified Transaction has occurred during the Test Period for which the Secured Leverage Ratio, ~~Consolidated Cash Interest Expense,~~ Consolidated Cash Interest Expense, Consolidated EBITDA or Total Leverage Ratio is being calculated or following the end of such Test Period and on or prior to the date of determination, such calculation shall be made on a Pro Forma Basis.

(b) Notwithstanding anything in this Agreement or any Loan Document to the contrary, when calculating any applicable ratio or determining other compliance with this Agreement (including the determination of compliance with any provision of this Agreement which requires that no Default or Event of Default has occurred, is continuing or would result therefrom) in connection with a Specified Transaction undertaken in connection with the consummation of a Limited Condition Acquisition, the date of determination of such ratio and determination of whether any Default or Event of Default has occurred, is continuing or would result therefrom or other applicable covenant shall, at the option of the Borrower (the Borrower's election to exercise such option in connection with any Limited Condition Acquisition, an "LCA Election"), be deemed to be the date the definitive agreements for such Limited Condition Acquisition are entered into (the "LCA Test Date") and if, after such ratios and other provisions are measured on a Pro Forma Basis after giving effect to such Limited Condition Acquisition and the other Specified Transactions to be entered into in connection therewith (including any incurrence of Indebtedness) as if they occurred at the beginning of the four consecutive fiscal quarter period being used to calculate such financial ratio ending prior to the LCA Test Date, the Borrower could have taken such action on the relevant LCA Test Date in compliance with such ratios and provisions, such provisions shall be deemed to have been complied with. For the avoidance of doubt, (x) if any of such ratios are exceeded as a result of fluctuations in such ratio (including due to fluctuations in Consolidated EBITDA of the Borrower or the target of such Limited Condition Acquisition) at or prior to the consummation of the relevant Limited Condition Acquisition, such ratios and other provisions will not be deemed to have been exceeded as a result of such fluctuations solely for purposes of determining whether the Limited Condition Acquisition is permitted hereunder and (y) such ratios and other provisions shall not be tested at the time of consummation of such Limited Condition Acquisition or related Specified Transactions. If the Borrower has made an LCA Election for any Limited Condition Acquisition, then in connection with any subsequent calculation of any ratio or basket availability with respect to any other Specified Transaction

on or following the relevant LCA Test Date and prior to the earlier of the date on which such Limited Condition Acquisition is consummated or the date that the definitive agreement for such Limited Condition Acquisition is terminated or expires without consummation of such Limited Condition Acquisition, any such ratio or basket shall be calculated on a Pro Forma Basis assuming such Limited Condition Acquisition and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated.

(c) Notwithstanding anything to the contrary herein, at any time Consolidated Adjusted EBITDA is less than $0, there shall be no availability under any Secured Leverage Ratio or the Total Leverage Ratio test when determining if the Borrower may take any action permitted hereunder (including any incurrence of Indebtedness).

ARTICLE II

THE CREDITS

Section 2.01 Commitments. Subject to the terms and conditions set forth herein (i) each Initial Term B Lender severally agrees to make an Initial Term B Loan to the Borrower in dollars on the Effective Date in a single drawing and in an amount not to exceed such Initial Term B Lender's Initial Term B Loan Commitment, and (ii(ii) each 2018 Incremental Term B Lender severally agrees to make a 2018 Incremental Term B Loan to the Borrower in dollars on the 2018 Incremental Amendment Effective Date in a single drawing and in an amount not to exceed such 2018 Incremental Term B Lender's 2018 Incremental Term B Loan Commitment and (iii) each Incremental Term Loan Lender with an Incremental Term Loan Commitment agrees to make Incremental Term Loans to the Borrower in dollars on the relevant borrowing date or during the relevant availability period in an amount equal to such Lender's applicable Incremental Term Loan Commitment. All such Term Loans shall be made on the applicable date by making immediately available funds available to the Administrative Agent's designated account or to such other account or accounts as may be designated in writing to the Administrative Agent by the Borrower, not later than the time specified by the Administrative Agent. Amounts repaid or prepaid in respect of Term Loans may not be reborrowed.

Section 2.02 Loans and Borrowings.

(a) Each Loan shall be made as part of a Borrowing consisting of Loans under the same Facility and of the same Type made by the Lenders ratably in accordance with their respective Commitments under such Facility. 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 hereunder.

(b) Subject to Section 2.11, each Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any Eurodollar 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 2.11, 2.12, 2.13, 2.14, 2.16 and 2.18 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 Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Eurodollar Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of $500,000 and not less than $1,000,000. At the time that each ABR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of $500,000. 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 ten Eurodollar Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Eurodollar Borrowing if the Interest Period requested with respect thereto would end after the applicable Term Facility Maturity Date.

Section 2.03 Requests for Borrowings. To request a Borrowing (other than a continuation or conversion, which is governed by Section 2.05), the Borrower shall notify the Administrative Agent of such request by telephone (or, by e-mail in accordance with Section 9.01): (a) in the case of a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, three (3) Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 10:00 a.m., New York City time, on the date of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by e-mail, hand delivery or telecopy to the Administrative Agent of a written Borrowing Request substantially in the form of Exhibit B and signed by the Borrower. Each such telephonic, electronic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) the aggregate amount of the requested Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day;

(iii) the Class of such Borrowing;

(iv) whether such Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing;

(v) in the case of a Eurodollar 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 Borrower's account or such other account or accounts designated in writing by the Borrower to which funds are to be disbursed, which shall comply with the requirements of Section 2.04(a).

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Borrowing, then the 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 2.03, the Administrative Agent shall advise each applicable 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 Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 12:00 noon, New York City time, at the Principal Office of the Administrative Agent. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account of the Borrower at the Principal Office designated by the Administrative Agent or to such other account or accounts as may be designated in writing to the Administrative Agent by the Borrower.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section 2.04 and may, in

reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

Section 2.05 Interest Elections.

(a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.05. The 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.

(b) To make an election pursuant to this Section 2.05, the Borrower shall notify the Administrative Agent of such election by telephone (or, by e-mail in accordance with Section 9.01) by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic (or electronic) Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Interest Election Request in substantially the form of Exhibit E and signed by the Borrower.

(c) Each telephonic, electronic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) 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 or a Eurodollar Borrowing; and

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

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

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

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be continued as a Eurodollar Borrowing with an Interest Period of one month's duration. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a Eurodollar Borrowing and (ii) unless repaid, each Eurodollar Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

Section 2.06 Termination and Reduction of Commitments.

(a) On the Effective Date (after giving effect to the funding of the Initial Term B Loans to be made on such date), the Initial Term B Loan Commitments of each Lender as of the Effective Date will terminate.

(b) On the 2018 Incremental Amendment Effective Date (after giving effect to the funding of the 2018 Incremental Term B Loans to be made on such date), the 2018 Incremental Term B Loan Commitments of each Lender as of the 2018 Incremental Amendment Effective Date will terminate.

Section 2.07 Repayment of Loans; Evidence of Debt.

(a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the accounts of the applicable Lenders the then unpaid principal amount of each Borrowing no later than the applicable Term Facility Maturity Date. Subject to adjustment pursuant to Section 2.08(i),

(i) the Borrower shall repay the Initial Term B Loans on each March 31, June 30, September 30 and December 31 to occur during the term of this Agreement (commencing on the last day of the first full Fiscal Quarter ending after the date of the initial Borrowing of the Initial Term B Loans) or, if any such date is not a Business Day, on the next succeeding Business Day, in an aggregate principal amount of the then outstanding Initial Term B Loans equal to 0.25% of the initial aggregate principal amount of the Initial Term B Loans with the balance of all Initial Term B Loans incurred on the Effective Date payable on the Initial Term B Facility Maturity Date, and

(ii) the Borrower shall repay the 2018 Incremental Term B Loans on each March 31, June 30, September 30 and December 31 to occur during the term of this Agreement (commencing on the last day of the first Fiscal Quarter ending after the date of the initial Borrowing of the 2018 Incremental Term B Loans) or, if any such date is not a Business Day, on the next succeeding Business Day, in an aggregate principal amount of the then outstanding 2018 Incremental Term B Loans equal to

0.25% of the initial aggregate principal amount of the 2018 Incremental Term B Loans with the balance of all 2018 Incremental Term B Loans incurred on the 2018 Incremental Amendment Effective Date payable on the 2018 Incremental Term B Facility Maturity Date.

In the event that any Other Term Loans are made, the Borrower shall repay such Other Term Loans on the dates and in the amounts set forth in the related Incremental Term Loan Amendment, Extension Amendment or Refinancing Amendment.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the 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 and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal and interest due and payable or to become due and payable from the 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 obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

(e) Any Lender may request by written notice to the Borrower (with a copy to the Administrative Agent) that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender (promptly after the Borrower's receipt of such notice) a promissory note payable to such Lender and its registered assigns and in a form approved by the Administrative Agent. Thereafter, 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 payable to the payee named therein and its registered assigns.

Section 2.08 Prepayment of Loans.

(a) The Borrower shall have the right at any time and from time to time to prepay (without premium or penalty except with respect to Initial Term B Loans as provided in Section 2.08(f) and with respect to 2018 Incremental Term B Loans as provided in Section 2.08(g), if applicable) any Borrowing in whole or in part, subject to prior notice in accordance with paragraph (d) of this Section 2.08, in a minimum amount equal to $1,000,000 or any integral multiple of $500,000 in excess thereof; provided that the foregoing shall not prohibit prepayment in an amount less than the denominations specified above if the amount of such prepayment constitutes the remaining outstanding balance of the Borrowing being prepaid.

(b) In the event and on each occasion that any Net Proceeds are received by the Borrower or any Restricted Subsidiary in respect of any Prepayment Event, the Borrower shall, on the day such Net Proceeds are received (or, in the case of a Prepayment Event described in clause (a) or (b) of the definition of the term "Prepayment Event," within five (5) Business Days after such Net Proceeds are received by the Borrower or such Restricted Subsidiary), prepay the Initial Term B Loans and 2018 Incremental Term B Loans in an amount equal to 100% of such Net Proceeds; provided that, in the case of any event described in clause (a) or (b) of the definition of the term "Prepayment Event," the Borrower or any Restricted Subsidiary may cause the Net Proceeds from such event (or a portion thereof) to be

invested within 365 days after receipt by the Borrower or such Restricted Subsidiary of such Net Proceeds in the business of the Borrower and its Restricted Subsidiaries (including to consummate any Permitted

Acquisition (or any other acquisition of all or substantially all the assets of (or all or substantially all the assets constituting a business unit, division, product line or line of business of) any Person) permitted hereunder), 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) except to the extent of any such Net Proceeds that have not been so invested by the end of such 365-day period (or within a period of 180 days thereafter if by the end of such initial 365-day period the Borrower or one or more Restricted Subsidiaries shall have entered into an agreement or binding commitment to invest such Net Proceeds), at which time a prepayment shall be required in an amount equal to the Net Proceeds that have not been so invested (and no prepayment shall be required to the extent the aggregate amount of such Net Proceeds that are not reinvested in accordance with this Section 2.08(b) does not exceed $10,000,000 in any fiscal year of Borrower); provided, further, that the Borrower may use a portion of such Net Proceeds to prepay or repurchase any other Indebtedness that is secured by the Collateral on a *pari passu* basis with the Loans to the extent such other Indebtedness and the Liens securing the same are permitted hereunder and the documentation governing such other Indebtedness requires such a prepayment or repurchase thereof with the proceeds of such Prepayment Event, in each case in an amount not to exceed the product of (x) the amount of such Net Proceeds and (y) a fraction, the numerator of which is the outstanding principal amount of such other Indebtedness and the denominator of which is the aggregate outstanding principal amount of Initial Term B Loans, 2018 Incremental Term B Loans and such other Indebtedness.

(c) In the event that the Borrower has Excess Cash Flow for any fiscal year of the Borrower, commencing with the fiscal year ending September 30, 2018, the Borrower shall, within five (5) Business Days after the date financial statements are required to be delivered pursuant to Section 5.01(a) for such fiscal year, prepay an aggregate principal amount of Initial Term B Loans and 2018 Incremental Term B Loans in an amount equal to the excess of (x) the ECF Percentage of Excess Cash Flow for such fiscal year over (y) the aggregate amount of (i) prepayments of Loans pursuant to Section 2.08(a) during such fiscal year and (ii) purchases of Loans pursuant to Section 9.04(e) by the Borrower or any Restricted Subsidiary during such fiscal year (determined by the actual cash purchase price paid by such Person for any such purchase and not the par value of the Loans purchased by such Person) (in each case other than with the proceeds of Indebtedness).

(d) [Reserved].

(e) Prior to any optional or mandatory prepayment of Borrowings under this Section 2.08, the Borrower shall, subject to the next sentence, specify the Borrowing or Borrowings to be prepaid in the notice of such prepayment delivered pursuant to paragraph (i) of this Section 2.08. Mandatory prepayments shall be applied without premium or penalty. Notwithstanding the foregoing, any Initial Term B Lender or 2018 Incremental Term B Lender may elect, by notice to the Administrative Agent by telephone (confirmed by hand delivery or facsimile) at least one Business Day (or such shorter period as may be established by the Administrative Agent) prior to the required prepayment date, to decline all or any portion of any prepayment of its Loans pursuant to this Section 2.08 (other than an optional prepayment pursuant to paragraph (a) of this Section 2.08 or a prepayment pursuant to clause (c) of the definition of "Prepayment Event," which may not be declined), in which case the aggregate amount of the payment that would have been applied to prepay Loans but was so declined may be retained by the Borrower.

(f) In the event any Initial Term B Loans are subject to a Repricing Event prior to the date that is six months after the Effective Date, then each Lender whose Initial Term B Loans are prepaid or repaid in whole or in part, or which is required to assign any of its Initial Term B Loans pursuant to Section 2.16, in each case in connection with such Repricing Event

or which holds an Initial Term B Loan the All-in Yield (excluding for this purpose upfront fees and original issue discount on the Initial Term B

Loans) of which is reduced as a result of a Repricing Event shall be paid an amount equal to 1.00% of the aggregate principal amount of such Lender's Initial Term B Loans so prepaid, repaid, assigned or repriced.

(g) ~~[Reserved].~~ In the event any 2018 Incremental Term B Loans are subject to a Repricing Event prior to the date that is six months after the 2018 Incremental Amendment Effective Date, then each Lender whose 2018 Incremental Term B Loans are prepaid or repaid in whole or in part, or which is required to assign any of its 2018 Incremental Term B Loans pursuant to Section 2.16, in each case in connection with such Repricing Event or which holds a 2018 Incremental Term B Loan the All-in Yield (excluding for this purpose upfront fees and original issue discount on the 2018 Incremental Term B Loans) of which is reduced as a result of a Repricing Event shall be paid an amount equal to 1.00% of the aggregate principal amount of such Lender's 2018 Incremental Term B Loans so prepaid, repaid, assigned or repriced.

(h) [Reserved].

(i) The Borrower shall notify the Administrative Agent by telephone (or by e-mail in accordance with Section 9.01 and in any event as confirmed by telecopy) of any prepayment of a Borrowing hereunder (i) in the case of prepayment of a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, three (3) Business Days before the date of such prepayment (or such later time as the Administrative Agent may agree), and (ii) in the case of prepayment of an ABR Borrowing, not later than 11:00 a.m., New York City time, one Business Day before the date of prepayment. Each such notice shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid. If a notice of optional prepayment is conditioned upon the effectiveness of other credit facilities or consummation of any other transaction, then such notice of prepayment may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such notice, the Administrative Agent shall advise the applicable Lenders of the contents thereof. Each prepayment of a Term Loan Borrowing pursuant to Section 2.08(a) shall be applied to the remaining scheduled payments of the applicable Term Loans included in the prepaid Term Loan Borrowing in such order as directed by the Borrower, but absent such direction, in direct order of maturity. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.10 and in the case of any prepayment of Eurodollar Loans pursuant to this Section 2.08 on any day prior to the last day of an Interest Period applicable thereto, the Borrower shall, promptly after receipt of a written request by any applicable Lender (which request shall set forth in reasonable detail the basis for requesting such amount) pay to the Administrative Agent for the account of such Lender any amounts required pursuant to Section 2.13. Each prepayment of Initial Term B Loans or 2018 Incremental Term B Loans pursuant to Sections 2.08(b) and (c) shall be applied to the remaining scheduled amortization payments of the Initial Term B Loans or 2018 Incremental Term B Loans, respectively, in direct order of maturity.

(j) Notwithstanding the foregoing, if the Borrower reasonably determines in good faith that the payment of any amounts attributable to Foreign Subsidiaries that are required to be prepaid pursuant to Section 2.08(b) or (c) would result in material adverse tax consequences or are prohibited or delayed by any Requirement of Law (including financial assistance and corporate benefit restrictions and fiduciary and statutory duties of the relevant directors) from being repatriated to the Borrower, then the Borrower and its Restricted Subsidiaries shall not be required to prepay such amounts as required under Section 2.08(b) and (c) for so long as such material tax consequences exist or the applicable Requirement of Law will not permit repatriation to the Borrower, as applicable.

Section 2.09 Fees.

(a) On the Effective Date, the Borrower agrees to pay, or cause to be paid, to the Administrative Agent, for the account of each Initial Term B Lender, 0.25% of the aggregate principal amount of the Initial Term B Loan Commitment of such Initial Term B Lender.

(b) The Borrower shall pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent.

(c) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution, in the case of commitment fees to the Lenders. Fees paid shall not be refundable under any circumstances.

Section 2.10 Interest.

(a) (i) The Initial Term B Loans comprising each ABR Term Loan Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Margin for ABR Initial Term B Loans; and (ii) the 2018 Incremental Term B Loans comprising each ABR Term Loan Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Margin for ABR 2018 Incremental Term B Loans.

(b) (i) The Initial Term B Loans comprising each Eurodollar Term Loan Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Margin for Eurodollar Initial Term B Loans; and (ii) the 2018 Incremental Term B Loans comprising each Eurodollar Term Loan Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Margin for Eurodollar 2018 Incremental Term B Loans.

(c) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is not paid when due, 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 (a) and (b) of this Section 2.10 or (ii) in the case of any other amount, 2% plus the rate applicable to ABR Initial Term B Loans or 2018 Incremental Term B Loans, as applicable, as provided in paragraph (a) of this Section 2.10.

(d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan; provided that (i) interest accrued pursuant to paragraph (c) of this Section 2.10 shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan, 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 Eurodollar 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.

(e) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to 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), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

Section 2.11 Alternate Rate of Interest. If prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period; or

(ii) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate or the LIBO Rate, as applicable, for 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 such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone or electronic means as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist (which notice shall be promptly given by the Administrative Agent when such circumstances no longer exist), (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective, and (ii) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then the other Type of Borrowings shall be permitted.

Section 2.12 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 assessment) 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 LIBO Rate);

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

(iii) impose on any Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender or to such other Recipient of making, converting to, continuing or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by such Lender or such other Recipient hereunder (whether of principal,

interest or any other amount), then, within 10 days following request of such Lender or such other Recipient, the Borrower will pay to such Lender or such other Recipient (accompanied by a certificate in accordance with paragraph (c) of this Section 2.12), as the case may be, such additional amount or amounts as will compensate such Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered; provided that such Person shall only be entitled to seek such additional amounts if such Person is generally seeking the payment of similar additional amounts from similarly situated borrowers in comparable credit facilities to the extent it is entitled to do so.

(b) If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy and liquidity), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered within 10 days following request of such Lender (accompanied by a certificate in accordance with paragraph (c) of this Section 2.12); provided that such Person shall only be entitled to seek such additional amounts if such Person is generally seeking the payment of similar additional amounts from similarly situated borrowers in comparable credit facilities to the extent it is entitled to do so.

(c) A certificate of a Lender setting forth in reasonable detail the basis for and computation of the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section 2.12 shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section 2.12 shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to this Section 2.12 for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender'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 2.13 Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.08(h) and is revoked in accordance therewith), or (d) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.16, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event (but not lost profits) within 10 days following request of such Lender (accompanied by a certificate described below in this Section 2.13). In the case of a Eurodollar Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest that would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest that would accrue on such principal amount for such period at the interest rate that such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a

comparable amount and period from other banks in the eurodollar market. A certificate of any Lender setting forth in reasonable detail the

basis for and computation of any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.13 shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

Section 2.14 Taxes.

