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): February 11, 2022

Mednax, Inc.

(Exact name of Registrant as Specified in Its Charter)

Florida	**001-12111**	**26-3667538**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

1301 Concord Terrace Sunrise, Florida	**33323**
(Address of Principal Executive Offices)	**(Zip Code)**

Registrant's Telephone Number, Including Area Code: 954 384-0175

(Former Name or Former Address, if Changed Since Last Report)

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

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

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

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

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

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $.01 per share	MD	The New York Stock Exchange

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

Senior Notes Issuance

On February 11, 2022, Mednax, Inc., a Florida corporation (the "Company"), issued $400 million aggregate principal amount of 5.375% senior unsecured notes due 2030 (the "Notes") pursuant to the Company's existing base indenture, dated December 8, 2015, (as supplemented and amended prior to the date hereof, the "Base Indenture"), as further supplemented by the Seventh Supplemental Indenture, dated February 11, 2022 (the "Seventh Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), by and among the Company, U.S. Bank Trust Company, National Association, as trustee (the "Trustee") and certain of the Company's subsidiaries and affiliates as guarantors (the "Guarantors").

The net proceeds received by the Company from the sale of the Notes was approximately $394.5 million, after deducting discounts and estimated offering expenses payable by the Company, and was used, along with approximately $350 million received under the Credit Agreement (as defined below) and cash on hand, to redeem all of the Company's outstanding 6.250% Senior Notes due 2027.

The Notes are senior unsecured obligations of the Company and are guaranteed on a senior unsecured basis by the Guarantors. The Notes mature on February 15, 2030, and interest on the Notes will accrue at the rate of 5.375% per annum, payable semiannually in cash on February 15 and August 15 of each year, with an initial interest payment on August 15, 2022.

At any time prior to February 15, 2025, the Company may redeem all or any part of the Notes, upon not less than 15 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount thereof, plus the applicable "make-whole" premium and accrued and unpaid interest to (but not including) the redemption date. On or after February 15, 2025, the Company may redeem all or a part of the Notes upon not less than 15 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest, if any, on the Notes redeemed, to (but not including) the applicable redemption date, if redeemed during the twelve-month period beginning on February 15 of the years indicated below:

Period	Redemption Price
2025	102.688%
2026	101.344%
2027 and thereafter	100.000%

In addition, before February 15, 2025, the Company may redeem up to 35% of the aggregate principal amount of the Notes with the net proceeds of certain equity offerings at a redemption price equal to 105.375% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any, on the Notes redeemed, to (but not including) the applicable redemption date.

The Company is not required to make mandatory redemption or sinking fund payments with respect to the Notes; provided that upon the occurrence of a change in control of the Company (as defined in the Indenture), each holder will have the right to require the Company to repurchase all or any part of that holder's Notes at a purchase price equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to (but not including) the date of purchase.

The Indenture, among other things, limits the Company's and its subsidiaries' ability to (1) incur liens and (2) enter into sale and lease-back transactions, and also limits the Company's and the Guarantors' ability to merge or dispose of all or substantially all of their assets, in all cases, subject to a number of customary exceptions. The Indenture provides for customary events of default (subject in certain cases to customary grace and cure periods), including nonpayment, breach of covenants in the Indenture, payment defaults, a failure to pay certain judgments and certain events of bankruptcy and insolvency. Generally, if an event of default occurs, the Trustee or holders of at least 25% in aggregate principal amount of the Notes then outstanding may declare the principal of and premium, if any, and accrued interest, if any, on the Notes to be due and payable immediately.

The Notes were sold to certain initial purchasers (the "Initial Purchasers") in a private offering that was exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"). The Notes are expected to be resold by the Initial Purchasers in the United States to qualified institutional buyers pursuant to Rule 144A under the Securities Act and outside the United States to non-U.S. persons pursuant to Regulation S under the Securities Act. The Notes may not be reoffered or resold in the United States absent registration or an applicable exemption from applicable registration requirements.

Senior Unsecured Credit Agreement

Also on February 11, 2022 (the "Credit Agreement Closing Date"), the Company entered into Amendment No. 4 to Credit Agreement (the "Amendment"), by and among the Company, the Guarantors, Bank of America, N.A. as the administrative agent, and the several banks and other financial institutions party thereto as lenders. The Amendment amends and restates in its entirety that certain Credit Agreement, dated as of October 30, 2017, as amended by Amendment No. 1 to Credit Agreement, dated as of November 21,

2018, Amendment No. 2 to Credit Agreement, dated as of March 28, 2019, and Amendment No. 3 to Credit Agreement, dated as of March 25, 2020 (as amended by the Amendment, the "Credit Agreement"), by and among the Company, JP Morgan Chase Bank, N.A., as administrative agent, the Guarantors and the lenders and other parties thereto, in order to, among other things, (i) refinance the prior unsecured revolving credit facility with a $450 million unsecured revolving credit facility, including a $37.5 million sub-facility for the issuance of letters of credit ("the Revolving Credit Line"), and a new $250 million term A loan facility (the "Term A Loan") and (ii) remove JPMorgan Chase Bank, N.A. as administrative agent, and appoint Bank of America, N.A. as the administrative agent for the lenders under the Credit Agreement.

In addition, the Company may increase the principal amount of the Revolving Credit Line or incur additional term loans under the Credit Agreement in an aggregate principal amount such that on a pro forma basis after giving effect to such increase or additional term loans, the Company is in compliance with the financial covenants, subject to the satisfaction of specified conditions and additional caps in the event that the Credit Agreement is secured.

The Credit Agreement matures on February 11, 2027 (the "Maturity Date") and is guaranteed on an unsecured basis by the Guarantors. The Term A Loan will amortize in equal quarterly installments, commencing with the second quarter of 2022, in an aggregate annual amount equal to 5.0% per annum until the third anniversary of the Credit Agreement Closing Date, 7.5% per annum after the third anniversary of the Credit Agreement Closing Date until the fourth anniversary of the Credit Agreement Closing Date and 10.0% per annum after the fourth anniversary of the Credit Agreement Closing Date and prior to the Maturity Date, with the remaining outstanding balance due on the Maturity Date. The Company may voluntarily prepay outstanding loans under the Revolving Credit Line or Term A Loan at any time without premium or penalty subject to customary "breakage" costs.

At the Company's option, borrowings under the Credit Agreement bear interest at (i) the Alternate Base Rate (defined as the highest of (a) the prime rate as announced by Bank of America, N.A., (b) the Federal Funds Rate plus 0.50% and (c) Term SOFR for an interest period of one month plus 1.00% with a 1.00% floor) plus an applicable margin rate of 0.50% for the first two fiscal quarters after, and thereafter at an applicable margin rate ranging from 0.125% to 0.750% based on the Company's consolidated net leverage ratio or (ii) Term SOFR rate (calculated as the Secured Overnight Financing Rate published on the applicable Reuters screen page plus a spread adjustment of 0.10%, 0.15% or 0.25% depending on if the Company selects a one-month, three-month or six-month interest period, respectively, for the applicable loan with a 0% floor), plus an applicable margin rate of 1.50% for the first two full fiscal quarters, and thereafter at an applicable margin rate ranging from 1.125% to 1.750% based on the Company's consolidated net leverage ratio. The Credit Agreement also provides for other customary fees and charges, including an unused commitment fee with respect to the Revolving Credit Line ranging from 0.150% to 0.200% of the unused lending commitments under the Revolving Credit Line, based on the Company's consolidated net leverage ratio.

The Credit Agreement contains customary covenants and restrictions, including covenants that require the Company to maintain a minimum interest coverage ratio, a maximum consolidated total net leverage ratio and to comply with laws, and restrictions on the ability to pay dividends, incur indebtedness or liens and make certain other distributions subject to baskets and exceptions, in each case, as specified therein. The Credit Agreement includes various customary remedies for the lenders following an event of default, including the acceleration of repayment of outstanding amounts under the Credit Agreement.

The foregoing summary of the Notes and the Indenture and the Credit Agreement are subject to, and qualified in their entirety by, the full text of the Notes, the Base Indenture, the Seventh Supplemental Indenture and the Amendment, which are attached hereto as Exhibit 4.1, Exhibit 4.2, Exhibit 4.3 and Exhibit 10.1 respectively, and are incorporated herein by reference.

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

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

Item 7.01 Regulation FD Disclosure.

On February 14, 2022, the Company issued a press release announcing the sale of the Notes and the entrance into the Amendment, a copy of which is furnished as Exhibit 99.1 to this Current Report on Form 8-K. The information furnished in this Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1 hereto, shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

EXHIBIT INDEX

Exhibit No.	Description of Exhibit
4.1	Form of 5.375% Senior Notes due 2030 (incorporated by reference to Exhibit A of the Seventh Supplemental Indenture filed as Exhibit 4.3 to this Current Report on Form 8-K).
4.2	Base Indenture, dated as of December 8, 2015, by and between Mednax, Inc. and U.S. Bank National Association (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on December 8, 2015).
4.3	Seventh Supplemental Indenture, dated as of February 11, 2022, by and among Mednax, Inc., certain of the Company's subsidiaries and affiliates and U.S. Bank Trust Company, National Association.
10.1†	Amendment No.4, dated as of February 11, 2022, to the Credit Agreement, dated as of October 30, 2017, by and among Mednax, Inc., certain of its domestic subsidiaries from time to time party thereto as guarantors, the lenders party thereto and Bank of America, N.A., as Administrative Agent.
99.1	Press Release of Mednax, Inc. dated February 14, 2022.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

† Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Item 601(a)(5) of Regulation S-K. The registrant agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.

SIGNATURES

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

Mednax, Inc.

Date: February 14, 2022

By: /s/ C. Marc Richards
C. Marc Richards
Chief Financial Officer

Exhibit 4.3

MEDNAX, INC.

TO

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

As Trustee

GUARANTEED TO THE EXTENT SET FORTH HEREIN BY THE GUARANTORS NAMED HEREIN

SEVENTH SUPPLEMENTAL INDENTURE

Dated as of February 11, 2022

to the

INDENTURE

Dated as of December 8, 2015

5.375% SENIOR NOTES DUE 2030

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SEVENTH SUPPLEMENTAL INDENTURE

5.375% Senior Notes due 2030

THIS SEVENTH SUPPLEMENTAL INDENTURE, dated as of February 11, 2022 (this "**Supplemental Indenture**"), by and among **MEDNAX, INC.**, a Florida Corporation (the "**Company**"), the guarantors listed on Schedule A hereto, as such schedule may be amended form time to time (collectively, the "**Guarantors**" and each, a "**Guarantor**"), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association, as trustee hereunder (the "**Trustee**").

RECITALS OF THE COMPANY:

WHEREAS, the Company and the Trustee have heretofore entered into an Indenture dated as of December 8, 2015 (as it may be amended or supplemented, the "**Base Indenture**" and, together with this Supplemental Indenture, the "**Indenture**") providing for (i) the issuance by the Company from time to time of its senior debt securities evidencing its unsecured and unsubordinated indebtedness, in an unlimited aggregate principal amount, in one or more series (collectively, the "**Securities**" and each, a "**Security**") and (ii) the Guarantee of such Securities by the Guarantors;

WHEREAS, Section 901(7) of the Base Indenture provides for the Company, the Guarantors and the Trustee to enter into an indenture supplemental to the Base Indenture to establish the form and terms of Securities of any series as provided by Sections 201 and 301 of the Base Indenture and the form and terms of Guarantees as provided by Sections 1701 and 301 of the Base Indenture, without the consent of the Holders of any Securities;

WHEREAS, for its lawful corporate purposes, the Company has duly authorized the issue of up to $400,000,000 aggregate principal amount of its 5.375% Senior Notes due 2030 (together with the Guarantees thereof, the "**Notes**");

WHEREAS, in order to provide the terms and conditions upon which the Notes are to be authenticated, issued and delivered, the Board of Directors of the Company and each of the Guarantors has duly authorized the execution and delivery of this Supplemental Indenture; and

WHEREAS, the Notes, the certificate of authentication to be borne by the Notes, and a form of assignment are to be substantially in the forms hereinafter provided for;

WHEREAS, all acts and things necessary to make this Supplemental Indenture a valid agreement of each of the Company and the Guarantors according to its terms have been done and performed; and

WHEREAS, all acts and things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee as provided in the Base Indenture and this Supplemental Indenture, the valid and binding obligations of the Company have been done and performed.

NOW THEREFORE, SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises and of the covenants contained herein and in the Base Indenture, the Company, the Guarantors and the Trustee covenant and agree, for the equal and proportionate benefit of all Holders of the Notes issued on or after the date of this Supplemental Indenture, as follows:

ARTICLE I

RELATION TO BASE INDENTURE; DEFINITIONS

Section 1.01. Relation to Base Indenture. The changes, modifications and supplements to the Base Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and shall only govern the terms of, the Notes, which may be issued from time to time, and shall not apply to any other Securities that may be issued under the Base Indenture unless a supplemental indenture with respect to such other Securities specifically incorporates such changes, modifications and supplements. The provisions of this Supplemental Indenture shall supersede any corresponding or conflicting provisions and definitions in the Base Indenture.

Section 1.02. Definitions. For all purposes of this Supplemental Indenture, except as otherwise expressly provided for or unless the context otherwise requires:

(a) Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Base Indenture;

(b) Terms defined both herein and in the Base Indenture shall have the meanings assigned to them herein;

(c) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture; and

(d) All other terms used in this Supplemental Indenture, which are defined in the Trust Indenture Act or which are by reference therein defined in the Securities Act (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the meanings assigned to such terms in said Trust Indenture Act and in said Securities Act as in force at the date of the execution of this Supplemental Indenture. The words "herein," "hereof," "hereunder," and words of similar import refer to this Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision. The terms defined in this Article include the plural as well as the singular.

"**Additional Notes**" shall have the meaning specified in Section 2.07.

"**Affiliate**" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "*control*," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "*controlling*," "*controlled by*" and "*under common control with*" have correlative meanings.

"**Agent Members**" shall have the meaning specified in Section 2.05(a).

"**Applicable Redemption Premium**" means, with respect to any Note on any redemption date, the excess of

(a) the present value at such redemption date of (x) the redemption price of such note if such Note were redeemed on February 15, 2025 plus (y) all required and unpaid interest

payments due on such Note through February 15, 2025, in each case computed using a discount rate equal to the Treasury Rate at such redemption date plus 50 basis points, over

(b) the then-outstanding principal amount of the Note.

"**Attributable Indebtedness**" means, with respect to any Sale and Lease-Back Transaction, at the time of determination, the lesser of (1) the sale price of the property so leased multiplied by a fraction the numerator of which is the remaining portion of the base term of the lease included in such transaction and the denominator of which is the base term of such lease, and (2) the total obligation (discounted to the present value at the implicit interest factor, determined in accordance with GAAP, included in the rental payments) of the lessee for rental payments (other than amounts required to be paid on account of property taxes as well as maintenance, repairs, insurance, water rates and other items which do not constitute payments for property rights) during the remaining portion of the base term of the lease included in such transaction. Notwithstanding the foregoing, if such Sale and Lease-Back Transaction results in a Capital Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of "Capital Lease Obligation."

"**Authentication Order**" has the meaning set forth in Section 2.01.

"**Beneficial Owner**" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition. The terms "*Beneficially Owns*" and "*Beneficially Owned*" have a corresponding meaning.

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

"**Change of Control**" means the occurrence of any of the following:

(a) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its Subsidiaries taken as a whole (other than any Qualified Securitization Financing in accordance with the terms of the Indenture) to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act);

(b) the adoption of a plan relating to the liquidation or dissolution of the Company; or

(c) the Company becoming aware of (by way of a report or other filing pursuant to Section 13(d) of the Exchange Act, proxy, written notice or otherwise) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as defined above) becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of the Company, measured by voting power rather than number of shares.

"**Change of Control Offer**" has the meaning set forth in Section 9.02.

"**Change of Control Payment**" has the meaning set forth in Section 9.02.

"**Change of Control Payment Date**" has the meaning set forth in Section 9.02.

"**Close of Business**" means 5:00 p.m. (New York City time).

"**Company**" means the Person named as the "Company" in the first paragraph of this Supplemental Indenture until a successor corporation shall have become such pursuant to the applicable provisions of the Indenture, and thereafter "Company" shall mean such successor corporation.

"**Consolidated Net Income"** means, for any period, with respect to any Person, net income attributable to such Person and its Subsidiaries on a consolidated basis, as determined in accordance with GAAP; *provided* that Consolidated Net Income for any such period shall exclude, without duplication,

(a) any net after-tax extraordinary gains, losses or charges,

(b) the cumulative effect of a change in accounting principle(s) during such period,

(c) any net after-tax gains or losses realized upon the disposition of assets outside the ordinary course of business (including any gain or loss realized upon the disposition of any Capital Stock of any Person) and any net gains or losses on disposed, abandoned and discontinued operations (including in connection with any disposal thereof) and any accretion or accrual of discounted liabilities,

(d) the income or loss of any Person accrued prior to the date it becomes a Subsidiary of such Person or is merged into or consolidated with such Person or any Subsidiary of such Person or the date that such other Person's assets are acquired by such Person or any Subsidiary of such Person,

(e) non-cash compensation charges, including any such charges arising from stock options, restricted stock grants or other equity incentive programs of the Company or any direct or indirect parents in connection with the Transactions,

(f) (i) any charges or expenses pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement, any stock subscription or shareholder agreement or any distributor equity plan or agreement and (ii) any charges, costs, expenses, accruals or reserves in connection with the rollover, acceleration or payout of Capital Stock held by management of the Company and its Subsidiaries; *provided*, *however*, that in order to exclude from Consolidated Net Income any cash charges, cash costs and cash expenses arising under (i) or (ii) they must be funded with cash proceeds contributed to the capital of the Company or any direct or indirect parent of the Company or net cash proceeds of an issuance of Capital Stock (other than Disqualified Stock) of the Company or any direct or indirect parent of the Company,

(g) any net income or loss attributable to the early extinguishment of Indebtedness,

(h) effects of any adjustments (including the effects of such adjustments pushed down to the Subsidiaries of the Company) in the inventory, property and equipment, software, goodwill, other intangible assets, in-process research and development, deferred revenue, debt line items, any earn-out obligations and any other non-cash charges (other than the amortization

of unfavorable operating leases) in such Person's consolidated financial statements pursuant to GAAP resulting from the application of purchase accounting in relation to any consummated acquisition or any joint venture investments or the amortization or write-off of any such amounts,

(i) any impairment charge or asset write-off or write-down, including impairment charges or asset write-offs or write-downs related to goodwill, intangible assets, long-lived assets, investments in debt and equity securities or obligations (including any losses with respect to obligations of customers, account debtors and suppliers in bankruptcy, insolvency or similar proceedings) or as a result of a change in law or regulation, in each case, pursuant to GAAP,

(j) any net gain or loss resulting from currency translation gains or losses related to currency remeasurements of Indebtedness (including any net loss or gain resulting from hedge agreements for currency exchange risk) and any foreign currency translation gains or losses,

(k) any net unrealized gains and losses resulting from obligations under Hedging Obligations or other derivative instruments entered into for the purpose of hedging interest rate risk and the application of Financial Accounting Standards Board Accounting Standards Codification Topic 815, "Derivatives and Hedging," as such Topic may be amended, updated, or supplemented from time to time,

(l) any fines, penalties or settlements payable to any governmental authority or agency (other than in respect of taxes), and

(m) Transaction Expenses.

In addition, to the extent not already included in the Consolidated Net Income of such Person and its Subsidiaries, notwithstanding anything to the contrary in the foregoing (but without duplication of any of the foregoing exclusions and adjustments), Consolidated Net Income shall include the amount of proceeds received from business interruption insurance in respect of expenses, charges or losses with respect to business interruption and reimbursements of any expenses and charges to the extent reducing Consolidated Net Income that are actually received and covered by indemnification or other reimbursement provisions or, so long as the Company has made a determination that there exists reasonable expectation that such amount will in fact be reimbursed by the insurer and only to the extent that such amount is in fact reimbursed within 365 days of the date of such determination (with a reversal in the applicable future period for any amount so included to the extent not so reimbursed within such 365-day period). Consolidated Net Income shall exclude any income or loss attributable to a joint venture or other investee (other than dividends or distributions received in cash or cash equivalents from such joint venture or investee by the Company or a Subsidiary) to the extent the financial results of such joint venture or investee are not consolidated with the financial results of the Company.

"**Consolidated Secured Debt Ratio**" means, as of any date of determination, the ratio of (1) the aggregate amount of Funded Debt then outstanding that is secured by Liens (excluding Permitted Liens other than Liens incurred pursuant to clauses (12) or (27) of the definition thereof) as of such date of determination to (2) EBITDA for the most recent four consecutive fiscal quarters for which internal consolidated financial statements of the Company are available, in each case, for the Company and its Subsidiaries with pro forma and other adjustments to each of Funded Debt and EBITDA to reflect any incurrences or repayments of Funded Debt and any acquisitions or dispositions of businesses or assets since the beginning of such four consecutive fiscal quarter period (which pro forma and other adjustments will be determined in good faith by a responsible financial or accounting officer of the Company and shall not be required to be made in accordance with Regulation S-X promulgated by the SEC) provided that,

without duplication, the EBITDA attributable to discontinued operations, as determined in accordance with the GAAP, will be excluded.

In the event that the Company or any Subsidiary incurs, assumes, guarantees, redeems, retires or extinguishes any Indebtedness (other than, for purposes of calculating EBITDA only, Indebtedness incurred under any revolving credit facility unless such Indebtedness has been permanently repaid and has not been replaced) subsequent to the commencement of the period for which the Consolidated Secured Debt Ratio is being calculated but prior to or simultaneously with the event for which the calculation of the Consolidated Secured Debt Ratio is made (the "**Consolidated Secured Debt Ratio Calculation Date**"), then the Consolidated Secured Debt Ratio shall be calculated giving *pro forma* effect to such incurrence, assumption, guarantee, redemption, retirement or extinguishment of Indebtedness, as if the same had occurred at the beginning of the applicable four-quarter period.

For purposes of making the computation referred to above, investments, acquisitions, dispositions, mergers, amalgamations, consolidations and discontinued operations (as determined in accordance with GAAP), in each case with respect to an operating unit of a business, and other operational changes that the Company or any of the Subsidiaries has determined to make and/or made during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Consolidated Secured Debt Ratio Calculation Date shall be calculated on a *pro forma* basis in accordance with GAAP assuming that all such investments, acquisitions, dispositions, mergers, amalgamations, consolidations, discontinued operations and other operational changes (and the change in EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person that subsequently became a Subsidiary or was merged with or into the Company or any of the Subsidiaries since the beginning of such period shall have made any investment, acquisition, disposition, merger, amalgamation, consolidation, discontinued operation or operational change, in each case with respect to an operating unit of a business, that would have required adjustment pursuant to this definition, then the Consolidated Secured Debt Ratio shall be calculated giving *pro forma* effect thereto for such period as if such investment, acquisition, disposition, merger, consolidation, discontinued operation or operational change had occurred at the beginning of the applicable four-quarter period.

For purposes of this definition, whenever *pro forma* effect is to be given to a transaction, the *pro forma* calculations shall be made in good faith by a responsible financial or accounting officer of the Company. If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Consolidated Secured Debt Ratio Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness). Any such *pro forma* calculation may include adjustments appropriate, in the reasonable determination of the Company as set forth in an Officers' Certificate, to reflect operating expense reductions and other financial and operating improvements or synergies reasonably expected to result from any acquisition, amalgamation, merger or operational change (including, to the extent applicable, from the Transactions).

Notwithstanding anything to the contrary, the aggregate amount of projected operating expense reductions, operating improvements and synergies included in any such *pro forma* calculation shall not exceed 15% of EBITDA (calculated before giving effect to such add-backs) for any four consecutive quarter period (which adjustments may be incremental to *pro forma* adjustments made pursuant to the immediately preceding paragraph).

For purposes of this definition, any amount in a currency other than U.S. dollars will be converted to U.S. dollars based on the average exchange rate for such currency for the most recent twelve

month period immediately prior to the date of determination determined in a manger consistent with that used in calculating EBITDA for the applicable period.

Notwithstanding anything in this definition to the contrary, when calculating the Consolidated Secured Debt Ratio in connection with a Limited Condition Transaction, at the option of the Company (the Company's election to exercise such option in connection with any Limited Condition Transaction, an "**LCT Election**"), the date of determination of whether any action is permitted hereunder shall be deemed to be the date the definitive agreements for such Limited Condition Transaction are entered into (the "**LCT Test Date**"), and if, after giving pro forma effect to the Limited Condition Transaction and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) as if they had occurred on the first day of the most recent test period ending prior to the LCT Test Date (except with respect to any incurrence or repayment of Indebtedness for purposes of the calculation of any leverage-based test or ratio, which shall in each case be treated as if they had occurred on the last day of such test period), the Company would have been permitted to take such action on the relevant LCT Test Date in compliance with such ratio, such ratio shall be deemed to have been complied with. For the avoidance of doubt, if the Company has made an LCT Election and such ratio for which compliance was determined or tested as of the LCT Test Date is exceeded as a result of fluctuations in such ratio including due to fluctuations in the total assets of the Company or the person subject to such Limited Condition Transaction, at or prior to the consummation of the relevant transaction or action, such ratio will not be deemed to have been exceeded as a result of such fluctuations.

If the Company has made an LCT Election for any Limited Condition Transaction, then in connection with any calculation of such ratio with respect to the incurrence of Liens (a "**Subsequent Transaction**") following the relevant LCT Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated or the date that the definitive agreement or irrevocable notice for such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, for purposes of determining whether such Subsequent Transaction is permitted under the Indenture, such ratio shall be required to be satisfied on a pro forma basis (i) assuming such Limited Condition Transaction and other transactions in connection therewith (including any incurrence of indebtedness and the use of proceeds thereof) have been consummated and (ii) assuming such Limited Condition Transaction and other transactions in connection therewith (including any incurrence of indebtedness and the use of proceeds thereof) have not been consummated.

"**Covenant Defeasance**" shall have the meaning set forth in Section 12.03.

"**Credit Agreement**" means the Credit Agreement, dated as of October 30, 2017, as amended by Amendment No. 1 to Credit Agreement, dated as of November 21, 2018, Amendment No. 2 to Credit Agreement, dated as of March 28, 2019, Amendment No. 3 to Credit Agreement, dated as of March 25, 2020, and Amendment No. 4 to Credit Agreement, dated as of the Issue Date (the "**Amendment**"), by and among the Company, the lenders parties thereto, Bank of America, N.A., as administrative agent, and the other agents, arrangers and lenders named therein, including any related notes, guarantees, collateral documents, instruments and agreements executed in connection therewith, and in each case as amended (including, without limitation, as to principal amount, changes to maturity or borrower or guarantor), modified, renewed, refunded, replaced or refinanced from time to time (whether or not with the original agents or lenders and whether or not contemplated under the original agreement relating thereto).

"**Debt Facilities**" means one or more debt facilities (including, without limitation, the Credit Agreement), commercial paper facilities or indentures, in each case with banks, institutional or other lenders or a trustee providing for revolving credit loans, term loans, receivables financing (including

through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables), letters of credit or debt securities, in each case, as amended (including, without limitation, as to principal amount), restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time (whether or not with the original agents or lenders or parties and whether or not contemplated under the original agreement relating thereto).

"**Default**" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"**Depositary**" means, with respect to the Global Notes, DTC or another Person designated as depository by the Company, which Person must be a clearing agency registered under the Exchange Act.

"**Disqualified Stock**" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 91 days after the date on which the Notes mature.

"**EBITDA**" means, for any period, the sum of (a) Consolidated Net Income, *plus* (b) an amount which, in the determination of Consolidated Net Income for such period, has been deducted in calculating Consolidated Net Income (except with respect to subclauses (viii) and (xiv) below) for, without duplication,

(i) interest expense and, to the extent not reflected in such interest expense, any losses with respect to obligations under any Hedging Obligations or other derivative instruments (including any applicable termination payment) entered into for the purpose of hedging interest rate risk, any bank and financing fees, any costs of surety bonds in connection with financing activities, commissions, discounts and other fees and charges owed with respect to letters of credit, bankers' acceptance or any similar facilities or financing and Hedging Obligations,

(ii) provision for taxes based on income or profits or capital, including, without limitation, federal, state, provincial, franchise, excise, withholding and similar taxes, including any penalties and interest relating to any tax examinations,

(iii) the total amount of depreciation and amortization expense, including expenses related to Capital Lease Obligations,

(iv) to the extent not prohibited hereunder, any costs and expenses incurred in connection with any investment, acquisition, disposition, equity issuance or debt issuance (including fees and expenses related to the Credit Agreement and any amendments, supplements and modifications thereof), including the amortization of deferred financing fees, debt issuance costs, commissions, fees and expenses (in each case, whether or not consummated),

(v) any costs, charges, accruals and reserves in connection with any integration, transition, facilities openings, vacant facilities, consolidations, relocations, closing, acquisitions, joint venture investments and dispositions, business optimization (including relating to systems design, upgrade and implementation costs), entry into new markets, including consulting fees, restructuring, severance, severance and curtailments or modifications to pension or postretirement employee benefit plans,

(vi) the amount of any expense or deduction associated with income of any Subsidiaries attributable to non-controlling interests or minority interest of third parties,

(vii) any non-cash charges, losses or expenses (including tax reclassification related to tax contingencies in a prior period and, subject to clause (d) below, including accruals and reserves in respect of potential or future cash items), but excluding, any non-cash charge relating to impairment, write-offs or write-downs of inventory or accounts receivable or representing amortization of a prepaid cash item that was paid but not expensed in a prior period,

(viii) cash actually received (or any netting arrangements resulting in reduced cash expenditures) during such period, and not included in Consolidated Net Income in any period, to the extent that the non-cash gain relating to such cash receipt or netting arrangement was deducted in the calculation of EBITDA pursuant to paragraph (c) below for any previous period and not added back,

(ix) unusual or non-recurring losses or charges,

(x) any net after-tax loss from the early extinguishment of Indebtedness or hedging obligations or other derivative instruments,

(xi) mark-to-market losses recognized pursuant to FASB ASC Topic 815 or any successor thereof, (xii) to the extent reimbursement therefor is actually received by the Company or a Subsidiary, expenses incurred to the extent covered by indemnification provisions in any agreement in connection with any acquisition,

(xiii) cash expenses incurred during such period in connection with casualty events to the extent such expenses are reimbursed in cash by insurance during such period, and

(xiv) the amount of "run-rate" cost savings and synergies projected by the Company in good faith to be realized as a result of specified actions taken or expected in good faith to be taken within 12 months following the end of such period (calculated on a pro forma basis as though such cost savings and synergies had been realized on the first day of such period), net of the amount of actual benefits realized during such period from such actions; *provided* that such cost savings and synergies are reasonably identifiable, factually supportable and certified by the chief financial officer or treasurer of the Company (it is understood and agreed that "run-rate" means the full recurring benefit for a period that is associated with any action taken or expected to be taken, *provided* that such benefit is expected to be realized within 12 months of taking such action), *minus*

(c) any non-cash items of income included during such period (other than with respect to (A) amortization of unfavorable operating leases and (B) payments actually received and the reversal of any accrual or reserve to the extent not previously added back in any prior period), *minus* (d) all cash payments made during such period on account of non-cash charges added to EBITDA pursuant to clause (b)(vii) above in such period or in a prior period; *minus* (e) the amount of income consisting of or associated with losses of any Subsidiary attributable to non-controlling interests or minority interests of third parties, *minus* (f) non-recurring or unusual gains.

"**Equity Holder**" shall mean any Person that owns Capital Stock of any Practice that is a party to any Management Agreement.

"**Equity Offering**" means any public or private sale by the Company for cash of its common stock or preferred stock (excluding Disqualified Stock).

"**Event of Default**" means, with respect to the Notes, any event specified in Section 5.01, continued for the period of time, if any, and after the giving of notice, if any, therein designated.

"**Financial Reports**" has the meaning set forth in Section 4.03.

"**Funded Debt**" means any Indebtedness for money borrowed (other than in connection with a Qualified Securitization Financing), whether created, issued, incurred, assumed or Guaranteed, that would, in accordance with GAAP, be classified as long-term debt, but in any event including all Indebtedness for money borrowed, whether secured or unsecured, maturing more than one year, or extendible at the option of the obligor to a date more than one year, after the date of determination thereof (excluding any amount thereof included in current liabilities other than Indebtedness incurred under a revolving credit facility).

"**Global Note**" shall have the meaning specified in Section 2.05(a).

"**Global Note Legend**" means a legend substantially in the form set forth in Exhibit C hereto.

"**Guarantee**" means a guarantee, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness, other than a guarantee by endorsement of negotiable instruments for collection in the ordinary course of business.

"**Guarantors**" means each Subsidiary of the Company that executes this Supplemental Indenture as a guarantor on the Issue Date and each other Subsidiary of the Company that thereafter guarantees the Notes pursuant to the terms of the Indenture; *provided* that upon the release and discharge of any Person from its Guarantee of the Notes in accordance with the Indenture, such Person shall cease to be a Guarantor.

"**Hedging Obligations**" means, with respect to any specified Person, the obligations of such Person under:

(a) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements; and

(b) other agreements or arrangements designed to protect such Person against fluctuations in interest rates, commodity prices or foreign exchange rates.

"**Indebtedness**" means, with respect to any specified Person, any indebtedness of such Person in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments.

Notwithstanding anything in the foregoing to the contrary, Indebtedness shall not include trade payables or accrued expenses for property or services incurred in the ordinary course of business, any liability for federal, state, local or other taxes or any settlements or judgments relating to governmental litigations and/or investigations.

The amount of any Indebtedness issued with original issue discount will be the accreted value of such Indebtedness.

"**Initial Notes**" means the Notes issued on the date of this Supplemental Indenture.

"**Initial Purchasers**" means BofA Securities, Inc., J.P. Morgan Securities LLC, Fifth Third Securities, Inc., Mizuho Securities USA LLC, MUFG Securities Americas Inc., PNC Capital Markets LLC, Regions Securities LLC, Truist Securities, Inc., Citizens Capital Markets, Inc. and U.S. Bancorp Investments, Inc.

"**Institutional Accredited Investor**" means an institution that is an "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act.