(a) Payments Free of Taxes. 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 Requirements of Law. If any applicable Requirements of 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 for Indemnified Taxes has been made (including such deductions and withholdings for Indemnified Taxes applicable to additional sums payable under this Section 2.14) 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 Loan Parties. The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable Requirements of Law, or at the option of the Administrative Agent timely reimburse it for, Other Taxes.

(c) Indemnification by the Loan Parties. The Loan Parties shall jointly and severally indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.14) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (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.

(d) [Reserved].

(e) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.14, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of any applicable withholding Tax with respect to any payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if

reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Requirements of Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

(ii) Without limiting the generality of the foregoing,

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

(B) any Foreign Lender shall, to the extent it is legally eligible to do so, deliver to the Borrower and the Administrative Agent on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the 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 executed copies of IRS Form W-8BEN or W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax;

(2) an executed copy 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 F-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a "controlled foreign corporation" related to the Borrower as 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 W-8BEN-E, as applicable; or

(4) to the extent a Foreign Lender is not the beneficial owner (e.g., where the Lender is a partnership or a participating Lender), executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit F-2 or Exhibit F-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 not a participating Lender) 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 F-4 on behalf of such direct and indirect partner(s);

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

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by applicable Requirements of Law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable Requirements of Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA, to determine whether such Lender has complied with such Lender's obligations under FATCA or to determine the amount, if any, 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 documentation it previously delivered pursuant to this Section 2.14(f) expires or becomes obsolete or inaccurate in any respect, it shall update such documentation or promptly notify the Borrower and the Administrative Agent in writing of its legal ineligibility to do so.

Each Lender hereby authorizes the Administrative Agent to deliver to the Loan Parties and to any successor Administrative Agent any documentation provided by such Lender pursuant to this Section 2.14(f).

(g) Treatment of Certain Refunds. If the Administrative Agent or a Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by any of the Loan Parties or with respect to which any Loan Party has paid additional amounts pursuant to this Section 2.14, it shall pay to the indemnifying Loan Party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Party under this Section 2.14 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the indemnifying Loan Party, upon the request of the Administrative Agent or such Lender agrees to repay the amount paid over to indemnifying Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying Loan Party pursuant to this paragraph (h) the payment of which

would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving

rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section 2.14 shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the indemnifying Loan Party or any other Person.

(h) Survival. Each party's obligations under this Section 2.14 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.

(i) Defined Terms. For purposes of this Section 2.14, the term "Requirements of Law" includes FATCA.

Section 2.15 Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or of amounts payable under Section 2.12, 2.13 or 2.14, or otherwise) prior to the time expressly required hereunder for such payment or, if no such time is expressly required, prior to 12:00 noon, New York City time, on the date when due, in immediately available funds, without set-off or counterclaim at the Principal Office of the Administrative Agent for the account of Lenders. 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 solely for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at the applicable account specified in Schedule 2.15 or, in any such case, to such other account as the Administrative Agent shall from time to time specify in a notice delivered to the Borrower, except that payments pursuant to Sections 2.12, 2.13, 2.14 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in dollars.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, 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 then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans, resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans; 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 the 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 to any assignee or participant, other than to the Borrower or any Subsidiary thereof (as to which the provisions of this paragraph shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation. For purposes of subclause (b) of the definition of "Excluded Taxes," a Lender that acquires a participation pursuant to this Section 2.15(c) shall be treated as having acquired such participation on the earlier date(s) on which such Lender acquired the applicable interest(s) in the Commitment(s) and/or Loan(s) to which such participation relates.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04, 2.15(d) or 9.03(c), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

(f) Any proceeds of any Collateral securing the Secured Obligations in connection with any enforcement or any bankruptcy or insolvency proceeding shall be applied, subject to the ABL Intercreditor Agreement and any other applicable Intercreditor Agreement, ratably first, to pay any fees, indemnities, or expense reimbursements including amounts then due to the Agents from the Loan Parties, second, to pay any fees or expense reimbursements then due to the Lenders from the Loan Parties, third, to pay interest and commitment fees then due and payable hereunder ratably, fourth, to prepay principal on the Loans, ratably (with amounts applied to any such Term Loans applied to installments of the Term Loans ratably in accordance with the then outstanding amounts thereof), fifth, to the payment of any other Secured Obligation due to any Secured Party, sixth, as provided for under the ABL Intercreditor Agreement and any other applicable Intercreditor Agreement and seventh, after all of the Secured Obligations (other than contingent indemnification obligations not yet due and owing) have been paid in full (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code), to the Borrower.

Notwithstanding the foregoing in this Section 2.15(f), amounts received from any Loan Party shall not be applied to any Excluded Swap Obligation of such Loan Party.

Section 2.16 Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.12, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the

account of any Lender pursuant to Section 2.14, then such Lender shall (at the request of the Borrower) use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.12 or 2.14, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower shall pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment within 10 days following request of such Lender (accompanied by reasonable back-up documentation relating thereto).

(b) If any Lender requests compensation under Section 2.12, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.14, and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with paragraph (a) above, or if any Lender is a Defaulting Lender, a Non-Consenting Lender or any Lender refuses to make an Extension Election pursuant to Section 2.19, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights (other than its existing rights to payments made pursuant to Sections 2.12 and 2.14) and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrower shall have received the prior written consent of the Administrative Agent to the extent such consent would be required under Section 9.04(b) for an assignment of the applicable Loans or Commitments, which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (including, if applicable, the prepayment fee pursuant to Section 2.08(f) or Section 2.08(g)), from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts), (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.12 or payments required to be made pursuant to Section 2.14, such assignment will result in a reduction in such compensation or payments and (iv) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

Section 2.17 Incremental Term Loan Commitments.

(a) At any time prior to the Latest Maturity Date, the Borrower may, by written notice to the Administrative Agent (which the Administrative Agent shall promptly furnish to each Lender), request that one or more Persons (which may include the then-existing Lenders; provided that no Lender shall be obligated to provide such Incremental Term Loan Commitments and may elect or decline in its sole discretion to provide Incremental Term Loan Commitments) establish Incremental Term Loans under this paragraph (a), it being understood that (x) if such Incremental Term Loan Commitment is to be provided by a Person that is not already a Lender, the Administrative Agent shall have consented to such Person being a Lender hereunder to the extent such consent would be required pursuant to Section 9.04(b) in the event of an assignment to such Person (such consent not to be unreasonably withheld) and (y) the Borrower may agree to accept less than the amount of any proposed Incremental Term Loan Commitment; provided that the minimum aggregate principal amount accepted shall equal the lesser of (i) $10,000,000 or (ii) the aggregate Incremental Term Loan Commitments proposed to be provided in

response to the Borrower's request. The minimum aggregate principal amount of any Incremental Term Loan Commitment shall be $10,000,000, (or such lesser amount as may be agreed by the Administrative Agent). In no event shall the aggregate amount of all Incremental Term Loan Commitments pursuant to this paragraph (a) (when taken together with any Incremental Equivalent Debt incurred prior to such date) exceed an amount equal to the sum of (i) $75,000,000, (ii) the aggregate principal amount of voluntary prepayments of the Term Loans and any Incremental Equivalent Debt, other than prepayments from proceeds of long-term Indebtedness and (iii) any additional amount so long as on the date of incurrence of such Incremental Term Loan Commitment (subject to the terms of Section 2.17(b) below), in the case of this clause (iii), the Secured Leverage Ratio does not exceed 3.00 to 1.00 on a Pro Forma Basis (assuming the full amount available thereunder is drawn and without netting the cash proceeds thereof) with any Incremental Equivalent Debt under Section 6.01(h) being deemed to constitute Indebtedness secured on a pari passu basis with the Term Facilities for the purposes of calculating the Secured Leverage Ratio even if unsecured. The Borrower shall be deemed to have utilized the amounts under clause (ii) prior to using the amounts under clause (i) or (iii) and the Borrower shall be deemed to have utilized the amounts under clause (iii) (to the extent compliant therewith) prior to utilization of the amounts under clause (i). The Borrower may arrange for one or more banks or other financial institutions, which may include any Lenders, to provide Incremental Term Loans or increase their applicable existing Term Loans in an aggregate amount equal to the amount of the Incremental Term Loan Commitment. Incremental Term Loans may be made hereunder pursuant to an amendment, supplement or amendment and restatement (an "Incremental Term Loan Amendment") of this Agreement and, as appropriate, the other Loan Documents, executed by Loan Parties, each Lender participating in such tranche, each Person joining this Agreement as Lender by participation in such tranche, if any, and the Administrative Agent. Each 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 Borrower and the Administrative Agent, to effect the provisions of this Section 2.17.

Notwithstanding the foregoing, no Incremental Term Loans shall become effective under this Section 2.17 unless on the proposed date of the effectiveness of such Incremental Term Loan Commitment (i) the Administrative Agent shall have received a certificate dated such date and executed by a Responsible Officer of the Borrower that, subject to the proviso set forth below, that the conditions set forth in Section 4.01(h)(ii)(A) and (h)(ii)(B), (ii) the Administrative Agent shall have received documents from the Borrower consistent with those delivered on the Effective Date as to the organizational power and authority of the Borrower to borrow hereunder after giving effect to such Incremental Term Loan Commitment and (iii) the Administrative Agent shall have received customary legal opinions or other certificates reasonably requested by it in connection with any such transaction; provided that, with respect to any Incremental Term Loan Commitment incurred for the primary purpose of financing a Limited Condition Acquisition ("Acquisition-Related Incremental Term Loan Commitments"), clause (i) of this sentence shall be deemed to have been satisfied so long as (1) as of the date of effectiveness of the related Limited Condition Acquisition Agreement, no Event of Default or Default is in existence or would result from entry into such Limited Condition Acquisition Agreement, (2) as of the date of the initial borrowing pursuant to such Acquisition-Related Incremental Term Loan Commitment, no Event of Default under clause (a), (b), (h) or (i) of Section 7.01 is in existence immediately before or immediately 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 (or in all respects if qualified by materiality) as of the date of effectiveness of the applicable Limited Condition Acquisition Agreement and (4) as of the date of the initial borrowing pursuant to such Acquisition-Related Incremental Term Loan Commitment, customary "Sungard" representations and

warranties (with such representations and warranties to be reasonably determined by the Administrative Agent and the Borrower) shall be true and correct in all material respects (or in all respects if qualified by materiality) immediately prior to, and immediately after giving effect to, the incurrence of such Acquisition-Related Incremental Term Loan Commitment. Nothing contained in this Section 2.17 shall constitute, or otherwise be deemed to be, a commitment on the part of any Lender to provide Incremental Term Loans at any time.

(b) The Loan Parties and each Incremental Term Loan Lender shall execute and deliver to the Administrative Agent an Incremental Term Loan Amendment and such other documentation as the Administrative Agent shall reasonably specify to evidence the Incremental Term Loan Commitment of such Incremental Term Loan Lender. Each Incremental Term Loan Amendment shall specify the terms of the applicable Incremental Term Loans; provided that:

(i) (x) any commitments to make Incremental Term Loans in the form of additional Initial Term B Loans shall have the same terms as the Initial Term B Loans, and shall form part of the same Class of Initial Term B Loans and (y) any commitments to make Incremental Term Loans in the form of additional 2018 Incremental Term B Loans shall have the same terms as the 2018 Incremental Term B Loans made on the 2018 Incremental Amendment Effective Date, and shall form part of the same Class of 2018 Incremental Term B Loans,

(ii) [reserved],

(iii) any commitments to make Term Loans with pricing, maturity, amortization and/or other terms different from the Initial Term B Loans or the 2018 Incremental Term B Loans ("Other Incremental Term Loans") shall be subject to compliance with clauses (iv) through (viii) below,

(iv) the Other Incremental Term Loans incurred pursuant to clause (a) of this Section 2.17 shall be secured by Liens that rank equal in priority with the Liens securing the existing Loans,

(v) the final maturity date of any such Other Incremental Term Loans shall be no earlier than the Latest Maturity Date applicable to Term Loans in effect at the date of incurrence of such Other Incremental Term Loans, and, except as to pricing, amortization, final maturity date and ranking as to security (which shall, subject to the other clauses of this proviso, be determined by the Borrower and the Incremental Term Loan Lenders in their sole discretion), the Other Incremental Term Loans shall have terms, to the extent not consistent with the Initial Term B Loans or the 2018 Incremental Term B Loans, that are not more favorable, taken as a whole, to the lenders providing such Incremental Term Loans than the terms of the Initial Term B Loans and the 2018 Incremental Term B Loans,

(vi) the Weighted Average Life to Maturity of any such Other Incremental Term Loans shall be no shorter than the remaining Weighted Average Life to Maturity of the then outstanding Term Loans with the longest remaining Weighted Average Life to Maturity,

(vii) there shall be no borrower (other than the Borrower) or guarantor (other than the Guarantors) in respect of any Incremental Term Loan Commitments,

(viii) Other Incremental Term Loans shall not be secured by any asset of the Borrower or its Subsidiaries other than the Collateral, and

(ix) the interest rate margins and (subject to clause (v) above) amortization schedule applicable to the Loans made pursuant to the Incremental Term Loan Commitments shall be determined by the Borrower and the applicable Incremental Term Loan Lenders; provided that in the event that the All-in Yield for any Incremental Term Loan incurred by the Borrower under any Incremental Term Loan Commitment on or prior to the 12 month anniversary of the Effective Date is higher than the All-in Yield for the outstanding Initial Term B Loans hereunder immediately prior to the incurrence of the applicable Incremental Term Loans by more than 50 basis points, then the effective interest rate margin for the Initial Term B Loans at the time such Incremental Term Loans are incurred shall be increased to the extent necessary so that the All-in Yield for the Initial Term B Loans is equal to the All-in Yield for such Incremental Term Loans minus 50 basis points, and provided further that in the event that the All-in Yield for any Incremental Term Loan incurred by the Borrower under any Incremental Term Loan Commitment on or prior to the 12 month anniversary of the 2018 Incremental Amendment Effective Date is higher than the All-in Yield for the outstanding 2018 Incremental Term B Loans hereunder immediately prior to the incurrence of the applicable Incremental Term Loans by more than 50 basis points, then the effective interest rate margin for the 2018 Incremental Term B Loans at the time such Incremental Term Loans are incurred shall be increased to the extent necessary so that the All-in Yield for the 2018 Incremental Term B Loans is equal to the All-in Yield for such Incremental Term Loans minus 50 basis points.

Each party hereto hereby agrees that, upon the effectiveness of any Incremental Term Loan Amendment, this Agreement shall be amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Incremental Term Loan Commitments evidenced thereby as provided for in Section 9.02. Any amendment to this Agreement or any other Loan Document that is necessary to effect the provisions of this Section 2.17 and any such Collateral and other documentation shall be deemed "Loan Documents" hereunder and may be memorialized in writing by the Administrative Agent with the Borrower's consent (not to be unreasonably withheld) and furnished to the other parties hereto. Each of the parties hereto hereby agrees that the Administrative Agent may take any and all action as may be reasonably necessary to ensure that all Incremental Term Loans (other than Other Incremental Term Loans), when originally made, are included in each Borrowing of the outstanding applicable Class of Term Loans on a pro rata basis.

Notwithstanding anything to the contrary, this Section 2.17 shall supersede any provisions in Section 2.15 or Section 9.02 to the contrary.

Section 2.18 Defaulting Lenders.

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

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

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VII ~~or~~, Section 2.08(f) or Section 2.08(g) or otherwise) or received by the

Administrative Agent from a Defaulting Lender pursuant to Section 9.08 shall be applied at such time or times as may be determined by the

Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *third*, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement; *fourth*, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *fifth*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *sixth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made at a time when the conditions set forth in Section 4.01 were satisfied or waived, such payment shall be applied solely to pay the Loans of all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans and funded are held by the Lenders pro rata in accordance with the Commitments hereunder. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(b) [Reserved].

(c) [Reserved].

(d) Defaulting Lender Cure. If the Borrower and the Administrative Agent agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans of the applicable Class to be held pro rata by the Lenders in accordance with the Commitments of such Class, whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

Section 2.19 Extensions of Loans.

(a) Notwithstanding anything to the contrary in this Agreement, pursuant to one or more offers made from time to time by the Borrower to all Lenders of any Class of Term Loans on a pro rata basis (based on the aggregate outstanding Term Loans of such Class), and on the same terms to each such Lender ("Pro Rata Extension Offers"), the Borrower is hereby permitted to consummate transactions with individual Lenders that agree to such transactions

from time to time to extend the maturity date of such Lender's Loans of such Class and to otherwise modify the terms of such Lender's Loans of such Class

pursuant to the terms of the relevant Pro Rata Extension Offer (including, without limitation, increasing the interest rate or fees payable in respect of such Lender's Loans and/or modifying the amortization schedule in respect of such Lender's Loans); provided that any Lender offered or approached to provide an Extension (as defined below), may elect to or decline in its sole discretion to provide an Extension. For the avoidance of doubt, the reference to "on the same terms" in the preceding sentence shall mean that all of the Term Loans of such Class are offered to be extended for the same amount of time and that the interest rate changes and fees payable with respect to such extension are the same. Any such extension (an "Extension") agreed to between the Borrower and any such Lender (an "Extending Lender") will be established under this Agreement by implementing an Other Term Loan for such Lender if such Lender is extending an existing Term Loan (such extended Term Loan, an "Extended Term Loan"). Each Pro Rata Extension Offer shall specify the date on which the Borrower proposes that the Extended Term Loan shall be made (the "Extension Election"), which shall be a date not earlier than five (5) Business Days after the date on which notice is delivered to the Administrative Agent (or such shorter period agreed to by the Administrative Agent in its reasonable discretion).

(b) The Borrower and each Extending Lender shall execute and deliver to the Administrative Agent an amendment to this Agreement (an "Extension Amendment") and such other documentation as the Administrative Agent shall reasonably specify to evidence the Extended Term Loans. Each Extension Amendment shall specify the terms of the applicable Extended Term Loans; provided, that (i) no Default shall have occurred and be continuing at the time the offering document in respect of a Pro Rata Extension Offer is delivered to the Lenders, (ii) the representations and warranties set forth in Article III shall be true and correct in all material respects (or in all respects if qualified by materiality) as of the date of effectiveness of the Extension Amendment, (iii) except as to interest rates, fees and any other pricing terms, and amortization, final maturity date and participation in prepayments and commitment reductions (which shall, subject to clauses (iv) and (v) of this proviso, be determined by the Borrower and set forth in the Pro Rata Extension Offer), the Extended Term Loans shall have (x) the same terms as the existing Class of Term Loans from which they are extended or (y) such other terms as shall be reasonably satisfactory to the Administrative Agent, (iv) the final maturity date of any Extended Term Loans shall be no earlier than the latest Term Facility Maturity Date in effect on the date of incurrence and (v) the Weighted Average Life to Maturity of any Extended Term Loans shall be no shorter than the remaining Weighted Average Life to Maturity of the Class of Term Loans to which such offer relates. Upon the effectiveness of any Extension Amendment, this Agreement shall be amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Extended Term Loans evidenced thereby as provided for in Section 9.02. Any such deemed amendment may be memorialized in writing by the Administrative Agent with the Borrower's consent (not to be unreasonably withheld) and furnished to the other parties hereto. In connection with any Extension Amendment, the Administrative Agent shall have received customary legal opinions or other certificates reasonably requested by it in connection with any such transaction.

(c) Upon the effectiveness of any such Extension, the applicable Extending Lender's Term Loan will be automatically designated an Extended Term Loan.

(d) Notwithstanding anything to the contrary set forth in this Agreement or any other Loan Document (including without limitation this Section 2.19), (i) no Extended Term Loan is required to be in any minimum amount or any minimum increment, (ii) any Extending Lender may extend all or any portion of its Term Loans pursuant to one or more Pro Rata Extension Offers (subject to applicable proration in the case of over participation) (including the extension of any Extended Term Loan), (iii) there shall be no condition to any Extension of any Loan at any time or from time to time other than notice to the Administrative Agent of such Extension and the terms of the Extended Term Loan

implemented thereby, (iv) all Extended Term Loans and all obligations in respect thereof shall be Obligations of the relevant Loan Parties under this Agreement and the other Loan Documents that rank equally and ratably in right of security with all other Obligations of the Class being extended and (v) there shall be no borrower (other than the Borrower) and no guarantors (other than the Guarantors) in respect of any such Extended Term Loans.

(e) Each Extension shall be consummated pursuant to procedures set forth in the associated Pro Rata Extension Offer; provided, that the Borrower shall cooperate with the Administrative Agent prior to making any Pro Rata Extension Offer to establish reasonable procedures with respect to mechanical provisions relating to such Extension, including, without limitation, timing, rounding and other adjustments.

Notwithstanding anything to the contrary, this Section 2.19 shall supersede any provisions in Section 2.15 or Section 9.02 to the contrary.

Section 2.20 Refinancing Amendments.

(a) Notwithstanding anything to the contrary in this Agreement, the Borrower may by written notice to the Administrative Agent establish one or more additional tranches of term loans under this Agreement (such loans, "Refinancing Term Loans") or Refinancing Notes pursuant to procedures reasonably specified by the Administrative Agent and reasonably acceptable to the Borrower, all Net Proceeds of which are used to refinance in whole or in part any Class of Term Loans. Each such notice shall specify the date (each, a "Refinancing Effective Date") on which the Borrower proposes that the Refinancing Term Loans or Refinancing Notes shall be made, which shall be a date not earlier than five (5) Business Days after the date on which such notice is delivered to the Administrative Agent (or such shorter period agreed to by the Administrative Agent in its sole discretion); provided, that:

(i) immediately before and immediately after giving effect to the borrowing of such Refinancing Term Loans on the Refinancing Effective Date each of the conditions set forth in Section 4.01(h)(ii)(A) and (h)(ii)(B) shall be satisfied;

(ii) the final maturity date of the Refinancing Term Loans or Refinancing Notes shall be no earlier than the Term Facility Maturity Date of the refinanced Term Loans;

(iii) the Weighted Average Life to Maturity of such Refinancing Term Loans shall be no shorter than the then-remaining Weighted Average Life to Maturity of the refinanced Term Loans;

(iv) the aggregate principal amount of the Refinancing Term Loans or Refinancing Notes shall not exceed the outstanding principal amount of the refinanced Term Loans plus amounts used to pay fees, premiums, costs and expenses (including original issue discount) and accrued interest associated therewith;

(v) all other terms applicable to such Refinancing Term Loans or Refinancing Notes (other than provisions relating to original issue discount, upfront fees, interest rates and any other pricing terms and optional prepayment or mandatory

prepayment or redemption terms, which shall be as agreed between the Borrower and the Lenders providing such Refinancing Term Loans) taken as a whole shall (as determined by the Borrower in good faith) be substantially similar to, or not materially less favorable to the Borrower and its Subsidiaries than, the terms, taken as a whole, applicable to the Initial Term B Loans and the 2018 Incremental Term B Loans

(except to the extent such covenants and other terms apply solely to any period after the then applicable Latest Maturity Date or are otherwise reasonably acceptable to the Administrative Agent); provided that any such Refinancing Term Loans or Refinancing Notes may contain any financial maintenance covenants, so long as any such covenant shall not be more restrictive to the Borrower than (or in addition to) those applicable to the Term Loans then outstanding (unless such covenants are also added for the benefit of the Lenders, which shall not require consent of the Lenders holding the Term Loans then outstanding and which the Administrative Agent shall add to this Agreement effective on such Refinancing Effective Date);

(vi) there shall be no borrower (other than the Borrower) and no guarantors (other than the Guarantors) in respect of such Refinancing Term Loans and Refinancing Notes;

(vii) Refinancing Term Loans and Refinancing Notes shall not be secured by any asset of the Borrower and its Subsidiaries other than the Collateral; and

(viii) Refinancing Term Loans and Refinancing Notes may participate on a pro rata basis or on a less than pro rata basis (but not on a greater than pro rata basis) in any mandatory prepayments hereunder, as specified in the applicable Refinancing Amendment.

(b) The Borrower may approach any Lender or any other Person that would be a permitted assignee pursuant to Section 9.04 to provide all or a portion of the Refinancing Term Loans or Refinancing Notes; provided, that any Lender offered or approached to provide all or a portion of the Refinancing Term Loans or Refinancing Notes may elect or decline, in its sole discretion, to provide a Refinancing Term Loan or Refinancing Notes. Any Refinancing Term Loans made on any Refinancing Effective Date shall be designated an additional Class of Term Loans for all purposes of this Agreement; provided, further, that any Refinancing Term Loans may, to the extent provided in the applicable Refinancing Amendment governing such Refinancing Term Loans, be designated as an increase in any previously established Class of Term Loans made to the Borrower.

(c) The Borrower and each Lender providing the applicable Refinancing Term Loans shall execute and deliver to the Administrative Agent an amendment to this Agreement (a "Refinancing Amendment") and such other documentation as the Administrative Agent shall reasonably specify to evidence such Refinancing Term Loans. For purposes of this Agreement and the other Loan Documents, a Lender providing a Refinancing Term Loan will be deemed to have an Other Term Loan having the terms of such Refinancing Term Loan. Notwithstanding anything to the contrary set forth in this Agreement or any other Loan Document (including without limitation this Section 2.20), (i) no Refinancing Term Loan is required to be in any minimum amount or any minimum increment, (ii) there shall be no condition to any incurrence of any Refinancing Term Loan at any time or from time to time other than those set forth in clause (a) above and (iii) all Refinancing Term Loans and all obligations in respect thereof shall be Obligations under this Agreement and the other Loan Documents that rank equally and ratably in right of security with the other Secured Obligations. In connection with any Refinancing Amendment, the Administrative Agent shall have received customary legal opinions or other certificates reasonably requested by it in connection with any such transaction.

Notwithstanding anything to the contrary, this Section 2.20 shall supersede any provisions in Section 2.15 or Section 9.02 to the contrary.

Section 2.21 Illegality. Notwithstanding any other provision herein, if any Change in Law occurring after the Effective Date shall make it unlawful for any Lender to make or maintain any Eurodollar Loans as contemplated by this Agreement ("Affected Loans"), (a) such Lender shall promptly

give written notice of such circumstances to the Borrower and the Administrative Agent (which notice shall be withdrawn whenever such circumstances no longer exist), (b) the commitment of such Lender hereunder to make Affected Loans, continue Affected Loans as such and convert an ABR Loan to an Affected Loan shall forthwith be cancelled and, until such time as it shall no longer be unlawful for such Lender to make or maintain such Affected Loans, such Lender shall then have a commitment only to make an ABR Loan when an Affected Loan is requested and (c) such Lender's Eurodollar Loans then outstanding as Affected Loans, if any, shall be converted automatically to ABR Loans on the respective last days of the then current Interest Periods with respect to such Affected Loans or within such earlier period as required by law. If any such conversion of an Affected Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrower shall pay to such Lender such amounts, if any, as may be required pursuant to Section 2.13.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lenders that:

Section 3.01 Organization. Each of the Borrower and its Restricted Subsidiaries (i) is duly organized, validly existing and in good standing (to the extent such concept exists in the relevant jurisdiction) under the laws of the jurisdiction of its organization or incorporation, and (ii) has the requisite power and authority to conduct its business as it is presently being conducted, except in the case of clause (i) (other than with respect to any Loan Party), where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. The Borrower and its Restricted Subsidiaries are qualified and licensed in all jurisdictions where they are required to be so qualified or licensed to operate their business and where the failure to so qualify or be licensed, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Section 3.02 Authorization; Enforceability. The execution, delivery and performance by each Loan Party of each Loan Document to which such Loan Party is a party are within such Loan Party's corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational and, if required, stockholder action. This Agreement has been duly executed and delivered by the Borrower and constitutes, and each other Loan Document to which any Loan Party is a party, when executed and delivered by such Loan Party, constitutes, a legal, valid and binding obligation of the Borrower or such Loan Party (as the case may be), enforceable against the Borrower or such other Loan Party, as the case may be, in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar 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 execution, delivery and performance of the Loan Documents by each Loan Party party thereto (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are (or will so be) in full force and effect, (ii) filings necessary to perfect Liens created under the Loan Documents and (iii)

those the failure to obtain or make which, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, (b) will not violate (i) any applicable law or regulation or (ii) any applicable Order of any Governmental Authority, except to the extent such violation would not reasonably be expected to result in a Material Adverse Effect, (c) will not violate the charter, by-laws or other organizational documents of any Loan Party, (d) will not violate or result in a default under any indenture, agreement or other instrument

evidencing Indebtedness binding upon the Borrower or any of its Restricted Subsidiaries or their respective assets, or give rise to a right thereunder to require any payment to be made by the Borrower or any of its Restricted Subsidiaries (other than pursuant to a Loan Document) except to the extent such violation, default or right, as the case may be, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect and (e) will not result in the creation or imposition of any Lien on any asset of the Borrower or any of its Restricted Subsidiaries, except Liens created under the Loan Documents.

Section 3.04 Financial Statements; No Material Adverse Change.

(a) The Borrower has heretofore furnished to the Lenders (i) its consolidated balance sheet and statements of operations, changes in equity and cash flows as of and for the fiscal year ended September 30, 2016, reported on by PricewaterhouseCoopers LLP, independent certified public accountants, and (ii) its consolidated balance sheet and statements of operations and cash flows as of and for the Fiscal Quarter and the portion of the fiscal year ended June 30, 2017. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Borrower 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) The Borrower has heretofore furnished to the Lenders a pro forma consolidated balance sheet and related pro forma consolidated statement of operations of the Borrower and its consolidated Subsidiaries as of and for the period of 12 consecutive months ended as of the most recently ended Fiscal Quarter for which financial statements are available, prepared giving effect to the Transactions as if the Transactions had occurred on such date, in the case of such balance sheet, or at the beginning of such period, in the case of such statements of operations. Such pro forma consolidated balance sheet and pro forma statements of operations present fairly, in all material respects, the pro forma financial position and results of operations of the Borrower and its consolidated Subsidiaries as of and for the period of 12 consecutive months ended as of the most recently ended Fiscal Quarter for which financial statements are available, as if the Transactions had occurred on such date or at the beginning of such period, as the case may be.

(c) Since the Effective Date, there has been no event, circumstance or condition that has had or would reasonably be expected to have a material adverse change in the business, assets, property or financial condition of the Borrower and its Restricted Subsidiaries taken as a whole.

Section 3.05 Properties. Each of the Borrower and its Restricted Subsidiaries has good title to, or valid leasehold interests in, or easements or other limited property interests in, all its real and tangible personal property material to its business, except (i) for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes or (ii) as individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.06 Litigation and Environmental Matters.

(a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened in writing against the Borrower or any of its Restricted Subsidiaries that would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(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 Borrower nor any of its Restricted 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) has become subject to any Environmental Liability, (iii) has received written notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

Section 3.07 Compliance with Laws. Each of the Borrower and its Restricted Subsidiaries is in compliance with all Requirements of Law 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.

Section 3.08 Intellectual Property. The Borrower and each of its Restricted Subsidiaries owns, or is licensed to use all Intellectual Property reasonably necessary for the conduct of its business as currently conducted, except for those the failure to own or be licensed to use which would not reasonably be expected to result in a Material Adverse Effect. (a) The operation of the Borrower's and its Restricted Subsidiaries' respective businesses, including the use of Intellectual Property, by the Borrower and its Restricted Subsidiaries, does not infringe on or violate the rights of any Person, (b) no Intellectual Property of the Borrower or any of its Restricted Subsidiaries is being infringed upon or violated by any Person in any material respect, and (c) no claim is pending or threatened in writing challenging the ownership, use or the validity of any Intellectual Property of the Borrower or any Restricted Subsidiary, except for infringements, violations and claims referred to in the foregoing clauses (a), (b) and (c) that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.09 Investment Company Status. Neither the Borrower nor any of its Restricted Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended.

Section 3.10 Taxes. Each of the Borrower and its Restricted 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 (including in its capacity as a withholding agent), except (a) any Taxes that are being contested in good faith by appropriate proceedings and for which the Borrower or such Restricted Subsidiary, as applicable, has set aside on its books adequate reserves (to the extent required by GAAP) or (b) to the extent that the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.11 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. Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, each Plan is in compliance with the applicable provisions of

ERISA. The present value of all accumulated benefit obligations under each Plan and under all Plans in the aggregate (based on the assumption used for purposes of Accounting Standards Codification Topic 715) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair value of the assets of such Plan by an amount that, if required to be paid as of such date by the Borrower and the Subsidiaries would reasonably be expected to have a Material Adverse Effect.

Section 3.12 Labor Matters. On the Effective Date, there are no strikes, lockouts or slowdowns against the Borrower or any of its Restricted Subsidiaries pending or, to the knowledge of the Borrower, threatened in writing that would reasonably be expected to have a Material Adverse Effect.

The hours worked by and payments made to employees of the Borrower and its Restricted Subsidiaries have not been in violation of the Fair Labor Standards Act or any other Requirements of Law dealing with such matters in any manner that would reasonably be expected to have a Material Adverse Effect. All payments due from the Borrower or any Restricted Subsidiary, or for which any claim may be made against any of them, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of the Borrower and its Restricted Subsidiaries except to the extent non-payment or failure to accrue would not reasonably be expected to have a Material Adverse Effect. The consummation of the transactions contemplated by this Agreement will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which the Borrower or any of its Restricted Subsidiaries is bound that would reasonably be expected to have a Material Adverse Effect.

Section 3.13 Insurance. The properties of the Borrower and each of its Restricted Subsidiaries are insured with insurance companies that the Borrower believes (in the good faith judgment of the management of the Borrower) are financially sound and reputable (after giving effect to any self-insurance which the Borrower believes (in the good faith judgment of management of the Borrower) is reasonable and prudent in light of the size and nature of its business), in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Borrower or the applicable Restricted Subsidiary operates.

Section 3.14 Solvency. Immediately following the making of each Loan made on the Effective Date and after giving effect to the application of the proceeds of such Loans, (a) the fair value of the assets of the Borrower (on a consolidated basis with its Subsidiaries) will exceed its debts and liabilities, subordinate, contingent or otherwise; (b) the present fair saleable value of the property of the Borrower (on a consolidated basis with its Subsidiaries) will be greater than the amount that will be required to pay the probable liability of its debts and other liabilities, as such debts and other liabilities become absolute and matured; (c) the Borrower (on a consolidated basis with its Subsidiaries) will be able to pay its debts and liabilities, subordinate, contingent or otherwise as they become absolute and matured; and (d) the Borrower (on a consolidated basis with its Subsidiaries) will not have unreasonably small capital with which to conduct its business as such business is now conducted and is proposed to be conducted following the Effective Date.

Section 3.15 Subsidiaries. Schedule 3.15 hereto sets forth, as of the Effective Date, (a) the name, type of organization and jurisdiction of organization of each direct Subsidiary of each Loan Party, (b) the percentage of each class of Equity Interests owned by each Loan Party in each of its direct Subsidiaries and (c) each joint venture in which any Loan Party owns any Equity Interests, and identifies each such direct Subsidiary of a Loan Party that is a Domestic Subsidiary, a Guarantor and a Foreign Subsidiary, in each case as of the Effective Date.

Section 3.16 Disclosure. None of the reports, financial statements, certificates or other written information (other than projections, financial estimates, forecasts and other forward-looking information, and other information of a general economic or industry specific

nature) furnished by or on behalf of the Borrower or any of its Subsidiaries to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or any Loan Document or delivered hereunder, when furnished and taken as a whole (as modified or supplemented by other information so furnished) and when taken together with all filings made by the Borrower or its Subsidiaries with the SEC, contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, taken as a whole in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to projected financial information furnished by or on behalf of the Borrower or any of its

Subsidiaries to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or any Loan Document or delivered hereunder, the Borrower represents only that such information was prepared in good faith based upon assumptions believed by it to be reasonable at the time (it being understood that such projections are as to future events and are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond the Borrower's control, and that no assurance can be given that the projections will be realized and actual results during the period or periods covered by any such projections may differ significantly from the projected results and such differences may be material).

Section 3.17 Federal Reserve Regulations. No part of the proceeds of any Loan will be used by the Borrower or any Restricted Subsidiary in any manner that would result in a violation of Regulation U or Regulation X. Neither the Borrower nor any Restricted Subsidiary is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of buying or carrying Margin Stock.

Section 3.18 Use of Proceeds. The proceeds of the Loans on the Effective Date shall be used as described in the first sentence of Section 5.10.

Section 3.19 Anti-Corruption Laws; Anti-Money Laundering Laws; Sanctions. The Borrower has implemented and maintains in effect policies and procedures designed to provide reasonable assurance of compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws, Anti-Money Laundering Laws and applicable Sanctions, and the Borrower, its Subsidiaries and their respective directors, officers and employees, and, to the knowledge of the Borrower, its and its Subsidiaries' respective agents, are in compliance with Anti-Corruption Laws, Anti-Money Laundering Laws and applicable Sanctions. None of (a) the Borrower, any Subsidiary or, any of their respective directors, officers or, to the knowledge of Borrower, employees, or (b) to the knowledge of the Borrower, any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the Facilities established hereby, is a Sanctioned Person. No Borrowing or proceeds of any Loan will be used in a manner that violates any Anti-Corruption Law, Anti-Money Laundering Laws or applicable Sanctions.

Section 3.20 Security Documents.

(a) Each Security Document is effective to create in favor of the Collateral Agent (for the benefit of the Secured Parties) a legal, valid and enforceable Lien on and security interest in the Collateral described therein to the extent described therein. As of the Effective Date, in the case of the Pledged Collateral described in the Guaranty and Security Agreement, when certificates or promissory notes, as applicable, representing such Pledged Collateral and required to be delivered under the applicable Security Document are delivered to the Collateral Agent, and in the case of the other Collateral described in the Guaranty and Security Agreement when financing statements are filed in the applicable filing offices, the Collateral Agent (for the benefit of the Secured Parties) shall have a fully perfected Lien (subject to all Permitted Encumbrances or as otherwise permitted by Section 6.02) on, and security interest

in, all right, title and interest of the Loan Parties in such Collateral to the extent a security interest in such Collateral can be created under the UCC, as security for the Secured Obligations to the extent perfection in such collateral can be obtained by filing Uniform Commercial Code financing statements or possession, in each case prior and superior in right to the Lien of any other Person (except Permitted Encumbrances or as otherwise permitted by Section 6.02).

(b) When the Guaranty and Security Agreement or a short form thereof is filed and recorded in the United States Patent and Trademark Office and/or the United States Copyright Office, as

applicable, and, with respect to Collateral in which a security interest cannot be perfected by such filings, upon the proper filing of the financing statements referred to in clause (a) above, the Collateral Agent (for the benefit of the Secured Parties) shall have a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties thereunder in the United States registered trademarks and United States issued patents, United States trademark and patent applications and United States registered copyrights and exclusive licenses of United States registered copyrights, in each case prior and superior in right to the Lien of any other Person, except for Permitted Encumbrances or as otherwise permitted by Section 6.02 (it being understood that subsequent recordings in the United States Patent and Trademark Office and the United States Copyright Office may be necessary to perfect a Lien on registered trademarks and issued patents, trademark and patent applications and registered copyrights and exclusive licenses of registered copyrights acquired by the Loan Parties after the Effective Date or any U.S. intent-to-use trademark applications that are no longer after the Effective Date, deemed Excluded Property).

Section 3.21 Non-Loan Party Subsidiaries. As of the Effective Date, Cool Lab, LLC is an Immaterial Subsidiary.

ARTICLE IV

CONDITIONS

Section 4.01 Effective Date. The obligations of the Lenders to make Loans under this Agreement on the Effective Date 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 from the Borrower either (i) a counterpart of this Agreement signed on behalf of the Borrower, each other Loan Party and each Lender, (ii) a counterpart of the ABL Intercreditor Agreement signed on behalf of the Borrower and each other Loan Party or (iii) written evidence satisfactory to the Administrative Agent (which may include telecopy or email transmission of a signed signature page of this Agreement) that the Borrower, each other Loan Party and each Lender has signed a counterpart of this Agreement.

(b) The Administrative Agent shall have received a written opinion (addressed to the Administrative Agent, the Collateral Agent and the Lenders and dated the Effective Date) of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo P.C., counsel for the Loan Parties, in form and substance reasonably satisfactory to the Administrative Agent. The Borrower hereby requests such counsel to deliver such opinion.

(c) The Administrative Agent shall have received a copy of (i) each Organizational Document of each Loan Party certified, to the extent applicable, as of a recent date by the applicable Governmental Authority, (ii) signature and incumbency certificates of the Responsible Officers of each Loan Party executing the Loan Documents to which it is a party, (iii) resolutions of the Board of Directors and/or similar governing bodies of each Loan Party approving and authorizing the execution, delivery and performance of Loan Documents to which it is a party, certified as of the Effective Date by its secretary, an assistant secretary or a Responsible Officer as being in full force and effect without modification or amendment, and (iv) a good standing certificate (to the extent such concept exists) from the applicable

Governmental Authority of each Loan Party's jurisdiction of incorporation, organization or formation.