"**interest**" means, when used with reference to the Notes, any interest payable under the terms of the Notes.

"**Interest Payment Date**" means February 15 and August 15, of each year, beginning on August 15, 2022.

"**Issue Date"** means February 11, 2022.

"**Legal Defeasance**" shall have the meaning set forth in Section 12.02.

"**Lien**" means any liens, mortgages, pledges, security interests, charges or other encumbrances.

"**Limited Condition Transaction**" means an acquisition of any business, assets or properties of any nature whatsoever or Sale and Lease-Back Transaction whose consummation is not conditioned on the availability of, or on obtaining, third party financing, investment or redemption or repayment of indebtedness requiring irrevocable notice in advance of such redemption or repayment.

"**Limited Originator Recourse**" means a letter of credit, cash collateral account or other credit enhancement issued or provided for a similar purpose in connection with the incurrence of Indebtedness by a Securitization Subsidiary under a Qualified Securitization Financing.

"**Manager**" shall mean, with respect to any particular Management Agreement, the Company or its applicable Subsidiary that is a party to such Management Agreement as the administrative manager of the relevant medical practice or practices.

"**Management Agreement**" shall mean each agreement pursuant to which a Manager agrees to provide certain administrative services to a Practice.

"**Maturity Date**" means February 15, 2030.

"**Note**" or "**Notes**" shall have the meaning specified in the recitals of this Supplemental Indenture, and shall include any Additional Notes issued pursuant to Section 2.07.

"**Noteholder**" or "**Holder**" or "**holder**," as applied to any Note, or other similar terms (but excluding the term "beneficial holder"), means any person in whose name at the time a particular Note is registered on the Security Register.

"**Offering Memorandum"** means the Offering Memorandum of the Company, dated February 2, 2022, relating to the offering of the Notes.

"**Payment Default**" shall have the meaning set forth in Section 5.01(d).

"**Permitted Liens**" means:

(1) Liens in favor of the Company or any Subsidiary of the Company;

(2) Liens on property or Capital Stock of a Person existing at the time of the acquisition of such Person (whether by merger or consolidation or acquisition of stock or assets or otherwise) by the Company or any Subsidiary of the Company ; *provided*, *however*, that (a) the Indebtedness secured by such Lien was not incurred in contemplation of such acquisition, merger or consolidation in which such Person becomes a Subsidiary of the Company and (b) such Lien does not apply to any other property or assets owned by the Company or any Guarantor;

(3) Liens on property or Capital Stock existing at the time of acquisition thereof (whether by acquisition of stock or assets or otherwise) by the Company or any Subsidiary of the Company; *provided* that (a) the Indebtedness secured by the Lien was not incurred in contemplation of such acquisition and (b) such Lien does not apply to any other property or assets owned by the Company or any Guarantor;

(4) Liens securing all or any part of the purchase price of property acquired or cost of construction of property or cost of additions, substantial repairs, alterations or improvements of property, if the Indebtedness and the related Liens are incurred within 18 months of the later of such acquisition of property or completion of construction or additions, repairs, alterations or improvements, as the case may be, of such property;

(5) Liens existing on the Issue Date;

(6) Liens for taxes, assessments or governmental charges or claims which are not due and payable except for those being contested in good faith and 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;

(7) Liens securing any Hedging Obligations of the Company or any Subsidiary of the Company incurred in the ordinary course of business and not for speculative purposes;

(8) statutory Liens and other Liens imposed by law incurred in the ordinary course of business for sums not yet delinquent or being contested in good faith, if the Company or any applicable Subsidiaries shall have made any reserves or other appropriate provision required by GAAP and Liens arising in the ordinary course of business by virtue of any contractual, provision relating to landlord's Liens arising under leases of real property in the ordinary course of business;

(9) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, or with respect to regulatory requirements, letters of credit, bankers' acceptances, completion guarantees, or to secure the performance of tenders, other trade contracts (excluding Indebtedness), statutory obligations, surety and appeal bonds, bids, leases, government contracts, performance, return-of-money bonds, participation in government reimbursement programs and other similar obligations;

(10) Liens arising out of judgments or awards, so long as any appropriate legal proceedings which may have been duly initiated for the review of such judgment shall not have

been finally terminated or the period within which such proceedings may be initiated shall not have expired;

(11) easements, restrictions (including zoning and land-use restrictions), rights-of-way, encroachments, protrusions, and such other encumbrances or charges against, and minor title defects affecting, real property that, in the aggregate, do not materially interfere with the ordinary conduct of the business of the Company and its Subsidiaries;

(12) Liens given to secure Capital Lease Obligations and purchase money obligations (including obligations in respect of mortgage, industrial revenue bond, industrial development bond, and similar financings) to finance the purchase, repair or improvement of fixed or capital assets (and refinancings thereof) as permitted under the Credit Agreement in an aggregate amount not to exceed the greater of (A) $125 million and (B) 3.0% of Total Assets as of the end of a period of four (4) consecutive fiscal quarters; *provided* that such Liens do not extend to any property or asset (except for accessions thereto) which is not leased property subject to such Capital Lease Obligation or property financed by such purchase money obligations, as the case may be, and the proceeds and products thereof;

(13) bankers' liens with respect to the right of set-off arising in the ordinary course of business against amounts maintained in bank accounts or certificates of deposit in the name of the Company or any Subsidiary of the Company;

(14) any Lien granted to the trustee pursuant to the terms of the Indenture and any substantially equivalent Lien granted to the respective trustees under the indentures for other debt securities of the Company;

(15) any Lien consisting of a right of first refusal or option to purchase an ownership interest in any Subsidiary or to purchase assets of the Company or any Subsidiary, which right of first refusal or option is entered into in the ordinary course of business;

(16) Liens in favor of the United States of America or any state thereof, or any department, agency or instrumentality or political subdivision thereof, to secure partial, progress, advance or other payments;

(17) Liens on the Securitization Assets arising in connection with a Qualified Securitization Financing;

(18) (i) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business that do not (x) interfere in any material respect with the business of the Company or any Guarantor or (y) secure any Indebtedness for borrowed money or (ii) the rights reserved or vested in any Person by the terms of any lease, license, franchise, grant or permit held by the Company or any of its Subsidiaries or by a statutory provision, to terminate any such lease, license, franchise, grant or permit, or to require annual or periodic payments as a condition to the continuance thereof;

(19) Liens arising from Uniform Commercial Code financing statement filings regarding operating leases or consignments entered into by the Company or any Subsidiary in the ordinary course of business;

(20) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection, (ii) attaching to commodity trading

accounts or other commodities brokerage accounts incurred in the ordinary course of business; and (iii) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of set-off) and which are customary in the banking industry;

(21) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(22) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Company or any Guarantor to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business or (iii) relating to purchase orders and other agreements entered into with customers of the Company or any Guarantor in the ordinary course of business;

(23) Liens in favor of customs and revenue authorities imposed by applicable law arising in the ordinary course of business in connection with the importation of goods and securing obligations, in each case for sums not overdue by more than thirty (30) days (or if more than thirty (30) days overdue, no action has been taken to enforce such Lien) or which are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted;

(24) Liens on securities which are the subject of repurchase agreements entered into in the ordinary course of business;

(25) Liens on insurance policies and the proceeds thereof to secure the financing of such premiums and assignments of insurance or condemnation proceeds provided to landlords (or their mortgagees) pursuant to the terms of any lease and Liens or rights reserved in any lease for rent or for compliance with the terms of such lease;

(26) Liens arising out of conditional sale, title retention, consignment and similar arrangements for sales of goods entered into in the ordinary course of business;

(27) other Liens securing obligations incurred in the ordinary course of business which obligations do not exceed $100 million at any one time outstanding;

(28) restrictions on transfers of securities imposed by applicable securities laws or laws governing the practice of medicine;

(29) Liens arising under Restrictive Agreements;

(30) Any interest or title of a lessor, licensor or sublessor under any lease, license or sublease entered into by the Company or any Subsidiary thereof in the ordinary course of its business and covering only the assets so leased, licensed or subleased;

(31) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business; and

(32) Liens to secure any refinancing, refunding, extension, renewal or replacement (or successive refinancing, refunding, extensions, renewals or replacements) as a whole or in part, of any Indebtedness secured by any Lien permitted by the Indenture; *provided*, *however*, that the

principal amount of Indebtedness secured thereby and not otherwise authorized above shall not exceed the maximum amount of Indebtedness allowable under the applicable agreement or credit facility providing for or evidencing such Indebtedness, plus any premium or fee payable in connection with any such extension, renewal, replacement or refunding, at the time of such extension, renewal, replacement or refunding.

"**Physical Notes**" means certificated Notes in registered form.

"**Practice**" shall mean that Person party to any Management Agreement that is not the Manager under such Management Agreement and that engages in the practice of providing medical services or of owning the Capital Stock of other Persons engaged in the practice of providing medical services.

"**Principal Personal & Real Property**" means any personal or real property (including, for the avoidance of doubt, accounts receivable and inventory) other than property that, in the opinion of the Company's Board of Directors, expressed in a resolution, is not of material importance to the total business conducted by the Company and its Subsidiaries, taken as a whole.

"**Private Placement Legend**" means a legend substantially in the form set forth in Exhibit B hereto.

"**Qualified Institutional Buyer**" shall have the meaning specified in Rule 144A promulgated under the Securities Act.

"**Qualified Securitization Financing**" means any Securitization Financing of a Securitization Subsidiary that meets the following conditions: (a) such Qualified Securitization Financing (including financing terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the Company and the Securitization Subsidiary, (b) all sales and/or contributions of Securitization Assets and related assets to the Securitization Subsidiary are made at fair market value and (c) the financing terms, covenants, termination events and other provisions thereof, including any Standard Securitization Undertakings, shall be market terms, in each case as determined by the Company in good faith. The grant of a security interest in any Securitization Assets of the Company or any of its Subsidiaries (other than a Securitization Subsidiary) to secure Indebtedness under the Indenture prior to engaging in any Securitization Financing shall not be deemed a Qualified Securitization Financing.

"**Record Date**," with respect to the payment of interest on any Interest Payment Date, shall have the meaning specified in Section 2.03.

"**Regulation S Global Note**" shall have the meaning specified in Section 2.05(a).

"**Restricted Global Note**" means a Global Note that is a Restricted Note.

"**Restricted Note**" has the same meaning as "restricted security" set forth in Rule 144(a)(3) promulgated under the Securities Act; *provided* that the Trustee shall be entitled to request and conclusively rely upon an Opinion of Counsel with respect to whether any Note is a Restricted Note.

"**Restricted Period**" shall have the meaning specified in Section 2.05(e).

"**Restrictive Agreement**" means contractual obligations with the Company or a Guarantor (including those arising under the terms of any of the Management Agreements) including (i)

undertakings not to pledge assets to third parties, (ii) pursuant to which Guarantors grant to the Company or another Guarantor a Lien on various assets of such Guarantor, (iii) pursuant to which Equity Holders grant to the Company or such other Guarantor the right, upon the occurrence of certain circumstances, to acquire Capital Stock of such Guarantor from the applicable Equity Holders, (iv) pursuant to which Equity Holders are restricted from transferring Capital Stock of a Practice held by them, and/or (v) pursuant to which Equity Holders grant to the Company or such other Guarantor a Lien on the Capital Stock of the applicable Guarantors owned by such Equity Holders.

"**Rule 144A Global Note**" shall have the meaning specified in Section 2.05(a).

"**Sale and Lease-Back Transaction**" means any arrangement providing for the leasing by the Company or any Guarantor for a period of more than three years of any property, which property has been or is to be sold or transferred by the Company or such Guarantor to a third Person in contemplation of such leasing.

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

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"**Securitization Assets**" means (a) the accounts receivable, notes receivable, other receivables (including, without limitation, unbilled receivables and unbilled services) or payment rights under contracts (including without limitation rights to royalty, milestone or completion payments), rights to future lease payments or residuals, or other rights to payment similar or related thereto (in all cases, whether existing or arising in the future) ("**Receivables**") subject to a Qualified Securitization Financing and the proceeds thereof and (b) contract rights, lockbox accounts and records with respect to such Receivables and any other assets customarily transferred together with assets in the nature of Receivables in a securitization financing.

"**Securitization Financing**" means any transaction or series of transactions (including factoring arrangements) that may be entered into by the Company or any of its Subsidiaries pursuant to which the Company or any of its Subsidiaries may sell, convey or otherwise transfer to (a) a Securitization Subsidiary (in the case of a transfer by the Company or any of its Subsidiaries) or (b) any other Person (in the case of a transfer by a Securitization Subsidiary), or may grant a security interest in, any Securitization Assets of the Company or any of its Subsidiaries, and any assets related thereto, including all collateral securing such Securitization Assets, all contracts and all guarantees or other obligations in respect of such Securitization Assets, proceeds of such Securitization Assets and other assets that are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving Securitization Assets.

"**Securitization Repurchase Obligation"** means any obligation of a seller of Securitization Assets in a Qualified Securitization Financing to repurchase Securitization Assets arising as a result of a breach of a representation, warranty or covenant or otherwise, including, without limitation, as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, offset or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

"**Securitization Subsidiary**" means a wholly owned Subsidiary of the Company (or another Person formed for the purposes of engaging in a Qualified Securitization Financing in which the Company or any Subsidiary of the Company makes an investment and to which the Company or any Subsidiary of the Company transfers Securitization Assets and related assets) that engages in no activities

other than in connection with the financing of Securitization Assets of the Company or its Subsidiaries, all proceeds thereof and all rights (contingent and other), collateral and other assets relating thereto, and any business or activities incidental or related to such business, and which is designated by the board of directors of the Company or such other Person (as provided below) as a Securitization Subsidiary and (a) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which (i) is guaranteed by the Company or any Subsidiary of the Company, other than another Securitization Subsidiary (excluding guarantees of obligations (other than the principal of, and interest on, Indebtedness) pursuant to Standard Securitization Undertakings or Limited Originator Recourse), (ii) is recourse to or obligates the Company or any Subsidiary of the Company, other than another Securitization Subsidiary, in any way other than pursuant to Standard Securitization Undertakings or Limited Originator Recourse or (iii) subjects any property or asset of the Company or any Subsidiary of the Company, other than another Securitization Subsidiary, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings or Limited Originator Recourse, (b) with which none of the Company or any other Subsidiary of the Company, other than another Securitization Subsidiary, has any material contract, agreement, arrangement or understanding other than on terms which the Company reasonably believes to be no less favorable to the Company or such Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Company and (c) to which none of the Company or any other Subsidiary of the Company, other than another Securitization Subsidiary, has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results. Any such designation by the board of directors of the Company or such other Person shall be evidenced to the trustee by delivery to the trustee of a certified copy of the resolution of the board of directors of the Company or such other Person giving effect to such designation and a certificate executed by a responsible financial or accounting officer of the Company certifying that such designation complied with the foregoing conditions.

"**Significant Subsidiary**" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated by the SEC, as such Regulation is in effect on the date hereof.

"**Standard Securitization Undertakings**" means representations, warranties, covenants, indemnities and other obligations entered into by the Company or any Subsidiary of the Company that are reasonably customary in a Securitization Financing, and in any event includes any Securitization Repurchase Obligation.

"**Subsidiary**" shall mean, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, limited liability company, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person; *provided*, that notwithstanding the foregoing, each Practice and each of its Subsidiaries shall constitute a Subsidiary of the Company for the purposes of this Supplemental Indenture.

"**Total Assets**" means the total assets of the Company and its Subsidiaries on a consolidated basis, as shown on the most recent balance sheet of the Company delivered pursuant to Section 4.03(b)(i) hereof or, for the period prior to the time any such statements are so delivered, the financial statements delivered prior to the Issue Date.

"**Transaction Expenses"** means the fees, costs and expenses incurred or payable by the Company or any of its Subsidiaries or any direct or indirect parent thereof in connection with the Transactions, including any such fees, costs and expenses paid in cash, termination payments or other fees, costs and expenses related to terminating Hedging Obligations in effect prior to the Issue Date, and payments to officers and directors as special or retention bonuses and charges for repurchases of, or modifications to, stock options.

"**Transactions**" means, collectively, (a) the entry into the Amendment and the making of borrowings under the Credit Agreement and the use of proceeds therefrom to refinance the existing credit agreement as described in the Offering Memorandum, (b) the issuance of the Notes and the entry into the Indenture, (c) the redemption of the Company's outstanding 6.250% Senior Notes due 2027, (d) the consummation of any other transactions in connection with the foregoing and (e) the payment of the fees and expenses incurred in connection with any of the foregoing.

"**Treasury Rate**" means, as of any Redemption Date, the weekly average rounded to the nearest 1/100th of a percentage point (for the most recently completed week for which such information is available as of the date that is two Business Days prior to the Redemption Date) of the yield to maturity of United States Treasury securities with a constant maturity (as compiled and published in the Federal Reserve Statistical Release H.15 with respect to each applicable day during such week or, if such Statistical Release is no longer published or available, any publicly available source of similar market data selected by the Company) most nearly equal to the period from the Redemption Date to February 15, 2025; provided, however, that if the period from the Redemption Date to February 15, 2025 is not equal to the constant maturity of a United States Treasury security for which such a yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the Redemption Date to February 15, 2025 is less than one year, the weekly average yield on actively traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"**U.S. Person**" means a "U.S. person" as defined in Rule 902(k) under the Securities Act.

"**Unrestricted Global Note**" means a Global Note that is not a Restricted Note.

"**Unrestricted Notes**" means Notes that are not Restricted Notes.

"**Voting Stock**" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

ARTICLE II

ISSUE, DESCRIPTION, EXECUTION, REGISTRATION AND EXCHANGE OF NOTES

Section 2.01. Designation and Amount. The Notes shall be designated as the "5.375% Senior Notes due 2030." The Trustee shall initially authenticate the aggregate principal amount of the Notes for original issue on the Issue Date upon a written order of the Company (an "Authentication Order"). The aggregate principal amount of Notes that may be authenticated and delivered under this Supplemental Indenture is initially limited to $400,000,000, subject to Section 2.07 and except for Notes authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of other Notes pursuant to Section 2.06 and Section 9.02 hereof and Section 306 of the Base Indenture.

Section 2.02. Form of Notes. The Notes and the Trustee's certificate of authentication to be borne by such Notes shall be substantially in the form set forth in Exhibit A hereto.

Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends or endorsements as the officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Supplemental Indenture, or as may be required by the Depositary, as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange or automated quotation system on which the Notes may be listed or designated for issuance, or to conform to usage or to indicate any special limitations or restrictions to which any particular Notes are subject.

A Global Note shall represent such principal amount of the Outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate principal amount of Outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of Outstanding Notes represented thereby may from time to time be increased or reduced to reflect repurchases, conversions, transfers or exchanges permitted hereby. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the amount of Outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in such manner and upon instructions given by the Holder of such Notes in accordance with this Supplemental Indenture. Payment of principal and accrued and unpaid interest on a Global Note shall be made to the Holder of such Note on the date of payment, unless a Record Date or other means of determining Holders eligible to receive payment is provided for herein.

The terms and provisions contained in the form of Note attached as Exhibit A hereto are incorporated herein and shall constitute, and are hereby expressly made, a part of this Supplemental Indenture and to the extent applicable, the Company and the Trustee, by their execution and delivery of this Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby.

Section 2.03. Date and Denomination of Notes; Payments of Interest. The Notes shall be issuable in registered form without coupons in denominations of $2,000 principal amount and integral multiples of $1,000 in excess thereof. Each Note shall be dated the date of its authentication and shall bear interest from the date specified on the face of the form of Note attached as Exhibit A hereto. Interest on the Notes shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

The Person in whose name any Note (or its Predecessor Security) is registered on the Security Register at the Close of Business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the accrued and unpaid interest payable on such Interest Payment Date, subject to Section 4.01(b) hereof. Interest shall be payable at the office of the Company maintained by the Company for such purposes in the Borough of Manhattan, City of New York, which shall initially be an office or agency of the Trustee. The Company shall pay interest (i) on any Notes in certificated form by check mailed to the address of the Person entitled thereto as it appears in the Security Register (or upon written application by such Person to the Security Registrar not later than the fifth Business Day prior to the relevant Interest Payment Date, by wire transfer in immediately available funds to such Person's account within the United States, if such Person is entitled to interest on an aggregate principal amount of Notes in excess of $2,000,000); *provided* that, at maturity, interest shall be payable on any Notes in certificated form at the office of the Company maintained by the Company for such purposes in the Borough of Manhattan, City of New York, which shall initially be an office or agency of the Trustee, or (ii) on any Global Note by wire transfer of immediately available funds to the account of the Depositary or its nominee. The term "**Record Date**" with respect to any Interest Payment Date shall mean February 1 or August 1 preceding the applicable February 15 or August 15 Interest Payment Date, respectively.

Section 2.04. Paying Agent and Depositary. The Company initially appoints the Trustee as Paying Agent in connection with the Notes and the Indenture, and the Trustee hereby accepts such appointment. The Company initially appoints DTC to act as Depositary with respect to the Global Notes.

Section 2.05. Book-Entry Provisions for Global Notes.

(a) Rule 144A Notes initially shall be represented by one or more Notes in registered, global form without interest coupons (collectively, the "**Rule 144A Global Note**"). Regulation S Notes initially shall be represented by one or more Notes in registered, global form without interest coupons (collectively, the "**Regulation S Global Note**"). The term "**Global Notes**" means the Rule 144A Global Note and the Regulation S Global Note. The Global Notes shall bear the Global Note Legend. The Global Notes initially shall (i) be registered in the name of the nominee of such Depositary, in each case for credit to an account of an Agent Member, (ii) be delivered to the Depositary and (iii) bear the Private Placement Legend.

Members of, or direct or indirect participants in, the Depositary ("**Agent Members**") shall have no rights under the Indenture with respect to any Global Note held on their behalf by the Depositary or under the Global Notes. The Depositary may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner of the Global Notes for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of a Holder of any Note.

(b) Transfers of Global Notes shall be limited to transfer in whole, but not in part, to the Depositary, its successors or their respective nominees. Interests of Beneficial Owners in the Global Notes may be transferred or exchanged for Physical Notes only in accordance with the applicable rules and procedures of the Depositary and the provisions of Section 2.06. In addition, a Global Note shall be exchangeable for Physical Notes (i) if requested by a holder of such interests upon receipt by the Trustee of written instructions from the Depositary or its nominee on behalf of any Beneficial Owner and in accordance with the rules and procedures of the Depositary and provisions of this Section 2.05, (ii) if the Depositary notifies the Company that it (x) is unwilling or unable to continue as depository for such Global Note or (y) has ceased to be a clearing agency registered under the Exchange Act, and the Company thereupon fails to appoint a successor depository within 120 days, (iii) if there shall have occurred and be continuing a Default or Event of Default with respect to such Global Note or (iv) if the Company determines that all Global Notes should be exchanged for Physical Notes and so notifies the Trustee and the Depositary in writing; *provided* that in no event shall a Regulation S Global Note be exchanged for a Physical Note prior to the expiration of the Restricted Period and the receipt of any certificates required by Regulation S under the Securities Act. In all cases, Physical Notes delivered in exchange for any Global Note or beneficial interests therein shall be registered in the names, and issued in any approved denominations, requested by or on behalf of the Depositary in accordance with its customary procedures.

(c) In connection with the transfer of a Global Note as an entirety to Beneficial Owners pursuant to subsection (b) of this Section 2.05, such Global Note shall be deemed to be surrendered to the Trustee for cancellation, and the Company shall execute and, upon receipt of an Authentication Order in accordance with Section 2.01, the Trustee shall authenticate and deliver, to each Beneficial Owner identified by the Depositary in writing in exchange for its beneficial interest in such Global Note, an equal aggregate principal amount of Physical Notes of authorized denominations.

(d) Any Restricted Physical Note delivered in exchange for an interest in a Global Note pursuant to Section 2.06 shall, except as otherwise provided in Section 2.06, bear the Private Placement Legend.

(e) Notwithstanding the foregoing, through and including the 40th day after the later of the commencement of the offering of the Notes represented by a Regulation S Global Note and the issue date of such Notes (such period through and including such 40th day, the "**Restricted Period**"), such Regulation S Global Note shall bear a legend in the form set forth on Exhibit E and a beneficial interest in such Regulation S Global Note may be held only through Euroclear or Clearstream (as indirect participants in DTC) unless delivery is made in accordance with the applicable provisions of Section 2.06.

(f) The Holder of any Global Note may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under the Indenture or the Notes.

Section 2.06. Exchange and Registration of Transfer of Notes; Restrictions on Transfer; Depositary.

(a) Transfer and Exchange of Global Notes. A Global Note may not be transferred as a whole except as set forth in Section 2.05(b). Global Notes will not be exchanged by the Company for Physical Notes except under the circumstances described in Section 2.06(c). Beneficial interests in a Global Note may be transferred and exchanged as provided in Section 2.06(b).

(b) Transfer and Exchange of Beneficial Interests in Global Notes. The transfer and exchange of beneficial interests in the Global Notes shall be effected through the Depositary, in accordance with the provisions of this Supplemental Indenture and the applicable rules and procedures of the Depositary. Beneficial interests in Restricted Global Notes shall be subject to restrictions on transfer comparable to those set forth herein to the extent required by the Securities Act. Beneficial interests in Global Notes shall be transferred or exchanged only for beneficial interests in Global Notes. Transfers and exchanges of beneficial interests in the Global Notes also shall require compliance with either subparagraph (i) or (ii) below, as applicable, as well as one or more of the other following subparagraphs, as applicable:

(i) Transfer of Beneficial Interests in the Same Global Note. Beneficial interests in any Restricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Restricted Global Note in accordance with the transfer restrictions set forth in the Private Placement Legend; *provided*, *however*, that prior to the expiration of the Restricted Period, transfers of beneficial interests in a Regulation S Global Note may not be made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). A beneficial interest in an Unrestricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note. No written orders or instructions shall be required to be delivered to the Depositary to effect the transfers described in this Section 2.06(b)(i).

(ii) All Other Transfers and Exchanges of Beneficial Interests in Global Notes. In connection with all transfers and exchanges of beneficial interests in any Global Note that are not subject to Section 2.06(b)(i), the transferor of such beneficial interest must deliver to the Depositary (1) a written order from an Agent Member given to the Depositary in accordance with the applicable rules and procedures of the Depositary directing the Depositary to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given in accordance with the

applicable rules and procedures of the Depositary containing information regarding the Agent Member account to be credited with such increase. Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in the Indenture, the Trustee shall adjust the principal amount of the relevant Global Note(s) pursuant to Section 2.06(f).

(iii) Transfer of Beneficial Interests to Another Restricted Global Note. A beneficial interest in a Restricted Global Note may be transferred to a Person who takes delivery thereof in the form of a beneficial interest in another Restricted Global Note if the transfer complies with the requirements of Section 2.06(b)(ii) above and the Depositary receives the following:

(1) if the transferee will take delivery in the form of a beneficial interest in a Rule 144A Global Note, then the transferor must deliver a certificate in the form of Exhibit F, including the certifications in item (1) thereof; and

(2) if the transferee will take delivery in the form of a beneficial interest in a Regulation S Global Note, then the transferor must deliver a certificate in the form of Exhibit F, including the certifications in item (2) thereof.

(iv) Transfer and Exchange of Beneficial Interests in a Restricted Global Note for Beneficial Interests in an Unrestricted Global Note. A beneficial interest in a Restricted Global Note may be exchanged by any holder thereof for a beneficial interest in an Unrestricted Global Note or transferred to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note if the exchange or transfer complies with the requirements of Section 2.06(b)(ii) above and the Depositary receives the following:

(1) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form of Exhibit G, including the certifications in item (1)(a) thereof; or

(2) if the holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form of Exhibit F, including the certifications in item (4) thereof,

and, in each such case, if the Depositary or the Company so requests or if the applicable rules and procedures of the Depositary so require, an Opinion of Counsel in form reasonably acceptable to the Depositary and the Company to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act. If any such transfer or exchange is effected pursuant to this subparagraph (iv) at a time when an Unrestricted Global Note has not yet been issued, the Company shall issue and, upon receipt of an Authentication Order in accordance with Section 2.01, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of beneficial interests transferred or exchanged pursuant to this subparagraph (iv).

(v) Transfer and Exchange of Beneficial Interests in an Unrestricted Global Note for Beneficial Interests in a Restricted Global Note. Beneficial interests in an Unrestricted Global

Note cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Restricted Global Note.

(c) Transfer and Exchange of Beneficial Interests in Global Notes for Physical Notes. A beneficial interest in a Global Note may not be exchanged for a Physical Note except under the circumstances described in Section 2.05(b). A beneficial interest in a Global Note may not be transferred to a Person who takes delivery thereof in the form of a Physical Note except under the circumstances described in Section 2.06(b).

(d) Transfer and Exchange of Physical Notes for Beneficial Interests in Global Notes. Physical Notes shall be transferred or exchanged only for beneficial interests in Global Notes as described below:

(i) Restricted Physical Notes to Beneficial Interests in Restricted Global Notes. If any Holder of a Restricted Physical Note proposes to exchange such Restricted Physical Note for a beneficial interest in a Restricted Global Note or to transfer such Restricted Physical Note to a Person who takes delivery thereof in the form of a beneficial interest in a Restricted Global Note, then, upon receipt by the Depositary of the following documentation:

(1) if the Holder of such Restricted Physical Note proposes to exchange such Restricted Physical Note for a beneficial interest in a Restricted Global Note, a certificate from such Holder in the form of Exhibit G, including the certifications in item (2)(a) thereof;

(2) if such Restricted Physical Note is being transferred to a Qualified Institutional Buyer in accordance with Rule 144A under the Securities Act, a certificate to the effect set forth in Exhibit F, including the certifications in item (1) thereof;

(3) if such Restricted Physical Note is being transferred to a Non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904 under the Securities Act, a certificate to the effect set forth in Exhibit F, including the certifications in item (2) thereof;

(4) if such Restricted Physical Note is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144 under the Securities Act, a certificate to the effect set forth in Exhibit F, including the certifications in item (3)(a) thereof;

(5) if such Restricted Physical Note is being transferred to an Institutional Accredited Investor in reliance on an exemption from the registration requirements of the Securities Act other than those listed in subparagraphs (2) through (4) above, a certificate to the effect set forth in Exhibit F, including the certifications, certificates and opinion of counsel required by item (3)(d) thereof, if applicable; or

(6) if such Restricted Physical Note is being transferred to the Company or a Subsidiary thereof, a certificate to the effect set forth in Exhibit F, including the certifications in item (3)(b) thereof, and

in each such case, the Trustee shall cancel the Restricted Physical Note, and upon receipt of proper instructions initiated by such Holder through DTC, increase or cause to be increased the aggregate principal amount of the appropriate Restricted Global Note.

(ii) Restricted Physical Notes to Beneficial Interests in Unrestricted Global Notes. A Holder of a Restricted Physical Note may exchange such Restricted Physical Note for a beneficial interest in an Unrestricted Global Note or transfer such Restricted Physical Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note only if the Depositary receives the following:

(1) if the Holder of such Restricted Physical Note proposes to exchange such Restricted Physical Note for a beneficial interest in an Unrestricted Global Note, a certificate from such Holder in the form of Exhibit G, including the certifications in item (1)(b) thereof; or

(2) if the Holder of such Restricted Physical Notes proposes to transfer such Restricted Physical Note to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note, a certificate from such Holder in the form of Exhibit F, including the certifications in item (4) thereof, and

in each such case, if the Depositary or the Company so requests or if the applicable rules and procedures of the Depositary so require, an Opinion of Counsel in form reasonably acceptable to the Depositary and the Company to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act. Upon satisfaction of the conditions of this subparagraph (ii), the Trustee shall cancel the Restricted Physical Notes and upon receipt of proper instructions initiated by such Holder through DTC, increase or cause to be increased the aggregate principal amount of the Unrestricted Global Note. If any such transfer or exchange is effected pursuant to this subparagraph (ii) at a time when an Unrestricted Global Note has not yet been issued, the Company shall issue and, upon receipt of an Authentication Order in accordance with Section 2.01, the Trustee shall authenticate, one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of Restricted Physical Notes transferred or exchanged pursuant to this subparagraph (ii).

(iii) Unrestricted Physical Notes to Beneficial Interests in Unrestricted Global Notes. A Holder of an Unrestricted Physical Note may exchange such Unrestricted Physical Note for a beneficial interest in an Unrestricted Global Note or transfer such Unrestricted Physical Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note at any time. Upon receipt of a request for such an exchange or transfer, the Trustee shall cancel the applicable Unrestricted Physical Note and upon receipt of proper instructions initiated by such Holder through DTC, increase or cause to be increased the aggregate principal amount of one of the Unrestricted Global Notes. If any such transfer or exchange is effected pursuant to this subparagraph (iii) at a time when an Unrestricted Global Note has not yet been issued, the Company shall issue and, upon receipt of an Authentication Order in accordance with Section 2.01, the Trustee shall authenticate, one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of Unrestricted Physical Notes transferred or exchanged pursuant to this subparagraph (iii).

(iv) Unrestricted Physical Notes to Beneficial Interests in Restricted Global Notes. An Unrestricted Physical Note cannot be exchanged for, or transferred to a Person who takes delivery thereof in the form of, a beneficial interest in a Restricted Global Note.

(e) Transfer and Exchange of Physical Notes for Physical Notes. Upon request by a Holder of Physical Notes and such Holder's compliance with the provisions of this Section 2.06(e), the

Depositary shall register the transfer or exchange of Physical Notes. Prior to such registration of transfer or exchange, the requesting Holder shall present or surrender to the Depositary the Physical Notes duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Depositary duly executed by such Holder or by its attorney, duly authorized in writing. In addition, the requesting Holder shall provide any additional certifications, documents and information, as applicable, required pursuant to the following provisions of this Section 2.06(e).