(d) The Administrative Agent shall have received all fees and other amounts due and payable by the Borrower in connection with this Agreement and the Engagement Letter on or prior to the Effective Date, to the extent invoiced at least three (3) Business Days prior to the Effective Date,

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reimbursement or payment of all reasonable and documented out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder.

(e) The Administrative Agent shall have received promissory notes for each of the Lenders who requested such notes at least three (3) Business Days prior to the Effective Date.

(f) The Collateral and Guarantee Requirement shall have been satisfied; provided the Borrower shall cause the Mortgage and deliverables described in Section 5.11(b) with respect to the Material Real Property described on Schedule 1.01D to be delivered and the Guarantee and Collateral Requirement satisfied with respect thereto within sixty (60) days after the Effective Date.

(g) The Administrative Agent shall have received a request for a Borrowing as required by Section 2.03.

(h) The Administrative Agent shall have received (i) a solvency certificate substantially in the form of Exhibit G and signed by a Financial Officer confirming the solvency of the Borrower and its Subsidiaries on a consolidated basis after giving effect to the Transactions to occur on the Effective Date and (ii) a certificate of a Responsible Officer certifying that each of the following conditions has been satisfied: (A) the representations and warranties of each Loan Party set forth in this Agreement and any other Loan Document shall be true and correct in all material respects (or in all respects to the extent that any representation and warranty is qualified by materiality or Material Adverse Effect) on and as of the date of such Loan, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date, and (B) at the time of and immediately after giving effect to such Loan, no Default shall have occurred and be continuing.

(i) The Administrative Agent shall have received, at least three (3) Business Days prior to the Effective Date, all documentation and other information required with respect to the Loan Parties by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the USA PATRIOT Act to the extent reasonably requested in writing by the Administrative Agent at least ten (10) days prior to the Effective Date.

(j) The Administrative Agent shall have received the financial statements referred to in Section 3.04(a) and (b).

(k) Substantially concurrently with the initial extension of credit on the Effective Date, the Borrower shall have delivered to the Administrative Agent a fully executed amendment to, or amendment and restatement of, the Existing Credit Agreement containing, among other things, modifications satisfactory to Administrative Agent permitting thereunder the incurrence of the Facilities and the granting of Liens and Guarantees pursuant to the Loan Documents (the "Amendment").

The Administrative Agent shall notify the Borrower and the Lenders of the Effective Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing, the obligations of the Lenders to make Loans hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 9.02).

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, the Borrower covenants and agrees with the Lenders that:

Section 5.01 Financial Statements and Other Information. The Borrower will furnish to the Administrative Agent, for distribution to each Lender:

(a) within 90 days after the end of each fiscal year of the Borrower, commencing with the fiscal year ending September 30, 2017, the audited consolidated balance sheet and related statements of operations, changes in equity and cash flows as of the end of and for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, of the Borrower and its consolidated Subsidiaries as of such year, all reported on by PricewaterhouseCoopers LLP or other independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit (other than any exception, qualification or explanatory paragraph with respect to or resulting from an upcoming maturity date under this Agreement occurring within one year from the time such opinion is delivered)) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b) within 45 days after the end of each of the first three Fiscal Quarters of each fiscal year of the Borrower (commencing with the Fiscal Quarter ended December 31, 2017), the consolidated balance sheet and related statements of operations 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, of the Borrower and the consolidated Subsidiaries, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Borrower 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 Borrower (i) certifying as to whether a Default has occurred and is continuing on such date and, if a Default has occurred and is continuing on such date, specifying the details thereof and any action taken or proposed to be taken with respect thereto, and (ii) if the Borrower has any Unrestricted Subsidiaries during the related fiscal period, setting forth in a reasonably detailed schedule, a comparison of the consolidated results under clause (a) or (b) above with the financial condition and results of operations of the Borrower and its consolidated Restricted Subsidiaries;

(d) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Borrower or any Restricted Subsidiary with the SEC, or any Governmental Authority succeeding to any or all of the functions of the SEC, or with any national securities exchange, as the case may be;

(e) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of the Borrower or any Subsidiary, or compliance with the terms

of this Agreement, as the Administrative Agent or any Lender through the Administrative Agent may reasonably request in writing;

(f) within 90 days following the end of each fiscal year, commencing with the fiscal year ending September 30, 2018, a forecasted budget in reasonable detail of the Borrower and the Restricted Subsidiaries for such fiscal year; and

(g) promptly following any request thereof, all information and/or documentation relating to the Borrower and its Subsidiaries necessary to comply with the USA PATRIOT Act or for the Administrative Agent or any Lenders to confirm compliance with the USA PATRIOT Act in connection with this Agreement.

Documents required to be delivered pursuant to this Section 5.01 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at www.brooks.com (or any other address notified by the Borrower to the Administrative Agent from time to time), (ii) solely with respect to the obligations in paragraphs (a), (b) and (d) of this Section 5.01, on which the Borrower files or furnishes its Annual Report on Form 10-K or Quarterly Report on Form 10-Q, as applicable, with the SEC via the EDGAR filing system or any successor electronic delivery procedures, in each case, within the time periods specified in such paragraphs or (iii) on which such documents are delivered to the Administrative Agent. The Administrative Agent shall post such documents on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that the Borrower shall be obligated to pay for all start-up and on-going maintenance costs associated with such Internet or intranet website pursuant to Section 9.03. The Administrative Agent shall have no obligation to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

Section 5.02 Notices of Material Events. Promptly after any Responsible Officer of the Borrower obtains actual knowledge thereof, the Borrower will furnish to the Administrative Agent, for distribution to each Lender, written notice of the following:

(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 Borrower or any of its Restricted Subsidiaries that would reasonably be expected to result in a Material Adverse Effect; and

(c) any other development that results in, or would reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section 5.02 shall be accompanied by a statement of a Financial Officer or other executive officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 5.03 Information Regarding Collateral. The Borrower will furnish to the Administrative Agent prompt written notice of any change (a) in any Loan Party's legal name, (b) in any Loan Party's type of organization, (c) in any Loan Party's jurisdiction of organization or (d) in any Loan Party's organizational identification number (if any). The Borrower agrees to promptly (and in any event

within ten (10) Business Days after request therefor or such longer period as the Administrative Agent shall agree) furnish the Collateral Agent all information requested by the Collateral Agent and required in order to make all filings under the UCC or other applicable U.S. laws and take (or to cause the applicable Loan Party to take) all necessary action to ensure that the Collateral Agent does continue following such change to have a valid, legal and perfected security interest in all the Collateral of such Loan Party, subject to the limitations and exceptions contained in the Loan Documents. The Borrower also agrees promptly to notify the Administrative Agent if any material portion of the Collateral is damaged or destroyed, to the extent not covered by insurance.

Section 5.04 Existence; Conduct of Business. The Borrower will, and will cause each of its Restricted Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct of its business, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.03 or any transaction permitted under Section 6.05.

Section 5.05 Payment of Taxes. The Borrower will, and will cause each of its Restricted Subsidiaries to, pay its 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 diligently conducted and (b) the Borrower or such Restricted Subsidiary has set aside on its books adequate reserves with respect thereto to the extent required by GAAP.

Section 5.06 Maintenance of Properties. Except as permitted under Section 6.03 and Section 6.05 the Borrower will, and will cause each of its Restricted Subsidiaries to, (a) keep and maintain all tangible property material to the conduct of its business in good working order and condition, ordinary wear and tear and casualty and condemnation excepted and (b) with respect to Intellectual Property rights owned by the Borrower and its Restricted Subsidiaries, maintain, renew, protect and defend such Intellectual Property, except, in the case of each of the foregoing clauses (a) and (b) where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 5.07 Insurance.

(a) The Borrower will, and will cause each of its Restricted Subsidiaries to, (a) maintain, insurance with insurance companies that the Borrower believes (in the good faith judgment of the management of the Borrower) are financially sound and reputable (after giving effect to any self-insurance which the Borrower believes (in the good faith judgment of management of the Borrower) is reasonable and prudent in light of the size and nature of its business), in such amounts, with such deductibles and covering such risks as are customarily

carried by companies engaged in similar businesses and owning similar properties in localities where the Borrower or the applicable Restricted Subsidiary operates, and (b) on the Effective Date, except as otherwise agreed by the Administrative Agent, cause the Collateral Agent to be listed as loss payee on property and casualty policies with respect to tangible personal property and assets constituting Collateral located in the United States of America and as an additional insured on all general liability policies maintained by any Loan Party.

(b) In connection with the covenants set forth in this Section 5.07, it is understood and agreed that: (i) the Administrative Agent, the Collateral Agent, the Lenders and their respective agents or employees shall not be liable for any loss or damage insured by the insurance policies required to be

maintained under this Section 5.07, it being understood that the Loan Parties shall look solely to their insurance companies or any other parties other than the aforesaid parties for the recovery of such loss or damage; and (ii) the amount and type of insurance that the Borrower and its Restricted Subsidiaries has in effect as of the Effective Date and the certificates listing the Collateral Agent as loss payee or additional insured, as the case may be, satisfy for all purposes the requirements of this Section 5.07.

(c) If any portion of any Mortgaged Property is at any time located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a special flood hazard area with respect to which flood insurance has been made available under the National Flood Insurance Act of 1968 (as now or hereafter in effect or successor act thereto), then the Borrower shall, or shall cause the applicable Loan Party to, (i) maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and (ii) deliver to the Administrative Agent evidence of such compliance, including, if requested by the Administrative Agent, evidence of annual renewals of such insurance.

Section 5.08 Books and Records; Inspection and Audit Rights. The Borrower will, and will cause each of its Restricted Subsidiaries to, keep proper books of record and account in a manner to allow financial statements of the Borrower and its Restricted Subsidiaries to be prepared in all material respects in conformity with GAAP in respect of all material dealings and transactions in relation to its business and activities. The Borrower will, and will cause each of its Restricted Subsidiaries to, permit any representatives designated by the Administrative Agent (acting on its own behalf or on behalf of the Lenders), 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 independent accountants (provided an authorized representative of the Borrower and its Restricted Subsidiaries shall be allowed to be present), all at such reasonable times during normal business hours and as often as reasonably requested; provided that, only the Administrative Agent on behalf of the Lenders may exercise rights of the Administrative Agent and the Lenders under this Section 5.08 and the Administrative Agent shall not exercise such rights more often than one time during any calendar year and such time shall be at the reasonable expense of the Borrower; provided, further, that when an Event of Default exists, the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice. The Administrative Agent and the Lenders shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent accountants. Notwithstanding anything to the contrary in this Section 5.08, none of the Borrower nor any Restricted Subsidiary shall be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by law or any binding agreement between the Borrower or any of the Restricted Subsidiaries and a Person that is not the Borrower or any of the Restricted Subsidiaries or any other binding agreement not entered into in contemplation of preventing such disclosure, inspection or examination or (iii) is subject to attorney-client or similar privilege or constitutes attorney work-product; provided that the Borrower shall use commercially reasonable efforts to secure the requisite consent to disclose such documents or information and will notify the Administrative Agent that such information is being withheld in reliance on this sentence.

Section 5.09 Compliance with Laws. The Borrower will, and will cause each of its Restricted Subsidiaries to, comply with all Requirements of Laws (including Environmental Laws) and Orders

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. The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws, Anti-Money Laundering Laws and applicable Sanctions.

Section 5.10 Use of Proceeds. The proceeds of the Initial Term B Loans will be used (i) to pay fees and expenses incurred in connection with the Transactions and (ii) for working capital and general corporate purposes and for any other purpose not prohibited by the Loan Documents, including the potential acquisition (and related fees and expenses) identified by the Borrower to the Administrative Agent and the Lead Arrangers as of the Effective Date. The proceeds of the 2018 Incremental Term B Loans will be used for the purposes specified in the 2018 Incremental Amendment. 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 Regulation T, Regulation U and Regulation X.

Section 5.11 Further Assurances.

(a) The Borrower will cause any Person that becomes a Domestic Subsidiary after the Effective Date (other than any Excluded Subsidiary) and any Subsidiary that ceases to be an Excluded Subsidiary after the Effective Date (i) to execute and deliver to the Administrative Agent, within thirty (30) days after such Person first becomes a Domestic Subsidiary or such Subsidiary ceases to be an Excluded Subsidiary, as applicable (or such later date as may be agreed to by the Collateral Agent in its sole discretion), a supplement to the Guaranty and Security Agreement, in the form prescribed therein, guaranteeing the Secured Obligations and cause the Collateral and Guarantee Requirement to be satisfied with respect to such Subsidiary and with respect to any Equity Interest in or Indebtedness of such Subsidiary owned by or on behalf of any Loan Party and (ii) concurrently with the delivery of such supplement and Security Documents, will deliver to the Administrative Agent and the Collateral Agent evidence of action of such Person's Board of Directors or other governing body authorizing the execution, delivery and performance thereof. The Loan Parties will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, intellectual property security agreements and other documents), that the Collateral Agent may reasonably request (including, without limitation, those required by applicable law), to create, perfect and maintain the Liens and security interests for the benefit of the Secured Parties contemplated by the Loan Documents and to satisfy the Collateral and Guarantee Requirement and to cause the Collateral and Guarantee Requirement to be and remain satisfied, all at the expense of the Loan Parties and provide to the Collateral Agent, from time to time upon reasonable request, evidence reasonably satisfactory to the Collateral Agent as to the perfection and priority of the Liens created or intended to be created by the Security Documents, in each case subject to the exceptions and limitations contained in the Loan Documents.

(b) After the Effective Date, in the event any Loan Party acquires any Material Real Property, or an entity that becomes a Loan Party after the Effective Date owns Material Real Property at the time it becomes a Loan Party, Borrower shall promptly provide notice to the Administrative Agent describing such Material Real Property and within 60 days (or such longer period as the Administrative Agent may agree) of such acquisition or the date such

entity becomes a Loan Party, as applicable, and with respect to the Material Real Property described on Schedule 1.01D, within the time period set forth in Section 4.01(f), the applicable Loan Party shall execute and/or deliver, or cause to be executed and/or delivered, to the Administrative Agent, a Mortgage, together with

(i) evidence that counterparts of such Mortgage has been duly executed, acknowledged and delivered and are in form suitable for filing or recording in all filing or recording offices that the Collateral Agent may deem reasonably necessary in order to create, except to the extent otherwise provided hereunder, including subject to Liens permitted by Section 6.02, a valid and subsisting perfected Lien on such Material Real Property in favor of the Collateral Agent for the benefit of the Secured Parties and that all filing and recording taxes and fees have been paid or otherwise provided for in a manner reasonably satisfactory to the Collateral Agent;

(ii) a fully paid American Land Title Association Lender's Extended Coverage title insurance policy or the equivalent or other form available in the applicable jurisdiction (a "Mortgage Policy") in form and substance, with endorsements available in the applicable jurisdiction (it being agreed that zoning reports from a nationally recognized zoning company shall be acceptable in lieu of zoning endorsements to title policies in any jurisdiction where there is a material difference in the cost of zoning reports and zoning endorsements) and in amounts, reasonably acceptable to the Collateral Agent (not to exceed the fair market value of the real properties covered thereby), issued, coinsured and reinsured by title insurers reasonably acceptable to the Collateral Agent, insuring such Mortgage to be valid subsisting Lien on the property described therein, subject only to Liens permitted by Section 6.02 or such other Liens reasonably satisfactory to the Collateral Agent that do not have a material adverse impact on the use or value of the Mortgaged Properties;

(iii) a customary opinion of counsel for the applicable Loan Party in states in which such Material Real Property is located, with respect to the enforceability and perfection of such Mortgage and any related fixture filings and the due authorization, execution and delivery of the Mortgage, in form and substance reasonably satisfactory to the Collateral Agent;

(iv) an American Land Title/American Congress on Surveying and Mapping surveys (or, if reasonably acceptable to the Collateral Agent, zip or express maps) for such Material Real Property or existing surveys together with no change affidavits, in each case certified to the Collateral Agent if deemed necessary by the Collateral Agent in its reasonable discretion, sufficient for the title insurance company issuing a Mortgage Policy to remove the standard survey exception and issue standard survey-related endorsements and otherwise reasonably satisfactory to the Collateral Agent;

(v) a completed "Life-of-Loan" Federal Emergency Management Agency standard flood hazard determination with respect to such Mortgaged Property and evidence of flood insurance (if applicable); and

(vi) as promptly as practicable after the reasonable request therefor by the Collateral Agent, environmental assessment reports and reliance letters (if any) that have been prepared in connection with such acquisition, designation or formation of any Material Domestic Subsidiary or acquisition of any Material Real Property; provided that there shall be no obligation to deliver to the Collateral Agent any environmental assessment report whose disclosure to the Collateral Agent would require the consent of a Person other than the Borrower or one of its Subsidiaries, where, despite the commercially reasonable efforts of the Borrower to obtain such consent, such consent cannot be obtained.

Section 5.12 Maintenance of Ratings. The Borrower shall use commercially reasonable efforts to (a) cause the Initial Term B Loans and the 2018 Incremental Term B Loans to be continuously rated (but not any specific rating) by S&P and Moody's and (b) maintain a public corporate rating (but

not any specific rating) from S&P and a public corporate family rating (but not any specific rating) from Moody's.

Section 5.13 Annual Lender Calls. Following delivery (or, if later, required delivery) of financial statements pursuant to Section 5.01(a), at the written request of the Administrative Agent, the Borrower shall host a conference call with the Lenders to review the financial information presented therein at a time and date selected by the Borrower and reasonably acceptable to the Administrative Agent; provided that the Administrative Agent may not request, and the Borrower is not required to host, more than one such conference call per Fiscal Year.

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 shall have been paid in full, the Borrower covenants and agrees with the Lenders that:

Section 6.01 Indebtedness. The Borrower will not, and will not permit any Restricted Subsidiary to, create, incur, assume or permit to exist any Indebtedness, except:

(a) Indebtedness under the Loan Documents;

(b) obligations in respect of performance, bid, customs, government, appeal and surety bonds, performance and completion guaranties and similar obligations provided by the Borrower or any of its Restricted Subsidiaries or obligations in respect of letters of credit, bank guarantees or similar instruments related thereto, in each case in the ordinary course of business;

(c) Indebtedness existing on the Effective Date and set forth in Schedule 6.01 hereto and Permitted Refinancing Indebtedness in respect thereof;

(d) Intercompany Indebtedness (to the extent permitted by Section 6.04);

(e) Guarantees by the Borrower or any Restricted Subsidiary in respect of Indebtedness of the Borrower or any Restricted Subsidiary otherwise permitted under this Section 6.01; provided that in no event shall any Restricted Subsidiary that is not a Loan Party guarantee Indebtedness of a Loan Party pursuant to this clause (e);

(f) Indebtedness of the Borrower or any Restricted Subsidiary incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capital Lease Obligations, and any Indebtedness assumed in connection with the acquisition

of any such assets or secured by a Lien on any such assets prior to the acquisition thereof, and Permitted Refinancing Indebtedness in respect thereof; provided that (i) such Indebtedness (other than Permitted Refinancing Indebtedness in respect thereof) is incurred prior to or within 270 days after such acquisition or the completion of such construction or improvement and (ii) the aggregate principal amount of Indebtedness outstanding in reliance on this clause (f) shall not exceed, at the time of incurrence thereof, the greater of $75,000,000 and 10% of Consolidated Total Assets for the most recently ended Test Period as of such time;

(g) (i) Indebtedness of any Person that becomes a Restricted Subsidiary after the Effective Date; provided that (x) such Indebtedness exists at the time such Person becomes a Subsidiary and is not created in contemplation of or in connection with such Person becoming a Subsidiary and (y) the aggregate principal amount of Indebtedness outstanding in reliance on this clause (g) shall not exceed, at the time of incurrence thereof, the greater of $100,000,000 and 10% of Consolidated Total Assets for the most recently ended Test Period as of such time and (ii) Permitted Refinancing Indebtedness in respect thereof;

(h) any Refinancing Notes and Incremental Equivalent Debt and any Permitted Refinancing Indebtedness in respect thereof;

(i) other Indebtedness of any Loan Party so long as (i) no portion of such Indebtedness has a scheduled maturity date prior to a date that is later than the Latest Maturity Date at the time of issuance thereof, (ii) the covenants and events of default, taken as a whole, are not materially more restrictive than the terms of this Agreement (as determined in good faith by the Borrower), (iii) such Indebtedness is not subject to any mandatory redemption, repurchase or sinking fund obligation (other than (x) customary offers to repurchase required upon the consummation of an asset sale, change of control, or other fundamental change) prior to the date that is later than the Latest Maturity Date and (iv) at the time of the incurrence thereof on a Pro Forma Basis for the incurrence of such Indebtedness and the use of proceeds therefrom (but without netting the cash proceeds thereof), the Total Leverage Ratio does not exceed 3.75 to 1 in each case, as of the last day of, and for, the most recently ended Test Period for which financial statements have been delivered pursuant to Section 5.01 or Section 4.01(j);

(j) Indebtedness incurred by Foreign Subsidiaries that are Restricted Subsidiaries; provided that the aggregate principal amount of Indebtedness outstanding in reliance on this clause (j) shall not exceed, at the time of incurrence thereof, the greater of $125,000,000 and 17.5% of Consolidated Total Assets for the most recently ended Test Period as of such time;

(k) Indebtedness of the Borrower or any of its Restricted Subsidiaries arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn by the Borrower or such Restricted Subsidiary against insufficient funds and other Indebtedness in respect of netting services, overdraft protections and similar arrangements, in each case, in the ordinary course of business;

(l) (i) Indebtedness of the Borrower or any of its Restricted Subsidiaries in the form of earn-outs, indemnification, incentive, non-compete, consulting or other similar arrangements and other contingent obligations in respect of any Permitted Acquisitions or any other Investments permitted by Section 6.04 (both before and after any liability associated therewith becomes fixed) and (ii) Indebtedness incurred by the Borrower or any of its Restricted Subsidiaries arising from agreements providing for indemnification related to sales of goods or adjustment of purchase price or similar obligations in any case incurred in connection with the Disposition of any business, assets or Subsidiary;

(m) Indebtedness incurred under the Existing Credit Agreement and Permitted Refinancing Indebtedness in respect thereof;

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

(o) obligations in respect of Swap Agreements entered into in the ordinary course of business and not for speculative purposes;

(p) other Indebtedness; provided that the aggregate principal amount of Indebtedness outstanding in reliance on this clause (p) shall not exceed, at the time of incurrence thereof, $200,000,000; and

(q) all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (a) through (p) above.

For purposes of determining compliance with this Section 6.01, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Indebtedness described in clauses (a) through (q) above, the Borrower shall, in its sole discretion, classify and reclassify or later divide, classify or reclassify such item of Indebtedness (or any portion thereof) and will only be required to include the amount and type of such Indebtedness in one or more of the above clauses.

Section 6.02 Liens. The Borrower will not, and will not permit any Restricted Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, except:

(a) Liens created under the Loan Documents and Liens securing Indebtedness permitted under Section 6.01(h);

(b) Permitted Encumbrances;

(c) any Lien on any property or asset of the Borrower or any Restricted Subsidiary existing on the Effective Date and set forth in Schedule 6.02 hereto; provided that (i) such Lien shall not apply to any other property or asset of the Borrower or any Restricted Subsidiary (other than improvements, accessions, proceeds, dividends or distributions in respect thereof and assets fixed or appurtenant thereto) and (ii) such Lien shall secure only those obligations which it secures on the Effective Date;

(d) any Lien existing on any property or asset prior to the acquisition thereof by the Borrower or any Restricted Subsidiary or existing on any property or asset of any Person that is merged or consolidated with or into the Borrower or any of its Restricted Subsidiaries or becomes a Subsidiary after the Effective Date prior to the time such Person is so merged or consolidated or becomes a Subsidiary; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets of the Borrower or any Restricted Subsidiary (other than improvements, accessions, proceeds, dividends or distributions in respect thereof and assets fixed or appurtenant thereto) and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Restricted Subsidiary, as the case may be;

(e) Liens on fixed or capital assets acquired, constructed or improved by the Borrower or any Restricted Subsidiary, including Liens deemed to exist in respect of assets subject to Capital Lease Obligations; provided that (i) such Liens secure Indebtedness permitted by Section 6.01(f), (ii) such Liens and the Indebtedness secured thereby are incurred prior to or within 270 days after such acquisition or the completion of such construction or improvement, (iii) the Indebtedness secured thereby does not exceed the cost of acquiring,

constructing or improving such fixed or capital assets and (iv) such Liens shall not apply to any other property or assets of the Borrower or any Restricted Subsidiary (other than improvements, accessions, proceeds, dividends or distributions in respect thereof and assets fixed or appurtenant thereto); provided that individual financings provided by a lender may be cross collateralized to other financings provided by such lender or its affiliates;

(f) Liens securing Intercompany Indebtedness permitted under Section 6.01(d) (other than Liens on Collateral securing Intercompany Indebtedness of the Borrower or a Guarantor owing to a non-Guarantor Restricted Subsidiary);

(g) any Lien with respect to the Permitted Refinancing Indebtedness referred to in clauses (c), (d) and (e) of this Section 6.02;

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

(i) (i) Liens on assets of Restricted Subsidiaries that are not Guarantors securing Indebtedness permitted under Section 6.01(j), and (ii) Liens on the Equity Interests of Unrestricted Subsidiaries;

(j) Liens in favor of a seller solely on any cash earnest money deposits made by the Borrower or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement with respect to any Permitted Acquisition or other Investment permitted hereunder;

(k) Liens that are contractual, statutory, or common law rights of set-off relating to (i) the establishment of depository relations or securities accounts in the ordinary course of business with banks or financial institutions not given in connection with the issuance of Indebtedness or (ii) pooled deposit or sweep accounts of the Borrower and any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower and its Restricted Subsidiaries;

(l) (i) Liens of a collection bank arising under Section 4-208 or Section 4-210 of the UCC on items in the course of collection and (ii) other Liens securing cash management obligations (that do not constitute Indebtedness) in the ordinary course of business; and

(m) Liens securing Indebtedness permitted under Section 6.01(n) and attaching only to the proceeds of the applicable insurance policy;

(n) leases, licenses, subleases or sublicenses granted to others that do not (A) interfere in any material respect with the business of the Borrower and the Restricted Subsidiaries, taken as a whole or (B) secure any Indebtedness;

(o) any interest or title of a lessor under leases (other than leases constituting Capital Lease Obligations) entered into by any of the Borrower or any of the Restricted Subsidiaries in the ordinary course of business;

(p) additional Liens incurred by the Borrower and its Restricted Subsidiaries so long as at the time of incurrence of the obligations secured thereby the aggregate outstanding principal amount of Indebtedness and other obligations secured thereby do not exceed $75,000,000 at any time;

(q) additional Liens securing Indebtedness if, at the time of and immediately after the creation, incurrence or assumption of each such Lien and the related Indebtedness, the Secured Leverage Ratio on a Pro Forma Basis does not exceed 3.00:1.00, as of the last day of, and for, the most recently ended Test Period for which financial statements have been delivered pursuant to Section 5.01 or Section 4.01(j); provided that (i) any such Indebtedness secured by a Lien on the Collateral shall be subject to the applicable Intercreditor Agreement, (ii) at the time of incurrence, such Indebtedness shall have a final

maturity date equal to or later than the Latest Maturity Date then in effect with respect to, and shall have a Weighted Average Life to Maturity equal to or longer than, the Weighted Average Life to Maturity of, the Class of outstanding Term Loans with the then Latest Maturity Date or Weighted Average Life to Maturity, as the case may be, (iii) such Indebtedness shall not be secured by any asset of the Borrower or its Subsidiaries other than the Collateral and (iv) any Indebtedness for borrowed money in the form of term loans secured by such Liens on the Collateral on a pari passu basis with the Term Loan Facility shall be subject to the requirements of Section 2.17(b)(ix) as if such term loans were Incremental Term Loans; and

(r) Liens securing Indebtedness incurred pursuant to Section 6.01(m) and subject to the ABL Intercreditor Agreement and/or other applicable Intercreditor Agreements.

For purposes of determining compliance with this Section 6.02, if any Lien (or a portion thereof) would be permitted pursuant to one or more provisions described above and/or one or more of the exceptions contained in the definition of "Permitted Encumbrances," the Borrower may divide and classify such Lien (or a portion thereof) in any manner that complies with this covenant and may later divide and reclassify any such Lien so long as the Lien (as so divided and/or reclassified) would be permitted to be made in reliance on the applicable exception as of the date of such reclassification.

Section 6.03 Fundamental Changes.

(a) The Borrower will not, and will not permit any Restricted Subsidiary to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or Dispose of (in one transaction or in a series of transactions) all or substantially all of its assets, or all or substantially all of the Equity Interests of any of its Restricted Subsidiaries (in each case, whether now owned or hereafter acquired), or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto, no Event of Default shall have occurred and be continuing:

(i) any Person may merge into the Borrower in a transaction in which the Borrower is the surviving Person;

(ii) any Person may merge or consolidate with or into any Restricted Subsidiary in a transaction; provided that (A) if any party to such merger or consolidation is a Loan Party the surviving Person must also be a Loan Party and must succeed to all the obligations of such Loan Party under the Loan Documents or simultaneously with such merger, the continuing or surviving Person shall become a Loan Party and (B) if any party to such merger or consolidation is a Restricted Subsidiary the surviving Person shall also be a Restricted Subsidiary unless designated as an Unrestricted Subsidiary pursuant to the definition of such term;

(iii) any Restricted Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders;

(iv) any Restricted Subsidiary may merge, consolidate or amalgamate with any other Person in order to effect an Investment permitted pursuant to Section 6.04; provided that the continuing or surviving Person shall be a Restricted Subsidiary, which shall comply with the applicable requirements of Section 5.11, to

the extent required thereby; provided further that if such Restricted Subsidiary was a Loan Party the continuing or surviving Person shall be a Loan Party;

(v) none of the foregoing shall prohibit any Disposition permitted by Section 6.05; and

(vi) any Restricted Subsidiary may effect a merger, dissolution, liquidation, consolidation or amalgamation to effect a Disposition permitted pursuant to Section 6.05.

(b) The Borrower and the Restricted Subsidiaries, taken as a whole, will not fundamentally and substantively alter the character of their business, taken as a whole, from the business conducted by them on the Effective Date and other business activities which are extensions thereof or otherwise incidental, complementary, reasonably related or ancillary to any of the foregoing.

Section 6.04 Investments, Loans, Advances, Guarantees and Acquisitions. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, purchase or acquire any Equity Interests in or evidences of Indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of or make any loans or advances to, Guarantee any Indebtedness of any other Person or purchase or otherwise acquire (in one transaction or a series of transactions) any assets of any other Person (other than inventory acquired in the ordinary course of business) constituting a business unit division, product line or line of business or all or substantially all of the property and assets or business of another Person (all of the foregoing being collectively called "Investments" and, each individually an "Investment"), except:

(a) Permitted Investments and Permitted Foreign Investments;

(b) Investments existing on, or contractually committed on, the Effective Date and set forth on Schedule 6.04 hereto;

(c) Investments existing on the Effective Date in Restricted Subsidiaries;

(d) Investments in Persons that, immediately prior to such Investments, are Loan Parties;

(e) Investments by (i) any Restricted Subsidiary that is not a Loan Party in any other Restricted Subsidiary and (ii) by the Borrower or any Restricted Subsidiary that is a Loan Party in any Restricted Subsidiary that is not a Loan Party not to exceed the greater of $175,000,000 and 25% of Consolidated Total Assets for the most recently ended Test Period after giving effect to the making of such Investment on a Pro Forma Basis;

(f) Investments held by any Person acquired in any Permitted Acquisition at the time of such Permitted Acquisition (and not acquired in contemplation of the Permitted Acquisition);

(g) Investments constituting an acquisition of the Equity Interests in a Person that becomes a Restricted Subsidiary or all or substantially all of the assets (or all or substantially all of the assets constituting a business unit, division, product line or line of business) of any Person; provided that (i) no Event of Default shall have occurred and be continuing or would occur as a result thereof, (ii) the Borrower and its Restricted Subsidiaries shall, upon giving effect to such acquisition, be in compliance with Section 5.11 and Section 6.03(b) and (iii) the aggregate amount of all acquisition consideration paid by Loan Parties in connection with Investments and acquisitions made in reliance on this clause (g) attributable to the acquisition of acquired entities that do not become Guarantors shall not exceed at the time any such Investment is made the greater of $175,0000,000 and 20% of Consolidated Total Assets for the most recently ended Test Period after giving effect to the making of such Investment on a Pro Forma Basis (each, a "Permitted Acquisition").

(h) Guarantees constituting Indebtedness permitted by Section 6.01; provided that a Loan Party shall not Guarantee any Indebtedness of a Restricted Subsidiary that is not a Loan Party pursuant to this paragraph (h);

(i) Investments (a) received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business and (b) of noncash consideration received by the Borrower or any Restricted Subsidiary in connection with a Disposition of assets otherwise permitted by Section 6.05;

(j) accounts receivable and extensions of trade credit arising in the ordinary course of business;

(k) Investments held by any Restricted Subsidiary at the time it becomes a Subsidiary in a transaction permitted by this Section 6.04;

(l) advances to officers, directors and employees of the Borrower and any Restricted Subsidiary for travel arising in the ordinary course of business;

(m) loans to officers, directors, consultants and employees of the Borrower or any Restricted Subsidiary, not to exceed $5,000,000 in the aggregate at any one time outstanding;

(n) promissory notes and other noncash consideration received by the Borrower and its Restricted Subsidiaries in connection with any Disposition permitted hereunder;

(o) advances in the form of prepayments of expenses, so long as such expenses were incurred in the ordinary course of business and are paid in accordance with customary trade terms of the Borrower or any of its Restricted Subsidiaries;

(p) Guarantees by the Borrower or any of its Restricted Subsidiaries of obligations of any Restricted Subsidiary or the Borrower incurred in the ordinary course of business and not constituting Indebtedness;

(q) Investments consisting of Indebtedness, Liens, fundamental changes, Dispositions and Restricted Payments permitted (other than by reference to this Section 6.04(q)) under Sections 6.01, 6.02, 6.03, 6.05 and 6.08, respectively;

(r) other Investments so long as on the date such Investment is made, (i) no Event of Default shall have occurred and be continuing and (ii) the Total Leverage Ratio as of the last day of the most recent Test Period for which financial statements have been delivered pursuant to Section 5.01 or Section 4.01(j) at the time such Investment is made on a Pro Forma Basis is no greater than 3.00 to 1.00;

(s) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers consistent with past practices;

(t) Investments to the extent that payment for such Investments is made with Qualified Equity Interests of the Borrower or with Net Proceeds of any issuance of Qualified Equity Interests of the Borrower;

(u) (i) intercompany advances arising from their cash management, tax and accounting operations and (ii) intercompany loans, advances, or Indebtedness having a term not exceeding 364 days (inclusive of any rollover or extensions of terms) and made in the ordinary course of business;

(v) Investments represented by Swap Agreements permitted under Section 6.01(o);

(w) so long as no Event of Default has occurred and is continuing or would result therefrom, other Investments in an amount not to exceed the Available Amount;

(x) other Investments; provided that at the time any such Investment is made the aggregate amount of Investments made in reliance on this clause (x) shall not exceed $150,000,000; and

(y) Investments in Joint Ventures, in an aggregate amount not to exceed the greater of $150,000,000 and 20% of Consolidated Total Assets for the most recently ended Test Period as of such time after giving effect to the making of such Investment on a Pro Forma Basis.

For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, less any return of capital, without adjustment for subsequent increases or decreases in the value of such Investment. For the avoidance of doubt, the acquisition by the Borrower and its Restricted Subsidiaries of Intellectual Property in the ordinary course of their respective businesses shall not be considered an Investment. To the extent an Investment is permitted to be made by a Loan Party directly in any Restricted Subsidiary or any other Person who is not a Loan Party (each such Restricted Subsidiary or other Person, a "Target Person") under any provision of this Section 6.04, such Investment may be made by advance, contribution or distribution by a Loan Party to a Restricted Subsidiary (and further advanced, contributed or distributed to another Restricted Subsidiary) for purposes of making the relevant Investment in (or effecting an acquisition of) the Target Person without constituting an Investment for purposes of Section 6.04 (it being understood that such Investment must satisfy the requirements of, and shall count towards any thresholds in, a provision of this Section 6.04 as if made by the applicable Loan Party directly in the Target Person). For purposes of determining compliance with this Section 6.04, if any Investment (or a portion thereof) would be permitted pursuant to one or more provisions described above, the Borrower may divide and classify such Investment (or a portion thereof) in any manner that complies with this covenant.

Section 6.05 Asset Sales. The Borrower will not, and will not permit any of its Restricted Subsidiaries to make any Dispositions, except:

(a) (i) Dispositions of inventory, used, obsolete, worn-out or surplus tangible property, (ii) leases, subleases or sales of real property, (iii) leases, subleases, sales, assignments, licenses or sublicenses of personal property (including licenses of Intellectual Property), and (iv) lapse, abandonment or other Disposition of Intellectual Property, that is in the reasonable business judgment of the Borrower, no longer used or useful in the conduct of its business or otherwise uneconomical to prosecute or maintain, in each case with respect to all of the foregoing in the ordinary course of business;

(b) Dispositions of any assets; provided that any Disposition of assets pursuant to this clause (b) shall be for fair market value (as determined by the Borrower in good faith) and for at least 75% cash and/or Permitted Investments;

(c) Dispositions from (i) a Loan Party to another Loan Party or (ii) a Restricted Subsidiary that is not a Loan Party to the Borrower or a Restricted Subsidiary; provided that in the case of this clause (ii) the consideration paid shall be no more than fair market value (as determined by the Borrower in good faith);

(d) Dispositions from any Loan Party to a Restricted Subsidiary that is not a Loan Party; provided that (i) such Dispositions are in the ordinary course of business at prices and on terms and

conditions not less favorable to the Borrower or any Loan Party than could be obtained on an arm's length basis from unrelated third parties and (ii) the aggregate consideration received for all such Dispositions shall not exceed the greater of $175,000,000 and 25% of Consolidated Total Assets for the most recently ended Test Period after giving effect to the making of such Investment on a Pro Forma Basis;

(e) Dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) an amount equal to the Net Proceeds of such Disposition are promptly applied to the purchase price of such replacement property;

(f) Dispositions of accounts receivable in connection with the collection or compromise thereof (excluding factoring arrangements);

(g) Dispositions of property subject to casualty or condemnation events;

(h) Dispositions of Investments in Joint Ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the Joint Venture parties set forth in joint venture arrangements and similar binding arrangements;

(i) the unwinding of Swap Agreements permitted hereunder;

(j) Dispositions of other assets (other than transfers of less than 100% of the Equity Interests in any Subsidiary); provided that the aggregate book value of assets Disposed of pursuant to this Section 6.05(j) during any fiscal year of Borrower shall not exceed $20,000,000;

(k) [reserved];

(l) Dispositions permitted by Section 6.03, Investments permitted by Section 6.04 (other than Section 6.04(q)), Restricted Payments permitted by Section 6.08 and Liens permitted by Section 6.02, in each case, other than by reference to this Section 6.05(l);

(m) compromise, settlement, release or surrender of a contract, tort or other litigation claim, arbitration or other disputes;

(n) Dispositions of cash, Permitted Investments and Permitted Foreign Investments, in each case, in the ordinary course and for the fair market value thereof; and

(o) Other Dispositions, provided that the consideration for each such Disposition does not to exceed $5,000,000.

To the extent any Collateral is disposed of as expressly permitted by this Section 6.05 to any Person that is not a Loan Party, such Collateral shall be sold free and clear of the Liens created by the Loan Documents, and the Administrative Agent or the Collateral Agent, as applicable, shall, and shall be authorized to, take any actions deemed appropriate in order to effectuate the foregoing.

Section 6.06 Restricted Payments; Certain Payments in Respect of Indebtedness.