(i) Restricted Physical Notes to Restricted Physical Notes. A Restricted Physical Note may be transferred to and registered in the name of a Person who takes delivery thereof in the form of a Restricted Physical Note if the Depositary receives the following:

(1) if the transfer will be made pursuant to Rule 144A under the Securities Act, then the transferor must deliver a certificate in the form of Exhibit F, including the certifications in item (1) thereof;

(2) if the transfer will be made pursuant to Rule 903 or Rule 904 under the Securities Act, then the transferor must deliver a certificate in the form of Exhibit F, including the certifications in item (2) thereof;

(3) if the transfer will be made pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144 under the Securities Act, a certificate to the effect set forth in Exhibit F, including the certifications in item (3)(a) thereof;

(4) if the transfer will be made to an Institutional Accredited Investor in reliance on an exemption from the registration requirements of the Securities Act other than those listed in subparagraphs (1) through (3) above, a certificate to the effect set forth in Exhibit F, including the certifications, certificates and opinion of counsel required by item (3)(d) thereof, if applicable; and

(5) if such transfer will be made to the Company or a Subsidiary thereof, a certificate to the effect set forth in Exhibit F, including the certifications in item (3)(b) thereof.

(ii) Restricted Physical Notes to Unrestricted Physical Notes. Any Restricted Physical Note may be exchanged by the Holder thereof for an Unrestricted Physical Note or transferred to a Person who takes delivery thereof in the form of an Unrestricted Physical Note if the Depositary receives the following:

(1) if the Holder of such Restricted Physical Note proposes to exchange such Restricted Physical Note for an Unrestricted Physical Note, a certificate from such Holder in the form of Exhibit G, including the certifications in item (1)(c) thereof; or

(2) if the Holder of such Restricted Physical Note proposes to transfer such Notes to a Person who shall take delivery thereof in the form of an Unrestricted Physical Note, a certificate from such Holder in the form of Exhibit F, including the certifications in item (4) thereof,

and, in each such case, if the Depositary or the Company so requests, an Opinion of Counsel in form reasonably acceptable to the Depositary and the Company to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained

herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(iii) Unrestricted Physical Notes to Unrestricted Physical Notes. A Holder of an Unrestricted Physical Note may transfer such Unrestricted Physical Notes to a Person who takes delivery thereof in the form of an Unrestricted Physical Note at any time. Upon receipt of a request to register such a transfer, the Depositary shall register the Unrestricted Physical Notes pursuant to the instructions from the Holder thereof.

(iv) Unrestricted Physical Notes to Restricted Physical Notes. An Unrestricted Physical Note cannot be exchanged for, or transferred to a Person who takes delivery thereof in the form of, a Restricted Physical Note.

(f) Cancellation and/or Adjustment of Global Notes. At such time as all beneficial interests in a particular Global Note have been exchanged for Physical Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or retained and canceled by the Trustee in accordance with Section 309 of the Base Indenture. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Physical Notes, the principal amount of Notes represented by such Global Note shall be reduced accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note shall be increased accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such increase.

(g) Private Placement Legend. Upon the registration of transfer, exchange or replacement of Notes not bearing the Private Placement Legend, the Depositary shall deliver Notes that do not bear the Private Placement Legend. Upon the registration of transfer, exchange or replacement of Notes bearing the Private Placement Legend, the Depositary shall deliver only Notes that bear the Private Placement Legend unless (i) there is delivered to the Depositary an Opinion of Counsel reasonably satisfactory to the Company and the Trustee to the effect that neither such legend nor the related restrictions on transfer are required in order to maintain compliance with the provisions of the Securities Act or (ii) such Note has been sold pursuant to an effective registration statement under the Securities Act and the Depositary has received an Officers' Certificate from the Company to such effect.

(h) General.

(i) All Global Notes and Physical Notes issued upon any registration of transfer or exchange of Global Notes or Physical Notes shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under the Indenture, as the Global Notes or Physical Notes surrendered upon such registration of transfer or exchange.

(ii) Notwithstanding anything to the contrary contained herein, neither the Trustee nor the Depositary shall be responsible for ascertaining whether any transfer complies with the registration provisions of or exemptions from the Securities Act or other applicable law.

(iii) The Depositary shall retain for a period of two years following receipt copies of all letters, notices and other written communications received pursuant to Section 2.05 or this Section 2.06. The Company shall have the right to inspect and make copies of all such letters,

notices or other written communications at any reasonable time upon the giving of reasonable notice to the Depositary.

Section 2.07. Additional Notes. The Company may, without the consent of the Noteholders and notwithstanding Section 2.01, increase the principal amount of the Notes by issuing additional Notes ("**Additional Notes**") of the same series as the Initial Notes in the future in an unlimited aggregate principal amount on the same terms and conditions, except for any differences in the issue price and interest accrued prior to the issue date of the Additional Notes and, at the option of the Company, the first payment of interest following the issue date of such Additional Notes; *provided* that if the Additional Notes constitute a different class of securities than the Notes for federal income tax purposes, then the Additional Notes shall have a different CUSIP number from the Initial Notes; *provided further*, however, that the Additional Notes may have a different CUSIP number on a temporary basis if necessary to comply with applicable U.S. securities laws. The Notes and any Additional Notes shall rank equally and ratably and shall be treated as a single class for all purposes under the Base Indenture and this Supplemental Indenture including, without limitation, for purposes of any waivers, supplements or amendments to the Indenture requiring the approval of Holders of the Notes and any offers to purchase the Notes. All provisions of the Indenture shall be construed and interpreted to permit the issuance of such Additional Notes and to allow such Additional Notes to become fungible and interchangeable with the Initial Notes issued under the Indenture. No Additional Notes may be issued if an Event of Default has occurred with respect to the Notes and is continuing.

With respect to any Additional Notes, the Company shall set forth in an Officers' Certificate the following information:

(i) the aggregate principal amount of such Additional Notes to be authenticated and delivered pursuant to this Supplemental Indenture;

(ii) the issue price and the issue date of such Additional Notes, including the date from which interest shall accrue; and

(iii) whether such Additional Notes shall be Restricted Notes.

In authenticating and delivering Additional Notes, the Trustee shall be entitled to receive, and shall be fully protected in relying upon, the Opinion of Counsel and Officers' Certificate required by Section 102 of the Base Indenture.

Section 2.08. No Sinking Fund. The provisions of Article Twelve of the Base Indenture shall not be applicable to the Notes. No sinking fund is provided for the Notes.

Section 2.09. Ranking. The Notes constitute a senior general unsecured obligation of the Company, ranking (i) equally in right of payment with all of the existing and future senior unsecured indebtedness of the Company and (ii) senior in right of payment to any existing and future indebtedness of the Company that is expressly made subordinate to the Notes by the terms of such indebtedness.

ARTICLE III

REDEMPTION

The provisions of Article Eleven of the Base Indenture shall not be applicable to the Notes and the following shall apply to the Notes:

Section 3.01. Election To Redeem; Notices to Trustee. If the Company elects to redeem Notes pursuant to paragraph 5 of the Notes, at least 15 days prior to the Redemption Date (unless a shorter notice shall be agreed to in writing by the Trustee) but not more than 60 days before the Redemption Date, the Company shall notify the Trustee in writing of the Redemption Date, the principal amount of Notes to be redeemed and the redemption price(s) (or the appropriate method for calculation thereof, if not then ascertainable), and deliver to the Trustee an Officers' Certificate stating that such redemption will comply with the applicable conditions contained in paragraph 5 of the Notes. Except as provided in Section 3.04, notice given to the Trustee pursuant to this Section 3.01 may not be revoked after the time that notice is given to Noteholders pursuant to Section 3.03.

Section 3.02. Selection by Trustee of Notes To Be Redeemed. If less than all of the Notes are to be redeemed at any time, selection of such Notes for redemption will be made by the Trustee in compliance with the requirements of the principal national securities exchange, if any, on which the Notes to be redeemed are listed or, if such Notes are not so listed, on a *pro rata* basis by lot or by such method as the Trustee in its sole discretion deems fair and appropriate; *provided* that no Note with a principal amount of $2,000 or less shall be redeemed in part. For all purposes of this Supplemental Indenture unless the context otherwise requires, provisions of the Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption. Redemption amounts shall only be paid upon presentation and surrender of any such Notes to be redeemed to the Trustee at its Corporate Trust Office with respect to Physical Notes, or with respect to book-entry Global Notes in accordance with the applicable rules and procedures of the Depositary.

Section 3.03. Notice of Redemption. At least 15 days, and no more than 60 days, before a Redemption Date, the Company shall mail, or cause to be mailed, a notice of redemption by first-class mail to each Holder of Notes to be redeemed at the address of such Holder appearing in the Security Register or otherwise in accordance with the procedures of the Depositary.

The notice shall identify the Notes to be redeemed (including the CUSIP and/or ISIN numbers thereof) and shall state:

(i) the Redemption Date;

(ii) the redemption price (or the appropriate method for calculation thereof, if not then ascertainable) and the amount of premium and accrued interest to be paid;

(iii) if any Note is being redeemed in part, the portion of the principal amount of such Note to be redeemed and that, after the Redemption Date and upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion will be issued to the Holder upon cancellation of the surrendered Note;

(iv) the name and address of the Paying Agent;

(v) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(vi) that unless the Company defaults in making the redemption payment, interest on Notes called for redemption ceases to accrue on and after the Redemption Date;

(vii) that paragraph 5 of the Notes is the provision of the Notes pursuant to which the redemption is occurring;

(viii) the aggregate principal amount of Notes that are being redeemed; and

(ix) any condition applicable to such redemption under Section 3.04.

At the Company's written request made at least 3 Business Days prior to the date on which notice is to be given (or such shorter period acceptable to the Trustee), the Trustee shall give the notice of redemption in the Company's name and at the Company's sole expense.

The Company will calculate any Applicable Redemption Premium, and the Trustee shall have no duty to confirm or verify such calculation.

Section 3.04. Effect of Notice of Redemption. Once the notice of redemption described in Section 3.03 is mailed and subject to the proviso to this sentence, Notes called for redemption shall become due and payable on the Redemption Date and at the redemption price, including any premium, plus interest accrued to (but not including) the Redemption Date; *provided*, *however*, that any redemption and notice thereof pursuant to this Supplemental Indenture may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of a public or private offering for cash by the Company or other corporate transaction. Failure to give such notice or any defect in such notice to any Holder shall not affect the validity of the proceedings for the redemption of any other Note. If mailed in the manner herein provided, such notice shall be conclusively presumed to have been given, whether or not a Holder receives such notice.

Upon surrender to the Paying Agent, such Notes shall be paid at the redemption price, including any premium, plus interest accrued to the Redemption Date; *provided* that if the Redemption Date is after a regular Record Date and on or prior to the Interest Payment Date, the accrued interest shall be payable to the Holder of the redeemed Notes registered on the relevant Record Date.

Section 3.05. Deposit of Redemption Price. On or prior to 11:00 A.M., New York City time (or such later time of day to which the Trustee may reasonably agree), on each Redemption Date, the Company shall deposit with the Paying Agent U.S. Dollars sufficient to pay the redemption price of, including any premium, and accrued interest on any and all Notes to be redeemed on that date (other than Notes or portions thereof called for redemption on that date which have been delivered by the Company to the Trustee for cancellation). The Paying Agent shall promptly return to the Company any money deposited with the Paying Agent in excess of the amount necessary to pay such redemption price.

On and after any Redemption Date, if money sufficient to pay the redemption price of, including any premium, and accrued interest on all Notes called for redemption shall have been made available in accordance with the immediately preceding paragraph, the Notes called for redemption will cease to accrue interest and the only right of the Holders of such Notes will be to receive payment of the redemption price of and, subject to the proviso in the second paragraph of Section 3.04, accrued and unpaid interest on such Notes to (but not including) the Redemption Date. If any Note surrendered for redemption shall not be so paid, interest will be paid, from the Redemption Date until such redemption payment is made, on the unpaid principal of the Note and any interest not paid on such unpaid principal, in each case at the rate and in the manner provided in the Notes.

Section 3.06. Notes Redeemed in Part. Upon surrender of a Note that is redeemed in part, the Company shall execute and, upon receipt of an Authentication Order in accordance with Section 2.01, the Trustee shall authenticate for the Holder thereof a new Note equal in principal amount to the unredeemed portion of the Note surrendered; *provided*, that the principal amount of each new Note shall be at least $2,000 or an integral multiple of $1,000 in excess thereof.

Section 3.07. Mandatory Redemption. Except as provided in Section 9.02, the Company is not required to make any mandatory redemption of the Notes or any sinking fund payments with respect to the Notes.

ARTICLE IV

PARTICULAR COVENANTS OF THE COMPANY

Section 4.01. Payment of Principal and Interest.

(a) Except as otherwise provided in Section 2.03, Section 307, Section 1001 and Section 1003 of the Base Indenture shall apply to the Notes.

(b) Except as otherwise provided in this Section 4.01, a Holder of any Notes at 5:00 p.m., New York City time, on a Record Date shall be entitled to receive interest on such Notes on the corresponding Interest Payment Date.

(c) Notwithstanding anything to the contrary in the Indenture, the Company may pay accrued and unpaid interest to a Person other than the Holder of record on the Record Date immediately prior to the Maturity Date. On the Maturity Date, the Company shall pay accrued and unpaid interest only to the Person to whom the Company pays the principal amount of the Notes.

Section 4.02. Intentionally Omitted.

Section 4.03. Reports by Company.

(a) The provisions of Section 703 and Section 1005 of the Base Indenture shall not be applicable to the Notes.

(b) So long as any Notes are outstanding, whether or not the Company is required to file such information with the SEC, the Company shall furnish to the Trustee (and the Holders and Beneficial Owners of the Notes) to the extent not otherwise available on the SEC's Electronic Data Gathering, Analysis and Retrieval System (or any successor thereto) as promptly as is reasonably practicable after such information has been filed and no later than 15 days after the Company would be required to file such reports:

(i) quarterly and annual financial information that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K if the Company were required to file such Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report on the annual financial statements by the Company's certified independent accountants; and

(ii) all current reports that would be required to be filed (as opposed to furnished) with the SEC on Form 8-K if the Company were required to file such reports.

(c) At any time that the Company is not required to file or furnish with the SEC the reports and information required to be filed or furnished under clause (b) of this Section 4.03, the Company will also:

(i) hold a quarterly conference call to discuss the information contained in the annual and quarterly reports required to be furnished under clause (b)(i) of this Section 4.03 (the

"**Financial Reports**") not later than 5 Business Days from the time the Company furnishes such information to the Trustee;

(ii) no fewer than 3 Business Days prior to the date of the conference call required to be held in accordance with clause (i) above, issue a press release announcing, or utilize other means that will, in the reasonable judgment of the Company, advise Beneficial Owners of the Notes of the time and date of such conference call and directing the Beneficial Owners of the Notes, prospective investors and securities analysts to contact the investor relations office of the Company to obtain the Financial Reports and information on how to access such conference call; and

(iii) either (x) maintain a non-public website to which Beneficial Owners of the Notes, prospective investors and securities analysts are given access and to which the Financial Reports and conference call access details are posted or (y) distribute via electronic mail the Financial Reports and conference call details to Beneficial Owners of the Notes, prospective investors and securities analysts who request to receive such distributions.

(d) The Company may satisfy its obligations under this Section 4.03 with respect to financial information relating to the Company by furnishing financial information relating to its direct or indirect parent consistent with this Section 4.03. If the direct or indirect parent, if any, has more than de minimis operations separate and apart from its ownership in the Company, then the Company will provide consolidating information, which need not be audited, that explains in reasonable detail the differences between the information relating to such parent and its subsidiaries, on the one hand, and the information relating to the Company and its Subsidiaries on a standalone basis, on the other hand.

(e) In addition, for so long as any Notes remain outstanding, the Company will furnish to Holders or Beneficial Owners of the Notes and any prospective purchaser of such Notes, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act if not otherwise provided by the Company as described above.

(f) Delivery of such reports, information and documents to the Trustee is for informational purposes only, and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to conclusively rely exclusively on an Officers' Certificate). Notwithstanding anything to the contrary in this Section 4.03, the Company, to the extent permitted under the Trust Indenture Act, shall not be required to deliver to the Trustee or the Holders any material for which the Company has sought and received confidential treatment by the SEC.

Section 4.04. Additional Subsidiary Guarantors.

(a) If the Company or any of its Subsidiaries acquires or creates another Subsidiary after the Issue Date that provides a guarantee of the Company's obligations under any Debt Facility (including the Credit Agreement) with an aggregate principal or committed amount of $250 million or more, then, within 10 Business Days after such Subsidiary provides such guarantee, such newly acquired or created Subsidiary shall execute a supplemental indenture pursuant to which it will unconditionally Guarantee, on a joint and several basis, payment of principal of, premium, if any, and interest in respect of the Notes on a senior unsecured basis on the same terms and conditions as those set forth in this Supplemental Indenture, and will deliver an Opinion of Counsel addressed to the Trustee.

(b) After the execution of a supplemental indenture pursuant to this Section 4.04, such Subsidiary party thereto shall be a Guarantor of the Notes for all purposes of the Indenture.

(c) Notwithstanding Section 4.04(a), if Pediatrix Medical Group of Indiana, P.C., an Indiana corporation ("**Pediatrix Indiana**"), provides a guarantee of the Company's obligations under any Debt Facility (including the Credit Agreement), the Company shall cause Pediatrix Indiana to execute a supplemental indenture pursuant to which it shall unconditionally Guarantee, on a joint and several basis, payment of principal of, premium, if any, and interest in respect of the Notes on a senior unsecured basis on the same terms and conditions as those set forth in this Supplemental Indenture, and will deliver an Opinion of Counsel addressed to the Trustee.

Section 4.05. Intentionally Omitted.

Section 4.06. Limitation on Liens. Except as provided in Section 4.08, the Company shall not, and shall not permit any Guarantor to, incur, issue or assume any Indebtedness for borrowed money secured by any Lien upon any of its Principal Personal & Real Property (whether now owned or hereafter acquired) without making effective provision whereby the Notes shall be secured equally and ratably with (or prior to) the Indebtedness so secured by a Lien on the same property, for so long as such Indebtedness is so secured. The foregoing restrictions will not, however, apply to Indebtedness secured by Permitted Liens.

For purposes of this Section 4.06, if at the time any Indebtedness is incurred, issued or assumed, such Indebtedness is unsecured but is later secured by a Lien, such Indebtedness shall be deemed to be incurred at the time that such Indebtedness is so secured by a Lien.

Section 4.07. Limitation on Sale and Leaseback Transactions. Except as provided in Section 4.08, neither the Company nor any Guarantor shall enter into any Sale and Lease-Back Transaction with respect to any Principal Personal & Real Property with another Person (other than with the Company or a Guarantor) unless:

(a) the Company or such Guarantor could incur Indebtedness secured by a Lien on the property to be leased without equally and ratably securing the Notes; or

(b) the property leased pursuant to such arrangement is sold for a price at least equal to such property's fair value (as determined by the Company); or

(c) within 365 days after the effective date of any such Sale and Lease-Back Transaction, the Company applies the net proceeds of the sale of the leased property, less the amount of net proceeds used to prepay, redeem or purchase the Notes, to the voluntary prepayment or retirement of Funded Debt of the Company and its Subsidiaries (which may include the Notes) and/or the acquisition, construction or improvement of a property.

Section 4.08. Exempted Transactions. Notwithstanding Sections 4.06 and 4.07, if (i) the aggregate outstanding principal amount of all Indebtedness of the Company and the Guarantors that is subject to and not otherwise permitted under Section 4.06 plus (ii) the aggregate Attributable Indebtedness in respect of Sale and Lease-Back Transactions that is subject to and not otherwise permitted under Section 4.07 does not exceed the greater of (i) $2,200 million and (ii) an amount such that the Consolidated Secured Debt Ratio on a pro forma basis after giving effect to such incurrence would not exceed 3.75 to 1.00 (measured solely at the time of the incurrence of the Indebtedness secured by such a Lien or entry into such Sale and Lease-Back Transaction, as applicable, based on the

consolidated balance sheet of the Company as of the last day of the then most recent quarter for which financial statements are available), then:

(a) the Company or any Guarantor may incur or Guarantee Indebtedness secured by Liens upon any property, assets or revenues;

(b) the Company or any Guarantor may enter into any Sale and Lease-Back Transaction; and

(c) the Company may Guarantee the obligations of any Guarantor under the preceding two clauses.

Section 4.09. Legal Existence. Except as permitted by Article Seven, the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect (i) its legal existence, and the corporate, partnership or other existence of each Guarantor, in accordance with the respective organizational documents (as the same may be amended from time to time) of the Company and each such Guarantor and (ii) the material rights (charter and statutory) and franchises of the Company and such Guarantors; *provided* that the Company shall not be required to preserve any such right, franchise, or the corporate, partnership or other existence of any of its Guarantors if the Board of Directors of the Company or of such Guarantor shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and its Guarantors, taken as a whole, and that the loss thereof is not adverse in any material respect to the Holders.

Section 4.10. Intentionally Omitted.

Section 4.11. Waiver of Stay, Extension or Usury Laws. The Company and each of the Guarantors covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, or plead (as a defense or otherwise) or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law or any usury law or other law which would prohibit or forgive the Company and any of the Guarantors from paying all or any portion of the principal of, premium, if any, or interest on the Notes as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of the Indenture; and (to the extent that they may lawfully do so) the Company and each of the Guarantors hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 4.12. Taxes. The Company shall, and shall cause each Guarantor to, pay prior to delinquency (i) all material taxes, assessments, and governmental levies and (ii) all lawful material claims for labor, materials and supplies which, in each case, if unpaid, might by law become a Lien upon the property of the Company or any Guarantor; *provided*, *however*, that, neither the Company nor any Guarantor shall be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim where the failure to pay such tax is not materially adverse to the Holders or whose amount, applicability or validity is being contested in good faith and 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.

Section 4.13. Notice of Default. Upon becoming aware of any Default or Event of Default, the Company shall deliver to the Trustee a statement specifying such Default or Event of Default.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01. Events of Default. The provisions of Article Five of the Base Indenture shall not be applicable to the Notes and the following shall apply to the Notes:

Each of the following constitutes an "**Event of Default**" with respect to the Notes:

(a) default for 30 days in the payment when due of interest on the Notes;

(b) default in payment when due of the principal of, or premium, if any, on the Notes (including the failure to repurchase Notes validly tendered pursuant to a Change of Control Offer);

(c) failure by the Company or any Guarantor for 90 days after receipt of the notice described below to comply with any of the other agreements in this Supplemental Indenture (other than those specified in clauses (a) and (b) of this Section 5.01);

(d) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any Guarantor (or the payment of which is Guaranteed by the Company or any Guarantor), other than Indebtedness owed to the Company or any of its Subsidiaries, whether such Indebtedness or Guarantee now exists, or is created after the Issue Date, if that default:

(i) is caused by a failure to pay principal of such Indebtedness at its final stated maturity after giving effect to any grace period provided in such Indebtedness on the date of such default (a "**Payment Default**"); or

(ii) results in the holders of such Indebtedness causing it to become due prior to its express maturity,

without such Indebtedness having been discharged or such acceleration rescinded, waived or annulled within 30 days after the notice described below, and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $100 million or more;

(e) failure by the Company or any Guarantor to pay final, non-appealable judgments for the payment of money as determined by a court of competent jurisdiction aggregating in excess of $100 million that are not covered by insurance, which judgments remain outstanding for a period of 90 days after such judgment has become final and non-appealable and is not discharged, waived or stayed within 30 days after the notice described below;

(f) except as permitted by this Supplemental Indenture, any Guarantee of the Notes of a Significant Subsidiary shall be held in any final, non-appealable judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or any Guarantor that is a Significant Subsidiary, or any Person acting on behalf of any such Guarantor, shall deny or disaffirm its obligations under its Guarantee of the Notes; and

(g) (A) the Company or any Significant Subsidiary pursuant to or within the meaning of any Bankruptcy Law (i) commences a voluntary case, (ii) consents to the entry of an order for relief against it in an involuntary case, (iii) consents to the appointment of a Custodian of it or for all or substantially all of its property, or (iv) makes a general assignment for the benefit of its creditors; or (B) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against the Company or any Significant Subsidiary in an involuntary case, (ii) appoints a Custodian of the Company or any Significant Subsidiary or for all or substantially all of either of its property, or (iii) orders the liquidation of the Company or any Significant Subsidiary, and such order or decree remains unstayed and in effect for 90 days.

Notwithstanding anything herein to the contrary, a Default under clause (c), (d) or (e) will not become an Event of Default until the Trustee or the Holders of at least 25% in principal amount of the Notes then Outstanding notify the Company of the Default and the Company does not cure such Default within the time specified in such clause after receipt of such notice. Such notice must specify the Default, demand that it be remedied and state that such notice is a "Notice of Default."

Section 5.02. Acceleration of Maturity. If an Event of Default occurs and is continuing under the Indenture, either the Trustee, by notice in writing to the Company, or the Holders of at least 25% in aggregate principal amount of the Notes then Outstanding may, by notice in writing to the Company and the Trustee, specifying the respective Event of Default and that it is a "Notice of Acceleration," declare the principal of and premium, if any, and accrued interest, if any, on the Notes to be due and payable, and upon such declaration of acceleration, such principal of and premium, if any, and accrued interest, if any, shall be immediately due and payable; *provided*, *however*, that, notwithstanding the foregoing, if an Event of Default specified in Section 5.01(g) occurs with respect to the Company, the principal of and premium, if any, and accrued interest, if any, on the Notes then Outstanding shall become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

Section 5.03. Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any other available remedy by proceeding at law or in equity to collect the payment of principal of, or premium, if any, and interest on the Notes or to enforce the performance of any provision of the Notes or the Indenture and may take any necessary action requested in writing by the Holders of a majority of the principal amount Outstanding of the Notes to settle, compromise, adjust or otherwise conclude any proceedings to which it is a party.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Noteholder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative. Any reasonable costs associated with actions taken by the Trustee under this Section 5.03 shall be reimbursed to the Trustee by the Company and the Guarantors.

Section 5.04. Waiver of Past Defaults. Section 513 of the Base Indenture shall not be applicable to the Notes, and the following shall apply to the Notes:

(a) Subject to Sections 5.08 and 6.02 hereof and the proviso to the definition of "Outstanding" in the Base Indenture, the Holders of a majority in principal amount of the Notes then Outstanding shall have the right, by notice to the Trustee, to rescind an acceleration or waive past or continuing Defaults and Events of Default, *except* a continuing Default or Event of Default in the payment of the principal of, or interest or premium, if any, on any Note as specified

in clauses (a) and (b) of Section 5.01 (other than any payment Default or Event of Default that resulted from such acceleration) or in respect of a covenant or a provision which cannot be modified or amended without the consent of all Holders as provided for in Section 6.02. The Company shall deliver to the Trustee an Officers' Certificate stating that the requisite percentage of Holders have consented to such waiver or rescission and attaching copies of such consents.

In the event of any Default or Event of Default specified in Section 5.01(d), such Default or Event of Default will be annulled, waived, and rescinded, automatically and without any action by the Trustee or the Holders, if within 20 days after such Default or Event of Default arose:

(i) the Indebtedness or Guarantee that is the basis for such Default or Event of Default has been discharged;

(ii) the holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Default or Event of Default; or

(iii) the default that is the basis for such Default or Event of Default has been cured.

The Company shall promptly notify the Trustee of the occurrence of any of (i) through (iii) above, provided that the failure to provide such notification shall not affect such automatic annulment, waiver, and rescission.

In case of any waiver of a Default or Event of Default, the Company, the Trustee and the Holders shall be restored to their former positions and rights hereunder and under the Notes, respectively. This subsection (a) of this Section 5.04 shall be in lieu of TIA §316(a)(1)(B), and TIA §316(a)(1)(B) is hereby expressly excluded from this Supplemental Indenture and the Notes, as permitted by the TIA.

(b) Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Supplemental Indenture and the Notes, but no such waiver or rescission shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto.

Section 5.05. Control by Majority. Subject to Section 601 of the Base Indenture, the Holders of a majority in principal amount of the outstanding Notes have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or exercising any trust or power conferred on the Trustee by the Indenture. The Trustee, however, may refuse to follow any direction that conflicts with law or the Indenture or that the Trustee determines may be unduly prejudicial to the rights of another Holder not taking part in such direction, and the Trustee shall have the right to decline to follow any such direction if the Trustee, being advised by counsel, determines that the action so directed may not lawfully be taken or if the Trustee in good faith shall, by a Responsible Officer, determine that the proceedings so directed may involve it in personal liability; *provided* that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction. The Trustee may withhold from the Holders notice of any continuing Default or Event of Default if it determines that withholding notice is in the Holders' interest, except a Default or Event of Default in the payment of the principal of, or interest or premium, if any, on any Note as specified in clauses (a) and (b) of Section 5.01 (other than any payment Default or Event of Default that resulted from such acceleration). In the event the Trustee takes any enforcement action or follows any such direction pursuant to the Indenture, the Trustee shall be entitled to indemnification reasonably satisfactory to it against any loss or expense caused by taking such action or following such direction.

This Section 5.05 shall be in lieu of TIA §316(a)(1)(A), and TIA §316(a)(1)(A) is hereby expressly excluded from the Indenture and the Notes, as permitted by the TIA.

Section 5.06. Limitation on Suits. Subject to Section 5.08, a Holder may not enforce or pursue any remedy with respect to the Indenture or the Notes unless:

(i) the Holder has given the Trustee written notice of a continuing Event of Default;

(ii) the Holders of at least 25% in principal amount of the Notes then outstanding make a written request to the Trustee to pursue the remedy; *provided* that, in the case of any Event of Default described in clause (g) of Section 5.01, the Holders of not less than 25% in principal amount of all Outstanding Securities (including the Notes) under the Indenture, shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(iii) such Holder or Holders offer the Trustee indemnity satisfactory to the Trustee against any costs, liability or expense;

(iv) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity; and

(v) during such 60-day period, the Holders of a majority in aggregate principal amount of the outstanding Notes do not give the Trustee a direction that is inconsistent with the request.

A Noteholder may not use any provision of the Indenture to disturb or prejudice the rights of another Noteholder or to obtain a preference or priority over another Noteholder.

Section 5.07. No Personal Liability of Directors, Officers, Employees and Stockholders. No director, officer, employee, incorporator or stockholder of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the Notes, the Indenture, the Guarantees of the Notes, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Section 5.08. Rights of Holders To Receive Payment. Notwithstanding any other provision of the Indenture, the right of any Holder of a Note to receive payment of the principal of or premium, if any, or interest, if any, on such Note on or after the respective due dates expressed in such Note, or to bring suit for the enforcement of any such payment, on or after such respective due dates, is absolute and unconditional and shall not be impaired or affected without the consent of the Holder.

Section 5.09. Collection Suit by Trustee. If an Event of Default specified in Section 5.01(a) or (b) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Company or any Guarantor (or any other obligor on the Notes) for the whole amount of unpaid principal and accrued interest remaining unpaid, together with interest on overdue principal and, to the extent that payment of such interest is lawful, interest on overdue installments of interest, in each case at the rate set forth in the Notes, and such further amounts as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

Section 5.10. Trustee May File Proofs of Claim. The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 606 of the Base Indenture) and the Noteholders allowed in any judicial proceedings relative to the Company or any Guarantor (or any other obligor upon the Notes), its creditors or its property and shall be entitled and empowered to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same after deduction of its charges and expenses to the extent that any such charges and expenses are not paid out of the estate in any such proceedings and any custodian in any such judicial proceeding is hereby authorized by each Noteholder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Noteholders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 606 of the Base Indenture.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Noteholder any plan or reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Noteholder thereof, or to authorize the Trustee to vote in respect of the claim of any Noteholder in any such proceedings.

Section 5.11. Priorities. If the Trustee collects any money or property pursuant to this Article Five, it shall pay out the money and property in the following order:

FIRST: to the Trustee for amounts due under Section 606 of the Base Indenture;

SECOND: to Noteholders for amounts due and unpaid on the Notes for principal, premium, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable; and

THIRD: to the Company or, to the extent the Trustee collects any amount from any Guarantor, to such Guarantor, or as a court of competent jurisdiction may direct.

The Trustee may fix a record date and payment date for any payment to Noteholders pursuant to this Section 5.11.

Section 5.12. Undertaking for Costs. In any suit for the enforcement of any right or remedy under the Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 5.12 does not apply to a suit by the Trustee, a suit by a Noteholder pursuant to Section 5.08 or a suit by Holders of more than 10% in aggregate principal amount of the outstanding Notes.

ARTICLE VI

AMENDMENT, SUPPLEMENT AND WAIVER

Section 6.01. Without Consent of Noteholders. The provisions of Section 901 of the Base Indenture shall not be applicable to the Notes, and the following shall apply to the Notes:

Except as provided in Section 6.02, the Company, the Guarantors, if applicable, and the Trustee may modify and amend the Indenture, the Notes or the Guarantees of the Notes without the consent of any Holder for any of the following purposes:

(1) to cure any ambiguity, defect or inconsistency;

(2) to provide for uncertificated Notes in addition to or in place of certificated Notes;

(3) to provide for the assumption of the Company's or a Guarantor's obligations to the Holders in the case of a merger or consolidation or disposition of all or substantially all of Company's or a Guarantor's assets;

(4) to make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the legal rights under the Indenture of any such Holder;

(5) to close the Indenture with respect to the authentication and delivery of additional series of debt securities or to qualify, or maintain qualification of, the Indenture under the TIA;

(6) to allow any Guarantor to execute a supplemental indenture and/or a Guarantee of the Notes;

(7) to evidence and provide for the acceptance or appointment of a successor Trustee or facilitate the administration of the trusts under the Indenture by more than one Trustee;

(8) to mortgage, pledge, hypothecate or grant a security interest in favor of the Trustee for the benefit of the Holders as additional security for the payment and performance of the Company's or a Guarantor's obligations;

(9) to release a Guarantor from its Guarantee of the Notes pursuant to the terms of the Indenture when permitted or required pursuant to the terms of the Indenture;

(10) to conform the text of the Indenture, such Notes or the Guarantees of such Notes to any provision of the "Description of Notes" contained in the Offering Memorandum;

(11) to amend the provisions of the Indenture relating to the transfer and legending of the Notes; *provided*, *however*, that (a) compliance with the Indenture as so amended would not result in the Notes being transferred in violation of the Securities Act or any applicable securities law and (b) such amendment does not materially and adversely affect the rights of Holders to transfer Notes;

(12) to add, change or eliminate any provisions of the Indenture, *provided* that any addition, change or elimination shall (i) neither apply to the Notes entitled to the benefit of such provisions nor modify the rights of the Holders of the Notes with respect to such provision or (ii) become effective only when there are no outstanding Notes; or

(13) to establish the form or terms of debt securities of any series, other than the Notes.

Section 6.02. Modification and Amendment with Consent of Noteholders. The provisions of Section 902 of the Base Indenture shall not be applicable to the Notes, and the following shall apply to the Notes:

(a) Except as provided in Section 6.01 and subsection (b) of this Section 6.02, this Supplemental Indenture, the Notes or the Guarantee of the Notes may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding Notes voting as a single class (including, without limitation, consents obtained in connection with a purchase of, tender offer or exchange offer for, the Notes), and any existing Default or Event of Default or compliance with any provision of this Supplemental Indenture, the Notes or the Guarantee of the Notes may be waived with the consent of the Holders of at least a majority in principal amount of the then outstanding Notes voting as a single class (including, without limitation, consents obtained in connection with a purchase of, tender offer or exchange offer for, the Notes).

(b) Notwithstanding subsection (a) of this Section 6.02, without the consent of each Holder of Notes affected, an amendment or waiver may not (with respect to any Note held by a non-consenting Holder):

(i) reduce the principal amount of such Notes whose Holders must consent to an amendment, supplement or waiver;

(ii) reduce the principal of or change the fixed maturity of any Note or alter the provisions with respect to the redemption of such Notes (other than provisions set forth in Section 9.02 and other than notice provisions with respect to any optional redemption by the Company);

(iii) reduce the rate of or change the time for payment of interest on any Note;

(iv) waive a Default or Event of Default in the payment of principal of, or interest or premium on, Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of such Notes and a waiver of the payment Default or Event of Default in respect of such Notes that resulted from such acceleration);

(v) make any Note payable in money other than that stated in such Notes;

(vi) make any change in the provisions of this Supplemental Indenture relating to waivers of past Defaults or the rights of Holders to receive payments of principal of, or interest or premium on, Notes;

(vii) after the date of an event giving rise to a redemption, waive a redemption payment with respect to any Note (other than a payment required by Section 9.02);

(viii) release any Guarantor that is a Significant Subsidiary or group of Guarantors that, taken together (as of the latest audited consolidated financial statements for the Company), would constitute a Significant Subsidiary, from any of its obligations under its Guarantee of the Notes or this Supplemental Indenture, except in accordance with the terms of the Indenture;

(ix) make any change to the provisions of the Indenture relating to the ranking of such Notes that adversely affects the rights of the Holders thereof; or

(x) make any change in the preceding amendment and waiver provisions.

(c) It shall not be necessary for the consent of the Holders under this Section 6.02 to approve the particular form of any proposed amendment, supplement or waiver, but it shall be sufficient if such consent approves the substance thereof.

(d) After an amendment, supplement or waiver under this Section 6.02 becomes effective, the Company shall mail to the Holders affected thereby a notice briefly describing the amendment, supplement or waiver. The Company may elect in its sole discretion to have the Trustee mail such notice prepared by the Company on the Company's behalf and at the Company's sole expense. Any failure of the Company to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amendment, supplement or waiver.

Section 6.03. Effect of Supplemental Indentures. Upon the execution of any supplemental indenture under this Article, the Base Indenture and this Supplemental Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of the Indenture for all purposes; and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder and of any coupon appertaining thereto shall be bound thereby.

Section 6.04. Article Nine of Base Indenture. Except as amended by this Article VI, all of the provisions of Article Nine of the Base Indenture shall be applicable to the Notes.

ARTICLE VII

CONSOLIDATION, MERGER, AND SALE OF ASSETS

Section 7.01. Consolidation, Merger, and Sale of Assets. Article Eight of the Base Indenture is amended in respect of the Notes by adding the following additional provisions:

(a) A Guarantor shall not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person), another Person, other than the Company or another Guarantor, unless:

(i) immediately after giving effect to that transaction, no Default or Event of Default exists;

(ii) subject to Section 11.05 hereof, the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger assumes all the obligations of that Guarantor under this Supplemental Indenture and its Guarantee of the Notes pursuant to a supplemental indenture in a form reasonably satisfactory to the Trustee; and

(iii) an Opinion of Counsel and Officers' Certificate have been delivered to the Trustee as required by Section 803 of the Base Indenture.

(b) Article Eight of the Base Indenture shall not apply to a sale, assignment, transfer, conveyance or other disposition of assets between or among the Company and any of the Guarantors.

ARTICLE VIII

[RESERVED]

ARTICLE IX

REPURCHASE OF NOTES AT OPTION OF HOLDERS

Section 9.01. Repurchase of Securities at Option of the Holder on Specified Dates. The provisions of Article Thirteen of the Base Indenture shall not be applicable to the Notes.

Section 9.02. Repurchase at Option of Holders. If a Change of Control occurs, unless the Company has previously or concurrently mailed or caused to be mailed notice of a redemption of all of the outstanding Notes under paragraph 5 of the Notes (unless and until there is a default in payment of the applicable redemption price), each Holder will have the right to require the Company to repurchase all or any part (equal to at least $2,000 or an integral multiple of $1,000 in excess thereof) of that Holder's Notes pursuant to an offer (the "**Change of Control Offer**") on the terms set forth in this Section. In the Change of Control Offer, the Company will offer a payment (the "**Change of Control Payment**") in cash equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to (but not including) the date of purchase.

Within 30 days following any Change of Control or, at the Company's option, prior to any Change of Control, but after public announcement of the transaction that constitutes or may constitute the Change of Control, the Company will send or cause to be sent notice of such Change of Control Offer, with a copy to the Trustee and the Depositary, by first-class mail, to each Holder to the address of such Holder appearing in the Security Register or otherwise in accordance with the procedures of the Depositary, with the following information:

(1) that a Change of Control Offer is being made pursuant to this Section 9.02 and that all Notes properly tendered pursuant to such Change of Control Offer will be accepted for payment by the Company;

(2) the purchase price and the purchase date, which will be no earlier than 30 days nor later than 60 days from the date such notice is mailed or, if the notice is mailed prior to the Change of Control, no earlier than 30 days and no later than 60 days after the date on which the Change of Control occurs (the "**Change of Control Payment Date**");

(3) that any Note not properly tendered will remain outstanding and continue to accrue interest;

(4) that unless the Company defaults in the payment of the Change of Control Payment, all Notes accepted for payment pursuant to the Change of Control Offer will cease to accrue interest on the Change of Control Payment Date;

(5) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender such Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of such Notes completed, to the Paying Agent specified in the notice at

the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(6) that Holders tendering less than all of their Notes will be issued new Notes and such new Notes will be equal in principal amount to the unpurchased portion of the Notes surrendered; and

(7) other instructions, as determined by the Company, consistent with this Section 9.02, that a Holder must follow to tender Notes pursuant to such Change of Control Offer.

On the Change of Control Payment Date, the Company shall, to the extent lawful:

(1) accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Paying Agent an amount equal to the aggregate Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(3) deliver, or cause to be delivered, to the Trustee for cancellation the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company.

The Paying Agent will promptly send to each Holder of Notes so tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each such new Note will be in a principal amount of at least $2,000 or an integral multiple of $1,000 in excess thereof.

If the Change of Control Payment Date is on or after a Record Date and on or before the related Interest Payment Date, any accrued and unpaid interest, if any, will be paid on the Change of Control Payment Date to the Person in whose name a Note is registered at the Close of Business on such Record Date, and no additional interest will be payable to Holders who tender pursuant to the Change of Control Offer.

Upon the payment of the Change of Control Payment, the Trustee shall, subject to the provisions of Section 2.05, return the Notes purchased to the Company for cancellation. The Trustee may act as the Paying Agent for purposes of any Change of Control Offer.

The Company shall not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 9.02 applicable to a Change of Control Offer made by the Company and purchases all Notes properly tendered under the Change of Control Offer. Any Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder, to the extent such laws or regulations are applicable in connection with the repurchase of the Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Indenture, the Company shall comply with the applicable securities laws and regulations and shall not be

deemed to have breached its obligations described in the Indenture by virtue thereof. The Company may from time to time repurchase Notes other than pursuant to a Change of Control Offer or optional redemption, whether by tender offer, open market purchase, or otherwise, in accordance with applicable securities laws.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.01. Ratification of Base Indenture. Except as expressly modified or amended hereby, the Base Indenture continues in full force and effect and is in all respects confirmed, ratified and preserved and the provisions thereof shall be applicable to the Notes and this Supplemental Indenture.

Section 10.02. Provisions Binding on Company's Successors. All the covenants, stipulations, promises and agreements of the Company contained in this Supplemental Indenture shall bind its successors and assigns whether so expressed or not.

Section 10.03. Official Acts by Successor Corporation. Any act or proceeding by any provision of this Supplemental Indenture authorized or required to be done or performed by any board, committee or officer of the Company shall and may be done and performed with like force and effect by the like board, committee or officer of any corporation or entity that shall at the time be the lawful sole successor of the Company.

Section 10.04. Addresses for Notices, Etc. Any notice or demand which by any provision of this Supplemental Indenture is required or permitted to be given or served by the Trustee or by the Noteholders on the Company or the Guarantors shall be deemed to have been sufficiently given or made, for all purposes if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed (until another address is filed by the Company with the Trustee) to the Company at 1301 Concord Terrace, Sunrise, Florida 33323, Attention: General Counsel. Any notice, direction, request or demand hereunder to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed to U.S. Bank Trust Company, National Association, Global Corporate Trust, 2 Concourse Parkway , Suite 800, Atlanta, Georgia 30328-5588, Attention: Mark C. Hallam.

The Trustee, by notice to the Company, may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Noteholder shall be mailed to him by first class mail, postage prepaid, at his address as it appears on the Security Register and shall be sufficiently given to him if so mailed within the time prescribed.

Failure to mail a notice or communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Section 10.05. Governing Law. THIS SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES OF SUCH STATE OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401.

THIS SUPPLEMENTAL INDENTURE IS SUBJECT TO THE PROVISIONS OF THE TIA THAT ARE REQUIRED TO BE A PART OF THIS SUPPLEMENTAL INDENTURE AND SHALL, TO THE EXTENT APPLICABLE, BE GOVERNED BY SUCH PROVISIONS.

Section 10.06. Intentionally Omitted.

Section 10.07. Benefits of Indenture. Nothing in the Indenture or in the Notes, expressed or implied, shall give to any person, other than the parties hereto, any Paying Agent, any authenticating agent, any Security Registrar and their successors hereunder, the Noteholders, any benefit or any legal or equitable right, remedy or claim under the Indenture.

Section 10.08. Table of Contents, Headings, Etc. The table of contents and the titles and headings of the articles and sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 10.09. Counterparts. This Supplemental Indenture may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. Any signature to this Supplemental Indenture may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. Each of the parties hereto represents and warrants to the other parties that it has the capacity and authority to execute this Supplemental Indenture through electronic means.

Section 10.10. Trustee. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture. The statements and recitals herein are deemed to be those of the Company and not of the Trustee.

Section 10.11. Further Instruments and Acts. Upon request of the Trustee, the Company will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Supplemental Indenture.

Section 10.12. Waiver of Jury Trial. EACH OF THE COMPANY, THE GUARANTORS AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 10.13. Force Majeure. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or other acts of God, and interruptions, loss or malfunction of utilities, communications or computer (software or hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

ARTICLE XI

GUARANTEES

Section 11.01. Guarantee.

(a) Subject to this Article XI, each of the Guarantors hereby, jointly and severally, unconditionally guarantees on an unsecured, unsubordinated basis, to each Holder of a Note, authenticated and delivered by the Trustee, and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Supplemental Indenture or the Base Indenture, the Notes or the obligations of the Company hereunder or thereunder, that:

(i) the principal of, premium, if any, and interest on, the Notes will be promptly paid in full when due, whether at maturity, by acceleration or otherwise, and interest on the overdue principal and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise.

Failing payment when due of any amount so guaranteed or any performance so guaranteed for any reason whatsoever, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(b) The Guarantors hereby agree that their obligations hereunder are unconditional, irrespective of the validity, regularity or enforceability of this Supplemental Indenture or the Base Indenture, the Notes, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor. Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of bankruptcy or insolvency of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenant that this Guarantee will not be discharged except by complete performance of the obligations contained in the Notes and the Indenture.

(c) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or the Guarantors, any amount paid either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(d) Each Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations under the Notes guaranteed hereby. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (1) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article Five hereof for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (2) in the event of any declaration of acceleration of

such obligations as provided in Article Five hereof, such obligations (whether or not due and payable) will forthwith become due and payable by the Guarantors for purposes of this Guarantee. The Guarantors will have the right to seek contribution from any other Guarantor, or the Company, as the case may be, so long as the exercise of such right does not impair the rights of the Holders under this Guarantee.

Section 11.02. Limitation on Guarantor Liability. Each Guarantor, and by its acceptance of the Notes, each Holder, hereby confirms that it is the intention of all such parties that the Guarantee of such Guarantor of the Notes not constitute a fraudulent transfer, fraudulent conveyance or fraudulent obligation for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Guarantee of the Notes. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantors hereby irrevocably agree that the obligations of such Guarantor shall be limited to the maximum amount that shall, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contributions from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article XI that are relevant under such laws, result in the obligations of such Guarantor under its Guarantee of the Notes not constituting a fraudulent transfer, fraudulent conveyance or fraudulent obligation.

Section 11.03. Execution and Delivery of Guarantees.

(a) To evidence its Guarantee set forth in Section 11.01 hereof, each Guarantor hereby agrees that this Supplemental Indenture shall be executed on behalf of such Guarantor by one of its authorized officers or attorneys-in-fact.

(b) Each Guarantor hereby agrees that its Guarantee set forth in Section 11.01 hereof shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee.

(c) If an officer or attorney-in-fact whose signature is on this Supplemental Indenture no longer holds that office or is so appointed at the time the Trustee authenticates the Note, the Guarantee shall be valid nevertheless.

(d) The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute delivery of the Guarantee with respect to the Notes set forth in the Indenture on behalf of the Guarantors.

(e) If required by Section 4.04 hereof, the Company shall cause any Subsidiary that is not a Guarantor to comply with the provisions of Section 4.04 hereof and this Article XI, to the extent applicable.

Section 11.04. Contribution. Each Guarantor that makes a payment or distribution under its Guarantee of the Notes shall be entitled to contribution from any other Guarantor or the Company, as the case may be.

Section 11.05. Releases.

(a) The Guarantee of the Notes by a Guarantor will be automatically and unconditionally released, and any Person acquiring assets (including by way of merger or consolidation) or Capital Stock of a Guarantor shall not be required to assume the obligations of any such Guarantor:

(1) in connection with any sale, exchange, transfer, conveyance or other disposition of (whether by merger, consolidation or the sale of) a majority of the Capital Stock of such Guarantor (or such lesser portion as is sufficient for such Guarantor to cease to be a Subsidiary of the Company) or the sale of all or substantially all the assets of such Guarantor, to or with and into a Person which is not the Company or another Subsidiary of the Company;

(2) if any Guarantor is dissolved or otherwise no longer obligated to provide a Guarantee of the Notes pursuant to the Indenture;

(3) if such Guarantor's guarantee of any obligations under any Debt Facility of the Company (including the Credit Agreement) with an aggregate principal or committed amount of $250 million or more is fully and unconditionally released, except that such Guarantor shall subsequently be required to become a Guarantor by executing a supplemental indenture and providing the Trustee with an Officers' Certificate and Opinion of Counsel as required by the Indenture at such time as it guarantees any obligations under any Debt Facility of the Company (including the Credit Agreement) with an aggregate principal or committed amount of $250 million or more; or

(4) upon the Company's exercise of its legal defeasance option or covenant defeasance option as described in Section 12.02 or Section 12.03 hereof or if the Company's obligations under the Indenture and the Notes are discharged in accordance with Section 12.01 hereof.

(b) The Trustee shall execute any documents reasonably requested by either the Company or a Guarantor in order to evidence the release of such Guarantor from its obligations under its Guarantee under this Article XI, subject to the Trustee's receipt of an Opinion of Counsel and Officers' Certificates stating that all conditions precedent to such release have been met.

ARTICLE XII

DISCHARGE; DEFEASANCE

The provisions of Article Four and Article Fourteen of the Base Indenture shall not be applicable to the Notes, and the following shall apply to the Notes:

Section 12.01. Discharge of Indenture. The Indenture will be discharged and will cease to be of further effect as to all Notes and the Guarantees thereof, and the Trustee (except to the extent that Securities other than the Notes are Outstanding), at the request and expense of the Company, will execute proper instruments acknowledging satisfaction and discharge of the Indenture, the Notes and the Guarantees of the Notes, when:

(a) either:

(A) all Notes that have been authenticated, except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has been deposited in trust and thereafter repaid to the Company, have been delivered to the Trustee for cancellation; or

(B) all Notes that have not been delivered to the Trustee for cancellation have become due and payable by reason of the mailing of a notice of redemption or otherwise or will become due and payable within one year and the Company or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee as trust

funds in trust solely for the benefit of the Holders, cash in U.S. Dollars, U.S. Government Obligations, or a combination of cash in U.S. Dollars and U.S. Government Obligations, in such amounts as will be sufficient without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness on the Notes not delivered to the Trustee for cancellation for principal, premium and accrued interest to the date of maturity or redemption;

(b) the Company or any Guarantor has paid or caused to be paid all sums payable by it under the Indenture; and

(c) the Company has delivered irrevocable instructions to the Trustee under the Indenture to apply the deposited money toward the payment of Notes at maturity or the Redemption Date, as the case may be.

In addition, the Company shall deliver an Officers' Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied or waived.

The Trustee shall acknowledge satisfaction and discharge of the Indenture with respect to the Notes and the Guarantees of the Notes on demand of and at the expense of the Company.

Notwithstanding the satisfaction and discharge of the Indenture, the obligations of the Company in Section 606 of the Base Indenture and Section 12.05, 12.06, 12.07 and 12.08 hereof shall survive such satisfaction and discharge.

Section 12.02. Legal Defeasance. The Company may, at its option and at any time, elect to have all of its obligations and the obligations of the Guarantors discharged with respect to the Outstanding Notes and Guarantees of the Notes on a date the conditions set forth in Section 12.04 are satisfied (hereinafter, "**Legal Defeasance**"). For this purpose, such Legal Defeasance means that the Company and the Guarantors will be deemed to have paid and discharged the entire Indebtedness represented by the Outstanding Notes and Guarantees of the Notes and to have satisfied all their other obligations under such Notes, the Guarantees of the Notes and the Indenture (and the Trustee, at the request and expense of the Company, shall, subject to Section 12.06, execute instruments in form and substance reasonably satisfactory to the Trustee and the Company acknowledging the same), except for the following which shall survive until otherwise terminated or discharged hereunder: (1) the rights of Holders of Outstanding Notes to receive, solely from the trust funds described in Section 12.04 and as more fully set forth in Section 12.04, payments in respect of the principal of, premium, if any, and interest on such Notes when such payments are due, (2) the Company's obligations with respect to such Notes under Article Two and Sections 1002 and 1003 of the Base Indenture, (3) the rights, powers, trusts, duties, and immunities of the Trustee hereunder (including claims of, or payments to, the Trustee under or pursuant to Section 606 of the Base Indenture) and the Company's obligations in connection therewith and (4) this Article Twelve.

Subject to compliance with this Article Twelve, the Company may exercise its option under this Section 12.02 with respect to the Notes notwithstanding the prior exercise of its option under Section 12.03 below with respect to the Notes.

Section 12.03. Covenant Defeasance. The Company may, at its option and at any time, elect to have all of its obligations and the obligations of the Guarantors under Sections 4.03 through 4.09, 4.12, 7.01(a), 9.01 and 9.02 (except for obligations mandated by the TIA) released with respect to the Outstanding Notes and Guarantees of the Notes on a date the conditions set forth in Section 12.04 are

satisfied (hereinafter, "**Covenant Defeasance**"). For this purpose, Covenant Defeasance means that, with respect to the Outstanding Notes and Guarantees of the Notes, the Company and the Guarantors may fail to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document, and such omission to comply shall not constitute a Default or an Event of Default under Section 5.01, but, except as specified above, the remainder of the Indenture, the Notes and the Guarantees of the Notes shall be unaffected thereby. In addition, upon the Company's exercise of the option in this Section 12.03, subject to the satisfaction of the conditions set forth in Section 12.04, Sections 5.01(c), (d), (e) and (f) (solely with respect to any Guarantor that is a Significant Subsidiary or any group of Guarantors that, taken together, would constitute a Significant Subsidiary) shall not constitute Events of Default.

Notwithstanding any discharge or release of any obligations under the Indenture pursuant to Section 12.02 or this Section 12.03, the Company's obligations in Article Two and Sections 12.05, 12.06, 12.07 and 12.08 shall survive until such time as the Notes have been paid in full. Thereafter, the Company's obligations in Section 606 of the Base Indenture and Sections 12.05, 12.07 and 12.08 hereof shall survive.

Section 12.04. Conditions to Legal Defeasance or Covenant Defeasance. The following shall be the conditions to application of Section 12.02 or Section 12.03 to the outstanding Notes:

(a) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders, cash in U.S. Dollars, U.S. Government Obligations or a combination thereof in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants (such opinion shall be addressed and delivered to the Trustee, and upon which the Trustee shall have no liability in relying), to pay the principal, premium, if any, and interest on the Notes Outstanding on the Stated Maturity date or on the applicable Redemption Date, as the case may be, and the Company must specify whether such Notes are being defeased to maturity or to a particular Redemption Date;

(b) in the case of Legal Defeasance, the Company shall have delivered to the Trustee an Opinion of Counsel in the United States (upon which the Trustee shall have no liability in relying) confirming that (a) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the Issue Date, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the beneficial owners will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(c) in the case of Covenant Defeasance, the Company shall have delivered to the Trustee an Opinion of Counsel in the United States (upon which the Trustee shall have no liability in relying) confirming that the beneficial owners of the Notes Outstanding will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(d) no Default or Event of Default shall have occurred and be continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit and the grant of any Lien securing such borrowing);

(e) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than the Indenture and the agreements governing any other Indebtedness being defeased, discharged or replaced) to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound;

(f) the Company must deliver to the Trustee an Officers' Certificate (upon which the Trustee shall have no liability in relying) stating that the deposit was not made by the Company with the intent of preferring the Holders over the other creditors of the Company with the intent of defeating, hindering, delaying or defrauding creditors of the Company or others; and

(g) the Company must deliver to the Trustee an Officers' Certificate and an Opinion of Counsel (upon which the Trustee shall have no liability in relying), each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Notwithstanding the foregoing, the Opinion of Counsel required by clause (b) above with respect to a Legal Defeasance need not be delivered if all Notes not theretofore delivered to the Trustee for cancellation (x) have become due and payable or (y) will become due and payable on the maturity date within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company.

Section 12.05. Deposited Money and U.S. Government Obligations To Be Held in Trust. Subject to Section 12.08, all money and U.S. Government Obligations (including the proceeds thereof) deposited with the Trustee pursuant to Sections 12.01 and 12.04 in respect of the Outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and the Indenture, to the payment, either directly or through any Paying Agents, to the Holders of such Notes, of all sums due and to become due thereon in respect of principal, premium, if any, and accrued interest, but such money need not be segregated from other funds except to the extent required by law.

The Company and the Guarantors shall (on a joint and several basis) pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the U.S. Government Obligations deposited pursuant to Sections 12.01 and 12.04 or the principal, premium, if any, and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the Outstanding Notes.

Anything in this Article Twelve to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon a request of the Company any money or U.S. Government Obligations held by it as provided in Sections 12.01 and 12.04 which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, are in excess of the amount thereof which would then be required to be deposited to effect an equivalent satisfaction and discharge, Legal Defeasance or Covenant Defeasance.

Section 12.06. Reinstatement. If the Trustee or any Paying Agent is unable to apply any money or U.S. Government Obligations in accordance with Section 12.01, 12.02 or 12.03 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's and each Guarantor's obligations under the Indenture, the Notes and the Guarantees of the Notes shall be revived and reinstated

as though no deposit had occurred pursuant to this Article Twelve until such time as the Trustee or such Paying Agent is permitted to apply all such money or U.S. Government Obligations in accordance with Section 12.01, 12.02 or 12.03; *provided* that if the Company or the Guarantors have made any payment of principal of, premium, if any, or accrued interest on any Notes because of the reinstatement of their obligations, the Company or the Guarantors, as the case may be, shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or U.S. Government Obligations held by the Trustee or any Paying Agent.

Section 12.07. Moneys Held by Paying Agent. In connection with the satisfaction and discharge or defeasance of the Indenture, all moneys and U.S. Government Obligations then held by any Paying Agent under the provisions of the Indenture shall, upon written demand of the Company, be paid or delivered to the Trustee, or if sufficient moneys and U.S. Government Obligations have been deposited pursuant to Section 12.01 or 12.04, as the case may be, to the Company (or, if such moneys and U.S. Government Obligations were deposited by the Guarantors, to such Guarantors) within five Business Days after a request of the Company, and thereupon such Paying Agent shall be released from all further liability with respect to such moneys.

Section 12.08. Moneys Held by Trustee. Subject to applicable law, any moneys and U.S. Government Obligations deposited with the Trustee or any Paying Agent or then held by the Company or the Guarantors in trust for the payment of the principal of, or premium, if any, or interest on any Note that are not applied but remain unclaimed by the Holder of such Note for two years after the date upon which the principal of, or premium, if any, or interest on such Note shall have respectively become due and payable shall be repaid or returned to the Company (or, if appropriate, the Guarantors) upon a request of the Company, or if such moneys and U.S. Government Obligations are then held by the Company or the Guarantors in trust, such moneys and U.S. Government Obligations shall be released from such trust; and the Holder of such Note entitled to receive such payment shall thereafter, as an unsecured general creditor, look only to the Company and the Guarantors for the payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust moneys and U.S. Government Obligations shall thereupon cease; *provided* that the Trustee or any such Paying Agent, before being required to make any such repayment, may, at the expense of the Company and the Guarantors, either mail to each Noteholder affected, at the address shown in the Security Register, or cause to be published once, in one newspaper published in the English language, customarily published each Business Day and of general circulation in The City of New York, the State of New York, a notice that such moneys and U.S. Government Obligations remain unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such mailing or publication, any unclaimed balance of such moneys and U.S. Government Obligations then remaining will be repaid or returned to the Company. After payment or return to the Company or the Guarantors or the release of any moneys and U.S. Government Obligations held in trust by the Company or any Guarantors, as the case may be, Holders entitled thereto must look only to the Company and the Guarantors for payment as general creditors unless applicable abandoned property law designates another Person.

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Supplemental Indenture to be duly executed by their respective officers hereunto duly authorized, all as of the day and year first above written.

MEDNAX, INC.

By: /s/ Dominic J. Andreano
Name: Dominic J. Andreano
Title: Secretary

GUARANTORS:

1500 CONCORD TERRACE, LLC
ALASKA NEONATOLOGY ASSOCIATES, INC.
AUGUSTA NEONATOLOGY ASSOCIATES, P.C.
CENTRAL OKLAHOMA NEONATOLOGY ASSOCIATES, INC.
MAGELLA MEDICAL ASSOCIATES BILLING, INC.
MAGELLA MEDICAL ASSOCIATES MIDWEST, P.C.
MAGELLA MEDICAL ASSOCIATES OF GEORGIA, P.C.
MAGELLA MEDICAL GROUP, INC.
MEDNAX SERVICES, INC.
MOUNTAIN STATES NEONATOLOGY, INC.
NEONATAL SPECIALISTS, LTD.
NEONATOLOGY ASSOCIATES OF ATLANTA, P.C.
NIGHT-LIGHT AFTER HOURS PEDIATRICS, PLLC
NIGHT LITE PEDIATRIC CENTER, LLC
NORTHWEST NEWBORN SPECIALISTS, P.C.
OBSTETRICS AND PEDIATRICS SUBSPECIALTY GROUP OF KANSAS AND MISSOURI, P.A.
OBSTETRIX MEDICAL GROUP OF ARIZONA, P.C.
OBSTETRIX MEDICAL GROUP OF ATLANTA, LLC
OBSTETRIX MEDICAL GROUP OF CALIFORNIA, A PROFESSIONAL CORPORATION
OBSTETRIX MEDICAL GROUP OF COASTAL CAROLINA, PLLC
OBSTETRIX MEDICAL GROUP OF COLORADO, P.C.
OBSTETRIX MEDICAL GROUP OF INDIANA, P.C.

By: /s/ Dominic J. Andreano
Name: Dominic J. Andreano
Title: Attorney-In-Fact of each of the Guarantors

OBSTETRIX MEDICAL GROUP OF NEW JERSEY, P.C.
OBSTETRIX MEDICAL GROUP OF PHOENIX, P.C.
OBSTETRIX MEDICAL GROUP OF SACRAMENTO, P.C.
OBSTETRIX MEDICAL GROUP OF TEXAS BILLING, INC.
OBSTETRIX MEDICAL GROUP OF THE CENTRAL COAST, PROFESSIONAL CORPORATION
OBSTETRIX MEDICAL GROUP OF UTAH, P.C.
OBSTETRIX MEDICAL GROUP OF WASHINGTON, INC., P.S.
OZARK NEONATAL ASSOCIATES, INC.
PEDIATRIX AND OBSTETRIX VIRTUAL, P.C.
PEDIATRIX BC VENTURES, LLC
PEDIATRIX CARDIOLOGY OF ORANGE COUNTY, P.C.
PEDIATRIX CARDIOLOGY OF SPRINGFIELD, P.C.
PEDIATRIX CARDIOLOGY OF WASHINGTON, P.C.
PEDIATRIX EMERGENT AND CRITICAL CARE SERVICES, LLC
PEDIATRIX INTERNATIONAL, INC.
PEDIATRIX MEDICAL GROUP NEONATOLOGY AND PEDIATRIC INTENSIVE CARE SPECIALISTS OF NEW YORK, P.C.
PEDIATRIX MEDICAL GROUP OF ARKANSAS, P.A.
PEDIATRIX MEDICAL GROUP OF CALIFORNIA, A PROFESSIONAL CORPORATION
PEDIATRIX MEDICAL GROUP OF COLORADO, P.C.
PEDIATRIX MEDICAL GROUP OF FLORIDA, INC.
PEDIATRIX MEDICAL GROUP OF GEORGIA, P.C.
PEDIATRIX MEDICAL GROUP OF ILLINOIS, P.C.
PEDIATRIX MEDICAL GROUP OF KANSAS, P.A.
PEDIATRIX MEDICAL GROUP OF KENTUCKY, P.S.C.
PEDIATRIX MEDICAL GROUP OF LOUISIANA, L.L.C.
PEDIATRIX MEDICAL GROUP OF MICHIGAN, P.C.
PEDIATRIX MEDICAL GROUP OF MISSISSIPPI, INC.
PEDIATRIX MEDICAL GROUP OF MISSOURI, P.C.
PEDIATRIX MEDICAL GROUP OF MONTANA, P.C.
PEDIATRIX MEDICAL GROUP OF NEW MEXICO, P.C.

By: /s/ Dominic J. Andreano
Name: Dominic J. Andreano
Title: Attorney-In-Fact of each of the Guarantors

PEDIATRIX MEDICAL GROUP OF NORTH CAROLINA, P.C.
PEDIATRIX MEDICAL GROUP OF OHIO CORP.
PEDIATRIX MEDICAL GROUP OF OKLAHOMA, P.C.
PEDIATRIX MEDICAL GROUP OF PENNSYLVANIA, P.C.
PEDIATRIX MEDICAL GROUP OF SOUTH CAROLINA, P.A.
PEDIATRIX MEDICAL GROUP OF TENNESSEE, P.C.
PEDIATRIX MEDICAL GROUP OF TEXAS BILLING, INC.
PEDIATRIX MEDICAL GROUP OF THE MID-ATLANTIC, P.C.
PEDIATRIX MEDICAL GROUP OF WASHINGTON, INC., P.S.
PEDIATRIX MEDICAL GROUP, INC. (FL)
PEDIATRIX MEDICAL GROUP, INC. (UT)
PEDIATRIX MEDICAL GROUP, P.A.
PEDIATRIX MEDICAL GROUP, P.C. (VA)
PEDIATRIX MEDICAL GROUP, P.C. (WV)
PEDIATRIX MEDICAL SERVICES, INC.
PEDIATRIX NEWBORN HEARING SCREEN, LLC
PEDIATRIX OF MARYLAND, P.A.
PEDIATRIX SC MANAGEMENT SERVICES, LLC
PMG CARDIOLOGY, INC.
PMGSC, P.A.
POKROY MEDICAL GROUP OF NEVADA, LTD.
PUC PROPERTIES OF HOUSTON, LLC
TEXAS NEWBORN SERVICES, INC.

By: /s/ Dominic J. Andreano
Name: Dominic J. Andreano
Title: Attorney-In-Fact of each of the Guarantors

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Mark C. Hallam
Name: Mark C. Hallam
Title: Assistant Vice President

SCHEDULE A

1. 1500 Concord Terrace, LLC
2. Alaska Neonatology Associates, Inc.
3. Augusta Neonatology Associates, P.C.
4. Central Oklahoma Neonatology Associates, Inc.
5. Magella Medical Associates Billing, Inc.
6. Magella Medical Associates Midwest, P.C.
7. Magella Medical Associates of Georgia, P.C.
8. Magella Medical Group, Inc.
9. Mednax Services, Inc.
10. Mountain States Neonatology, Inc.
11. Neonatal Specialists, Ltd.
12. Neonatology Associates of Atlanta, P.C.
13. Night-Light After Hours Pediatrics, PLLC
14. Night Lite Pediatric Center, LLC
15. Northwest Newborn Specialists, P.C.
16. Obstetrics and Pediatrics Subspecialty Group of Kansas and Missouri, P.A.
17. Obstetrix Medical Group of Arizona, P.C.
18. Obstetrix Medical Group of Atlanta, LLC
19. Obstetrix Medical Group of California, a Professional Corporation
20. Obstetrix Medical Group of Coastal Carolina, PLLC
21. Obstetrix Medical Group of Colorado, P.C.
22. Obstetrix Medical Group of Indiana, P.C.
23. Obstetrix Medical Group of New Jersey, P.C.
24. Obstetrix Medical Group of Phoenix, P.C.
25. Obstetrix Medical Group of Sacramento, P.C.
26. Obstetrix Medical Group of Texas Billing, Inc.
27. Obstetrix Medical Group of the Central Coast, Professional Corporation
28. Obstetrix Medical Group of Utah, P.C.
29. Obstetrix Medical Group of Washington, Inc., P.S.
30. Ozark Neonatal Associates, Inc.
31. Pediatrix and Obstetrix Virtual, P.C.
32. Pediatrix BC Ventures, LLC
33. Pediatrix Cardiology of Orange County, P.C.
34. Pediatrix Cardiology of Springfield, P.C.
35. Pediatrix Cardiology of Washington, P.C.
36. Pediatrix Emergent and Critical Care Services, LLC
37. Pediatrix International, Inc.
38. Pediatrix Medical Group Neonatology and Pediatric Intensive Care Specialists of New York, P.C.
39. Pediatrix Medical Group of Arkansas, P.A.
40. Pediatrix Medical Group of California, a Professional Corporation
41. Pediatrix Medical Group of Colorado, P.C.
42. Pediatrix Medical Group of Florida, Inc.
43. Pediatrix Medical Group of Georgia, P.C.
44. Pediatrix Medical Group of Illinois, P.C.
45. Pediatrix Medical Group of Kansas, P.A.
46. Pediatrix Medical Group of Kentucky, P.S.C.
47. Pediatrix Medical Group of Louisiana, L.L.C.
48. Pediatrix Medical Group of Michigan, P.C.