(a) The Borrower will not, and will not permit any Restricted Subsidiary to, declare or make, directly or indirectly, any Restricted Payment, except that (i) Restricted Subsidiaries may make Restricted Payments ratably with respect to their Equity Interests, (ii) the Borrower and its Restricted Subsidiaries may declare and pay dividends to holders of any class or series of Disqualified Stock of the Borrower or any Restricted Subsidiary issued or incurred in compliance with Section 6.01, (iii) if no Event of Default

has occurred and is continuing or would occur as a result thereof, the Borrower may make any Restricted Payment if, on the date such Restricted Payment is to be made, after giving effect to such Restricted Payment the Total Leverage Ratio as of the last day of the most recent Test Period for which financial statements have been delivered pursuant to Section 5.01 or Section 4.01(j) on a Pro Forma Basis would not be greater than 2.00 to 1.00, (iv) the Borrower may make dividend payments in respect of the dividend declared by the Board of Directors of the Borrower on August 1, 2017, (v) the Borrower may make Restricted Payments, not exceeding $10,000,000 in the aggregate for any fiscal year, pursuant to and in accordance with stock option plans or other benefit plans or agreements for directors, officers or employees of the Borrower and its Restricted Subsidiaries, (vi) so long as no Event of Default has occurred and is continuing or would occur as a result, the Borrower and its Restricted Subsidiaries may make other Restricted Payments in an amount not to exceed the Available Amount; provided that, at the time each Restricted Payment is made (other than in reliance on clause (a) of the definition of "Available Amount"), the Secured Leverage Ratio as of the last day of the most recent Test Period for which financial statements have been delivered pursuant to Section 5.01 or Section 4.01(j) on a Pro Forma Basis is no greater than 3.00 to 1.00, (vii) the Borrower may repurchase its Equity Interests in an amount not to exceed $15,000,000 in any fiscal year, any unutilized portion of which may be carried forward to the immediately succeeding fiscal year; provided that at the time of and immediately after giving effect to any such Restricted Payment, no Default shall have occurred and be continuing; provided further that in any given fiscal year any such repurchases shall be deemed first, to reduce the $15,000,000 available for such fiscal year and, second, after such amount is reduced to $0, to reduce any carryover from the prior fiscal year, (viii) [Reserved], (ix) [Reserved], (x) [Reserved], (xi) the Borrower may make Restricted Payments with the proceeds of, or in exchange for, a substantially contemporaneous issuance of Qualified Equity Interests of the Borrower (other than issuances to a Restricted Subsidiary, the proceeds of any issuance to the extent included in the Available Amount or applied pursuant to Section 6.04(t)); (xii) the Borrower and each Restricted Subsidiary may declare and make dividend payments or other payments or distributions solely in Qualified Equity Interests of such Person, and (xiii) the Borrower may (A) purchase or pay cash in lieu of fractional shares of its Equity Interests arising out of stock dividends, splits, or business combinations or in connection with issuance of Qualified Equity Interests of the Borrower pursuant to mergers, consolidations or other acquisitions permitted by this Agreement, (B) pay cash in lieu of fractional shares upon the exercise of warrants, options or other securities convertible into or exercisable for Qualified Equity Interests of the Borrower, and (C) make payments in connection with the retention of Qualified Equity Interests in payment of withholding taxes in connection with equity-based compensation plans to the extent that net share settlement arrangements are deemed to be repurchases.

(b) The Borrower will not, and will not permit any Restricted Subsidiary to, make directly or indirectly, any voluntary prepayment or other voluntary distribution (whether in cash, securities or other property) of or in respect of the principal of any subordinated Indebtedness of the Borrower or any of its Restricted Subsidiaries (other than Intercompany Indebtedness) or Indebtedness secured by Liens on the Collateral ranking junior to the Liens securing the Secured Obligations, in each case in a principal amount in excess of $5,000,000 ("Junior Debt"), or any voluntary prepayment or other voluntary distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the voluntary purchase, redemption, retirement, defeasance, cancellation or termination of principal of any Junior Debt (each, a "Junior Debt Prepayment"), except (i) scheduled and other mandatory payments of interest and principal in respect of any Junior Debt, (ii) the conversion of any Junior Debt to Qualified Equity Interests of the Borrower and the payment of cash in lieu of fractional shares in connection therewith, (iii) refinancings and replacements of Junior Debt with proceeds of Indebtedness permitted to be incurred under Section 6.01 or with Net Proceeds of Qualified Equity Interests of the Borrower, (iv) [Reserved], (v) if no Event of Default has occurred and is continuing or would occur as a result thereof,

the Borrower or such Restricted Subsidiary may make any Junior Debt Prepayment if, on the date such Junior Debt Prepayment is to be made, after giving effect thereto the Total Leverage Ratio as of the last day of the most recent Test Period for which financial statements have been delivered pursuant to Section 5.01 or Section 4.01(j) on a Pro Forma Basis would not be greater than 2.00 to 1.00, and (vi) so long as no Event of Default has occurred and is continuing or would occur as a result thereof, other Junior Debt Prepayments in an amount not to exceed the Available Amount; provided that, at the time each Junior Debt Prepayment is made (other than in reliance on clause (a) of the definition of "Available Amount"), the Secured Leverage Ratio as of the last day of the most recent Test Period for which financial statements have been delivered pursuant to Section 5.01 or Section 4.01(j) on a Pro Forma Basis is no greater than 3.00 to 1.00.

Notwithstanding anything herein to the contrary, the foregoing provisions of Section 6.06 will not prohibit the payment of any Restricted Payment or the consummation of any irrevocable redemption, purchase, defeasance, distribution or other payment within 60 days after the date of declaration thereof or the giving of such irrevocable notice, as applicable, if at the date of declaration or the giving of such notice such payment would have complied with the provisions of this Agreement, provided that, if at the time thereof and immediately after giving effect thereto, no Events of Default under Section 7.01(a), (b), (h) and (i) and shall have occurred and be continuing.

Section 6.07 Transactions with Affiliates. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) in the ordinary course of business on terms substantially as favorable to the Borrower or such Restricted Subsidiary as could be obtained on an arm's-length basis from unrelated third parties (as determined by the Borrower in good faith), (b) transactions between or among the Borrower and its Restricted Subsidiaries not involving any other Affiliate, (c) issuances of Equity Interests of the Borrower not prohibited by this Agreement, (d) any Restricted Payment permitted by Section 6.06 and any Investment permitted by Section 6.04, (e) transactions involving aggregate payments of less than $1,000,000, and (f) any agreement or arrangement in effect on the Effective Date and set forth on Schedule 6.07 hereto, or any amendment thereto (so long as such amendment is not materially more adverse to the interest of the Lenders when taken as a whole as compared to the applicable agreement as in effect on the Effective Date). For the avoidance of doubt, this Section 6.07 shall not apply to employment, bonus, retention and severance arrangements, and similar agreements, with, and payments of compensation or benefits to or for the benefit of, current or former employees, consultants, officers or directors of the Borrower and the Subsidiaries in the ordinary course of business. For purposes of this Section 6.07, such transaction shall be deemed to have satisfied the standard set forth in clause (a) of this Section 6.07 if such transaction is approved by a majority of the Disinterested Directors of the Board of Directors of the Borrower or such Restricted Subsidiary, as applicable, in a resolution certifying that such transaction is on terms substantially as favorable to the Borrower or such Restricted Subsidiary than could be obtained on an arm's-length basis from unrelated third parties. "Disinterested Director" shall mean, with respect to any Person and transaction, a member of the Board of Directors of such Person who does not have any material direct or indirect financial interest in or with respect to such transaction.

Section 6.08 Restrictive Agreements. The Borrower will not, and will not permit any Restricted Subsidiaries to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits or restricts (a) the ability of the Borrower or any Restricted Subsidiary to create, incur or permit to exist any Lien upon any of its property or

assets to secure the Secured Obligations, or (b) the ability of any Restricted Subsidiary to declare or make dividends or distributions (whether in cash, securities or other property) ratably to holders of Equity Interests in such Restricted

Subsidiary; provided that (A) the foregoing shall not apply to prohibitions, restrictions and conditions imposed by any Requirement of Law, Permitted Encumbrances, any subordinated Indebtedness, the documents governing any Liens permitted to be incurred pursuant to Section 6.02(j), the documents governing any Indebtedness permitted to be incurred pursuant to Section 6.01(c), (f) or (g) or by any Loan Document, (B) the foregoing shall not apply to prohibitions, restrictions and conditions existing on the Effective Date identified on Schedule 6.08 hereto (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), (C) the foregoing shall not apply to customary prohibitions, restrictions and conditions contained in agreements relating to the Disposition of any assets pending such Disposition, provided such prohibitions, restrictions and conditions apply only to the assets or Restricted Subsidiary that is to be Disposed of and such Disposition is permitted hereunder, (D) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to Indebtedness permitted by this Agreement if such restrictions or conditions either (1) apply only to the property or assets securing such Indebtedness, (2) do not impair the ability of the Loan Parties to perform their obligations under this Agreement or the other Loan Documents, and are not materially more burdensome taken as a whole than that those contained under this Agreement or the other Loan Documents, or (3) are customary restrictions on leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate to the assets subject thereto, (E) the foregoing shall not apply to customary provisions contained in leases, subleases, licenses and sublicenses and other contracts restricting the assignment, subletting or encumbrance thereof, customary net worth provisions or similar financial maintenance provisions contained therein and other customary provisions contained in leases, subleases, licenses and sublicenses and other contracts entered into in the ordinary course of business, (F) the foregoing shall not apply to prohibitions, restrictions and conditions that are binding on a Restricted Subsidiary at the time such Restricted Subsidiary first becomes a Restricted Subsidiary, so long as such restrictions were not entered into solely in contemplation of such Person becoming a Restricted Subsidiary, (G) the foregoing shall not apply to customary provisions in joint venture agreements and other similar agreements applicable to Joint Ventures permitted by Section 6.04 and applicable solely to such Joint Venture and entered into in the ordinary course of business; and (H) customary restrictions under any arrangement with any Governmental Authority imposed on any Foreign Subsidiary in connection with governmental grants, financial aid, tax holidays or similar benefits or economic interests.

Section 6.09 Change in Fiscal Year. The Borrower will not change the end of its fiscal year to a date other than September 30 unless the Borrower shall have given the Administrative Agent prior written notice. Promptly after receiving such notice, the Borrower and the Administrative Agent shall enter into an amendment to this Agreement (which shall not require the consent of any other party hereto) that, in the reasonable judgment of the Administrative Agent and the Borrower, as nearly as practicable, preserves the rights of the parties hereto that would have happened had no such change in fiscal year occurred.

Section 6.10 Limitation on Amendments. The Borrower will not, and will not permit any Restricted Subsidiary to, directly or indirectly:

(a) amend its charter or by-laws or other similar constitutive documents in any manner materially adverse to the rights of the Lenders under this Agreement or any other Loan

Document or their ability to enforce the same, except as otherwise permitted pursuant to Section 6.03; or

(b) except as otherwise permitted under any applicable Intercreditor Agreement, amend, supplement, waive or otherwise modify any of the provisions of Junior Debt in a manner that is materially adverse to the Lenders.

Section 6.11 Use of Proceeds. The Borrower will not request any Borrowing and the Borrower shall not use, and shall ensure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Borrowing (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, to the extent such activities, businesses or transaction would be prohibited by Sanctions if conducted by a corporation incorporated in the United States or any European Union Member State, or (c) in any manner that would directly result in the violation by Borrower or any of its Subsidiaries of any Sanctions or Anti-Money Laundering Laws applicable thereto.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.01 Events of Default. If any of the following events ("Events of Default") shall occur:

(a) any Loan Party shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Loan Party shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Section 7.01) payable under this Agreement or the other Loan Documents, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five (5) Business Days;

(c) any representation or warranty made or deemed made or confirmed by or on behalf of any Loan Party in or in connection with this Agreement or any amendment or modification hereof or waiver hereunder, or in any report, certificate, financial statement, Loan Document or other document furnished pursuant to or in connection with this Agreement, shall prove to have been incorrect in any material respect (or if such representation or warranty is qualified by materiality or reference to Material Adverse Effect, in all respects) when made or deemed made or confirmed;

(d) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in (i) Section 5.02(a) and 5.04 (solely with respect to the existence of the Borrower) or (ii) Article VI;

(e) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in clauses (a), (b) or (d) of this Section 7.01) or in any other Loan Document, and such failure shall continue unremedied for a period of thirty (30) days after written notice thereof from the Administrative Agent to the Borrower;

(f) the Borrower or any Restricted Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable after giving effect to any applicable grace period;

(g) any event or condition (other than, with respect to Indebtedness consisting of a Swap Agreement, termination events or equivalent events pursuant to the terms of such Swap Agreement not arising as a result of a default by the Borrower or any Restricted Subsidiary thereunder) occurs that results

in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (after giving effect to all applicable grace periods) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any 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 Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness or (ii) Indebtedness which is convertible into Equity Interests and converts to Qualified Equity Interests of the Borrower in accordance with its terms and such conversion is not prohibited hereunder;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any Restricted Subsidiary that is also a Material Subsidiary or its debts, or of a substantial part of its assets, under any Debtor Relief Laws now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower 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;

(i) the Borrower or any Restricted Subsidiary that is also a Material Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Debtor Relief Laws, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Section 7.01, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Restricted Subsidiary that is also a 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) one or more final judgments for the payment of money in an aggregate amount in excess of $35,000,000 (to the extent not paid or covered by indemnities or insurance as to which the applicable indemnitor or insurer has been informed in writing and has not denied coverage) shall be rendered against the Borrower, any Restricted Subsidiary that is also a Material Subsidiary or any combination thereof and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed or bonded pending appeal;

(k) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred and are continuing, would reasonably be expected to result in a Material Adverse Effect;

(l) any material Loan Document or any material provision thereof shall at any time cease to be in full force and effect (other than in accordance with its terms), or a proceeding shall be commenced by any Loan Party seeking to establish the invalidity or unenforceability thereof (exclusive of questions of interpretation thereof), or any Loan Party shall repudiate or deny that it has any liability or obligation for the payment of principal or interest or other obligations purported to be created under any Loan Document;

(m) any Lien created by any of the Security Documents shall at any time fail to constitute a valid and (to the extent required by the Loan Documents) perfected Lien on any material portion of the Collateral, securing the obligations purported to be secured thereby, with the priority required by the Loan Documents, or any Loan Party shall so assert in writing,

except (i) as a result of the Disposition of the applicable Collateral to a Person that is not a Loan Party in a transaction permitted under the Loan

Documents, or (ii) as a result of the Collateral Agent's failure to maintain possession of any stock certificates, promissory notes or other instruments delivered to it under the Security Documents; or

(n) a Change in Control shall occur;

then, and in every such event (other than an event with respect to the Borrower described in clause (h) or (i) of this Section 7.01), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, 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 Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived; provided in case of any event with respect to the Borrower described in clause (h) or (i) of this Section 7.01, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower and (iii) exercise any or all of the remedies available to it under the Security Documents, at law or in equity.

ARTICLE VIII

THE AGENTS

Section 8.01 Appointment. Each of the Lenders (including in any Lender's other capacity hereunder) (each of the foregoing referred to as the "Lenders" for purposes of this Article VII) hereby irrevocably appoints the Administrative Agent as its agent and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof, together with such actions and powers as are reasonably incidental thereto.

In furtherance of the foregoing, each Lender hereby appoints and authorizes the Collateral Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Secured Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent (and any sub agents appointed by the Collateral Agent pursuant hereto for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights or remedies thereunder at the direction of the Collateral Agent) shall be entitled to the benefits of this Article VIII as though the Collateral Agent (and any such sub-agents) were an "Agent" under the Loan Documents, as if set forth in full herein with respect thereto. All rights and protections provided to the Administrative Agent here shall also apply to the Collateral Agent.

The Person serving as the Administrative Agent and/or Collateral 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 Borrower or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent hereunder.

Section 8.02 Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) 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 hereby 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); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose it to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may affect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law, and (c) except as expressly set forth herein, 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 Borrower 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. 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 Borrower 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 this Agreement, (ii) the contents of any certificate, report or other document delivered hereunder or in connection herewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

Section 8.03 Reliance by Agents. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed 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. In determining compliance with any condition hereunder to the making of a Loan, that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 8.04 Delegation of Duties. The Administrative Agent may perform any and all 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 its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of Section 8.02 and indemnification provisions of Section 8.05 shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to

their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Section 8.05 Indemnification. In addition, each of the Lenders hereby indemnifies the Administrative Agent (to the extent not reimbursed by the Loan Parties), ratably according to their Applicable Percentages, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Administrative Agent in any way relating to or arising out of this Agreement or any action taken or omitted by the Administrative Agent under this Agreement or the other Loan Documents (including any action taken or omitted under Article II of this Agreement); provided that such indemnity shall not be available to the extent such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of the Administrative Agent. Without limitation of the foregoing, each Lender agrees to reimburse the Administrative Agent promptly upon demand for its respective Applicable Percentage of any out-of-pocket expenses (including reasonable counsel fees) incurred by the Administrative Agent in connection with the preparation, execution, administration or enforcement of, or legal advice in respect of rights or responsibilities under, this Agreement or the other Loan Documents to the extent that the Administrative Agent is not reimbursed for such expenses by the Loan Parties. The provisions of this Article VIII shall survive the termination of this Agreement and the payment of the Obligations.

Section 8.06 Withholding Tax. To the extent required by any applicable Requirements of Law (including for this purpose, pursuant to any agreements entered into with a Governmental Authority), the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the IRS or any other authority of the United States or other Governmental Authority asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of, withholding Tax ineffective), such Lender shall indemnify and hold harmless the Administrative Agent (to the extent that the Administrative Agent has not already been reimbursed by the Loan Parties and without limiting the obligation of the Loan Parties to do so) for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, including any interest, additions to Tax or penalties thereto, together with all expenses incurred, including legal expenses and any other out-of-pocket expenses, whether or not such Tax was 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 an Administrative Agent shall be deemed presumptively correct absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agent under this Section 8.06. The agreements in this Section 8.06 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other obligations. Unless required by applicable laws, at no time shall the Administrative Agent

have any obligation to file for or otherwise pursue on behalf of a Lender any refund of Taxes withheld or deducted from funds paid for the account of such Lender.

Section 8.07 Successor Administrative Agent. Subject to the appointment and acceptance of a successor Administrative Agent as provided in this Section 8.07, the Administrative Agent may resign at

any time by notifying the Lenders and the Borrower; provided that in no event shall any such successor Administrative Agent be a Defaulting Lender or a Disqualified Institution. Upon any such resignation, the Required Lenders shall have the right, with the consent of Borrower unless an Event of Default under clause (a), (b), (h) or (i) of Section 7.01 has occurred and is continuing, to appoint a successor; provided, that if no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders, 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; provided further that any successor Administrative Agent must be treated as a U.S. Person for U.S. federal income tax purposes. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, 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. The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the 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.

Section 8.08 Non-Reliance on Agents and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any related agreement or any document furnished hereunder or thereunder.

Section 8.09 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 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, 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 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.

Section 8.10 Security Documents and Collateral Agent. Each Lender authorizes the Collateral Agent to enter into the Security Documents and to take all action contemplated thereby. Each Lender agrees that no one (other than the Administrative Agent or the Collateral Agent) shall have the right individually to seek to realize upon the security granted by the Security Documents, it being understood and agreed that such rights and remedies may be exercised solely by the Administrative Agent or the Collateral Agent for the benefit of the Secured Parties upon the terms of the Security Documents. In the event that any collateral is hereafter pledged by any Person as collateral security for the Secured Obligations, each of the Administrative Agent and the Collateral 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 or the Collateral Agent on behalf of the Secured Parties.

The Lenders and the other Secured Parties hereby irrevocably authorize and instruct the Collateral Agent to, without any further consent of any Lender or any other Secured Party, enter into (or acknowledge and consent to) or amend, renew, extend, supplement, restate, replace, waive or otherwise modify any Intercreditor Agreement and any other intercreditor or subordination agreement (in form satisfactory to the Collateral Agent and deemed appropriate by it) with the collateral agent or other representative of holders of Indebtedness secured (and permitted to be secured) by a Lien on assets constituting a portion of the Collateral. The Lenders and the other Secured Parties irrevocably agree that (x) the Collateral Agent may rely

exclusively on a certificate of a Financial Officer of the Borrower as to whether any such other Liens are permitted hereunder and as to the respective assets constituting Collateral that secure (and are permitted to secure) such Indebtedness hereunder and (y) any Intercreditor

Agreement entered into by the Collateral Agent shall be binding on the Secured Parties, and each Lender and the other Secured Parties hereby agrees that it will take no actions contrary to the provisions of, if entered into and if applicable, any Intercreditor Agreement.