49. Pediatrix Medical Group of Mississippi, Inc.
50. Pediatrix Medical Group of Missouri, P.C.
51. Pediatrix Medical Group of Montana, P.C.
52. Pediatrix Medical Group of New Mexico, P.C.
53. Pediatrix Medical Group of North Carolina, P.C.
54. Pediatrix Medical Group of Ohio Corp.
55. Pediatrix Medical Group of Oklahoma, P.C.
56. Pediatrix Medical Group of Pennsylvania, P.C.
57. Pediatrix Medical Group of South Carolina, P.A.
58. Pediatrix Medical Group of Tennessee, P.C.
59. Pediatrix Medical Group of Texas Billing, Inc.
60. Pediatrix Medical Group of the Mid-Atlantic, P.C.
61. Pediatrix Medical Group of Washington, Inc., P.S.
62. Pediatrix Medical Group, Inc. (FL)
63. Pediatrix Medical Group, Inc. (UT)
64. Pediatrix Medical Group, P.A.
65. Pediatrix Medical Group, P.C. (VA)
66. Pediatrix Medical Group, P.C. (WV)
67. Pediatrix Medical Services, Inc.
68. Pediatrix Newborn Hearing Screen, LLC
69. Pediatrix of Maryland, P.A.
70. Pediatrix Sc Management Services, LLC
71. PMG Cardiology, Inc.
72. PMGSC, P.A.
73. Pokroy Medical Group of Nevada, Ltd.
74. Puc Properties of Houston, LLC
75. Texas Newborn Services, Inc.

EXHIBIT A

[FORM OF GLOBAL NOTE]

MEDNAX, INC.

5.375% SENIOR NOTE DUE 2030

[*Insert Global Note Legend, if applicable*]

[*Insert Private Placement Legend*]

No. [ ] CUSIP No. [ ]
ISIN No. [ ]
$[ ]

Mednax, Inc., a Florida corporation, as issuer (the "Company"), for value received, promises to pay to CEDE & CO., or registered assigns the principal sum of [ ] Dollars ($[ ]) (or such other principal amount as shall be set forth in the Schedule of Exchanges of Interests in Global Note attached hereto), on February 15, 2030.

Interest Payment Dates:	February 15 and August 15, commencing August 15, 2022.
Record Dates:	February 1 and August 1 (whether or not a Business Day).

Reference is made to the further provisions of this Note contained herein, which will for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by its duly authorized officer.

MEDNAX, INC.

By: _____
Name:
Title:

Certificate of Authentication

This is one of the 5.375% Senior Notes due 2030 referred to in the within-mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

Dated:

[FORM OF REVERSE OF GLOBAL NOTE]

MEDNAX, INC.

5.375% SENIOR NOTE DUE 2030

1. Interest. Mednax, Inc., a Florida corporation, as issuer (the "Company"), promises to pay interest on the principal amount set forth on the face hereof at a rate of 5.375% per annum. Interest hereon will accrue from and including the most recent date to which interest has most recently been paid or, if no interest has been paid, from and including February 11, 2022. Interest shall be payable in arrears on each February 15 and August 15, commencing August 15, 2022. If any payment date is not a Business Day at a place of payment, payment may be made at that place on the next succeeding Business Day, and no interest shall accrue for the intervening period. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Company shall pay interest on overdue principal and on overdue interest (to the full extent permitted by law) at the rate stated above.

2. Method of Payment. The Company will pay interest hereon (except defaulted interest) to the Persons who are registered Holders at the close of business on the February 1 or August 1 immediately preceding the interest payment date (whether or not a Business Day). Holders must surrender Notes to a Paying Agent to collect principal payments on a Physical Note, however, with respect to a book-entry Global Note in accordance with the procedures of the Depositary. The Company will pay principal and interest in U.S. Dollars. Interest may be paid by check mailed to the Holder entitled thereto at the address indicated on the register maintained by the Security Registrar.

3. Paying Agent and Depositary. Initially, U.S. Bank Trust Company, National Association (the "Trustee") will act as a Paying Agent in connection with the Notes. The Company may change any Paying Agent without notice. The Company or any Affiliate thereof may act as Paying Agent. The Company initially appoints DTC to act as Depositary with respect to the Global Notes.

4. Indenture. The Company has entered into an Indenture dated as of December 8, 2015 (the "Base Indenture") between the Company and the Trustee (as successor trustee to U.S. Bank National Association), as supplemented by the Seventh Supplemental Indenture dated as of February 11, 2022 (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture") among the Company, the Guarantors and the Trustee. This is one of an issue of Notes of the Company issued, or to be issued, under the Indenture. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S. Code §§ 77aaa-77bbbb), as amended from time to time. The Notes are subject to all such terms, and Holders are referred to the Indenture and such Act for a statement of them. Capitalized and certain other terms used herein and not otherwise defined have the meanings set forth in the Indenture. To the extent any provision of the Indenture conflicts with any provision of this Note, the provision of the Indenture shall govern.

5. Optional Redemption.

(a) At any time prior to February 15, 2025, the Company may on any one or more occasions redeem up to 35% of the aggregate principal amount of the Notes (including any additional Notes) at a redemption price of 105.375% of the principal amount, plus accrued and unpaid interest, if any, to (but not including) the redemption date, with the net cash proceeds of one or more Equity Offerings; *provided* that:

(1) at least 65% of the aggregate principal amount of such Notes remains outstanding immediately after the occurrence of such redemption (excluding Notes held by the Company and its Subsidiaries); and

(2) the redemption occurs within 180 days after the date of consummation of the sale of the securities issued in such Equity Offering.

(b) At any time prior to February 15, 2025, the Company may redeem all or any part of the Notes, upon not less than 15 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount thereof, plus the Applicable Redemption Premium and accrued and unpaid interest to (but not including) the redemption date.

(c) Except pursuant to the preceding two paragraphs, the Notes will not be redeemable at the Company's option prior to February 15, 2025. On or after February 15, 2025, the Company may redeem all or a part of the Notes upon not less than 15 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest, if any, on the Notes redeemed, to (but not including) the applicable redemption date, if redeemed during the twelve-month period beginning on February 15 of the years indicated below:

Period	**Redemption Price**
2025	102.688%
2026	101.344%
2027 and thereafter	100.000%

6. Mandatory Redemption. Except as set forth in Section 8 below and Section 9.02 of the Supplemental Indenture, the Company is not required to make mandatory redemption of the Notes or any sinking fund payments with respect to the Notes.

7. Notice of Redemption. Notices of redemption shall be mailed by first class mail at least 15 but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at its registered address. If any Note is to be redeemed in part only, the notice of redemption that relates to such Note shall state the portion of the principal amount thereof to be redeemed. Any notice of any redemption may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of a public or private offering for cash by the Company of its common stock or other corporate transaction.

8. Offer to Purchase. The Indenture provides that upon the occurrence of a Change of Control and subject to further limitations contained therein, the Company shall make an offer to purchase Outstanding Notes in accordance with the procedures set forth in the Indenture.

9. Denominations, Transfer, Exchange. The Notes are in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. A Holder may transfer or exchange Notes only in accordance with the Indenture. The Security Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay to it any taxes and fees required by law or permitted by the Indenture. Neither the Security Registrar nor the Company shall be required to register the transfer of or exchange any Note or portion of a Note selected for redemption (except the unredeemed portion of any Note redeemed in part), or register the transfer of or exchange any Note during the period beginning at the opening of business 15 days immediately preceding a mailing of the notice of redemption and ending at the close of business on the day of such mailing.

10. Persons Deemed Owners. The registered Holder of this Note may be treated as the owner of this Note for all purposes.

11. Unclaimed Money. If money for the payment of principal or interest remains unclaimed for two years, the Trustee will pay the money back to the Company at its written request. After that, Holders entitled to the money must look to the Company and the Guarantors for payment as general creditors unless an "abandoned property" law designates another Person.

12. Amendment, Supplement, Waiver, Etc. As more fully set forth in the Indenture, the Company, the Guarantors and, if applicable, the Trustee may, without the consent of the Holders of any Outstanding Notes, amend, waive or supplement the Indenture or the Notes for certain specified purposes, including, among other things, curing ambiguities, defects or inconsistencies, maintaining the qualification of the Indenture under the TIA, providing for the assumption by a successor to the Company of its obligations to the Holders and making any change that does not adversely affect the Indenture rights of any Holder in any material respect. Other amendments and modifications of the Indenture or the Notes may be made by the Company and the Trustee with the consent of the Holders of at least a majority of the aggregate principal amount of the outstanding Notes, subject to certain exceptions requiring the consent of the Holders of the particular Notes affected.

13. Restrictive Covenants. The Indenture imposes certain limitations on the ability of the Company and the Guarantors, as applicable, to, among other things, create Liens, enter into Sale and Lease-Back Transactions or consolidate, merge or sell all or substantially all of the assets of the Company or any Guarantor, and requires the Company to provide reports to Holders of the Notes. Such limitations are subject to a number of important qualifications and exceptions. Pursuant to Section 1006 of the Base Indenture, the Company must annually report to the Trustee on compliance with such limitations.

14. Successor Corporation. When a successor corporation assumes all the obligations of its predecessor under the Notes and the Indenture and the transaction complies with the terms of the Indenture, the predecessor corporation will, except as provided in the Indenture, be released from those obligations.

15. Defaults and Remedies. Events of Default are set forth in the Indenture. Upon the occurrence of an Event of Default, the rights and obligations of the Company, the Guarantors, the Trustee and the Holders will be as set forth in the applicable provisions of the Indenture.

Holders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may require indemnity satisfactory to it before it enforces the Indenture or the Notes. Subject to certain limitations, Holders of a majority in principal amount of the then Outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal of or interest on the Notes, including payments pursuant to a redemption or repurchase of the Notes under the Indenture) if a Responsible Officer in good faith determines that withholding notice is in the Holders' interests.

16. Trustee Dealings with the Company. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from and perform services for the Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not Trustee.

17. No Recourse Against Others. No director, officer, employee, incorporator or stockholder of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the Notes, the Indenture, the Guarantee of the Notes, or for any claim

based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

18. Discharge. The Company's obligations pursuant to the Indenture will be discharged, except for obligations pursuant to certain sections thereof, subject to the terms of the Supplemental Indenture, upon the payment of all the Notes or upon the irrevocable deposit with the Trustee of cash in U.S. Dollars, U.S. Government Obligations or a combination thereof, in such amounts as will be sufficient to pay when due principal of and interest on the Notes to maturity or redemption, as the case may be.

19. Guarantees. From and after the Issue Date, the Notes will be entitled to the benefits of Guarantees of the Notes by the Guarantors made for the benefit of the Holders. Reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and obligations thereunder of the Guarantors, the Trustee and the Holders.

20. Authentication. This Note shall not be valid until the Trustee or an authenticating agent signs the certificate of authentication on the other side of this Note.

21. Governing Law. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES OF SUCH STATE OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401.

22. Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

23. CUSIP Numbers. The Company has caused CUSIP numbers to be printed on the Notes and has directed the Trustee to use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption.

The Company will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to:

Mednax, Inc.
1301 Concord Terrace
Sunrise, Florida 33323
Attn: General Counsel

ASSIGNMENT

I or we assign and transfer this Note to:

(Insert assignee's social security or tax I.D. number)

(Print or type name, address and zip code of assignee)

and irrevocably appoint_____ ___

Agent to transfer this Note on the books of the Company. The Agent may substitute another to act for him.

Date:_____ ____ Your Signature: _____ ____

(Sign exactly as your name appears on the other side of this Note)

Signature Guarantee: _____

SIGNATURE GUARANTEE

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Depositary, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Depositary in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have all or any part of this Note purchased by the Company pursuant to Section 9.02 of the Indenture, check the box:

Section 9.02

If you want to have only part of the Note purchased by the Company pursuant to Section 9.02 of the Supplemental Indenture, state the amount you elect to have purchased:

$_____
($2,000 or any integral multiple of $1,000 in excess thereof; *provided* that the part not purchased must be at least $2,000)

Date:_____

Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

_____
Signature Guaranteed

SIGNATURE GUARANTEE

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Depositary, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Depositary in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

SCHEDULE OF EXCHANGES OF INTERESTS IN GLOBAL NOTE*

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Physical Note, or exchanges of a part of another Global Note or Physical Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease (or increase)	Signature of authorized signatory of Trustee

* Insert in Global Securities only.

EXHIBIT B

[FORM OF LEGEND FOR RESTRICTED SECURITIES]

Any Restricted Note authenticated and delivered hereunder shall bear a legend (which would be in addition to any other legends required in the case of a Global Note) in substantially the following form:

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH BELOW. EACH PURCHASER OF THIS NOTE IS HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER OR ANOTHER EXEMPTION UNDER THE SECURITIES ACT.

BY ITS ACCEPTANCE HEREOF, THE HOLDER OF THIS NOTE (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT), (B) IT IS NOT A U.S. PERSON AND IS ACQUIRING THIS NOTE IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT OR (C) IT IS AN "INSTITUTIONAL" ACCREDITED INVESTOR (AS DEFINED IN RULE 501(a)(1), (2), (3) or (7) UNDER REGULATION D PROMULGATED UNDER THE SECURITIES ACT (AN ''ACCREDITED INVESTOR") AND (2) AGREES THAT IT WILL NOT WITHIN [ONE YEAR**—FOR NOTES ISSUED PURSUANT TO RULE 144A**][40 DAYS**—FOR NOTES ISSUED IN OFFSHORE TRANSACTIONS PURSUANT TO REGULATION S**] AFTER THE LATER OF THE DATE OF THE ORIGINAL ISSUANCE OF THIS NOTE AND THE DATE ON WHICH THE COMPANY OR ANY OF ITS RESPECTIVE AFFILIATES OWNED THIS NOTE, OFFER, RESELL OR OTHERWISE TRANSFER THIS NOTE EXCEPT (A) (I) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (II) FOR SO LONG AS THIS NOTE IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT INSIDE THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, (III) INSIDE THE UNITED STATES TO AN ACCREDITED INVESTOR THAT IS ACQUIRING THE NOTES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE NOTES OF $250,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR THE OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, AND THAT PRIOR TO SUCH TRANSFER, FURNISHES (OR HAS FURNISHED ON ITS BEHALF BY A U.S. BROKER-DEALER) TO THE TRUSTEE A SIGNED LETTER CONTAINING CERTAIN REPRESENTATIONS AND AGREEMENTS RELATING TO THE RESTRICTIONS ON TRANSFER OF THIS NOTE (THE FORM OF WHICH LETTER CAN BE OBTAINED FROM THE TRUSTEE FOR THIS NOTE), (IV) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT (IF AVAILABLE), (V) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE), (VI) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN

OPINION OF COUNSEL IF THE COMPANY SO REQUESTS), OR (VII) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND OTHER JURISDICTIONS. BY ITS ACCEPTANCE HEREOF, THE HOLDER OF THIS NOTE FURTHER AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS NOTE IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. IN CONNECTION WITH ANY TRANSFER OF THIS NOTE PURSUANT TO SUBCLAUSES (III) TO (VI) OF CLAUSE (A) ABOVE, THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO THE TRUSTEE AND THE COMPANY SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS EITHER OF THEM MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. AS USED HEREIN, THE TERMS “OFFSHORE TRANSACTION,” “UNITED STATES” AND “U.S. PERSON” HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT.

EXHIBIT C

[FORM OF LEGEND FOR GLOBAL NOTE]

Any Global Note authenticated and delivered hereunder shall bear a legend (which would be in addition to any other legends required in the case of a Restricted Note) in substantially the following form:

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. THIS NOTE IS NOT EXCHANGEABLE FOR NOTES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS NOTE (OTHER THAN A TRANSFER OF THIS NOTE AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY) MAY BE REGISTERED EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

EXHIBIT D

[FORM OF LEGEND FOR NOTE ISSUED WITH OID]

Any Note issued with more than de minimis original issue discount for U.S. Federal Income Tax purposes authenticated and delivered hereunder shall bear a legend (which would be in addition to any other legends required in the case of a Restricted Note) in substantially the following form:

"THIS NOTE IS ISSUED WITH ORIGINAL ISSUE DISCOUNT FOR PURPOSES OF SECTION 1271 ET SEQ. OF THE INTERNAL REVENUE CODE. A HOLDER MAY OBTAIN THE ISSUE PRICE, AMOUNT OF ORIGINAL ISSUE DISCOUNT, ISSUE DATE AND YIELD TO MATURITY FOR SUCH NOTE BY SUBMITTING A REQUEST FOR SUCH INFORMATION TO THE COMPANY AT THE FOLLOWING ADDRESS: MEDNAX, INC., 1301 CONCORD TERRACE, SUNRISE, FLORIDA 33323, ATTENTION: INVESTOR RELATIONS."

EXHIBIT E

[FORM OF LEGEND FOR TEMPORARY REGULATION S NOTE]

Any Regulation S Note authenticated and delivered hereunder shall bear a legend (which would be in addition to any other legends required in the case of a Restricted Note) for the 40-day distribution compliance period (as defined in Regulation S) in substantially the following form:

"BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON, NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON, AND IS ACQUIRING THIS NOTE IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT."

EXHIBIT F

FORM OF CERTIFICATE OF TRANSFER

Mednax, Inc.
1301 Concord Terrace
Sunrise, Florida 33323

U.S. Bank Trust Company, National Association
1349 W. Peachtree Street, Suite 1050,
Atlanta, Georgia 30309

Attention: Trustee Administration Manager
re: Mednax, Inc..

Re: 5.375% Senior Notes due 2030

(CUSIP _____)
(ISIN _____)

Reference is hereby made to the Indenture, dated as of December 8, 2015 (as it may be amended or supplemented, the "Base Indenture"), between Mednax, Inc., as issuer (the "Company"), and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and to the Supplemental Indenture, dated as of February 11, 2022 (as it may be amended or supplemented, the "Supplemental Indenture" and together with the Base Indenture, the "Indenture"), by and among the Company, the Guarantors and the Trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____ (the "Transferor") owns and proposes to transfer the Note[s] or interest in such Note[s] specified in Annex A hereto, in the principal amount of _____ in such Note[s] or interests (the "Transfer"), to _____ (the "Transferee"), as further specified in Annex A hereto. In connection with the Transfer, the Transferor hereby certifies that:

[CHECK ALL THAT APPLY]

1. ☐ **Check if Transferee will take delivery of a beneficial interest in a Rule 144A Global Note or a Physical Note pursuant to Rule 144A.** The Transfer is being effected pursuant to and in accordance with Rule 144A under the United States Securities Act of 1933, as amended (the "Securities Act"), and, accordingly, the Transferor hereby further certifies that the beneficial interest or Physical Note is being transferred to a Person that the Transferor reasonably believed and believes is purchasing the beneficial interest or Physical Note for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and such Transfer is in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Physical Note will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Rule 144A Global Note and/or the Physical Note and in the Indenture and the Securities Act.

2. ☐ **Check if Transferee will take delivery of a beneficial interest in a Regulation S Global Note or a Physical Note pursuant to Regulation S.** The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and, accordingly, the Transferor hereby further certifies that (i) the Transfer is not being made to a person in the United States and (x) at the time the buy order was originated, the Transferee was outside the United States or such Transferor and any Person acting on its behalf reasonably believed and believes that the Transferee was outside the United States or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither such Transferor nor any Person acting on its behalf knows that the transaction was prearranged with a buyer in the United States, (ii) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S under the Securities Act, (iii) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act and (iv) if the proposed transfer is being made prior to the expiration of the Restricted Period, the transfer is not being made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Physical Note will be subject to the restrictions on Transfer enumerated in the Private Placement Legend printed on the Regulation S Global Note and/or the Physical Note and in the Indenture and the Securities Act.

3. ☐ **Check and complete if Transferee will take delivery of a beneficial interest in the Global Note or a Physical Note pursuant to any provision of the Securities Act other than Rule 144A or Regulation S.** The Transfer is being effected in compliance with the transfer restrictions applicable to beneficial interests in Restricted Global Notes and Restricted Physical Notes and pursuant to and in accordance with the Securities Act and any applicable blue sky securities laws of any state of the United States, and accordingly the Transferor hereby further certifies that (check one):

(a) ☐ such Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act;

or

(b) ☐ such Transfer is being effected to the Company or a Subsidiary thereof;

or

(c) ☐ such Transfer is being effected pursuant to an effective registration statement under the Securities Act and in compliance with the prospectus delivery requirements of the Securities Act;

or

(d) ☐ such Transfer is being effected to an Institutional Accredited Investor and pursuant to an exemption from the registration requirements of the Securities Act other than Rule 144A, Rule 144 or Rule 904, and the Transferor hereby further certifies that it has not engaged in any general solicitation within the meaning of Regulation D under the Securities Act and the Transfer complies with the transfer restrictions applicable to beneficial interests in a Restricted Global Note or Restricted Physical Notes and the requirements of the exemption claimed, which certification is supported by (1) a certificate executed by the Transferee in the form of Exhibit H to the Indenture and (2) if such Transfer is in respect of a principal amount of Notes at the time of transfer of less than $250,000, an opinion of counsel provided by the

Transferor or the Transferee (a copy of which the Transferor has attached to this certification), to the effect that such Transfer is in compliance with the Securities Act. Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Physical Note will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Global Note and/or the Physical Notes and in the Indenture and the Securities Act.

4. ☐ **Check if Transferee will take delivery of a beneficial interest in an Unrestricted Global Note or an Unrestricted Physical Note.**

(a) ☐ **Check if Transfer is pursuant to Rule 144.** (i) The Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Physical Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Physical Notes and in the Indenture.

(b) ☐ **Check if Transfer is pursuant to Regulation S.** (i) The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Physical Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Physical Notes and in the Indenture.

(c) ☐ **Check if Transfer is pursuant to Other Exemption.** (i) The Transfer is being effected pursuant to and in compliance with an exemption from the registration requirements of the Securities Act other than Rule 144, Rule 903 or Rule 904 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Physical Note will not be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes or Restricted Physical Notes and in the Indenture.

(d) ☐ **Check if Transfer is pursuant to an Effective Registration Statement.** (i) The Transfer is being effected pursuant to and in compliance with an effective registration statement under the Securities Act and any applicable blue sky securities laws of any state of the United States and in compliance with the prospectus delivery requirements of the Securities Act and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Physical Note will not be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes or Restricted Physical Notes and in the Indenture.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

_____

[Insert Name of Transferor]

By:_____
Name:
Title:

Dated:_____

ANNEX A TO CERTIFICATE OF TRANSFER

1. The Transferor owns and proposes to transfer the following:

[CHECK ONE]

(a) ☐ a beneficial interest in a:

(i) ☐ Rule 144A Global Note (CUSIP _____) (ISIN _____), or

(ii) ☐ Regulation S Global Note (CUSIP _____) (ISIN _____), or

(b) ☐ a Restricted Physical Note.

2. After the Transfer the Transferee will hold:

[CHECK ONE]

(a) ☐ a beneficial interest in the:

(i) ☐ Rule 144A Global Note (CUSIP _____) (ISIN _____), or

(ii) ☐ Regulation S Global Note (CUSIP _____)(ISIN _____), or

(iii) ☐ Unrestricted Global Note (CUSIP _____) (ISIN _____), or

(b) ☐ a Restricted Physical Note; or

(c) ☐ an Unrestricted Physical Note,

in accordance with the terms of the Indenture.

FORM OF CERTIFICATE OF EXCHANGE

Mednax, Inc.
1301 Concord Terrace
Sunrise, Florida 33323

U.S. Bank Trust Company, National Association
1349 W. Peachtree Street, Suite 1050,
Atlanta, Georgia 30309

Attention: Trustee Administration Manager
re: Mednax, Inc.

Re: 5.375% Senior Notes due 2030

(CUSIP _____)
(ISIN _____)

Reference is hereby made to the Indenture, dated as of December 8, 2015 (as it may be amended or supplemented, the "Base Indenture"), between Mednax, Inc., as issuer (the "Company"), and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and to the Supplemental Indenture, dated as of February 11, 2022 (as it may be amended or supplemented, the "Supplemental Indenture" and together with the Base Indenture, the "Indenture"), by and among the Company, the Guarantors and the Trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____ (the "Owner") owns and proposes to exchange the Note[s] or interest in such Note[s] specified herein, in the principal amount of _____ in such Note[s] or interests (the "Exchange"). In connection with the Exchange, the Owner hereby certifies that:

1. **Exchange of Restricted Physical Notes or Beneficial Interests in a Restricted Global Note for Unrestricted Physical Notes or Beneficial Interests in an Unrestricted Global Note**

(a) ☐ **Check if Exchange is from beneficial interest in a Restricted Global Note to beneficial interest in an Unrestricted Global Note.** In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a beneficial interest in an Unrestricted Global Note in an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Global Notes and pursuant to and in accordance with the United States Securities Act of 1933, as amended (the "Securities Act"), (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest in an Unrestricted Global Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(b) ☐ **Check if Exchange is from Restricted Physical Note to beneficial interest in an Unrestricted Global Note.** In connection with the Owner's Exchange of a Restricted Physical

Note for a beneficial interest in an Unrestricted Global Note, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Physical Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(c) ☐ **Check if Exchange is from Restricted Physical Note to Unrestricted Physical Note.** In connection with the Owner's Exchange of a Restricted Physical Note for an Unrestricted Physical Note, the Owner hereby certifies (i) the Unrestricted Physical Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Physical Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Unrestricted Physical Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

2. **Exchange of Restricted Physical Notes for Restricted Physical Notes or Beneficial Interests in Restricted Global Notes.**

(a) ☐ **Check if Exchange is from Restricted Physical Note to beneficial interest in a Restricted Global Note**. In connection with the Exchange of the Owner's Restricted Physical Note for a beneficial interest in the [CHECK ONE] __ Rule 144A Global Note or __Regulation S Global Note with an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer and (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, and in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the beneficial interest issued will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the relevant Restricted Global Note and in the Indenture and the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

[Insert Name of Owner]

By: _____
Name:
Title:

Dated: _____

FORM OF CERTIFICATE FROM
ACQUIRING INSTITUTIONAL ACCREDITED INVESTOR

Mednax, Inc.
1301 Concord Terrace
Sunrise, Florida 33323

U.S. Bank Trust Company, National Association
1349 W. Peachtree Street, Suite 1050,
Atlanta, Georgia 30309

Attention: Trustee Administration Manager
re: Mednax, Inc.

Re: 5.375% Senior Notes due 2030

(CUSIP _____)
(ISIN _____)

Reference is hereby made to the Indenture, dated as of December 8, 2015 (as it may be amended or supplemented, the "Base Indenture"), between Mednax, Inc., as issuer (the "Company"), and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and to the Supplemental Indenture, dated as of February 11, 2022 (as it may be amended or supplemented, the "Supplemental Indenture" and together with the Base Indenture, the "Indenture"), by and among the Company, the Guarantors and the Trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

In connection with our proposed purchase of _____ aggregate principal amount of:

(a) ☐ a beneficial interest in a Global Note, or

(b) ☐ a Physical Note,

we confirm that:

1. We understand that any subsequent transfer of the Notes or any interest therein is subject to certain restrictions and conditions set forth in the Indenture and the undersigned agrees to be bound by, and not to resell, pledge or otherwise transfer the Notes or any interest therein except in compliance with, such restrictions and conditions and the United States Securities Act of 1933, as amended (the "Securities Act").

2. We understand that the offer and sale of the Notes have not been registered under the Securities Act, and that the Notes and any interest therein may not be offered or sold except as permitted in the following sentence. We agree, on our own behalf and on behalf of any accounts for which we are acting as hereinafter stated, that if we should sell the Notes or any interest therein, we

will do so only (A) to the Company or any Subsidiary thereof, (B) in accordance with Rule 144A under the Securities Act to a "qualified institutional buyer" (as defined therein), (C) to an institutional "accredited investor" (as defined below) that, prior to such transfer, furnishes (or has furnished on its behalf by a U.S. broker-dealer) to you and to the Company a signed letter substantially in the form of this letter and, if such transfer is in respect of a principal amount of Notes, at the time of transfer, of less than $250,000, an Opinion of Counsel in form reasonably acceptable to the Company to the effect that such transfer is in compliance with the Securities Act, (D) outside the United States in accordance with Rule 904 of Regulation S under the Securities Act or (E) pursuant to an effective registration statement under the Securities Act, and we further agree to provide to any person purchasing the Physical Note or beneficial interest in a Global Note from us in a transaction meeting the requirements of clauses (A) through (E) of this paragraph a notice advising such purchaser that resales thereof are restricted as stated herein.

3. We understand that, on any proposed resale of the Notes or beneficial interest therein, we will be required to furnish to you and the Company such certifications, legal opinions and other information as you and the Company may reasonably require to confirm that the proposed sale complies with the foregoing restrictions. We further understand that the Notes purchased by us will bear a legend to the foregoing effect.

4. We are an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act) and have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of our investment in the Notes, and we and any accounts for which we are acting are each able to bear the economic risk of our or its investment.

5. We are acquiring the Notes or beneficial interest therein purchased by us for our own account or for one or more accounts (each of which is an institutional "accredited investor") as to each of which we exercise sole investment discretion.

You and the Company are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

_____
[Insert Name of Accredited Owner]

By: _____
Name:
Title:

Dated: _____

Exhibit 10.1

AMENDMENT NO. 4 TO CREDIT AGREEMENT

AMENDMENT NO. 4 dated as of February 11, 2022 (this "Amendment"), to the Credit Agreement, dated as of October 30, 2017 (as amended, modified, extended, restated, replaced, or supplemented from time to time in accordance with its terms prior to the date hereof, the "Existing Credit Agreement"), among **MEDNAX, INC.**, a Florida corporation (the "Borrower"), the Guarantors party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as the existing administrative agent, by and among the Borrower, the Guarantors, the Lenders party hereto and **BANK OF AMERICA, N.A.**, as the new Administrative Agent (the "Administrative Agent"). Terms defined in the Amended Credit Agreement (as defined below) and used herein shall have the meanings given to them in the Amended Credit Agreement unless otherwise defined herein.

W I T N E S S E T H:

WHEREAS, the Borrower has requested certain amendments to the Existing Credit Agreement to, among other things, (a) reduce the size of the Revolving Commitments from $600 million to $450 million, (b) allow and provide for the incurrence of a new term A loan facility in an aggregate principal amount of $250 million, (c) replace LIBOR with a SOFR-Based Rate and (d) make certain other amendments to the Existing Credit Agreement;

WHEREAS, the Borrower has obtained Term Loan Commitments from the Lenders to provide term A Loans in an aggregate principal amount equal to $250 million on the Amendment No. 4 Effective Date, on the terms and conditions set forth in this Agreement and in the Amended Credit Agreement;

WHEREAS, the Administrative Agent, the Borrower and the Lenders party hereto, constituting all of the Lenders, are willing to so agree pursuant to Section 9.1 of the Credit Agreement, subject to the terms and conditions set forth in this Amendment; and

WHEREAS, Bank of America, N.A. is acting as the lead "left" arranger and bookrunner of this Amendment (in such capacity, the "Amendment No. 4 Lead Arranger").

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I
Amendments to Credit Agreement

Section 1.1. The Existing Credit Agreement is, effective as of the Amendment No. 4 Effective Date, hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the pages attached as Exhibit A hereto (as amended, the "Amended Credit Agreement").

ARTICLE II
Conditions to Effectiveness

Section 2.1. Effective Date. This Amendment shall become effective on the date (the "Amendment No. 4 Effective Date") on which:

(a) The Administrative Agent shall have received counterparts to this Amendment duly executed and delivered by the Borrower, each Guarantor, the Administrative Agent and the Lenders.

(b) The Borrower shall have paid (i) all reasonable and documented out-of-pocket fees and expenses incurred by the Administrative Agent and the Amendment No. 4 Lead Arranger payable pursuant to Section 9.5(a) of the Amended Credit Agreement (including the reasonable and documented expenses of Cahill Gordon & Reindel LLP, counsel to the Administrative Agent and the Amendment No. 4 Lead Arranger) for which invoices have been presented at least two (2) Business Days prior to the Amendment No. 4 Effective Date and (ii) all fees, costs and expenses payable by the Borrower on the Amendment No. 4 Effective Date pursuant to that certain Engagement Letter, dated as of January 21, 2022, among the Amendment No. 4 Lead Arranger and the Borrower.

(c) (i) The representations and warranties of each Credit Party set forth in Section 3 below are true and correct in all material respects on and as of the Amendment No. 4 Effective Date and (ii) as of the Amendment No. 4 Effective Date, no Default or Event of Default has occurred and is continuing.

(d) The Administrative Agent shall be satisfied that conditions listed in Section 4.1 of the Amended Credit Agreement have been satisfied on and as of the Amendment No. 4 Effective Date.

ARTICLE III

Representation and Warranties

Section 3.1. The Borrower hereby represents and warrants as of the Amendment No. 4 Effective Date that this Amendment has been, or when executed and delivered will be, duly executed and delivered by the Borrower. Neither the execution and delivery of this Amendment, nor the consummation of the transactions herein contemplated, nor performance of and compliance with the terms and provisions herein, by the Borrower will (a) violate in any material respect any Requirement of Law (except those as to which waivers or consents have been obtained), (b) conflict with, result in a breach of or constitute a default under (i) the articles of incorporation, bylaws, articles of organization, operating agreement or other organization documents of the Credit Parties or (ii) any Material Contract to which such Person is a party or by which any of its properties may be bound or any material approval or material consent from any Governmental Authority relating to such Person (except those as to which waivers or consents have been obtained) which conflict, breach or default in any such case in this clause (ii) could reasonably be expected to have a Material Adverse Effect, or (c) result in, or require, the creation or imposition of any Lien on any Credit Party's properties or revenues pursuant to any Requirement of Law, the articles of incorporation, bylaws, articles of organization, operating agreement or other organization documents of such Credit Party or Contractual Obligation other than the Liens arising under or contemplated in connection with the Credit Documents or Permitted Liens.

Section 3.2. The representations and warranties contained in Article III of the Amended Credit Agreement (A) with respect to representations and warranties that contain a materiality qualification, are true and correct and (B) with respect to representations and warranties that do not contain a materiality qualification, are true and correct in all material respects, in each case as of the Amendment No. 4 Effective Date as if made on and as of such date except for any representation or warranty made as of an earlier date, which representation and warranty shall remain true and correct (subject to the applicable materiality threshold in the preceding clauses (A) or (B)) as of such earlier date.

ARTICLE IV
Miscellaneous

Section 4.1. Electronic Execution. This Amendment and any document, amendment, approval, consent, informatio notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a "Communication"), including Communications required to be in writing, may be in the form of an Electronic Record (as defined below) and may be executed using Electronic Signatures (as defined below), including, without limitation, facsimile and/or .pdf. The Borrower agrees that any Electronic Signature (including, without limitation, facsimile or .pdf) on or associated with any Communication shall be valid and binding on the Borrower to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered to the Administrative Agent. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent and each of the Lenders of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent and each of the Lenders may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record (an "Electronic Copy"), which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent and the Lenders shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of the Borrower without further verification and (b) upon the request of the Administrative Agent any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

Section 4.2. Counterparts. This 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 Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

Section 4.3. Reaffirmation. Each of the undersigned Guarantors (each, a "Reaffirming Party") hereby acknowledges the Amendment and the transactions contemplated thereby. Each Reaffirming Party hereby reaffirms all obligations and liabilities of such Reaffirming Party under the Credit Documents to which it is a party, as such obligations and liabilities have been amended by this Amendment, and confirms that such obligations and liabilities shall continue to be in full force and effect and shall continue to apply to the Amended Credit Agreement and each other Credit Document.

Section 4.4. Applicable Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED

IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES THAT WOULD CAUSE THE LAW OF ANOTHER JURISDICTION TO APPLY (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

Section 4.5. JURY WAIVER. EACH PARTY TO THIS AMENDMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AMENDMENT OR IN ANY WAY CONNECTED WITH OR RELATED TO THIS AMENDMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AMENDMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 4.4 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 4.6. Headings. The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

Section 4.7. Effect of Amendment. On and after the Amendment No. 4 Effective Date, each reference to the "Credit Agreement" in any Credit Document (including to any Exhibit or Schedule attached thereto) shall be deemed to be a reference to the Existing Credit Agreement as amended by this Amendment. Except as expressly set forth in this Amendment, nothing herein shall be deemed to entitle any Credit Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Existing Credit Agreement as in effect immediately prior to the Amendment No. 4 Effective Date or any other Credit Document in similar or different circumstances. This Amendment shall constitute a "Credit Document" for all purposes of the Amended Credit Agreement and the other Credit Documents.

[Remainder of this page intentionally left blank]

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

BORROWER: **MEDNAX, INC.**,
a Florida Corporation

By: /s/ Dominic J. Andreano
Name: Dominic J. Andreano
Title: Executive Vice President, General Counsel and Secretary

GUARANTORS:

1500 CONCORD TERRACE, LLC

ALASKA NEONATOLOGY ASSOCIATES, INC.

AUGUSTA NEONATOLOGY ASSOCIATES, P.C.

CENTRAL OKLAHOMA NEONATOLOGY ASSOCIATES, INC.

MAGELLA MEDICAL ASSOCIATES BILLING, INC.

MAGELLA MEDICAL ASSOCIATES MIDWEST, P.C.

MAGELLA MEDICAL ASSOCIATES OF GEORGIA, P.C.

MAGELLA MEDICAL GROUP, INC.

MEDNAX SERVICES, INC.

MOUNTAIN STATES NEONATOLOGY, INC.

By: /s/ Dominic J. Andreano
Name: Dominic J. Andreano
Title: Attorney-in-Fact

NEONATAL SPECIALISTS, LTD.

NEONATOLOGY ASSOCIATES OF ATLANTA, P.C.

NIGHT LITE PEDIATRIC CENTER, LLC

NIGHT-LIGHT AFTER HOURS PEDIATRICS, PLLC

NORTHWEST NEWBORN SPECIALISTS, P.C.

OBSTETRICS AND PEDIATRICS SUBSPECIALTY GROUP OF KANSAS AND MISSOURI, P.A.

OBSTETRIX MEDICAL GROUP OF ARIZONA, P.C.

OBSTETRIX MEDICAL GROUP OF ATLANTA, LLC

OBSTETRIX MEDICAL GROUP OF CALIFORNIA, A PROFESSIONAL CORPORATION

OBSTETRIX MEDICAL GROUP OF COASTAL CAROLINA, PLLC

OBSTETRIX MEDICAL GROUP OF COLORADO, P.C.

OBSTETRIX MEDICAL GROUP OF INDIANA, P.C.

OBSTETRIX MEDICAL GROUP OF NEW JERSEY, P.C.

OBSTETRIX MEDICAL GROUP OF PHOENIX, P.C.

By: /s/ Dominic J. Andreano
Name: Dominic J. Andreano
Title: Attorney-in-Fact

OBSTETRIX MEDICAL GROUP OF SACRAMENTO, P.C.

OBSTETRIX MEDICAL GROUP OF TEXAS BILLING, INC.

OBSTETRIX MEDICAL GROUP OF THE CENTRAL COAST, PROFESSIONAL CORPORATION

OBSTETRIX MEDICAL GROUP OF UTAH, P.C.

OBSTETRIX MEDICAL GROUP OF WASHINGTON, INC., P.S.

OZARK NEONATAL ASSOCIATES, INC.

PEDIATRIX AND OBSTETRIX VIRTUAL, P.C.

PEDIATRIX BC VENTURES, LLC

PEDIATRIX CARDIOLOGY OF ORANGE COUNTY, P.C.

PEDIATRIX CARDIOLOGY OF SPRINGFIELD, P.C.

PEDIATRIX CARDIOLOGY OF WASHINGTON, P.C.

PEDIATRIX EMERGENT AND CRITICAL CARE SERVICES, L.L.C.

PEDIATRIX INTERNATIONAL, INC.

PEDIATRIX MEDICAL GROUP NEONATOLOGY AND PEDIATRIC INTENSIVE CARE SPECIALISTS OF NEW YORK, P.C.

PEDIATRIX MEDICAL GROUP OF ARKANSAS, P.A.

PEDIATRIX MEDICAL GROUP OF CALIFORNIA, A PROFESSIONAL CORPORATION

By: /s/ Dominic J. Andreano
Name: Dominic J. Andreano
Title: Attorney-in-Fact

PEDIATRIX MEDICAL GROUP OF COLORADO, P.C.

PEDIATRIX MEDICAL GROUP OF FLORIDA, INC.

PEDIATRIX MEDICAL GROUP OF GEORGIA, P.C.

PEDIATRIX MEDICAL GROUP OF ILLINOIS, P.C.

PEDIATRIX MEDICAL GROUP OF KANSAS, P.A.

PEDIATRIX MEDICAL GROUP OF KENTUCKY, P.S.C.

PEDIATRIX MEDICAL GROUP OF LOUISIANA, L.L.C.

PEDIATRIX MEDICAL GROUP OF MICHIGAN, P.C.

PEDIATRIX MEDICAL GROUP OF MISSISSIPPI, INC.

PEDIATRIX MEDICAL GROUP OF MISSOURI, P.C.

PEDIATRIX MEDICAL GROUP OF MONTANA, P.C.

PEDIATRIX MEDICAL GROUP OF NEW MEXICO, P.C.

PEDIATRIX MEDICAL GROUP OF NORTH CAROLINA, P.C.

PEDIATRIX MEDICAL GROUP OF OHIO CORP.

PEDIATRIX MEDICAL GROUP OF OKLAHOMA, P.C.

PEDIATRIX MEDICAL GROUP OF PENNSYLVANIA, P.C.

PEDIATRIX MEDICAL GROUP OF SOUTH CAROLINA, P.A.

By: /s/ Dominic J. Andreano
Name: Dominic J. Andreano
Title: Attorney-in-Fact

[Signature Page to Amendment No. 4]

PEDIATRIX MEDICAL GROUP OF TENNESSEE, P.C.

PEDIATRIX MEDICAL GROUP OF TEXAS BILLING, INC.

PEDIATRIX MEDICAL GROUP OF THE MID-ATLANTIC, P.C.

PEDIATRIX MEDICAL GROUP OF WASHINGTON, INC., P.S.

PEDIATRIX MEDICAL GROUP, INC. (FL)

PEDIATRIX MEDICAL GROUP, INC. (UT)

PEDIATRIX MEDICAL GROUP, P.A.

PEDIATRIX MEDICAL GROUP, P.C. (VA)

PEDIATRIX MEDICAL GROUP, P.C. (WV)

PEDIATRIX MEDICAL SERVICES, INC.

PEDIATRIX NEWBORN HEARING SCREEN, LLC

PEDIATRIX OF MARYLAND, P.A.

PEDIATRIX SC MANAGEMENT SERVICES, LLC

PMG CARDIOLOGY, INC.

PMGSC, P.A.

POKROY MEDICAL GROUP OF NEVADA, LTD.

PUC PROPERTIES OF HOUSTON, LLC

TEXAS NEWBORN SERVICES, INC.

By: /s/ Dominic J. Andreano
Name: Dominic J. Andreano
Title: Attorney-in-Fact

BANK OF AMERICA, N.A.,
as a Lender, an Issuing Lender and as Administrative Agent

By: /s/ Joseph L. Corah
Name: Joseph L. Corah
Title: Director

[Signature Page to Amendment No. 4]

JPMORGAN CHASE BANK, N.A.,
as a Lender and an Issuing Lender

By: /s/ Helen D. Davis
Name: Helen D. Davis
Title: Authorized Officer

[Signature Page to Amendment No. 4]

Fifth Third Bank, National Association,
as a Lender and an Issuing Lender

By: /s/ Thomas Avery
Name: Thomas Avery
Title: Executive Director

[Signature Page to Amendment No. 4]

MIZUHO BANK, LTD.,
as a Lender and an Issuing Lender

By: /s/ Tracy Rahn
Name: Tracy Rahn
Title: Executive Director

[Signature Page to Amendment No. 4]

MUFG BANK, LTD,
as a Lender and an Issuing Lender

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

[Signature Page to Amendment No. 4]

PNC Bank, National Association,
as a Lender and an Issuing Lender

By: /s/ Kristin Olson
Name: Kristin Olson
Title: Vice President

[Signature Page to Amendment No. 4]

Regions Bank,
as a Lender

By: /s/ Allen Riley
Name: Allen Riley
Title: Vice President

[Signature Page to Amendment No. 4]

TRUIST BANK,
as a Lender

By: /s/ Jonathan Hart
Name: Jonathan Hart
Title: Director

[Signature Page to Amendment No. 4]

CITIZENS BANK, N.A.,
as a Lender

By: /s/ Mark Guyeski
Name: Mark Guyeski
Title: Vice President

[Signature Page to Amendment No. 4]

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Tom Priedeman
Name: Tom Priedeman
Title: Senior Vice President

[Signature Page to Amendment No. 4]

Synovus Bank,
as a Lender

By: /s/ Michael Sawicki
Name: Michael Sawicki
Title: Director

EXHIBIT A

[attached]

EXHIBIT A TO AMENDMENT NO. ~~3~~4

Deal CUSIP: 58502HAK9
Term Loan CUSIP: 58502HAM5
Revolver CUSIP: 58502HAL7

$~~1,200,000,000~~700,000,000

CREDIT AGREEMENT
Dated as of October 30, 2017,
as amended by Amendment No. 1 to Credit Agreement, dated as of November 21, 2018,
as amended by Amendment No. 2 to Credit Agreement, dated as of March 28, ~~2019 and as further~~2019,
as amended by Amendment No. 3 to Credit Agreement, dated as of March 25, ~~2020~~2020, and
as further amended by Amendment No. 4 to Credit Agreement, dated as of February 11, 2022

among

MEDNAX, INC.,
as Borrower,

CERTAIN DOMESTIC SUBSIDIARIES OF THE BORROWER
FROM TIME TO TIME PARTY HERETO,
as Guarantors,

THE LENDERS PARTY HERETO,

~~JPMORGAN CHASE~~ BANK OF AMERICA, N.A.,
as Administrative Agent,

BANK OF AMERICA, N.A.,
JPMORGAN CHASE BANK, N.A.,
~~BANK OF AMERICA, N.A.,~~
~~BBVA COMPASS,~~
FIFTH THIRD BANK, NATIONAL ASSOCIATION,
MIZUHO BANK, LTD.,
MUFG BANK, LTD.,
PNC BANK, NATIONAL ASSOCIATION,
~~SUNTRUST~~REGIONS BANK ,
and
~~WELLS FARGO~~TRUIST BANK~~, NATIONAL ASSOCIATION~~,
as Syndication Agents,

~~BB&T,~~
~~REGIONS~~CITIZENS BANK, N.A.,
and
U.S. BANK NATIONAL ASSOCIATION,
as Senior Documentation Agents,

and

BANK OF AMERICA, N.A.,
JPMORGAN CHASE BANK, N.A.,
~~MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,~~
~~BBVA COMPASS,~~
FIFTH THIRD BANK, NATIONAL ASSOCIATION,
MIZUHO BANK, LTD.,
MUFG BANK, LTD.,

EXHIBIT A TO AMENDMENT NO. ~~3~~4

Deal CUSIP: 58502HAK9
Term Loan CUSIP: 58502HAM5
Revolver CUSIP: 58502HAL7

and
PNC BANK, NATIONAL ASSOCIATION
~~SUNTRUST ROBINSON HUMPHREY, INC.and~~
~~WELLS FARGO SECURITIES, LLC,~~,
as Joint Lead Arrangers and Joint Bookrunners

TABLE OF CONTENTS

ARTICLE III

REPRESENTATIONS AND WARRANTIES

ARTICLE IV

CONDITIONS PRECEDENT

ARTICLE X

GUARANTY

THIS CREDIT AGREEMENT, dated as ~~of October 30, 2017,~~February 11, 2022, is by and among **MEDNAX, INC.**, a Florida corporation (the "Borrower"), the Guarantors (as hereinafter defined), the Lenders (as hereinafter defined) and ~~**JPMORGAN CHASE** **BANK** OF AMERICA~~, **N.A.**, as administrative agent for the Lenders hereunder (in such capacity, the "Administrative Agent").

ARTICLE I

DEFINITIONS

Section 1.1 Defined Terms.

As used in this Agreement, terms defined in the preamble to this Agreement have the meanings therein indicated, and the following terms have the following meanings:

"Account Designation Notice" shall mean the Account Designation Notice dated as of the Closing Date from the Borrower to the Administrative Agent in substantially the form attached hereto as Exhibit 1.1(a).

"Additional Credit Party" shall mean each Person that becomes a Guarantor by execution of a Joinder Agreement in accordance with Section 5.10.

"Administrative Agent" or "Agent" shall have the meaning set forth in the first paragraph of this Agreement and shall include any successors in such capacity.

"Administrative Questionnaire" shall mean an Administrative Questionnaire in a form supplied by the Administrative Agent.

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

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

"Agent Parties" shall have the meaning set forth in Section 9.2(d)(ii).

"Agreement" or "Credit Agreement" shall mean this Agreement, as amended, modified, extended, restated, replaced, or supplemented from time to time in accordance with its terms.

"Alternate Base Rate" shall mean~~,~~ for any day~~,~~ a fluctuating rate per annum equal to the ~~greatest~~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 sum of (i) LIBOR (as determined pursuant to the definition of LIBOR), for an Interest Period~~plus 1/2 of 1.00%, (b) the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its "prime rate," (c) Term SOFR applicable for an interest period of one ~~(1)~~ month ~~commencing on such day~~ plus ~~(ii~~1.00% and (d) 1.00%~~, in each instance as of such date of determination. If for any reason the Administrative Agent shall have determined (which determination shall be conclusive in the absence of manifest error) that it is unable to ascertain the Federal Funds Effective Rate, for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms set forth in the definition of Federal Funds Effective Rate, the Alternate Base Rate shall be determined without regard to clause (b) of the first sentence of this definition, as appropriate, until the circumstances giving rise to such inability no longer exist. Any change in the Alternate Base Rate due to a change in any of the foregoing will become effective on the date of such~~

change in the Federal Funds Rate, the Prime Rate or LIBOR for an Interest Period of one (1) month. Notwithstanding anything contained herein to the contrary, to the extent that the provisions of Section 2.13 shall be in effect in determining LIBOR pursuant to clause (c), The "prime rate" is a rate set by Bank of America based upon various factors including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.13 hereof, then the Alternate Base Rate shall be the greater of (i) the Prime Rate in effect on such day and (ii) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1%. For the avoidance of doubt, if the Alternate Base Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement clauses (a), (b) and (d) above and shall be determined without reference to clause (c) above.

"Alternate Base Rate Loans" shall mean Loans that bear interest at an interest rate based on the Alternate Base Rate.

"Amendment Lead Arranger" shall have the meaning set forth in Amendment No. 1.

"Amendment No. 1" means Amendment No. 1 to this Agreement dated as of November 21, 2018.

"Amendment No. 1 Effective Date" means November 21, 2018.

"Amendment No. 2" means Amendment No. 2 to this Agreement dated as of March 28, 2019.

"Amendment No. 2 Effective Date" means March 28, 2019.

"Amendment No. 2 Lead Arranger" shall have the meaning set forth in Amendment No. 2.

"Amendment No. 3" means Amendment No. 3 to this Agreement dated as of March 25, 2020.

"Amendment No. 3 Effective Date" means March 25, 2020.

"Amendment No. 3 Lead Arranger" shall have the meaning set forth in Amendment No. 3.

"Amendment No. 4" means Amendment No. 4 to this Agreement dated as of February 11, 2022.

"Amendment No. 4 Effective Date" means February 11, 2022.

"Amendment No. 4 Lead Arrangers" shall mean Bank of America, N.A., JPMorgan Chase Bank, N.A., Fifth Third Bank, National Association, Mizuho Bank, Ltd., MUFG Bank, Ltd., and PNC Bank, National Association.

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

"Applicable Margin" shall mean, for any day, with respect to (i) Revolving Loans and Unused Commitment Fees, the rate per annum set forth below opposite the applicable level then in effect (based on the Consolidated Net Leverage Ratio), it being understood that the Applicable Margin for (a) Revolving Loans that are Alternate Base Rate Loans shall be the percentage set forth under the column "Alternate Base Rate Margin," (b) Revolving Loans that are LIBOR RateTerm SOFR Loans shall be the percentage set forth under the column "LIBORTerm SOFR Margin & L/C Fee," (c) the Letter of Credit Fee shall be the percentage set forth under the column "LIBORTerm SOFR Margin & L/C Fee," and (d) the Unused

Commitment Fee shall be the percentage set forth under the column "Unused Commitment Fee" and (ii) Term Loans, the rate per annum set forth below opposite the applicable level then in effect (based on the Consolidated Net Leverage Ratio), it being understood that the Applicable Margin for (a) that portion of Term Loans consisting of Alternate Base Rate Loans shall be the percentage set forth under the column "Alternate Base Rate Margin" and (b) that portion of Term Loans consisting of Term SOFR Loans shall be the percentage set forth under the column "Term SOFR Margin & LC Fee":

Applicable Margin				
Level	Consolidated Net Leverage Ratio	~~LIBOR~~Term SOFR Margin & L/C Fee	Alternate Base Rate Margin	Unused Commitment Fee
I	> 3.50 to 1.0	1.750%	0.750%	0.200%
II	≤ 3.50 to 1.0 and > 2.75 to 1.0	1.500%	0.500%	0.200%
III	≤ 2.75 to 1.0 and > 2.00 to 1.0	1.375%	0.375%	0.150%
IV	≤ 2.00 to 1.0 and > 1.25 to 1.0	1.250%	0.250%	0.150%
V	≤ 1.25 to 1.0	1.125%	0.125%	0.150%

The Applicable Margin shall, in each case, be determined quarterly on the date five (5) Business Days after the date on which the Administrative Agent has received from the Borrower the quarterly financial information (in the case of the first three fiscal quarters of the Borrower's fiscal year), the annual financial information (in the case of the fourth fiscal quarter of the Borrower's fiscal year) and the certifications required to be delivered to the Administrative Agent and the Lenders in accordance with the provisions of Sections 5.1(a), 5.1(b) and 5.2(b) (each an "Interest Determination Date"). Such Applicable Margin shall be effective from such Interest Determination Date until the next such Interest Determination Date. After the ~~Closing~~Amendment No. 4 Effective Date, if the Credit Parties shall fail to provide the financial information or certifications in accordance with the provisions of Sections 5.1(a), 5.1(b) and 5.2(b), the Applicable Margin shall, on the date five (5) Business Days after the date by which the Credit Parties were so required to provide such financial information or certifications to the Administrative Agent and the Lenders, be based on Level I until such time as such information or certifications or corrected information or corrected certificates are provided, whereupon the Level shall be determined by the then current Consolidated Net Leverage Ratio. Notwithstanding the foregoing, the initial Applicable Margin shall be set at Level ~~III~~II until the financial information and certificates required to be delivered pursuant to Section 5 for the period ending ~~December 31, 2017~~June 30, 2022 have been delivered to the Administrative Agent. In the event that any financial statement or certification delivered pursuant to Sections 5.1 or 5.2 is shown to be inaccurate (regardless of whether this Agreement or the Commitments are in effect when such inaccuracy is discovered), and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin for any period (an "Applicable Period") than the Applicable Margin applied for such Applicable Period, the Borrower shall promptly (a) deliver to the Administrative Agent a corrected compliance certificate for such Applicable Period, (b) determine the Applicable Margin for such Applicable Period based upon the corrected compliance certificate, and (c) promptly pay to the Administrative Agent for the benefit of the Lenders the accrued additional interest and other fees owing as a result of such increased Applicable Margin for such Applicable Period, which payment shall be promptly

distributed by the Administrative Agent to the Lenders entitled thereto. It is acknowledged and agreed that nothing contained herein shall limit the rights of the Administrative Agent and the Lenders under the Credit Documents, including their rights under Sections 2.8 and 7.1.

"Approved Bank" shall have the meaning set forth in the definition of "Cash Equivalents."

"Approved Fund" shall mean any Fund that is Controlled or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that Controls or manages a Lender.

"Arrangers" shall mean ~~JPMCB, Wells Fargo Securities, LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, MUFG Bank, Ltd., SunTrust Robinson Humphrey, Inc., Mizuho Bank, Ltd. and Fifth Third Bank,~~ the Amendment Lead Arranger, the Amendment No. 2 Lead Arranger ~~and~~, the Amendment No. 3 Lead Arranger and the Amendment No. 4 Lead Arrangers.

"Assignment and Assumption" shall mean an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 9.6), and accepted by the Administrative Agent, in substantially the form of Exhibit 1.1(b) or any other form (including electronic records generated by the use of an electronic platform) approved by the Administrative Agent.

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

"Bank of America" shall mean Bank of America, N.A. and its successors.

"Bank Product" shall mean any of the following products, services or facilities extended to any Credit Party or any Subsidiary by any Bank Product Provider: (a) Cash Management Services; (b) products under any Hedging Agreement (other than obligations with respect to any such Credit Party's Hedging Agreements that constitute Excluded Swap Obligations solely with respect to such Credit Party); and (c) commercial credit card, purchase card and merchant card services. Any Bank Product established from and after the time that the Lenders have received written notice from the Borrower or the Administrative Agent that an Event of Default exists, until such Event of Default has been waived in accordance with Section 9.1, shall not be included as "Credit Party Obligations" for purposes of a distribution under Section 2.11(b).

"Bank Product Debt" shall mean the Indebtedness and other obligations of any Credit Party or Subsidiary relating to Bank Products.

"Bank Product Provider" shall mean any Person that provides Bank Products to a Credit Party or any Subsidiary to the extent that (a) such Person is a Lender, an Affiliate of a Lender or any other Person that was a Lender (or an Affiliate of a Lender) at the time it entered into the Bank Product but has ceased to be a Lender (or whose Affiliate has ceased to be a Lender) under the Credit Agreement or (b) such Person is a Lender or an Affiliate of a Lender on the Closing Date and the Bank Product was entered into on or

prior to the Closing Date (even if such Person ceases to be a Lender or such Person's Affiliate ceased to be a Lender).

"Bankruptcy Code" shall mean the Bankruptcy Code in Title 11 of the United States Code, as amended, modified, succeeded or replaced from time to time.

"Bankruptcy Event" shall mean any of the events described in Section 7.1(f).

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

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

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

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

"Borrower" shall have the meaning set forth in the first paragraph of this Agreement.

"Borrowing Date" shall mean, in respect of any Loan, the date such Loan is made.

"Borrower Materials" shall have the meaning set forth in Section 5.12(a).

"Business" shall have the meaning set forth in Section 3.10.

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close~~; provided, however, that when used in connection with a rate determination, borrowing or payment in respect of a LIBOR Rate Loan, the term "Business Day" shall also exclude any day on which banks in London, England are not open for dealings in Dollar deposits in the London interbank market~~.

"Capital Lease" shall mean any lease of property, real or personal, the obligations with respect to which are required to be capitalized on a balance sheet of the lessee in accordance with GAAP; provided that for purposes of calculating Indebtedness hereunder, and notwithstanding Section 1.3 hereof, the term "Capital Lease" shall not include any Capital Lease that was classified as an Operating Lease on the Closing Date or would have been classified as an Operating Lease had such agreement been in effect on the Closing Date prior to a relevant change in law or change in GAAP (from GAAP as in effect on the Closing Date) which has the effect of re-classifying such agreement as a Capital Lease.

"Capital Lease Obligations" shall mean the capitalized lease obligations, determined in accordance with GAAP, relating to a Capital Lease.

"Cash Collateralize" shall mean to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the Issuing Lenders (as applicable) and the Lenders, as collateral for LOC Obligations or obligations of Lenders to fund participations in respect thereof (as the context may require), cash or deposit account balances or, if the applicable Issuing Lender benefiting from such collateral shall agree in its sole discretion, other credit support, in each case pursuant to documentation in form and substance reasonably satisfactory to (a) the Administrative Agent and (b) such Issuing Lender. "Cash Collateral" shall have a

meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

"Cash Equivalents" shall mean (a) securities issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof (provided that the full faith and credit of the United States of America is pledged in support thereof) having maturities of not more than twelve months from the date of acquisition ("Government Obligations"), (b) Dollar denominated time deposits, certificates of deposit, eurodollar time deposits and eurodollar certificates of deposit of (i) any domestic commercial bank of recognized standing having capital and surplus in excess of $500,000,000, (ii) any U.S. branch or agency of a non-U.S. commercial bank of internationally recognized standing, having capital and surplus in excess of $500,000,000 or (iii) any bank whose short-term commercial paper rating is at least A-2 or the equivalent thereof from S&P or at least P-2 or the equivalent thereof from Moody's (any such bank being an "Approved Bank"), in each case with maturities of not more than three hundred sixty-four (364) days from the date of acquisition, (c) commercial paper and variable or fixed rate notes issued by any Approved Bank (or by the parent company thereof) or any variable rate notes issued by, or guaranteed by any domestic corporation rated A-2 (or the equivalent thereof) or better by S&P or P-2 (or the equivalent thereof) or better by Moody's and maturing within six months of the date of acquisition, (d) repurchase agreements with a term of not more than thirty (30) days with a bank or trust company (including a Lender) or a recognized securities broker dealer having capital and surplus in excess of $500,000,000 for direct obligations issued by or fully guaranteed by the United States of America, (e) obligations of any state of the United States or any political subdivision thereof for the payment of the principal and redemption price of and interest on which there shall have been irrevocably deposited Government Obligations maturing as to principal and interest at times and in amounts sufficient to provide such payment, (f) money market accounts subject to Rule 2a-7 of the Investment Company Act of 1940 ("Rule 2a-7") which consist primarily of cash and cash equivalents set forth in clauses (a) through (e) above and of which 95% shall at all times be comprised of First Tier Securities (as defined in Rule 2a-7) and any remaining amount shall at all times be comprised of Second Tier Securities (as defined in Rule 2a-7) and (g) shares of any so-called "money market fund"; provided that such fund is registered under the Investment Company Act of 1940, has net assets of at least $500,000,000 and has an investment portfolio with an average maturity of three hundred sixty-five (365) days or less.

"Cash Management Services" shall mean any services provided from time to time to any Credit Party or Subsidiary in connection with operating, collections, payroll, trust, or other depository or disbursement accounts, including automatic clearinghouse, controlled disbursement, depository, electronic funds transfer, information reporting, lockbox, stop payment, overdraft and/or wire transfer services and all other treasury and cash management services.

"Change in Law" shall mean the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided, that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith 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.

"Change of Control" shall mean at any time, the occurrence of any of the following events:(a) any "person" or "group" (as such terms are used in Section 13(d) and 14(d) of the Exchange Act), is or becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a person shall be deemed to have "beneficial ownership" of all securities that such person has the right to

acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of thirty-five percent (35%) or more of the then outstanding Voting Stock of the Borrower; (b) during any period of 12 consecutive months, a majority of the members of the board of directors or other equivalent governing body of the Borrower shall cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body; or (c) any Person or two or more Persons acting in concert shall have entered into a contract or arrangement that, upon consummation thereof, would result in the occurrence of an event that would violate either (a) or (b) above.

"Closing Date" shall mean October 30, 2017.

"CME" means CME Group Benchmark Administration Limited.

"CMS" shall mean the Centers for Medicare and Medicaid Services.

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

"Collateral" shall mean, (a) 100% of the Equity Interests of each Guarantor, (b) Equity Interests in any Foreign Subsidiary or FSHCO up to but not in excess of 65% of the voting Equity Interests and 100% of the non-voting Equity Interests of such Foreign Subsidiary or FSHCO, as applicable and (c) all tangible and intangible personal property of any Credit Party (including but not limited to accounts receivable, inventory, equipment, general intangibles (including contract rights), deposit and securities accounts, investment property, intellectual property, intercompany notes, instruments, chattel paper and documents, letter of credit rights, commercial tort claims and proceeds of the foregoing), other than Excluded Assets.

"Collateral Agreement" shall mean an agreement among each of the Credit Parties and the Administrative Agent, whereby the perfected first-priority security interests required by the definition of "Collateral Event" are granted to the Administrative Agent on behalf of each of the Lenders and Bank Product Providers.

"Collateral Event" shall mean the date, if any, upon which each of the following events has occurred (it being understood that the decision whether or not to cause any of the following events to occur shall be within the Borrower's sole discretion, but that no "Collateral Event" shall have occurred until all of the following are completed or the completion thereof is waived by the Administrative Agent):

(a) the Administrative Agent shall have received from each Credit Party, a counterpart of the Collateral Agreement duly executed and delivered on behalf of such Credit Party, which Collateral Agreement, when taken together with the other requirements of this definition of "Collateral Event" shall grant first priority security interests in favor of the Administrative Agent in all of the Collateral;

(b) the Administrative Agent for the benefit of the Lenders and Bank Product Providers shall have received all certificates (if any) representing the Equity Interests pledged as Collateral, together with stock powers or other instruments of transfer with respect thereto endorsed in blank;

(c) all Indebtedness having, in the case of each instance of Indebtedness, an aggregate principal amount in excess of $5,000,000 (other than to the extent that a pledge of such promissory note or instrument would violate applicable law) that is owing to any Credit Party and evidenced by a promissory note or an instrument and constitutes Collateral shall have been pledged pursuant to the Collateral

Agreement, and the Administrative Agent shall have received all such promissory notes or instruments, together with note powers or other instruments of transfer with respect thereto endorsed in blank;

(d) the Administrative Agent shall have received from each Credit Party, a counterpart of the Global Intercompany Note, duly executed and delivered on behalf of such Credit Party;

(e) except as contemplated by any Security Document or otherwise agreed by the Administrative Agent, all documents and instruments, including Uniform Commercial Code financing statements and filings with the United States Copyright Office and the United States Patent and Trademark Office, and all other actions required by law or reasonably requested by the Administrative Agent to be 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 filed, registered or recorded or delivered to the Administrative Agent for filing, registration or the recording concurrently with, or promptly following, the execution and delivery of each such Security Document and at all times thereafter (it being understood and agreed that (A) control agreements shall not be required with respect to any deposit accounts, securities accounts or commodities accounts and (B) no perfection actions shall be required with respect to (x) commercial tort claims not exceeding $5,000,000, (y) motor vehicles and other assets subject to certificates of title, and (z) letter of credit rights, except to the extent constituting a support obligation for other Collateral as to which perfection is accomplished solely by the filing of a Uniform Commercial Code financing statement or equivalent);

(f) the Administrative Agent shall have received insurance certificates from the Borrower's insurance broker or other evidence reasonably satisfactory to it that all insurance required to be maintained pursuant to this Credit Agreement is in full force and effect and such certificates shall comply with the requirements set forth in this Credit Agreement;

(g) the Administrative Agent shall (i) have received (A) searches of Uniform Commercial Code filings in the jurisdiction of incorporation or formation, as applicable, of each Credit Party and each jurisdiction where any Collateral is located or where a filing would need to be made in order to perfect the Administrative Agent's security interest in the Collateral, copies of the financing statements on file in such jurisdictions and evidence that no Liens exist other than Permitted Liens and (B) tax lien and judgment searches and (ii) evidence of the release of Liens that are not Permitted Liens;

(h) the Administrative Agent shall have received, for the benefit of the Lenders and Bank Product Providers, an opinion or opinions (including, if relevant, local counsel opinions) of counsel for the Credit Parties, dated as of the date of the Collateral Event, and addressed to the Administrative Agent and the Lenders, in customary form and substance reasonably acceptable to the Administrative Agent (which shall include opinions regarding the validity and perfection of the Liens granted in connection with the Collateral Event).