Further, each Secured Party hereby irrevocably authorizes the Collateral Agent:

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon satisfaction of any conditions to release specified in any Collateral Document, (ii) that is disposed of or to be disposed of as part of or in connection with any disposition permitted hereunder or under any other Loan Document to any Person other than an Loan Party, (iii) subject to Section 9.02, if approved, authorized or ratified in writing by the Required Lenders or such other percentage of Lenders required thereby, (iv) owned by a Guarantor upon release of such Guarantor from its obligations under this Agreement, or (v) pursuant to Section 9.15 and as expressly provided in the Collateral Documents;

(b) to release any Guarantor from its obligations hereunder if such Person ceases to be a Restricted Subsidiary that is a Wholly Owned Subsidiary as a result of a transaction permitted hereunder; and

(c) upon request of the Borrower, to take such actions as shall be required to subordinate any Lien on any property granted to the Collateral Agent to the holder of a Lien permitted by Section 6.02 or to enter into any intercreditor agreement with the holder of any Lien permitted by Section 6.02.

Upon request by the Collateral Agent at any time, the Required Lenders (or Lenders, as applicable) will confirm in writing the Collateral Agent's authority to release its interest in particular types or items of property, or to release any Guarantor from its obligations hereunder pursuant to this paragraph. In each case as specified in this Article VIII, the Collateral Agent will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted pursuant to the Loan Documents, or to release such Guarantor from its obligations hereunder, in each case in accordance with the terms of this Article VIII.

Section 8.11 No Liability of Lead Arrangers. The entities named as "Lead Arranger" or "Bookrunner" in this Agreement shall not have any duties, responsibilities or liabilities under the Loan Documents in their capacity as such.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone or e-mail (and subject to clause (b) below), all notices and other

communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to any Loan Party, to it, or to it in care of the Borrower:

Brooks Automation, Inc.
15 Elizabeth Drive
Chelmsford, MA 01824
Attention: Lindon Robertson
Fax No.: 978.262.2500

with a copy to (which shall not constitute notice to any Loan Party):

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
The Chrysler Center
666 Third Avenue
New York, NY 10017
Attention: Paul J. Ricotta
Fax No.:
212.983.3115
Email: pjricotta@mintz.com

(ii) if to the Administrative Agent or Collateral Agent, to

Morgan Stanley Senior Funding, Inc.
1300 Thames Street, 4th floor
Thames Street Wharf
Baltimore, Maryland 21231
email: msagency@morganstanley.com

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention:
James A. Florack
Fax No.: (212) 701-5165
Email: james.florack@davispolk.com

(iii) if to any other Lender, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by using Electronic Systems 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 Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and

identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

(d) Electronic Systems.

(i) The Borrower agrees that the Administrative Agent may, but shall not be obligated to, make Communications (as defined below) available to the Lenders by posting the Communications on Debt Domain, Intralinks, Syndtrak, ClearPar or a substantially similar Electronic System.

(ii) Any Electronic System used by the Administrative Agent is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the adequacy of such Electronic Systems and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or any Electronic System. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower or the other Loan Parties, any Lender or any other Person or entity for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of any Loan Party's or the Administrative Agent's transmission of communications through an Electronic System. "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 or any Lender by means of electronic communications pursuant to this Section 9.01, including through an Electronic System.

Section 9.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent, the Collateral Agent 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 Collateral Agent 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 any Loan Document or consent to any departure by the Loan Parties therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 9.02, 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 shall not be

construed as a waiver of any Default, regardless of whether the Administrative Agent, the Collateral Agent or any Lender may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders (or by the Administrative Agent with the consent of the Required Lenders) or, in the case of any other Loan Documents, pursuant to an agreement or agreements in writing entered into by the Administrative Agent and/or the Collateral Agent and the Loan Party or Loan Parties that are parties thereto, in each case 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 reduce the rate of interest thereon (other than the application of any default rate of interest pursuant to Section 2.10(c)), or reduce any fees payable hereunder, without the written consent of each Lender directly and adversely affected thereby (it being acknowledged and agreed that amendments or modifications of the Secured Leverage Ratio (and all related definitions) shall not constitute a reduction of the rate of interest or a reduction of fees), (iii) postpone the scheduled date of payment of the principal amount of any Loan, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender directly and adversely affected thereby, (iv) change Section 2.15(b), (c) or (f) in a manner that would alter the pro rata sharing of payments required thereby or the order of payments required thereby, without the written consent of each Lender directly and adversely affected thereby, (v) change any of the provisions of this Section 9.02 or the percentage set forth in the definition of "Required Lenders" or any other provision of any Loan Document specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or thereunder or make any determination or grant any consent hereunder or thereunder, without the written consent of each Lender, (vi) release all or substantially all the Guarantors from their Guarantees under the Guarantee Agreement except as expressly provided in the Guarantee Agreement or Section 9.15, without the written consent of each Lender or (vii) release all or substantially all of the Collateral without the written consent of each Lender, provided, that nothing herein shall prohibit the Administrative Agent and/or Collateral Agent from releasing any Collateral, or require the consent of the other Lenders for such release, in respect of items Disposed of to the extent such Disposition is permitted or not prohibited hereunder; provided, further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or the Collateral Agent hereunder without the prior written consent of the Administrative Agent or the Collateral Agent, as the case may be. Notwithstanding the foregoing, any provision of this Agreement may be amended by an agreement in writing entered into by the Borrower, the Required Lenders and the Administrative Agent if (i) by the terms of such agreement the Commitment of each Lender not consenting to the amendment provided for therein shall terminate upon the effectiveness of such amendment and (ii) at the time such amendment becomes effective, each Lender not consenting thereto receives payment in full of the principal of and interest accrued on each Loan made by it and all other amounts owing to it or accrued for its account under this Agreement.

(c) [Reserved].

(d) In connection with any proposed amendment, modification, waiver or termination (a "Proposed Change") requiring the consent of all Lenders (or all Lenders of one or more affected Classes of Lenders), if the consent of the Required Lenders (or the consent of Lenders of the affected Classes holding more than 50% of the Total Credit Exposure of all Lenders of such Classes, taken as a whole) to such Proposed Change is obtained, but the consent to such Proposed Change of other Lenders whose consent is required is not obtained (any such Lender whose consent is so required but not so obtained being referred to as a "Non-Consenting Lender"), then, so long as the Lender that is acting as Administrative Agent is not a Non-Consenting Lender, the Borrower may, at its sole option, expense and effort, upon notice to such Non-Consenting Lenders and the Administrative Agent, require each of the

Non-Consenting Lenders to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement and each Loan Document to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment) and that shall consent to the Proposed Change, provided that (a) each Non-Consenting Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder from the assignee (in each case to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (b) the Borrower or such assignee shall have paid to the Administrative Agent the processing and recordation fee specified in Section 9.04(b)(ii)(C).

(e) Without the consent of any Lender, the Loan Parties and the Administrative Agent and the Collateral Agent may (in their respective sole discretion, or shall, to the extent required by any Loan Document) enter into any amendment, modification, supplement or waiver of any Loan Document, or enter into any new agreement or instrument, to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties, to include holders of Liens in the benefit of the Security Documents and to give effect to any Intercreditor Agreement associated therewith, or as required by local law to give effect to, or protect, any security interest for the benefit of the Secured Parties in any property or so that the security interests therein comply with applicable law or this Agreement or in each case to otherwise enhance the rights or benefits of any Lender under any Loan Document.

(f) Notwithstanding the foregoing, this Agreement may also be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (i) to permit additional extensions of credit to be outstanding hereunder from time to time (in addition to any Incremental Term Loan Commitments, Extended Term Loans, and Refinancing Term Loans) and the accrued interest and fees and other obligations in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans and the accrued interest and fees and other obligations in respect thereof and (ii) to include appropriately the holders of such extensions of credit in any determination of the requisite lenders required hereunder, including the Required Lenders, and for purposes of the relevant provisions of Section 2.15 (it being understood and agreed that any such amendment in connection with any increase pursuant to Section 2.17, maturity extension pursuant to Section 2.19 or refinancing or replacement facility pursuant to Section 2.20 shall, in any such case, require solely the consent of the parties prescribed by such Sections and shall not require the consent of the Required Lenders).

(g) Notwithstanding anything else to the contrary contained in this Section 9.02, (i) if the Administrative Agent and the Borrower shall have jointly identified an ambiguity, mistake, error, defect or inconsistency, in each case, in any provision of the Loan Documents, then the Administrative Agent and the Borrower shall be permitted to amend such provision and (ii) the Administrative Agent and the Borrower shall be permitted to amend any provision of any Loan Document to better implement the intentions of this Agreement, and in each case, such amendments shall become effective without any further action or consent of any other party to any Loan Document if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof. In addition, technical and conforming modifications to the Loan Documents may be made with the consent of the Borrower and the Administrative Agent (but without the consent of any Lender) to the extent necessary to integrate any Other Term Loan Commitments and Other Term Loans as may be necessary to establish such Other Term Loan Commitments or Other Term Loans as a separate Class or tranche from the existing Term Loan Commitments or Term Loans, as applicable, and, in the case of Extended Term Loans, to reduce the amortization schedule of the related existing Class of Term Loans proportionately.

(h) Each of the parties hereto hereby agrees that the Administrative Agent may take any and all action as may be necessary to ensure that all Term Loans established pursuant to Section 2.17 after the Effective Date that will be included in an existing Class of Term Loans outstanding on such date (an "Applicable Date"), when originally made, are included in each Borrowing of outstanding Term Loans of such Class (the "Existing Class Loans"), on a pro rata basis, and/or to ensure that, immediately after giving effect to such new Term Loans (the "New Class Loans" and, together with the Existing Class Loans, the "Class Loans"), each Lender holding Class Loans will be deemed to hold its Pro Rata Share of each Class Loan on the Applicable Date (but without changing the amount of any such Lender's Term Loans), and each such Lender shall be deemed to have effectuated such assignments as shall be required to ensure the foregoing. The "Pro Rata Share" of any Lender on the Applicable Date is the ratio of (1) the sum of such Lender's Existing Class Loans immediately prior to the Applicable Date plus the amount of New Class Loans made by such Lender on the Applicable Date over (2) the aggregate principal amount of all Class Loans on the Applicable Date.

Section 9.03 Expenses; Indemnity; Damage Waiver.

(a) The Borrower shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable and documented fees, charges and disbursements of one primary counsel and, if reasonably necessary, one special and one local counsel in each relevant jurisdiction for the Administrative Agent and such Affiliates (in each case, excluding allocated costs of in-house counsel), in connection with the syndication of the credit facilities provided for herein, due diligence undertaken by the Administrative Agent with respect to the financing contemplated by this Agreement, the preparation and administration of this Agreement or any amendments, modifications or waivers of the provisions hereof (whether or not the transactions contemplated hereby or thereby shall be consummated); provided that the Borrower's obligations under this clause (i), solely with respect to the preparation, execution and delivery of the Loan Documents on the Effective Date, shall be subject to the limitations provided for in the Engagement Letter and (ii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent or, after the occurrence and during the continuance of any Event of Default, any Lender, including the fees, charges and disbursements of counsel for the Administrative Agent or any Lender, in connection with the enforcement or protection of its rights in connection with this Agreement, including its rights under this Section 9.03, or in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans (but limited to one counsel for the Administrative Agent and the Lenders taken a whole and, if reasonably necessary, one local counsel in each relevant jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and, in the case of an actual or perceived conflict of interest, where the party affected by such conflict, informs the Borrower of such conflict and thereafter retains its own counsel, of another firm of counsel for each such affected Person and, if necessary, one local counsel in each relevant jurisdiction (which may include a single special counsel acting in multiple jurisdictions) (in each case, excluding allocated costs of in-house counsel)).

(b) The Borrower shall indemnify the Administrative Agent, the Collateral Agent, the Lead Arrangers 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 (other than lost profits of such Indemnitees), claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of any claim, litigation, investigation or proceeding (each, a "Proceeding") relating to (i) the execution or delivery of this Agreement, any other Loan

Document, or any agreement or instrument contemplated hereby or thereby, the performance by the

parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby, (ii) any Loan or the use of the proceeds therefrom, or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto and whether or not caused by the ordinary, sole or contributory negligence of any Indemnitee and to reimburse each such Indemnitee within ten (10) Business Days after presentation of a summary statement for any reasonable and documented out-of-pocket legal or other expenses incurred in connection with investigating or defending any of the foregoing (but limited in the case of legal fees and expenses to a single New York counsel and of one local counsel in each relevant jurisdiction, in each case for all Indemnitees (provided that, in the event of an actual or perceived conflict of interest, the Borrower will be required to pay for one additional counsel for each similarly affected group of Indemnitees taken as a whole and of one local counsel in each relevant jurisdiction, for each similarly affected group of Indemnitees taken as a whole)); provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (A) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the bad faith, gross negligence or willful misconduct of such Indemnitee, (B) result from a claim brought by any Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's funding obligations hereunder, if such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction or (C) disputes arising solely between Indemnitees and (1) not involving any action or inaction by any Loan Party or (2) not relating to any action of such Indemnitee in its capacity as Administrative Agent, Collateral Agent or Lead Arranger. The Borrower shall not be liable for any settlement of any Proceedings if such settlement was effected without its consent (which consent shall not be unreasonably withheld or delayed), but if settled with the written consent of the Borrower or if there is a final judgment for the plaintiff in any such Proceedings, the Borrower agrees to indemnify and hold harmless each Indemnitee from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with the preceding paragraph. The Borrower shall not, without the prior written consent of an Indemnitee (which consent shall not be unreasonably withheld or delayed), effect any settlement of any pending or threatened Proceedings in respect of which indemnity could have been sought hereunder by such Indemnitee unless (x) such settlement includes an unconditional release of such Indemnitee in form and substance reasonably satisfactory to such Indemnitee from all liability on claims that are the subject matter of such Proceedings and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnitee or any injunctive relief or other non-monetary remedy. This Section 9.03(b) shall not apply with respect to Taxes other than Taxes that represent losses, claims or damages arising from any non-Tax claim.

(c) To the extent that the Borrower fails to indefeasibly pay any amount required under paragraph (a) or (b) of this Section 9.03 to be paid by it to the Administrative Agent, the Collateral Agent, each Lender severally agrees to pay to the Administrative Agent or the Collateral Agent, 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 (including any such unpaid amount in respect of a claim asserted by such Lender); 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 or the Collateral Agent in its capacity as such.

(d) To the extent permitted by applicable Requirements of Law, each party to this Agreement agrees not to assert, and each such party hereby waives, any claim against any other party, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or

instrument contemplated hereby, the transactions contemplated by this Agreement or any Loan or the use of the proceeds thereof; provided that nothing in this paragraph (d) shall relieve any Loan Party of any obligation it may have to indemnify an Indemnitee against special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party. No Indemnitee referred to in paragraph (b) above shall be liable for damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby, except to the extent any such damages 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.

(e) All amounts due under this Section 9.03 shall be payable promptly after written demand therefor.

(f) Each Indemnitee shall promptly refund and return any and all amounts paid by the Borrower to such Indemnitee pursuant to this Section 9.03 to the extent such Indemnitee is not entitled to payment of such amount in accordance with this Section 9.03.

(g) Each party's obligations under this Section 9.03 shall survive the termination of the Loan Documents and payment of the obligations thereunder.

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, except that (i) the Borrower may not 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 the 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 9.04. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person any legal or equitable right, remedy or claim under or by reason of this Agreement, other than rights, remedies or claims in favor of the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (c) of this Section 9.04) and, to the extent expressly contemplated hereby, the Related Parties of each of the Agents and the Lenders.

(b) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Borrower, provided that the Borrower shall be deemed to have consented to an assignment unless it shall have objected thereto by written notice to the Administrative Agent within ten (10) Business Days after having received written notice thereof; provided further that no consent of the Borrower shall be required for (i) an assignment of all or a portion of the Term Loans to a Lender, an Affiliate of a Lender or an Approved Fund or (ii) an assignment to a Lender or an Affiliate of a Lender or, if an Event of Default under clause (a), (b), (h) or (i) of Section 7.01 has occurred and is continuing, any other assignee; and

(B) the Administrative Agent; provided that no such consent of the Administrative Agent shall be required for an assignment of any Term Loan to a Lender, an Affiliate of a Lender or an Approved Fund.

(iii) 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 assignment of the entire remaining amount of the assigning Lender's Commitment or Loans, 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 be in an amount of an integral multiple of $1,000,000 unless each of the Borrower and the Administrative Agent otherwise consent, provided that no such consent of the Borrower shall be required if an Event of Default under clause (a), (b), (h) or (i) of Section 7.01 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 a 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;

(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 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;

(E) no assignment shall be made to (1) a natural Person, (2) the Borrower or any of its Subsidiaries (except as otherwise provided for herein), (3) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (3) or (4) any Disqualified Institution (it being understood and agreed that the Administrative Agent shall have no liability or responsibility with respect to ensuring assignments are not made to Disqualified Institutions); and

(F) in connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the

parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating

actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent and each other Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Commitment of the applicable Class; notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

(iv) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section 9.04, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, 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 Section 2.12, 2.13, 2.14 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(b) 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 9.04.

(v) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the 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 related interest amounts) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent 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 Borrower and any Lender (with respect to such Lender's interest only), at any reasonable time and from time to time upon reasonable prior notice.

(vi) 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 a Platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, the assignee, the assignee's completed Administrative Questionnaire and any tax certifications required to be delivered pursuant to Section 2.14(f) (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in this Section 9.04(b) and any written consent to such assignment required by this Section 9.04(b), 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 2.04(b), 2.15(d) 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.

(c) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to any Person (other than any Person described in paragraph (b)(ii)(E) of this Section 9.04) (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent 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; 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. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.12, 2.13 and 2.14 (subject to the requirements and limitations therein, including the requirements under Section 2.14(f) (it being understood that the documentation required under Section 2.14(f) shall be delivered to solely the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 9.04; provided that such Participant (i) shall be subject to the provisions of Section 2.16 as if it were an assignee under paragraph (b) of this Section 9.04 and (ii) shall not be entitled to receive any greater payment under Section 2.12 or 2.14, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 2.16(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 that such Participant shall be subject to Section 2.15(c) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and related interest amounts) 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 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 or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (other than to any Disqualified Institution) to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 9.04 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) The Administrative Agent shall not be responsible or have liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Institutions. Without limiting the generality of the foregoing, the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender is a Disqualified Institution or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Institution.

(f) Notwithstanding anything in this Agreement to the contrary, any Term Loan Lender may, at any time, assign all or a portion of its Term Loans on a non-pro rata basis to the Borrower or any Restricted Subsidiary through (x) Dutch Auctions open to all Term Loan Lenders of a particular Class on a pro rata basis or (y) open market purchases, in each case subject to the following limitations:

(i) the Borrower and each applicable Subsidiary shall either (x) represent and warrant as of the date of any such assignment or purchase, that it does not have any material non-public information with respect to the Borrower and its Subsidiaries or any of their respective securities that has not been disclosed to the assigning Term Loan Lender (unless such assigning Lender does not wish to receive material non-public information with respect to the Borrower or the Subsidiaries or any of their respective securities) prior to such date or (y) disclose that it cannot make the representation and warranty described in clause (x);

(ii) immediately upon the effectiveness of such assignment or purchase of Term Loans from a Lender to the Borrower or any Subsidiary, such Term Loans shall automatically and permanently be cancelled and shall thereafter no longer be outstanding for any purpose hereunder;

(iii) no Default or Event of Default shall have occurred and be continuing at the time of such assignment or purchase; and

(iv) the aggregate principal amount of all Term Loans which may be assigned to the Borrower or any Restricted Subsidiary through open market purchases shall in no event exceed, as calculated at the time of the consummation of such assignment, 25% of the aggregate principal amount of the Term Loans then outstanding.

Section 9.05 Survival. All covenants, agreements, representations and warranties made by the Loan Parties herein 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, regardless of any investigation made by any such other party or on its behalf and notwithstanding that any Agent

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 and so long as the Commitments have not expired or terminated. The provisions of Sections 2.12, 2.13, 2.14 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 or the expiration or termination of the Commitments, the resignation of the Administrative Agent or the Collateral Agent, the replacement of any Lender or the termination of this Agreement or any other Loan Document or any provision hereof or thereof.

Section 9.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall be deemed 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 Agents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the 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 this Agreement by telecopy, emailed 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 Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, 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, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

Section 9.07 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 9.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of their respective 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 such Affiliate to or for the credit or the account of the Borrower against any and all of the Obligations of the Borrower now or hereafter existing under this Agreement or any other Loan Document to such Lender or its Affiliates, irrespective of whether or not such Lender or such Affiliate shall have made any demand under this Agreement or any other Loan Document and

although such obligations may be unmatured; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.18 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the

Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender and its Affiliates under this Section 9.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender or its Affiliates may have. Each Lender agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

Section 9.09 Governing Law; Consent to Service of Process.

(a) This Agreement, the other Loan Documents and any claims, controversy, dispute or causes of actions arising therefrom (whether in contract or tort or otherwise) shall be construed in accordance with and governed by the law of the State of New York.

(b) The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in the Borough of Manhattan, New York County and of the United States District Court of the Southern District 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 any Loan Document, 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 be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be binding (subject to appeal as provided by applicable law) 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 any Agent 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.

(c) The Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section 9.09. 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.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. 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 (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 9.10.

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 Agents 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 and third party service providers in connection with the transactions contemplated hereby (it being understood that the disclosing Lender or Agent shall be responsible to ensure compliance by such Persons with the confidentiality restrictions set forth herein with respect to such Information), (b) to the extent requested by any Governmental Authority (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 applicable Agent or Lender agrees to inform the Borrower promptly thereof prior to such disclosure to the extent practicable and not prohibited by law, rule or regulation and to only disclose that Information necessary to fulfill such legal requirement), (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder 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 9.12, 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 (provided that, for the avoidance of doubt, to the extent that the list of Disqualified Institutions is made available to all Lenders, the "Information" for purposes of this clause (f)(i) shall include the list of Disqualified Institutions), or (ii) to any actual or prospective direct or indirect contractual counterparty (or its Related Parties) in Swap Agreements or such contractual counterparty's professional advisor, (g) with the consent of the Borrower, or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 9.12 or (ii) becomes available to any Agent or any Lender on a nonconfidential basis from a source other than the Borrower (so long as such source is not known to such Agent or such Lender to be bound by confidentiality obligations to the Borrower or any of its Subsidiaries). For the purposes of this Section 9.12, "Information" means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to any Agent or any Lender on a nonconfidential basis prior to disclosure by the Borrower (so long as such source is not known to such Agent or such Lender to be bound by confidentiality obligations to the Borrower or any of its Subsidiaries) and other than information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry. Any Person required to maintain the confidentiality of Information as provided in this Section 9.12 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. Notwithstanding the foregoing, the Administrative Agent and the Lenders agree not to disclose any Information to a Disqualified Institution.

Section 9.13 Material Non-Public Information.

(a) EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 9.12 FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE BORROWER 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.

(b) ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWER 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 LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWER 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.

Section 9.14 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 would have been payable in respect of such Loan but were not payable as a result of the operation of this Section 9.14 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 Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

Section 9.15 Release of Liens and Guarantees. A Subsidiary shall automatically be released from its obligations under the Loan Documents, and all Liens created by the Loan Documents in Collateral owned by such Subsidiary (if applicable) shall be automatically released, upon the consummation of any transaction permitted by this Agreement as a result of which such Subsidiary ceases to be a Restricted Subsidiary (including pursuant to a merger with a Subsidiary that is not a Loan Party or a designation as an Unrestricted Subsidiary). In the event that the Borrower or any Subsidiary disposes of all or any portion of any of the Equity Interests, assets or property owned by the Borrower or such Subsidiary in a transaction not prohibited by this Agreement, any Liens granted with respect to such Equity Interests, assets or property pursuant to any Loan Document shall automatically and immediately terminate and be released. The Administrative Agent and the Collateral Agent shall promptly (and the Lenders hereby authorize and instruct the Administrative Agent and the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by the Borrower and at the Borrower's expense to evidence any such termination and release described in this Section 9.15. In addition, the Administrative Agent and the Collateral Agent agree to take such actions as are reasonably requested by the Borrower and at the Borrower's expense to terminate the Liens and security interests created by the Loan Documents when all the Obligations (other than contingent obligations for which no claim has been asserted) have been paid in full and all Commitments terminated. The Lenders authorize the Collateral Agent to release or subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by

Section 6.02(d) or (e) to the extent required by the terms of the obligations secured by such Liens and in each case pursuant to documents reasonably acceptable to the Collateral Agent.

Section 9.16 Platform; Borrower Materials. The Borrower hereby acknowledges that (a) the Administrative Agent and/or the Lead Arrangers will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on Debt Domain, Intralinks, Syndtrak or another substantially similar electronic system (the "Platform"), and (b) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrower and its Subsidiaries or any of their respective securities) (each, a "Public Lender"). The Borrower hereby agrees that it will, upon the Administrative Agent's request, identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (i) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof, (ii) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Lead Arrangers and the Lenders to treat such Borrower Materials as solely containing information that is either (A) publicly available information or (B) not material (although it may be sensitive and proprietary) with respect to the Borrower or the Subsidiaries or any of their respective securities for purposes of United States Federal securities laws (provided, however, that such Borrower Materials shall be treated as set forth in Section 9.12, to the extent such Borrower Materials constitute information subject to the terms thereof), (iii) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor", and (iv) the Administrative Agent and the Lead Arrangers shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Investor." The Borrower hereby authorizes the Administrative Agent to make the financial statements provided by the Borrower under Section 5.01(a) and (b) above available to Public Lenders. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE ADMINISTRATIVE AGENT, ITS RELATED PARTIES AND THE LEAD ARRANGERS DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE ADMINISTRATIVE AGENT, ANY OR ITS RELATED PARTIES OR THE LEAD ARRANGERS IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM.

Section 9.17 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "USA PATRIOT Act") hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Loan Parties, which information includes the name and address of such Loan Parties and other information that will allow such Lender to identify such Loan Parties in accordance with the USA PATRIOT Act.

Section 9.18 No Advisory or Fiduciary Responsibility. The Administrative Agent, Collateral Agent, each Lead Arranger and each Lender and their respective Affiliates

(collectively, solely for purposes of this paragraph, the "Lenders"), may have economic interests that conflict with those of the Loan Parties. The Loan Parties agree that nothing in the Loan Documents will be deemed to create an advisory, fiduciary or agency relationship or other similar implied duty between the Lenders and the Loan Parties. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the arranging and

other services regarding this Agreement described herein are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Lenders, on the other hand, (B) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) each Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person and (B) no Lender has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and no Lender has any obligation to disclose any of such interests to the Borrower or its Affiliates. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against any Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 9.19 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Contractual Recognition of Bail-In. 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 EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA 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 of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

~~IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.~~

~~**BROOKS AUTOMATION, INC.**~~

~~By:~~
~~Name:~~
~~Title:~~

Exhibit 10.1
Execution Version

~~**MORGAN STANLEY SENIOR FUNDING, INC.**, individually, as a Lender, Administrative Agent and Collateral Agent,~~

~~By:~~
~~Name:~~
~~Title:~~

[ ], individually, as a Lender

By:
Name:
Title:

Schedule 1.01A

COMMITMENTS

Initial Term B Loan Commitments

Morgan Stanley Senior Funding, Inc.	$200,000,000
Total	**$200,000,000**

Schedule 1.01B

PRINCIPAL OFFICES

Morgan Stanley Senior Funding, Inc.
1300 Thames Street, 4th floor
Thames Street Wharf
Baltimore, Maryland 21231

email: msagency@morganstanley.comSchedule 1.01C

AUCTION PROCEDURES

*This outline is intended to summarize certain basic terms of procedures with respect to Dutch Auctions pursuant to and in accordance with the terms and conditions of Section 9.04(f) of the Credit Agreement to which this Schedule 1.01C is attached. It is not intended to be a definitive list of all of the terms and conditions of a Dutch Auction and all such terms and conditions shall be set forth in the applicable auction procedures documentation set for each Dutch Auction (the "**Offer Documents**"). None of the Administrative Agent, Morgan Stanley Senior Funding, Inc. (or, if Morgan Stanley Senior Funding, Inc. declines to act in such capacity, an investment bank of recognized standing selected by the Borrower) (the "**Auction Manager**") or any of their respective Affiliates makes any recommendation pursuant to the Offer Documents as to whether or not any Lender should sell by assignment any of its Term Loans pursuant to the Offer Documents (including, for the avoidance of doubt, by participating in the Dutch Auction as a Lender) or whether or not the Borrower or any Restricted Subsidiary should purchase by assignment any Term Loans from any Lender pursuant to any Dutch Auction. Each Lender*

~~*should make its own decision as to whether to sell by assignment any of its Term Loans and, if so, the principal amount of and price to be sought for such Term Loans. In addition, each Lender should consult its own attorney, business advisor or tax advisor as to legal, business, tax and related matters concerning any Dutch Auction and the Offer Documents. Capitalized terms not otherwise defined in this Schedule 1.01C have the meanings assigned to them in the Credit Agreement.*~~

~~**Summary**. The Borrower and any Restricted Subsidiary may purchase (by assignment) Term Loans on a non-pro rata basis by conducting one or more Dutch Auctions pursuant to the procedures described herein; provided that no more than one Dutch Auction may be ongoing at any one time.~~

~~**Notice Procedures**. In connection with each Dutch Auction, the Borrower or the applicable Restricted Subsidiary (as applicable, the "***Offeror***") will provide notification to the Auction Manager (for distribution to the applicable Lenders) of the Term Loans that will be the subject of the Dutch Auction by delivering to the Auction Manager a written notice (an "***Auction Notice***"). Each Auction Notice shall contain (i) the maximum principal amount of Term Loans the Offeror is willing to purchase (by assignment) in the Dutch Auction (the "***Auction Amount***"), which shall be no less than $5,000,000 or an integral multiple of $1,000,000 in excess of thereof, (ii) the range of discounts to par (the "***Discount Range***"), expressed as a range of prices per $1,000, at which the Offeror would be willing to purchase Term Loans in the Dutch Auction and (iii) the date on which the Dutch Auction will conclude, on which date Return Bids (as defined below) will be due at the time provided in the Auction Notice (such time, the "***Expiration Time***"), as such date and time may be extended upon notice by the Offeror to the Auction Manager prior to the then applicable Expiration Time. The Auction Manager will deliver a copy of the Offer Documents to each Lender promptly following completion thereof.~~

~~**Reply Procedures**. In connection with any Dutch Auction, each Lender holding Term Loans that are the subject of such Dutch Auction wishing to participate in such Dutch Auction shall, prior to the Expiration Time, provide the Auction Manager with a notice of participation (the "***Return Bid***", to be included in the Offer Documents) which shall specify (i) a discount to par that must be expressed as a price per $1,000 of Term Loans (the "***Reply Price***") within the Discount Range and (ii) the principal amount of Term Loans, in an amount not less than $1,000,000, that such Lender is willing to offer for sale at its Reply Price (the "***Reply Amount***"); provided, that each Lender may submit a Reply Amount that is less than the minimum amount and incremental amount requirements described above only if the Reply Amount comprises the entire amount of the Term Loans held by such Lender at such time. A Lender may only submit one Return Bid per Dutch Auction, but each Return Bid may contain up to three component bids, each of which may result in a separate Qualifying Bid (as defined below) and each of which will not be contingent on any other component bid submitted by such Lender resulting in a Qualifying Bid. In addition to the Return Bid, a participating Lender must execute and deliver, to be held by the Auction Manager, an assignment and acceptance in the form included in the Offer Documents which shall be in form and substance reasonably satisfactory to the Auction Manager and the Administrative Agent (the "***Auction Assignment and Acceptance***"). The Offeror will not purchase any Term Loans at a price that is outside of the applicable Discount Range, nor will any Return Bids (including any component bids specified therein) submitted at a price that is outside such applicable Discount Range be considered in any calculation of the Applicable Threshold Price (as defined below).~~

~~**Acceptance Procedures**. Based on the Reply Prices and Reply Amounts received by the Auction Manager, the Auction Manager, in consultation with the Offeror, will calculate the lowest purchase price (the "***Applicable Threshold Price***") for the Dutch Auction within the Discount Range for the Dutch Auction that will allow the Offeror to complete the Dutch Auction by purchasing the full Auction Amount (or such lesser amount of Term Loans for which the Offeror has received Qualifying Bids). Subject to "Proration Procedures" below, the Offeror shall purchase (by assignment) Loans from~~

each Lender whose Return Bid is within the Discount Range and contains a Reply Price that is equal to or less than the Applicable Threshold Price (each, a "***Qualifying Bid***"). All principal amount of Term Loans included in Qualifying Bids received at a Reply Price lower than the Applicable Threshold Price will be purchased at a purchase price equal to the applicable Reply Price and shall not be subject to proration. If a Lender has submitted a Return Bid containing multiple component bids at different Reply Prices, then all Term Loans of such Lender offered in any such component bid that constitutes a Qualifying Bid with a Reply Price lower than the Applicable Threshold Price shall also be purchased at a purchase price equal to the applicable Reply Price and shall not be subject to proration.

Proration Procedures. All Term Loans offered in Return Bids (or, if applicable, any component bid thereof) constituting Qualifying Bids equal to the Applicable Threshold Price will be purchased at a purchase price equal to the Applicable Threshold Price; provided that if the aggregate principal amount of all Term Loans for which Qualifying Bids have been submitted in any given Dutch Auction equal to the Applicable Threshold Price would exceed the remaining portion of the Auction Amount (after deducting all Term Loans purchased below the Applicable Threshold Price), the Offeror shall purchase the Term Loans for which the Qualifying Bids submitted were at the Applicable Threshold Price ratably based on the respective principal amounts offered and in an aggregate amount up to the amount necessary to complete the purchase of the Auction Amount. For the avoidance of doubt, no Return Bids (or any component thereof) will be accepted above the Applicable Threshold Price.

Notification Procedures. The Auction Manager will calculate the Applicable Threshold Price no later than the next Business Day after the date that the Return Bids were due. The Auction Manager will insert the amount of Term Loans to be assigned and the applicable settlement date determined by the Auction Manager in consultation with the Offeror onto each applicable Auction Assignment and Acceptance received in connection with a Qualifying Bid. Upon written request of the submitting Lender, the Auction Manager will promptly return any Auction Assignment and Acceptance received in connection with a Return Bid that is not a Qualifying Bid.

Additional Procedures. Once initiated by an Auction Notice, the Offeror may withdraw a Dutch Auction by written notice to the Auction Manager so long as no Qualifying Bids have been received by the Auction Manager. Any Return Bid (including any component bid thereof) delivered to the Auction Manager may not be modified, revoked, terminated or cancelled; provided that a Lender may modify a Return Bid at any time prior to the Expiration Time solely to reduce the Reply Price included in such Return Bid. However, a Dutch Auction shall become void if the Offeror fails to satisfy one or more of the conditions to the purchase of Term Loans set forth in Section 9.04(f) of the Credit Agreement, as applicable, or to otherwise comply with any of the provisions of such Section 9.04(f). The purchase price for all Term Loans purchased in a Dutch Auction shall be paid in cash by the Offeror directly to the respective assigning Lender on a settlement date as determined by the Auction Manager in consultation with the Offeror (which shall be no later than ten (10) Business Days after the final date Return Bids are due), along with accrued and unpaid interest (if any) on the applicable Term Loans up to the settlement date. The Offeror shall execute each applicable Auction Assignment and Acceptance received in connection with a Qualifying Bid.

All questions as to the form of documents and validity and eligibility of Term Loans that are the subject of a Dutch Auction will be determined by the Auction Manager and the Offeror, and their determination will be conclusive, absent manifest error. The Auction Manager's and the Offeror's interpretation of the terms and conditions of the Offer Document will be final and binding.

None of the Administrative Agent, the Auction Manager, any other Agent or any of their respective affiliates assumes any responsibility for the accuracy or completeness of the information

~~concerning the Borrower, the Subsidiaries or any of their Affiliates contained in the Offer Documents or otherwise or for any failure to disclose events that may have occurred and may affect the significance or accuracy of such information.~~

~~The Auction Manager acting in its capacity as such under a Dutch Auction shall be entitled to the benefits of the provisions of Article VIII and Section 8.05 of the Credit Agreement to the same extent as if each reference therein to the "Administrative Agent" were a reference to the Auction Manager, and the Administrative Agent shall cooperate with the Auction Manager as reasonably requested by the Auction Manager in order to enable it to perform its responsibilities and duties in connection with each Dutch Auction.~~

~~This Schedule 1.01C shall not require the Borrower or any Restricted Subsidiary to initiate any Dutch Auction, nor shall any Lender be obligated to participate in any Dutch Auction.Schedule 1.01D~~

~~INITIAL MORTGAGED PROPERTIES~~

~~11, 12 and 15 Elizabeth Drive, Chelmsford, Massachusetts 01824.~~

~~Schedule 2.15~~

~~PAYMENT INSTRUCTIONS~~

ANNEX II

2018 Incremental Term B Loan Commitments

2018 INCREMENTAL TERM B LENDER	2018 INCREMENTAL TERM B LOAN COMMITMENT
Morgan Stanley Senior Funding, Inc.	$350,000,000
TOTAL	**$350,000,000**

Exhibit 99.1

Brooks Automation Announces Completion of GENEWIZ Acquisition

CHELMSFORD, Mass., November 15, 2018 – Brooks Automation, Inc. (Nasdaq: BRKS), a leading worldwide provider of automation and cryogenic solutions for multiple markets including semiconductor manufacturing and life sciences, announced today that it has closed its previously announced acquisition of GENEWIZ Group.

GENEWIZ, headquartered in Plainfield, New Jersey, is a leading provider of gene sequencing and synthesis services for more than 4,000 institutional customers worldwide and is supported by their global network of laboratories spanning the United States, China, Japan, Germany and the United Kingdom.

The Company will provide additional information on the GENEWIZ business in their upcoming earnings call on November 19, 2018. Instructions for listening to the call can be found at www.brooks.com/company/investors.

About Brooks Automation, Inc.

Brooks is a leading worldwide provider of automation and cryogenic solutions for multiple markets including semiconductor manufacturing and life sciences. Brooks' technologies, engineering competencies and global service capabilities provide customers speed to market and ensure high uptime and rapid response, which equate to superior value in their mission-critical controlled environments. Since 1978, Brooks has been a leading partner to the global semiconductor manufacturing market and since 2011 Brooks has applied its automation and cryogenics expertise to meet the sample storage needs of customers in the life sciences industry. Brooks' life sciences offerings include a broad range of products and services for on-site infrastructure for sample management in -20°C to -190°C temperatures, as well as comprehensive outsource service solutions across the complete life cycle of biological samples including collection, transportation, processing, storage, protection, retrieval and disposal. Brooks is headquartered in Chelmsford, MA, with operations in North America, Europe and Asia. For more information, visit www.brooks.com.

About GENEWIZ Group

GENEWIZ is a global provider of genomics services enabling research scientists within pharmaceutical, biotechnology, agriculture, environmental and clean energy, academic, and government institutions to advance their discoveries. The company was founded in 1999 by Dr. Steve Sun and Dr. Amy Liao and today serves over 4,000 customers globally. Customers rely on the unique and proprietary genomics technologies and services backed by GENEWIZ's specialized experts in Sanger sequencing, next generation sequencing, gene synthesis, molecular biology, bioinformatics, and GLP regulatory-compliant services. Headquartered in South Plainfield, NJ, GENEWIZ operates a network of laboratories in Boston, MA; Washington, D.C. Metro; Research Triangle Park, NC; San Diego, CA; San Francisco, CA; and Seattle,

WA. International locations include Beijing, Suzhou, Tianjin, and Guangzhou, China; Takeley, United Kingdom; Leipzig, Germany; and Tokyo, Japan. For more information, visit www.genewiz.com and follow them on LinkedIn, Twitter, Facebook, YouTube, WeChat, and Weibo.

"Safe Harbor Statement" under Section 21E of the Securities Exchange Act of 1934

Some statements in this release are forward-looking statements made under Section 21E of the Securities Exchange Act of 1934. These statements are neither promises nor guarantees but involve risks and uncertainties, both known and unknown, that could cause Brooks' financial and business results to differ materially from our expectations. They are based on the facts known to management at the time they are made. These forward-looking statements include, but are not limited to, statements about the anticipated benefits of the acquisition of GENEWIZ Group and the expected future capabilities of the combined companies. Factors that could cause results to differ from our expectations include the following: unexpected costs, charges or expenses resulting from the transaction; and potential adverse reactions or changes to business relationships resulting from the announcement or completion of the transaction. In addition, actual results are subject to other risks that relate more broadly to Brooks' overall business, including those that we have described in our filings with the Securities and Exchange Commission, including but not limited to our Annual Report on Form 10-K, current reports on Form 8-K and our quarterly reports on Form 10-Q. As a result we can provide no assurance that our future results will not be materially different from those projected. Brooks expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any such statement to reflect any change in our expectations or any change in events, conditions or circumstances on which any such statement is based. Brooks undertakes no obligation to update the information contained in this press release.

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