"Commitment" shall mean the Revolving Commitments, the LOC Commitment, the Term Loan Commitment and any Incremental Commitment, individually or collectively, as appropriate.

"Commitment Letter" shall mean the commitment letter agreement dated as of October 23, 2017, among the Borrower, ~~JPMCB~~JPMorgan Chase Bank, N.A., Wells Fargo Bank, National Association, Bank of America, N.A., SunTrust Bank, Mizuho Bank Ltd., Fifth Third Bank, National Association and the Arrangers.

"Commitment Percentage" shall mean the Revolving Commitment Percentage and/or the Term Loan Commitment Percentage and any such other "Commitment Percentage" determined pursuant to Section 2.22(d).

"Commitment Period" shall mean (a) with respect to Revolving Loans the period from and including the Closing Date to but excluding the Maturity Date and (b) with respect to Letters of Credit, the period from and including the Closing Date to but excluding the date that is thirty (30) days prior to the Maturity Date.

"Committed Funded Exposure" shall mean, as to any Lender at any time, the aggregate principal amount at such time of its outstanding Loans, LOC Obligations and Participation Interests at such time.

"Commonly Controlled Entity" shall mean an entity, whether or not incorporated, which is under common control with the Borrower within the meaning of Section 4001(b)(1) of ERISA or is part of a group which includes the Borrower and which is treated as a single employer under Section 414(b) or 414(c) of the Code or, solely for purposes of Section 412 of the Code to the extent required by such Section, Section 414(m) or 414(o) of the Code.

"Communications" shall mean, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of the Borrower pursuant to any Credit Document or the transactions contemplated therein which is distributed to the Administrative Agent, any Lender or any Issuing Lender by means of electronic communications pursuant to Section 9.2, including through the Platform.

"Conforming Changes" means, with respect to the use, administration of or any conventions associated with SOFR or any proposed Successor Rate or Term SOFR, as applicable, any conforming changes to the definitions of "Alternate Base Rate", "SOFR", "Term SOFR" and "Interest Period", timing and frequency of determining rates and making payments of interest and other technical, administrative or operational matters (including, for the avoidance of doubt, the definitions of "Business Day" and "U.S. Government Securities Business Day", timing of borrowing requests or prepayment, conversion or continuation notices and length of lookback periods) as may be appropriate, in the discretion of the Administrative Agent, to reflect the adoption and implementation of such applicable rate(s) and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such rate exists, in such other manner of administration as the Administrative Agent determines is reasonably necessary in connection with the administration of this Agreement and any other Credit Document).

"Consolidated" shall mean, when used with reference to financial statements or financial statement items of the Borrower and its Subsidiaries or any other Person, such statements or items on a consolidated basis in accordance with the consolidation principles of GAAP.

"Consolidated Assets" shall mean, as of any date of determination, the Consolidated assets of the Credit Parties and their Subsidiaries at such date, as determined in accordance with GAAP.

"Consolidated Cash Balance" shall mean, at any time, (a) the aggregate amount of cash and Cash Equivalents, in each case, held or owned by (either directly or indirectly), credited to the account of or would otherwise be required to be reflected as an asset on the balance sheet of the Borrower and its Subsidiaries (other than PMG) less (b) the sum of (i) any cash or Cash Equivalents to pay working interest obligations, suspense payments, severance payments, severance taxes, payroll, payroll taxes, other taxes, employee wage and benefit payments, deferred health payments, independent contractor payments and trust and fiduciary obligations or other obligations of the Borrower or any Subsidiary to third parties, and for which the Borrower or such Subsidiary has issued checks or has initiated wires or ACH transfers (or, in the Borrower's discretion, will issue checks or initiate wires or ACH transfers within five (5) business days), (ii) other amounts for which the Borrower or such Subsidiary has issued checks or has initiated wires or ACH transfers but have not yet been subtracted from the balance in the relevant account of the Borrower or

such Subsidiary, (iii) any cash or Cash Equivalents of the Borrower or any Subsidiaries constituting purchase price deposits held in escrow pursuant to a binding and enforceable purchase and sale agreement with a third party containing customary provisions regarding the payment and refunding of such deposits or subject to a Permitted Lien in favor of such a third party related to such purchase and sale agreement or similar arrangement and (iv) any cash or Cash Equivalents of the Borrower or any Subsidiaries subject to a Permitted Lien pursuant to clauses (f) and (g) of the definition thereof.

"Consolidated EBITDA" shall mean, as of any date of determination for the four consecutive fiscal quarter period ending on such date, without duplication, (a) Consolidated Net Income for such period plus (b) the sum of the following to the extent deducted in calculating Consolidated Net Income for such period: (i) Consolidated Interest Expense for such period, (ii) tax expense (including, without limitation, any federal, state, local and foreign income and similar taxes) of the Credit Parties and their Subsidiaries for such period, (iii) depreciation and amortization expense of the Credit Parties and their Subsidiaries for such period, (iv) non-cash expenses of the Borrower and its Subsidiaries related to the equity compensation of any current or former employee or director of the Borrower or any Subsidiary or pursuant to any equity compensation plan of the Borrower, (v) other non-cash charges (excluding reserves for future cash charges) of the Credit Parties and their Subsidiaries for such period, (vi) (x) actual fees and expenses incurred in connection with the transactions relating to this Agreement during the period ending on the 30th day following the Closing Date, the Amendment No. 1 Effective Date, the Amendment No. 2 Effective Date, the Amendment No. 3 Effective Date or the Amendment No. ~~3~~4 Effective Date, as applicable, and (y) expenses, charges and fees incurred during such period and after the Closing Date in connection with the administration of the Credit Documents (including in connection with any waiver, amendment, supplementation or other modification thereto and the making of any Loan hereunder or thereunder), (vii) costs and expenses for pending or threatened non-ordinary course litigation or disputes incurred during such period, (viii) the amount of all extraordinary, unusual or non-recurring losses, expenses or charges incurred during such period, and (ix) any costs, fees, charges, accruals and reserves incurred during such period in connection with any integration, transition, facilities openings, vacant facilities, consolidations, relocations, closing, acquisitions, Permitted JV Investments and Dispositions, business optimization and entry into new markets, including technology, systems and infrastructure design, upgrade and implementation costs, consulting fees, restructuring costs, severance and curtailments or modifications to pension or postretirement employee benefit plans, plus (c) the amount of net cost savings, operating expense reductions and synergies projected by the Borrower (for the Borrower and/or its Subsidiaries) in good faith to be realized as a result of any transaction, restructuring initiative, cost savings initiative or operational change (which cost savings, operating expense reductions or synergies shall be calculated on a pro forma basis as though such cost savings, operating expense reductions or synergies had been realized on the first day of such period), net of the amount of actual benefits realized during such period from such transaction, initiative or change; provided that (A) such cost savings, operating expense reductions or synergies are reasonably identifiable and factually supportable and (B) such actions have been taken or are to be taken within 18 months of the consummation of such transaction or the date of commencement of such initiative or change, as applicable, minus (d) federal, state, local and foreign income tax credits of the Borrower and its Subsidiaries for such period minus (e) all non-cash items increasing Consolidated Net Income for such period minus (f) non-cash charges previously added back to Consolidated Net Income in determining Consolidated EBITDA to the extent such non-cash charges have become cash charges during such period; provided that the amounts included under clauses (b)(vii), (b)(viii), (b)(ix) and (c) above shall not exceed 20% of Consolidated EBITDA (prior to giving effect to the such clauses).

~~Notwithstanding anything to the contrary contained herein, Consolidated EBITDA for each of (a) the fiscal quarter ended June 30, 2020 and (b) the fiscal quarter ended September 30, 2020, shall be deemed to be $139,217,000.~~

"Consolidated Funded Debt" shall mean, as of any date of determination, Funded Debt of the Credit Parties and their Subsidiaries on a Consolidated basis.

"Consolidated Interest Expense" shall mean, as of any date of determination for the four consecutive fiscal quarter period ending on such date, all interest expense (excluding amortization of debt discount and premium, but including the interest component under Capital Leases and synthetic leases, tax retention operating leases, off-balance sheet loans and similar off-balance sheet financing products) for such period of the Credit Parties and their Subsidiaries on a Consolidated basis.

~~"Consolidated Net Leverage Ratio" shall mean, as of the date of the last day of any fiscal quarter of the Borrower, for the Credit Parties and their Subsidiaries on a Consolidated basis, the ratio of (a)(i) Consolidated Funded Debt of the Credit Parties and their Subsidiaries on such date minus (ii) the aggregate amount of unrestricted cash and Cash Equivalents of the Credit Parties and their Subsidiaries on a Consolidated basis in each case as of such date, to (b) Consolidated EBITDA.~~

"Consolidated Net Income" shall mean, as of any date of determination for the four consecutive fiscal quarter period ending on such date, for the Credit Parties and their Subsidiaries on a Consolidated basis, the net income of the Credit Parties and their Subsidiaries (excluding extraordinary gains, including the write-up of assets, but including extraordinary losses) for that period, minus the income of any Subsidiary of the Borrower (including income of a Subsidiary of such Subsidiary attributed thereto) to the extent the payment of such income in the form of a Restricted Payment or repayment of Indebtedness to the Borrower or to another Subsidiary not so restricted is not permitted on account of any provision of any organization document, Contractual Obligation or law applicable to such Subsidiary. Consolidated Net Income shall exclude any income or loss attributable to a Permitted JV (other than dividends or distributions received in cash or Cash Equivalents from such Permitted JV by a Credit Party or Subsidiary (other than another Permitted JV)) to the extent the financial results of such Permitted JV are not Consolidated with the financial results of the Borrower and its Subsidiaries.

"Consolidated Net Leverage Ratio" shall mean, as of the date of the last day of any fiscal quarter of the Borrower, for the Credit Parties and their Subsidiaries on a Consolidated basis, the ratio of (a)(i) Consolidated Funded Debt of the Credit Parties and their Subsidiaries on such date minus (ii) the aggregate amount of unrestricted cash and Cash Equivalents of the Credit Parties and their Subsidiaries on a Consolidated basis in each case as of such date, to (b) Consolidated EBITDA.

"Consolidated Secured Funded Debt" shall mean, as of any date of determination, Consolidated Fund Debt as of such date that is secured by a Lien on any assets of the Credit Parties or their Subsidiaries.

"Consolidated Secured Net Leverage Ratio" shall mean, as of the date of the last day of any fiscal quarter of the Borrower, for the Credit Parties and their Subsidiaries on a Consolidated basis, the ratio of (a)(i) Consolidated Secured Funded Debt on such date minus (ii) the aggregate amount of unrestricted cash and Cash Equivalents of the Credit Parties and their Subsidiaries on a Consolidated basis in each case as of such date, to (b) Consolidated EBITDA.

"Consolidated Total Assets" shall mean, as of any date of determination, Consolidated Assets as set forth in the Consolidated balance sheet of the Credit Parties and their Subsidiaries most recently delivered pursuant to Section 5.1(a) or (b).

"Contractual Obligation" shall mean, as to any Person, any obligations or liabilities of such Person arising under any provision of any security issued by such Person or of any contract, agreement, instrument or undertaking to which such Person is a party or by which it or any of its property is bound.

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

"Copyright Licenses" shall mean any agreement, whether written or oral, providing for the grant by or to a Person of any right under any Copyright.

"Copyrights" shall mean all copyrights in all Works, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and all renewals thereof.

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

"Covered Party" shall have the meaning set forth in Section 9.29(a).

"Credit Documents" shall mean this Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, each of the Notes, any Joinder Agreement, the Letters of Credit, the LOC Documents and the Security Documents, if any, and all other agreements, documents, certificates and instruments delivered to the Administrative Agent or any Lender by any Credit Party in connection therewith (other than any agreement, document, certificate or instrument related to a Bank Product).

"Credit Party" shall mean any of the Borrower or the Guarantors.

"Credit Party Obligations" shall mean, without duplication, (a) the Obligations and (b) for purposes of the Guaranty, the sharing thereof and/or payments from proceeds thereof, all Bank Product Debt.

"Daily Simple SOFR" with respect to any applicable determination date means the SOFR published on such date on the Federal Reserve Bank of New York's website (or any successor source).

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

"Default" shall mean any of the events specified in Section 7.1, whether or not any requirement for the giving of notice or the lapse of time, or both, or any other condition, has been satisfied.

"Default Rate" shall mean (a) when used with respect to the Loans, an interest rate equal to (i) for Alternate Base Rate Loans (A) the Alternate Base Rate plus (B) the Applicable Margin, if any, applicable to Alternate Base Rate Loans plus (C) 2% per annum and (ii) for ~~LIBOR Rate~~Term SOFR Loans, (A) ~~the LIBOR Rate~~Term SOFR plus (B) the Applicable Margin applicable to ~~LIBOR Rate~~Term SOFR Loans plus (C) 2% per annum, (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Margin plus 2% per annum and (c) when used with respect to any other fee, overdue interest or any other Obligations or amount due hereunder, an interest rate equal to (A) the Alternate Base Rate plus (B) the Applicable Margin, if any, applicable to Alternate Base Rate Loans plus (C) 2% per annum.

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

"Defaulting Lender" shall mean, subject to Section 2.21(b) any Lender that, (a) has failed to (i) fund all or any portion of its Revolving Loans, Term Loans, Incremental Loans, or participations in LOC Obligations required to be funded by it hereunder within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, the Issuing Lenders or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit) within two (2) Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent or any Issuing Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity or (iii) become the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.21(b)) upon delivery of written notice of such determination to the Borrower, each Issuing Lender and each Lender.

"Disposition" shall have the meaning set forth in Section 6.4(a).

"Dividing Person" has the meaning assigned to it in the definition of "Division".

"Division" means the division of the assets, liabilities and/or obligations of a Person (the "Dividing Person") among two or more Persons (whether pursuant to a "plan of division" or similar arrangement), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

"Division Successor" means any Person that, upon the consummation of a Division of a Dividing Person, holds all or any portion of the assets, liabilities and/or obligations previously held by such Dividing Person immediately prior to the consummation of such Division. A Dividing Person which retains any of its assets, liabilities and/or obligations after a Division shall be deemed a Division Successor upon the occurrence of such Division.

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

"Domestic Lending Office" shall mean, initially, the office of each Lender designated as such Lender's Domestic Lending Office shown in such Lender's Administrative Questionnaire; and thereafter, such other office of such Lender as such Lender may from time to time specify to the Administrative Agent and the Borrower as the office of such Lender at which Alternate Base Rate Loans of such Lender are to be made.

"Domestic Subsidiary" shall mean any Subsidiary that is organized under the laws of the United States or any state thereof or under the laws of the District of Columbia.

"EEA Financial Institution" means (a) any institution 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 institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

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

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

"Electronic Copy" shall have the meaning assigned to such term in Section 9.9(b).

"Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

"Eligible Assignee" shall mean (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund and (d) any other Person (other than a natural person) approved by (i) the Administrative Agent, (ii) in the case of any assignment of a Revolving Commitment, the Issuing Lenders and (iii) unless an Event of Default under Section 7.1(a) or (f) has occurred and is continuing and so long as the Primary Syndication of the Loans has been completed as determined by ~~JPMCB~~the Administrative Agent, the Borrower (each such approval not to be unreasonably withheld or delayed); provided that notwithstanding the foregoing, "Eligible Assignee" shall not include (A) any Credit Party or any of the Credit Party's Affiliates or Subsidiaries, (B) any Person holding Subordinated Debt of the Credit Parties or (C) any Defaulting Lender.

"Environmental Laws" shall mean any and all applicable foreign, federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority or other Requirement of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning protection of the environment, as now or may at any time be in effect during the term of this Agreement.

"Equity Holder" shall mean any Person that owns the Equity Interests in any Practice that is a party to any Management Agreement.

"Equity Interests" shall mean (a) in the case of a corporation, capital stock, (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock, (c) in the case of a partnership, partnership interests (whether general, preferred or limited), (d) in the case of a limited liability company, membership interests and (e) any other interest or participation that confers or could confer on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, without limitation, options, warrants and any other "equity security" as defined in Rule 3a11-1 of the Exchange Act.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

"Erroneous Party" shall have the meaning set forth in Section 8.13.

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

~~"Eurodollar Reserve Percentage" shall mean for any day, the percentage (expressed as a decimal and rounded upwards, if necessary, to the next higher 1/100th of 1%) which is in effect for such day as prescribed by the Board of Governors of the Federal Reserve System (the "Board") (or any successor) for determining the maximum reserve requirement (including, without limitation, any basic, supplemental or emergency reserves) in respect of eurocurrency liabilities, as defined in Regulation D of the Board as in effect from time to time, or any similar category of liabilities for a member bank of the Federal Reserve System in New York City.~~

"Event of Default" shall mean any of the events specified in Section 7.1; provided, however, that any requirement for the giving of notice or the lapse of time, or both, or any other condition, has been satisfied.

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

"Excluded Assets" shall mean (i) any real property (including real property leasehold interests), (ii) any governmental licenses or state or local franchises, charters or authorizations, to the extent a security interest in any such licenses, franchise, charter or authorization would be prohibited or restricted thereby (including any legally effective prohibition or restriction), (iii) any assets the pledge of which, or the ownership of which by any Person other than a licensed physician, would be prohibited by applicable law, rule or regulation, (iv) margin stock, (v) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, (vi) any lease, license or other agreement or contract or any property subject to a purchase money security interest, capital lease obligation or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or contract or purchase money, capital lease or similar arrangement or create a right of termination in favor of any other party thereto (other than the Borrower or any of its affiliates) after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code or other similar applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code or other similar applicable law notwithstanding such prohibition, (vii) Equity Interests in any Foreign Subsidiary or FSHCO that would not qualify as "Collateral" under clause (b) of such definition and (viii) assets held by any Foreign Subsidiaries of the Borrower. The Collateral may also exclude those assets as to which the Administrative Agent and the Borrower reasonably agree in writing that the cost of obtaining such a security interest or perfection thereof is excessive in relation to the benefit to the Lenders of the security to be afforded thereby.

"Excluded Swap Obligation" shall mean, with respect to any Guarantor, 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 (any such obligation, a "Swap Obligation"), if, and to the extent that, all or a portion of the guarantee of such Guarantor pursuant to the Guarantee of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee pursuant to the 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).

"Excluded Taxes" shall mean, with respect to the Administrative Agent, any Lender, any Issuing Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder or under any other Credit Document, (a) taxes imposed on or measured by its net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by any jurisdiction (or any political subdivision thereof) as a result of such recipient being organized under the laws of or having its principal office or, in the case of any Lender, an applicable lending office in the jurisdiction imposing such Tax (or any political subdivision thereof) or as a result of any other present or former connection other than a connection resulting at least in part from this Agreement, any other Credit Document, or any actions related thereto, (b) any United States branch profits taxes, or any similar tax, imposed by any jurisdiction described in (a), (c) any United States federal backup withholding tax imposed under Section 3406 of the Code, (d) in the case of a Foreign Lender (other than a Foreign Lender becoming a party hereto pursuant to the Borrower's request under Section 2.19), any United States federal withholding tax that is imposed on amounts payable to such Foreign Lender pursuant to a law in effect at the time such Foreign Lender becomes a party hereto (or designates a new lending office), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, immediately prior to the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 2.16, (e) any withholding tax attributable to ~~a~~such Lender's failure to comply with Section 2.16(e) or (f), and (f) any withholding tax to the extent imposed pursuant to FATCA.

"Existing Credit Agreement" means the Credit Agreement, dated as of October 29, 2014, as amended by Amendment No. 1 dated as of June 5, 2015 and as further amended or otherwise modified prior to the date hereof, among the Borrower, the guarantors party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent.

"Existing Lenders" means the lenders party to the Existing Credit Agreement.

"Existing Letter of Credit" shall mean each of the letters of credit described by applicant, date of issuance, letter of credit number, amount, beneficiary and the date of expiry on Schedule 1.1(c) hereto.

"Extension of Credit" shall mean, as to any Lender, the making of a Loan by such Lender, any conversion of a Loan from one Type to another Type, any extension of any Loan or the issuance, extension or renewal of, or participation in, a Letter of Credit by such Lender.

"Facility" shall mean an Incremental Facility ~~and/or~~, the Revolving Facility and/or the Term Loan Facility, as appropriate.

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

"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~~rate per annum calculated by the Federal Reserve Bank of New York based on such day's federal funds transactions ~~with members of~~by depository institutions (as determined in such manner as the Federal Reserve ~~System arranged by Federal funds brokers, as~~Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York~~, 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 nationally recognized standing selected by it; provided,~~ as the federal funds effective rate; provided that~~,~~ if the Federal Funds Effective Rate ~~shall~~as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Fee Letters" shall mean, collectively, (a) the fee letter agreement dated October 23, 2017, addressed to the Borrower from ~~JPMCB~~JPMorgan Chase Bank, N.A., as amended, modified, extended, restated, replaced, or supplemented from time to time and (b) any other fee letter entered into ~~prior to the Closing Date~~ with any Agent or Arranger relating to this Credit Agreement.

"Foreign Lender" shall mean any Lender that is not a "United States person" as defined in Section 7701(a)(30) of the Code.

"Foreign Subsidiary" shall mean any Subsidiary that is not a Domestic Subsidiary.

"Fronting Exposure" shall mean, at any time there is a Defaulting Lender, with respect to the Issuing Lenders, such Defaulting Lender's Commitment Percentage of the outstanding LOC Obligations with respect to Letters of Credit issued by the Issuing Lenders other than LOC Obligations as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof.

"FSHCO" shall mean any Domestic Subsidiary that owns no material assets other than the capital stock of one or more Foreign Subsidiaries that are "controlled foreign corporations" within the meaning of Section 957 of the Code.

"Fund" shall mean any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"Funded Debt" shall mean, with respect to any Person, without duplication, all Indebtedness of such Person (other than Indebtedness set forth in clauses (e) and (i) of such definition).

"GAAP" shall mean generally accepted accounting principles in effect in the United States of America (or, in the case of Foreign Subsidiaries with significant operations outside the United States of America, generally accepted accounting principles in effect from time to time in their respective jurisdictions of organization or formation) applied on a consistent basis, subject, however, in the case of determination of compliance with the financial covenants set out in Section 5.9 to the provisions of Section 1.3.

"Global Intercompany Note" shall mean a promissory note, in form and substance satisfactory to the Administrative Agent, evidencing all intercompany loans at any time owed by any Credit Party to the Borrower or any of its Subsidiaries, declaring such loans to be subordinate in all respects to the payment of the Obligations at any time owing to the Lenders.

"Government Acts" shall have the meaning set forth in Section 2.17(a).

"Government Obligations" shall have the meaning set forth in the definition of "Cash Equivalents."

"Government Reimbursement Program" shall mean (to the extent that any Credit Party participates in one or more of the following): (a) Medicare, the Federal Employees Health Benefit Program

under 5 U.S.C. §§ 8902 *et seq*., the TRICARE program established by the Department of Defense under 10 U.S.C. §§ 1071 *et seq*. or the Civilian Health and Medical Program of the Uniformed Services under 10 U.S.C. §§ 1079 and 1086, (b) Medicaid or (c) any agent, administrator, intermediary or carrier for any of the foregoing.

"Governmental Authority" shall mean the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

"Guarantor" shall mean the Domestic Subsidiaries of the Borrower as are, or may from time to time become parties to this Agreement.

"Guaranty" shall mean the guaranty of the Guarantors set forth in Article X.

"Guaranty Obligations" shall mean, with respect to any Person, without duplication, any obligations of such Person (other than endorsements in the ordinary course of business of negotiable instruments for deposit or collection) guaranteeing or intended to guarantee any Indebtedness of any other Person in any manner, whether direct or indirect, and including, without limitation, any obligation, whether or not contingent, (a) to purchase any such Indebtedness or any property constituting security therefor, (b) to advance or provide funds or other support for the payment or purchase of any such Indebtedness or to maintain working capital, solvency or other balance sheet condition of such other Person (including, without limitation, keep well agreements, maintenance agreements, comfort letters or similar agreements or arrangements) for the benefit of any holder of Indebtedness of such other Person, (c) to lease or purchase property, securities or services primarily for the purpose of assuring the holder of such Indebtedness, or (d) to otherwise assure or hold harmless the holder of such Indebtedness against loss in respect thereof. The amount of any Guaranty Obligation hereunder shall (subject to any limitations set forth therein) be deemed to be an amount equal to the outstanding principal amount (or maximum principal amount, if larger) of the Indebtedness in respect of which such Guaranty Obligation is made.

"Healthcare Laws" shall mean, collectively, any and all federal, state or local laws, rules, regulations and to the extent publicly available to providers, administrative manuals, orders, guidelines and requirements issued under or in connection with Medicare, Medicaid or any Government Reimbursement Program, or any law governing the licensure of or regulating healthcare providers, professionals, facilities or payors or otherwise governing or regulating the provision of, or payment for, medical services, including, without limitation, the delivery of home healthcare services by the Credit Parties and any other medical, nursing or other patient-related services now or hereafter provided by the Credit Parties. Healthcare Laws include, but are not limited to, HIPAA; 31 U.S.C. Section 3729, *et seq*.; 42 U.S.C. Section 1320a-7(b); and 42 U.S.C. 1395nn.

"Hedging Agreements" shall mean, with respect to any Person, any agreement entered into to protect such Person against fluctuations in interest rates, or currency or raw materials values, including, without limitation, any interest rate swap, cap or collar agreement or similar arrangement between such Person and one or more counterparties, any foreign currency exchange agreement, currency protection agreements, commodity purchase or option agreements or other interest or exchange rate hedging agreements.

"HIPAA" shall mean the (a) Health Insurance Portability and Accountability Act of 1996; (b) the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009); and (c) any state and local laws regulating the privacy and/or security of individually identifiable information, including state laws providing for notification of breach of privacy or security of individually identifiable information, in each case with respect to the laws described in clauses (a), (b) and (c) of this definition, as the same may be amended, modified or supplemented from time to time, any successor statutes thereto, any and all rules or regulations promulgated from time to time thereunder.

"Holder Purchase Grant" shall have the meaning set forth in Section 9.23(a).

"Increased Revolver Commitment" shall have the meaning set forth in Section 2.22(a).

"~~Incremental Facility~~Increased Term Loan" shall have the meaning set forth in Section 2.22(~~a~~c).

"~~Incremental Facility~~Increased Term Loan Commitment" shall have the meaning set forth in Section 2.22(a).

"Incremental Facility" shall have the meaning set forth in Section 2.22(a).

"Incremental Facility Commitment" shall have the meaning set forth in Section 2.22(a).

"Incremental Lender" shall have the meaning set forth in Section 2.22(~~c~~d).

"Incremental Loans" shall have the meaning set forth in Section 2.22(a).

"Incremental Commitments" shall have the meaning set forth in Section 2.22(a).

"Indebtedness" shall mean, with respect to any Person, 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, or upon which interest payments are customarily made, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person (other than customary reservations or retentions of title under agreements with suppliers entered into in the ordinary course of business), (d) all obligations (including, without limitation, earnout obligations) of such Person incurred, issued or assumed as the deferred purchase price of property or services purchased by such Person (other than trade debt incurred in the ordinary course of business and due within six months of the incurrence thereof) which would appear as liabilities on a balance sheet of such Person, (e) all obligations of such Person under take-or-pay or similar arrangements or under commodities agreements, (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on, or payable out of the proceeds of production from, property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (g) all Guaranty Obligations of such Person with respect to Indebtedness of another Person, (h) the principal portion of all Capital Lease Obligations plus any accrued interest thereon, (i) the Swap Termination Value of all Hedging Agreements of such Person, (j) the maximum amount of all letters of credit issued or bankers' acceptances facilities created for the account of such Person and, without duplication, all drafts drawn thereunder (to the extent unreimbursed), (k) all preferred Equity Interest issued by such Person and which by the terms thereof could be (at the request of the holders thereof or otherwise) subject to mandatory sinking fund payments, redemption or other acceleration, (l) the principal balance outstanding under any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing product plus any accrued interest thereon and (m) all obligations of any partnership or unincorporated joint venture in which such Person is a general partner or a joint venturer to the extent such Indebtedness is recourse to such Person.

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

"Indemnitee" shall have the meaning set forth in Section 9.5(b).

"Insolvency" shall mean, with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of such term as used in Section 4245 of ERISA.

"Intellectual Property" shall mean, collectively, all Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses of the Credit Parties and their Subsidiaries, all goodwill associated therewith and all rights to sue for infringement thereof.

"Interest Coverage Ratio" shall mean, as of the last day of any fiscal quarter of the Borrower, for the Credit Parties and their Subsidiaries on a Consolidated basis, the ratio of (a) Consolidated EBITDA to (b) Consolidated Interest Expense paid or payable in cash during the four consecutive fiscal quarter period ending on such date.

"Interest Determination Date" shall have the meaning specified in the definition of "Applicable Margin."

"Interest Payment Date" shall mean (a) as to any Alternate Base Rate Loan, the last Business Day of each March, June, September and December, (b) as to any ~~LIBOR Rate~~Term SOFR Loan having an Interest Period of three months or less, the last day of such Interest Period, (c) as to any ~~LIBOR Rate~~Term SOFR Loan having an Interest Period longer than three months, (i) each three (3) month anniversary following the first day of such Interest Period and (ii) the last day of such Interest Period, (d) as to any Loan which is the subject of a mandatory prepayment required pursuant to Section 2.7(b), the date on which such mandatory prepayment is due, and (e) as to any Loan then outstanding, on the Maturity Date~~; provided that the Amendment No. 2 Effective Date shall also constitute an Interest Payment Date with respect to Loans outstanding immediately prior to the Amendment No. 2 Effective Date.~~.

"Interest Period" ~~shall mean, with respect to any LIBOR Rate~~means as to each Term SOFR Loan~~,(a) initially~~, the period commencing on the ~~Borrowing Date or conversion date, as the case may be, with respect to such LIBOR Rate~~date such Term SOFR Loan is disbursed or converted to or continued as a Term SOFR Loan and ending ~~one, two, three~~on the date 1, 3 or ~~six~~6 months thereafter~~, subject to availability to all applicable Lenders~~, as selected by the Borrower in ~~the~~its Notice of Borrowing ~~or Notice of Conversion given with respect thereto; and(b) thereafter, each period commencing on the last day of the immediately preceding Interest Period applicable to such LIBOR Rate Loan and ending one, two, three or six months thereafter, subject to availability to all applicable Lenders, as selected by the Borrower by irrevocable notice to the Administrative Agent not less than three (3) Business Days prior to the last day of the then current Interest Period with respect thereto~~; provided that ~~the foregoing provisions are subject to the following~~:

(i) ~~(i) if~~ any Interest Period ~~pertaining to a LIBOR Rate Loan~~that would otherwise end on a day that is not a Business Day~~, such Interest Period~~ shall be extended to the next succeeding Business Day unless, in the ~~result of such extension would be to carry such Interest Period into~~case of a Term SOFR Loan, such Business Day falls in another calendar month, in which ~~event~~case such Interest Period shall end on the ~~immediately~~next preceding Business Day;

(ii) ~~(ii)~~ any Interest Period pertaining to a ~~LIBOR Rate~~Term SOFR Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on

the last Business Day of the ~~relevant~~ calendar month~~;~~ at the end of such Interest Period; and

~~(iii) if the Borrower shall fail to give notice as provided above, the Borrower shall be deemed to have selected an Alternate Base Rate Loan to replace the affected LIBOR Rate Loan;~~

(iii) ~~(iv)~~ no Interest Period ~~in respect of any Revolving Loans~~ shall extend beyond the Maturity Date~~; and~~.

~~(v) no more than ten (10) LIBOR Rate Loans may be in effect at any time. For purposes hereof, LIBOR Rate Loans with different Interest Periods shall be considered as separate LIBOR Rate Loans, even if they shall begin on the same date, although borrowings, extensions and conversions may, in accordance with the provisions hereof, be combined at the end of existing Interest Periods to constitute a new LIBOR Rate Loan with a single Interest Period;~~

~~provided further, that the first Interest Period as of the Amendment No. 2 Effective Date shall be as set forth in Section 2.1 in Amendment No. 2.~~

~~"Interpolated Rate" means, at any time, for any Interest Period, the rate per annum (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBO Screen Rate for the longest period for which the LIBO Screen Rate is available for Dollars) that is shorter than the Impacted Interest Period; and (b) the LIBO Screen Rate for the shortest period (for which that LIBO Screen Rate is available for Dollars) that exceeds the Impacted Interest Period, in each case, at such time.~~

"Investment" shall mean (a) the acquisition (whether for cash, property, services, assumption of Indebtedness, securities or otherwise) of shares of Equity Interest, other ownership interests or other securities of any Person or bonds, notes, debentures or all or substantially all of the assets of any Person (including pursuant to any merger with, or as a Division Successor pursuant to the Division of, any Person that was not a wholly-owned Subsidiary prior to such merger or Division), (b) any deposit with, or advance, loan or other extension of credit to, any Person (other than deposits made in the ordinary course of business) or (c) any other capital contribution to or investment in any Person, including, without limitation, any Guaranty Obligation (including any support for a letter of credit issued on behalf of such Person) incurred for the benefit of such Person.

"Issuing Lender" shall mean, with respect to Letters of Credit, (a) each of ~~JPMCB~~ Bank of America, N.A., JPMorgan Chase Bank, N.A. (including in its capacity as issuing lender under any Existing Letter of Credit), ~~Wells Fargo Bank, National Association (including in its capacity as issuing lender under any Existing Letter of Credit), Bank of America, N.A.,~~ MUFG Bank, Ltd., ~~SunTrust Bank,~~ Mizuho Bank, Ltd., Fifth Third Bank, ~~BBVA Compass~~National Association, and PNC Bank, National Association together with any successor thereto and (b) each Successor Issuing Lender.

"Issuing Lender Fees" shall have the meaning set forth in Section 2.5(c).

"Issuing Lender Sublimit" shall mean, (a) with respect to each Issuing Lender as of the Amendment No. ~~2~~4 Effective Date, the LOC Committed Amount ~~multiplied by 11.1111111%,~~equal to $6,250,000, as such amount may be modified pursuant to a Successor Issuing Lender Agreement and (b) with respect to any Successor Issuing Lender, such amount as specified in the applicable Successor Issuing Lender Agreement.

"Joinder Agreement" shall mean a Joinder Agreement in substantially the form of Exhibit 1.1(c), executed and delivered by an Additional Credit Party in accordance with the provisions of Section 5.10.

"Joint Commission" shall mean the Joint Commission (formerly known as the Joint Commission on Accreditation of Healthcare Organizations).

~~"JPMCB" shall mean JPMorgan Chase Bank, N.A., together with its successors and/or assigns.~~

~~"JPMS" shall mean J. P. Morgan Securities LLC, together with its successors and/or assigns.~~

"Lender" shall mean any of the several banks and other financial institutions as are, or may from time to time become parties to this Agreement; provided that notwithstanding the foregoing, "Lender" shall not include any Credit Party or any of the Credit Party's Affiliates or Subsidiaries.

"Lender Consent" shall mean any lender consent delivered by a Lender on the Closing Date in the form of Exhibit 4.1(a).

"Lending Office" means, as to any Lender, such office or offices of such Lender described in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent, which office may include any Affiliate of such Lender or any domestic or foreign branch of such Lender or such Affiliate. Unless the context otherwise requires, each reference to a Lender shall include its applicable Lending Office.

"Letter of Credit" shall mean (a) any standby letter of credit issued by any Issuing Lender pursuant to the terms hereof, as such letter of credit may be amended, modified, restated, extended, renewed, increased, replaced or supplemented from time to time and (b) any Existing Letter of Credit, in each case as such letter of credit may be amended, modified, extended, renewed or replaced from time to time. A Letter of Credit may be a commercial letter of credit or a standby letter of credit.

"Letter of Credit Facing Fee" shall have the meaning set forth in Section 2.5(c).

"Letter of Credit Fee" shall have the meaning set forth in Section 2.5(b).

~~"LIBO Screen Rate" shall have the meaning assigned to such term in the definition of LIBOR.~~

~~"LIBOR" shall mean, for any LIBOR Rate Loan for any Interest Period therefor, the rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) appearing on pages LIBOR01 or LIBOR02 of the Reuters screen (or any successor page) as the London interbank offered rate as administered by ICE Benchmark Association (or any other Person that takes over the administration of such rate) for deposits in Dollars at approximately 11:00 a.m. (London time) two (2) Business Days prior to the first day of such Interest Period for a term comparable to such Interest Period; provided that if the rate per annum appearing on pages LIBOR01 or LIBOR02 of the Reuters screen (or any successor page) shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement (such London interbank offered rate, the "LIBO Screen Rate"). If for any reason such LIBO Screen Rate is not available at such time for such Interest Period (an "Impacted Interest Period"), then "LIBOR" for such Impacted Interest Period shall mean the Interpolated Rate.~~

~~"LIBOR Lending Office" shall mean, initially, the office(s) of each Lender designated as such Lender's LIBOR Lending Office in such Lender's Administrative Questionnaire; and thereafter, such other office of such Lender as such Lender may from time to time specify to the Administrative Agent and the Borrower as the office of such Lender at which the LIBOR Rate Loans of such Lender are to be made.~~

~~"LIBOR Rate" shall mean, for any Interest Period, a rate per annum (rounded upwards, if necessary, to the next higher 1/100th of 1%) determined by the Administrative Agent pursuant to the following formula:~~

~~LIBOR Rate = LIBOR~~

~~1.0 minus the Eurodollar Reserve Percentage~~

~~"LIBOR Rate Loan" shall mean Loans the rate of interest applicable to which is based on the LIBOR Rate.~~

~~"LIBOR Tranche" shall mean the collective reference to LIBOR Rate Loans whose Interest Periods begin and end on the same day.~~

"Lien" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, (a) any conditional sale or other title retention agreement and any Capital Lease having substantially the same economic effect as any of the foregoing and (b) the filing of, or the agreement to give, any UCC financing statement).

"LLC" means any Person that is a limited liability company under the laws of its jurisdiction of formation.

"Loan" or "Loans" shall mean a Revolving Loan, a Term Loan and/or an Incremental Loan, as appropriate.

"LOC Commitment" shall mean (a) with respect to each Issuing Lender's commitment to issue Letters of Credit, such Issuing Lender's Issuing Lender Sublimit and (b) with respect to each Revolving Lender, the commitment of such Revolving Lender to purchase Participation Interests in the Letters of Credit up to such Revolving Lender's Revolving Commitment Percentage of the LOC Committed Amount.

"LOC Committed Amount" shall have the meaning set forth in Section 2.3(a).

"LOC Documents" shall mean, with respect to each Letter of Credit, such Letter of Credit, any amendments thereto, any documents delivered in connection therewith, any application therefor, and any agreements, instruments, guarantees or other documents (whether general in application or applicable only to such Letter of Credit) governing or providing for (a) the rights and obligations of the parties concerned or (b) any collateral for such obligations.

"LOC Obligations" shall mean, at any time, the sum of (a) the maximum amount which is, or at any time thereafter may become, available to be drawn under Letters of Credit then outstanding, assuming compliance with all requirements for drawings referred to in such Letters of Credit plus (b) the aggregate amount of all drawings under Letters of Credit honored by the Issuing Lenders but not theretofore reimbursed. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.6. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"Management Agreement" shall mean each agreement pursuant to which a Manager agrees to provide certain administrative services to a Practice.

"Manager" shall mean, with respect to any particular Management Agreement, the Borrower or its applicable Subsidiary that is a party to such Management Agreement as the administrative manager of the relevant medical practice or practices.

"Mandatory LOC Borrowing" shall have the meaning set forth in Section 2.3(e).

"Material Adverse Effect" shall mean a material adverse effect on (a) the business, operations, property, assets or financial condition of the Credit Parties and their Subsidiaries taken as a whole, (b) the ability of the Credit Parties and their Subsidiaries taken as a whole to perform their obligations, when such obligations are required to be performed, under this Agreement, any of the Notes or any other Credit Document or (c) the validity or enforceability of this Agreement, any of the Notes, any Joinder Agreement, any of the Letters of Credit, the LOC Documents or the Security Documents (if any) or the rights or remedies of the Administrative Agent or the Lenders hereunder or thereunder. The inclusion of any dollar amount threshold in any representation, warranty, covenant, notice provision, Default or Event of Default or any other provision of this Agreement shall not be deemed to constitute a mutual agreement as to a standard that is determinative of whether a Material Adverse Effect exists or may exist.

"Material Contract" shall mean (a) any Management Agreement and any Restrictive Agreement and (b) any other contract, agreement, permit or license, written or oral, of the Credit Parties or any of their Subsidiaries as to which the breach, nonperformance, cancellation or failure to renew by any party thereto, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

"Material Domestic Subsidiary" shall mean any Domestic Subsidiary of the Borrower that, together with its Subsidiaries, (a) generated more than 10% of the net revenues (whether denominated in the financial statements of the Credit Parties as net patient service revenues or similar nomenclature) of the Credit Parties on a Consolidated basis for the four (4) fiscal quarter period most recently ended or (b) owns more than 10% of the Consolidated Assets as of the last day of the most recently ended fiscal quarter of the Borrower; provided, however, that if at any time there are Domestic Subsidiaries which are not classified as "Material Domestic Subsidiaries" but which collectively (i) generated more than 20% of the net revenues (whether denominated in the financial statements of the Credit Parties as net patient service revenues or similar nomenclature) of the Credit Parties on a Consolidated basis for the four (4) fiscal quarters most recently ended or (ii) own more than 20% of the Consolidated Assets as of the last day of the most recently ended fiscal quarter of the Borrower, then the Borrower shall promptly, and in any event within thirty (30) days after the financial statements for such fiscal quarter become available, designate one or more of such Domestic Subsidiaries as Material Domestic Subsidiaries and cause any such Domestic Subsidiaries to comply with the provisions of Section 5.10 such that, after such Domestic Subsidiaries become Guarantors hereunder, the Domestic Subsidiaries that are not Guarantors shall (iii) generate less than 20% of the net revenues (whether denominated in the financial statements of the Credit Parties as net patient service revenues or similar nomenclature) of the Credit Parties and (iv) own less than 20% of the Consolidated Assets. For purposes of determining whether or not any newly formed or acquired Subsidiary is a "Material Domestic Subsidiary," the foregoing calculations shall be performed at the time of such acquisition or formation (including any asset contributions made to such Subsidiary concurrently with such acquisition or formation) giving effect to such acquisition or formation (including any asset contributions made to such Subsidiary concurrently with such acquisition or formation) on a Pro Forma Basis as of the last day of the most recently ended fiscal quarter of the Borrower. It is understood and agreed that in no event shall PMG be considered a Material Domestic Subsidiary.

"Materials of Environmental Concern" shall mean any gasoline or petroleum (including crude oil or any extraction thereof) or petroleum products or any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including, without limitation, asbestos, perchlorate, polychlorinated biphenyls and urea-formaldehyde insulation.

"Maturity Date" shall mean ~~March 28, 2024~~February 11, 2027; provided, however, if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day.

"Medicaid" means the medical assistance programs administered by state agencies and approved by CMS pursuant to the terms of Title XIX of the Social Security Act, codified at 42 U.S.C. 1396 *et seq*.

"Medicare" means the program of health benefits for the aged and disabled administered by CMS pursuant to the terms of Title XVIII of the Social Security Act, codified at 42 U.S.C. 1395 *et seq*.

"Moody's" shall mean Moody's Investors Service, Inc.

"Multiemployer Plan" shall mean a Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Non-Consenting Lender" shall mean any Lender (other than ~~JPMCB~~Bank of America) that does not approve any consent, waiver or amendment that has been obtained as to one or more Lenders and that is not effective with respect to an affected Lender not approving such consent, waiver or amendment in accordance with the terms of Section 9.1.

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

"Note" or "Notes" shall mean the Revolving Notes, collectively or individually, as appropriate.

"Notice" shall have the meaning set forth in Section 9.9(b).

"Notice of Borrowing" shall mean a request for a Revolving Loan borrowing pursuant to Section 2.1(b)(i).~~.~~ A Form of Notice of Borrowing is attached as Exhibit 1.1(d) or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower.

"Notice of Conversion/Extension" shall mean the written notice of conversion of a ~~LIBOR Rate~~Term SOFR Loan to an Alternate Base Rate Loan or an Alternate Base Rate Loan to a ~~LIBOR Rate~~Term SOFR Loan, or extension of a ~~LIBOR Rate~~Term SOFR Loan, in each case substantially in the form of Exhibit 1.1(e) or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower.

"Notice of Loan Prepayment" means a notice of prepayment with respect to a Loan, which shall be substantially in the form of Exhibit 1.1(f) or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer.

"Obligations" shall mean, collectively, all of the obligations, Indebtedness and liabilities of the Credit Parties to the Lenders (including the Issuing Lenders) and the Administrative Agent, whenever arising, under this Agreement, the Notes or any of the other Credit Documents, including principal, interest, fees, costs, charges, expenses, professional fees, reimbursements, all sums chargeable to the Credit Parties or for which any Credit Party is liable as an indemnitor and whether or not evidenced by a note or other instrument and indemnification obligations and other amounts (including, but not limited to, any interest accruing after the occurrence of a filing of a petition of bankruptcy under the Bankruptcy Code with respect to any Credit Party, regardless of whether such interest is an allowed claim under the Bankruptcy Code).

Obligations with respect to any Guarantor shall in no event include any Excluded Swap Obligations of such Guarantor.

"Operating Lease" shall mean, as to any Person as determined in accordance with GAAP, any lease of property (whether real, personal or mixed) by such Person as lessee which is not a Capital Lease, or which is classified as an operating lease under the definition of "Capital Lease."

"Other Taxes" shall mean all present or future stamp or documentary Taxes or any other excise or property Taxes, charges or similar levies arising from any payment made hereunder or under any other Credit Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Credit Document.

"Participant" shall have the meaning assigned to such term in Section 9.6(d).

"Participant Register" shall have the meaning assigned to such term in Section 9.6(d).

"Participation Interest" shall mean a participation interest purchased by a Revolving Lender in LOC Obligations as provided in Section 2.3(c).

"Patent Licenses" shall mean any agreement, whether written or oral, providing for the grant by or to a Person of any right to manufacture, use or sell any invention covered by a Patent.

"Patents" shall mean (a) all letters patent of the United States or any other country, now existing or hereafter arising, and all improvement patents, reissues, reexaminations, patents of additions, renewals and extensions thereof and (b) all applications for letters patent of the United States or any other country and all provisionals, divisions, continuations and continuations-in-part and substitutes thereof.

"Patriot Act" shall mean Title III of The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

"PBGC" shall mean the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA.

"Permitted Acquisition" shall mean an acquisition (other than a Division) or any series of related acquisitions by a Credit Party of (a) all or substantially all of the assets or a majority of the outstanding Voting Stock or economic interests of a Person that is incorporated, formed or organized in the United States, (b) a Person that is incorporated, formed or organized in the United States by a merger, amalgamation or consolidation or any other combination with such Person or (c) any division, line of business or other business unit of a Person that is incorporated, formed or organized in the United States (such Person or such division, line of business or other business unit of such Person shall be referred to herein as the "Target"), in each case that is a type of business (or assets used in a type of business) permitted to be engaged in by the Credit Parties and their Subsidiaries pursuant to Section 6.3, in each case so long as:

(i) no Default or Event of Default shall then exist or would exist after giving effect thereto;

(ii) the Credit Parties shall have furnished to the Administrative Agent within fifteen (15) Business Days after the consummation of such acquisition (A) Consolidated pro forma financial statements of the Borrower (giving pro forma effect to all acquisitions made during the previous four fiscal quarter period as if they had occurred on the first day of such period) as of the most recent date that financial statements have been furnished pursuant to Section 5.1(a) or (b)

demonstrating that, after giving effect to the acquisition on a Pro Forma Basis, the Credit Parties are in compliance with each of the financial covenants set forth in Section 5.9 (provided that for purposes of this clause (ii) the applicable Consolidated Net Leverage Ratio shall be 4.50 to 1.00 for any fiscal quarter) and (B) a certificate substantially in the form of Exhibit 1.1(~~f~~g) executed by a Responsible Officer of the Borrower certifying that such Permitted Acquisition complies with the requirements of this Agreement;

(iii) the Target, if a Person, shall have executed a Joinder Agreement to the extent required by the terms of Section 5.10 within the applicable time period specified in Section 5.10; and

(iv) the Target does not oppose such acquisition (other than in the case of an acquisition pursuant to a Holder Purchase Grant).

"Permitted Investments" shall mean:

(a) cash and Cash Equivalents;

(b) Investments existing as of ~~the Closing~~Amendment No. 4 Effective Date as set forth on Schedule 1.1(a), and any renewals, refinancings or extensions thereof in a principal amount not in excess of that outstanding as of the date of such renewal, refinancing or extension;

(c) receivables owing to the Credit Parties or any of their Subsidiaries or any receivables and advances to suppliers, in each case if created, acquired or made in the ordinary course of business and payable or dischargeable in accordance with customary trade terms;

(d) Investments in and loans to any Credit Party;

(e) Investments in and loans to Subsidiaries of Credit Parties (other than Credit Parties) and Permitted JV Investments in an aggregate amount not to exceed at any one time 15% of Consolidated total shareholders' equity as determined in accordance with GAAP and as set forth on the then most recent Consolidated balance sheet of the Borrower and its Consolidated Subsidiaries furnished to the Administrative Agent pursuant to Section 5.1 (for the avoidance of doubt, the calculation of the aggregate amount of all Permitted JV Investments shall not include any accretion (or reduction) for equity in income (loss) in any Permitted JV to the extent the financial results of such Permitted JV are not Consolidated with the financial results of the Borrower and its Subsidiaries except to the extent of dividends or distributions received in cash or Cash Equivalents from a Permitted JV by a Credit Party or Subsidiary (other than another Permitted JV));

(f) loans and advances to employees; provided that such loans and advances shall comply with all Requirements of Law (including Sarbanes-Oxley);

(g) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of suppliers and customers and in settlement of delinquent obligations of, and other disputes with, customers and suppliers arising in the ordinary course of business;

(h) Investments, acquisitions or transactions permitted under Section 6.4(a)(xiii) or Section 6.4(b) and Guaranty Obligations permitted under Section 6.1;

(i) Permitted Acquisitions;

(j) Hedging Agreements to the extent permitted hereunder;

(k) Investments by PMG in accordance with applicable law and past practices; and

(l) Investments in PMG (in addition to Investments in PMG outstanding on the ~~Closing~~Amendment No. 4 Effective Date and set forth on Schedule 1.1(a)) in an aggregate principal amount outstanding at any time not to exceed the greater of (i) $~~500,000,000~~265,000,000 and (ii) 10.0% of Consolidated Total Assets at such time; and

(m) additional loans, advances and/or Investments of a nature not contemplated by the foregoing clauses hereof so long as after giving effect to each such additional loans, advances and/or Investments on a Pro Forma Basis the Consolidated Net Leverage Ratio of the Credit Parties would be in compliance with Section 5.9(a) (provided that for purposes of this clause (m) the applicable Consolidated Net Leverage Ratio shall be 4.50 to 1.00 for any fiscal quarter).

"Permitted JV" shall mean a Person that is (a) not a wholly-owned Subsidiary of the Borrower and (b) a type of business (or assets used in a type of business) permitted to be engaged in by the Credit Parties and their Subsidiaries pursuant to Section 6.3.

"Permitted JV Investment" shall mean an Investment after the Closing Date in a Permitted JV (other than an Investment pursuant to clause (b) of the definition of Permitted Investment) so long as no Default or Event of Default shall then exist or would exist after giving effect thereto.

"Permitted Liens" shall mean:

(a) Liens created by or otherwise existing under or in connection with this Agreement or the other Credit Documents in favor of the Administrative Agent on behalf of the Lenders;

(b) Liens in favor of a Bank Product Provider in connection with a Bank Product; provided that such Liens shall secure the Credit Party Obligations on a ratable and pari passu basis;

(c) Liens securing purchase money Indebtedness and Capital Lease Obligations (and refinancings thereof) to the extent permitted under Section 6.1(c); provided, that (i) any such Lien attaches to such property concurrently with or within thirty (30) days after the acquisition thereof and (ii) such Lien attaches solely to the property so acquired in such transaction;

(d) Liens for taxes, assessments, charges or other governmental levies not yet due or as to which the period of grace (not to exceed sixty (60) days), if any, related thereto has not expired or which are being contested in good faith by appropriate proceedings; provided that adequate reserves with respect thereto are maintained on the books of any Credit Party or its Subsidiaries, as the case may be, in conformity with GAAP;

(e) statutory Liens such as carriers', warehousemen's, mechanics', materialmen's, landlords', repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than one hundred twenty (120) days or which are being contested in good faith by appropriate proceedings;

(f) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation (other than any Lien imposed by ERISA) and deposits securing liability to insurance carriers under insurance or self-insurance arrangements in accordance with historical practice and in the ordinary course of business;

(g) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(h) easements, rights of way, restrictions and other similar encumbrances affecting real property which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

(i) Liens existing on the ~~Closing~~Amendment No. 4 Effective Date and set forth on Schedule 1.1(b); provided that (i) no such Lien shall at any time be extended to cover property or assets other than the property or assets subject thereto on the ~~Closing~~Amendment No. 4 Effective Date and subsequent improvements thereon, (ii) the principal amount of the Indebtedness secured by such Lien shall not be extended, renewed, refunded or refinanced except as permitted by Section 6.1(b) and (iii) the direct or any contingent obligor with respect thereto is not changed;

(j) any extension, renewal or replacement (or successive extensions, renewals or replacements), in whole or in part, of any Lien referred to in this definition (other than Liens set forth on Schedule 1.1(b)); provided that such extension, renewal or replacement Lien shall be limited to all or a part of the property which secured the Lien so extended, renewed or replaced (plus subsequent improvements on such property);

(k) Liens arising in the ordinary course of business by virtue of any contractual, statutory or common law provision relating to (i) landlord's Liens arising under leases of real property in the ordinary course of business and (ii) banker's Liens, rights of set-off or similar rights and remedies covering deposit or securities accounts (including funds or other assets credited thereto) or other funds maintained with a depository institution or securities intermediary;

(l) any zoning, building or similar laws or rights reserved to or vested in any Governmental Authority;

(m) restrictions on transfers of securities imposed by applicable Securities Laws or laws governing the practice of medicine;

(n) Liens arising out of judgments or awards not resulting in an Event of Default; provided that the applicable Credit Party or Subsidiary shall in good faith be prosecuting an appeal or proceedings for review;

(o) Liens on the property of a Person existing at the time such Person becomes a Subsidiary of a Credit Party in a transaction permitted hereunder securing Indebtedness in an aggregate principal amount not to exceed the greater of (i) $~~85,000,000~~55,000,000 and (ii) 2.0% of Consolidated Total Assets at such time, for all such Persons; provided, however, that any such Lien may not extend to any other property of any Credit Party or any other Subsidiary that is not a Subsidiary of such Person; provided, further, that any such Lien was not created in anticipation of or in connection with the transaction or series of transactions pursuant to which such Person became a Subsidiary of a Credit Party;

(p) any interest or title of a lessor, licensor or sublessor under any lease, license or sublease entered into by any Credit Party or any Subsidiary thereof in the ordinary course of its business and covering only the assets so leased, licensed or subleased;

(q) assignments of insurance or condemnation proceeds provided to landlords (or their mortgagees) pursuant to the terms of any lease and Liens or rights reserved in any lease for rent or for compliance with the terms of such lease;

(r) Liens arising under Restrictive Agreements;

(s) Liens to the extent arising out of judgments, orders, attachments, decrees or awards not resulting in an Event of Default; and

(t) additional Liens so long as the aggregate principal amount of Indebtedness secured thereby at any time does not exceed the greater of (i) $~~170,000,000~~95,000,000 and (ii) 3.5% of Consolidated Total Assets at such time.

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

"Plan" shall mean, as of any date of determination, any employee benefit plan which is covered by Title IV of ERISA and in respect of which any Credit Party or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Platform" shall have the meaning set forth in Section ~~9.2(d)(i~~5.12(a).

"PMG" means PMG Indemnity Ltd., a corporation organized under the laws of Grand Cayman, British West Indies, and a Subsidiary of the Borrower.

"Practice" shall mean that Person party to any Management Agreement that is not the Manager under such Management Agreement and that engages in the practice of providing medical services or of owning the Equity Interests of other Persons engaged in the practice of medical services.

"Primary Syndication" shall mean any assignments by the Administrative Agent in order to effectuate the initial post-closing syndication made on or prior to the earlier of (a) the date that is ninety (90) days after the Closing Date and (b) the completion of all assignments relating to the completion of a successful syndication.

~~"Prime Rate" means the rate of interest per annum publicly announced from time to time by JPMCB as its prime rate in effect at its office located at 270 Park Avenue, New York, New York, or any successor office announced by JPMCB; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.~~

"Private Payor" means any insurance company, health maintenance organization, preferred provider organization or similar entity that is obligated to make payments for goods or services provided to a patient, but shall not include a Government Reimbursement Program.

"Private Payor Arrangement" means a written agreement or arrangement with a Private Payor pursuant to which the Private Payor pays all or a portion of the charges of any Credit Party for providing goods and services to a patient.

"Pro Forma Basis" shall mean, with respect to any transaction, that such transaction shall be deemed to have occurred as of the first day of the four-quarter period ending as of the Borrower's most recent fiscal quarter end preceding the date of such transaction.

"Properties" shall have the meaning set forth in Section 3.10(a).

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

"Public Lender" shall have the meaning set forth in Section 5.12(a).

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

"QFC Credit Support" shall have the meaning assigned to it in Section 9.29.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Credit Party that has total assets exceeding $10,000,000 at the time the relevant Guaranty or grant of the relevant security interest becomes or would become effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

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

"Recovery Event" shall mean the receipt by any Credit Party or its Subsidiaries of any cash insurance proceeds or condemnation award payable by reason of theft, loss, physical destruction or damage, taking or similar event with respect to any of their respective property or assets.

"Register" shall have the meaning set forth in Section 9.6(c).

"Reimbursement Obligation" shall mean the obligation of the Borrower to reimburse the Issuing Lenders pursuant to Section 2.3(d) for amounts drawn under Letters of Credit.

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

"Reorganization" shall mean, with respect to any Multiemployer Plan, the condition that such Plan is in reorganization within the meaning of such term as used in Section 4241 of ERISA.

"Reportable Event" shall mean any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the thirty-day notice period is waived under PBGC Reg. §4043.

"Required Facility Lenders" shall mean, as of any date of determination, either (as the context may require) (a) Term Loan Lenders holding more than 50% of the outstanding principal amount of the Term Loans under the Term Loan Facility, (b) Revolving Lenders holding ~~at least a majority~~more than 50% of the outstanding Revolving Commitments and if the Revolving Commitments have been terminated, the outstanding principal amount of the Revolving Loans and Participation Interests, under the Revolving Facility, or (~~b~~c) Incremental Lenders holding ~~at least a majority~~more than 50% of the outstanding principal amount of the Loans and/or Commitments under an Incremental Facility; provided, however, that if any Lender shall be a Defaulting Lender at such time, then there shall be excluded from the determination of Required Facility Lenders, Obligations (including Participation Interests) owing to such Defaulting Lender and such Defaulting Lender's Commitments.

"Required Lenders" shall mean, as of any date of determination, Lenders holding ~~at least a majority~~more than 50% of (a) the outstanding Commitments and Loans or (b) to the extent Commitments have been terminated, the outstanding principal amount of the Loans and Participation Interests; provided, however, that if any Lender shall be a Defaulting Lender at such time, then there shall be excluded from the determination of Required Lenders, Obligations (including Participation Interests) owing to such Defaulting Lender and such Defaulting Lender's Commitments.

"Requirement of Law" shall mean, as to any Person, (a) all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes, executive orders, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority (in each case whether or not having the force of law) and (b) all Healthcare Laws; in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Rescindable Amount" shall have the meaning set forth in Section 2.24(b).

"Responsible Officer" ~~shall mean, for any Credit Party, any duly authorized officer or authorized signatory thereof and as to whom the Administrative Agent has received an incumbency certificate that has not been terminated or revoked indicating such officer or authorized signatory is a duly authorized officer thereof.~~ means the chief executive officer, president, chief financial officer, treasurer, assistant treasurer or controller of a Credit Party, and solely for purposes of the delivery of incumbency certificates pursuant to Section 4.1, the secretary or any assistant secretary of a Credit Party and, solely for purposes of notices given pursuant to Article II, any other officer or employee of the applicable Credit Party so designated by any of the foregoing officers in a notice to the Administrative Agent or any other officer or employee of the applicable Credit Party designated in or pursuant to an agreement between the applicable Credit Party and the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of a Credit Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Credit Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Credit Party.

"Restricted Payment" shall mean (a) any dividend or other distribution, direct or indirect, on account of any shares (or equivalent) of any class of Equity Interest of any Credit Party or any of its Subsidiaries, now or hereafter outstanding, (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares (or equivalent) of any class of Equity Interest of any Credit Party or any of its Subsidiaries, now or hereafter outstanding, (c) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of Equity Interest of any Credit Party or any of its Subsidiaries, now or hereafter outstanding, (d) any payment with respect to any earnout obligation, (e) any payment or prepayment of principal of, premium, if any, or interest on, redemption, purchase, retirement, defeasance, sinking fund or similar payment with respect to, any Subordinated Debt of any Credit Party or any of its Subsidiaries, (f) the payment by any Credit Party or any of its Subsidiaries of any management, advisory or consulting fee to any Person (other than such fees incurred in the ordinary course of business) or (g) the payment of any extraordinary salary, bonus or other form of compensation for services to any Person who is directly or indirectly a significant partner, shareholder, owner or executive officer of any such Person, to the extent such extraordinary salary, bonus or other form of compensation is not or would not be an expense reflected on such Person's financial statements in accordance with GAAP.

"Restrictive Agreement" shall have the meaning set forth in Section 9.23(a).

"Revolving Commitment" shall mean, with respect to each Revolving Lender, the commitment of such Revolving Lender to make Revolving Loans in an aggregate principal amount at any time outstanding up to an amount equal to such Revolving Lender's Revolving Commitment Percentage of the Revolving Committed Amount.

"Revolving Commitment Percentage" shall mean for each Revolving Lender, the percentage identified as its Revolving Commitment Percentage on Schedule 2.1(a) or in the Assignment and Assumption pursuant to which such Revolving Lender became a Revolving Lender hereunder, as such percentage may be modified after the Amendment No. ~~2~~4 Effective Date in accordance with the provisions of this Credit Agreement.

"Revolving Committed Amount" shall have the meaning set forth in Section 2.1(a).

"Revolving Facility" shall have the meaning set forth in Section 2.1(a).

"Revolving Lender" shall mean, as of any date of determination, a Lender holding a Revolving Commitment, a Revolving Loan or a Participation Interest on such date.

"Revolving Loans" shall have the meaning set forth in Section 2.1(a).

"Revolving Note" or "Revolving Notes" shall mean the promissory notes of the Borrower provided pursuant to Section 2.1(e) in favor of any of the Revolving Lenders evidencing the Revolving Loan provided by any such Revolving Lender pursuant to Section 2.1(a), individually or collectively, as appropriate, as such promissory notes may be amended, modified, extended, restated, replaced, or supplemented from time to time.

"S&P" shall mean Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc.

"Sale and Leaseback Transaction" shall mean any arrangement pursuant to which any Credit Party or Subsidiary, directly or indirectly, becomes liable as lessee, guarantor or other surety with respect to any lease, whether an Operating Lease or a Capital Lease, of any property or assets (a) which a Credit Party or Subsidiary has sold or transferred (or is to sell or transfer) to a Person which is not a Credit Party or Subsidiary or (b) which such Credit Party or Subsidiary intends to use for substantially the same purpose as any other property or assets which have been sold or transferred (or is to be sold or transferred) by a Credit Party or Subsidiary to another Person which is not a Credit Party or Subsidiary in connection with such lease.

"Sanctioned Country" means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, Cuba, Iran, North Korea, Sudan, Syria and Crimea).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union or any EU member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, (b) the

government of Canada or (c) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom

"Sarbanes-Oxley" shall mean the Sarbanes-Oxley Act of 2002.

"Scheduled Unavailability Date" shall have the meaning assigned to such term in Section 2.23(b)(ii).

"SEC" shall mean the Securities and Exchange Commission or any successor Governmental Authority.

"Securities Act" shall mean the Securities Act of 1933, together with any amendment thereto or replacement thereof and any rules or regulations promulgated thereunder.

"Securities Laws" shall mean the Securities Act, the Exchange Act, Sarbanes-Oxley and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the Public Company Accounting Oversight Board, as each of the foregoing may be amended and in effect on any applicable date hereunder.

"Security Documents" shall mean the Collateral Agreement and each of the security agreements, pledge agreements and other instruments and documents executed and delivered pursuant to the occurrence of the Collateral Event or pursuant to Section 5.13.

"Single Employer Plan" shall mean any Plan that is not a Multiemployer Plan.

"SOFR" means the Secured Overnight Financing Rate as administered by the Federal Reserve Bank of New York (or a successor administrator).

"SOFR Adjustment" means, (x) with respect to Daily Simple SOFR, 0.10% (10 basis points); and (y) with respect to Term SOFR, (i) 0.10% (10 basis points) for an Interest Period of one-month's duration, (ii) 0.15% (15 basis points) for an Interest Period of three-month's duration, and (iii) 0.25% (25 basis points) for an interest period of six-months' duration.

"Subordinated Debt" shall mean any Indebtedness incurred by any Credit Party which by its terms is specifically subordinated in right of payment to the prior payment of the Credit Party Obligations and contains subordination and other terms acceptable to the Administrative Agent.

"Subsidiary" shall mean, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, limited liability company, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person; provided, that notwithstanding the foregoing, each Practice and each of its Subsidiaries shall constitute a Subsidiary of the Borrower for the purposes of the Credit Documents. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Successor Issuing Lender" shall have the meaning set forth in Section 2.3(~~f~~k).

"Successor Issuing Lender Agreement" shall have the meaning set forth in Section 2.3(~~f~~k).

"Supported QFC" shall have the meaning assigned to it in Section 9.29.

"Successor Rate" shall have the meaning assigned to such term in Section 2.23.

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

"Target" shall have the meaning set forth in the definition of "Permitted Acquisition."

"Taxes" shall mean all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees and other like charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Loan" shall have the meaning set forth in Section 2.2(a).

"Term Loan Commitment" shall mean, with respect to each Term Loan Lender, the commitment of such Term Loan Lender to make its portion of the Term Loan in a principal amount equal to such Term Loan Lender's Term Loan Commitment Percentage of the Term Loan Committed Amount.

"Term Loan Commitment Percentage" shall mean for each Term Loan Lender, the percentage identified as its Term Loan Commitment Percentage on Schedule 2.1(a) or in the Assignment and Assumption pursuant to which such Term Loan Lender became a Term Loan Lender hereunder, as such percentage may be modified after the Amendment No. 4 Effective Date in accordance with the provisions of this Credit Agreement.

"Term Loan Committed Amount" shall have the meaning set in Section 2.2(a).

"Term Loan Facility" shall have the meaning set in Section 2.2(a).

"Term Loan Lender" shall mean, as of any date of determination, any Lender that holds a portion of the outstanding Term Loan on such date.

"Term Loan Note" or "Term Loan Notes" shall mean the promissory notes of the Borrower in favor of each of the Term Loan Lenders evidencing the portion of the Term Loan provided pursuant to Section 2.22(d), individually or collectively, as appropriate, as such promissory notes may be amended, modified, restated, supplemented, extended, renewed or replaced from time to time.

"Term SOFR" means:

(a) for any Interest Period with respect to a Term SOFR Loan, the rate per annum equal to the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to the commencement of such Interest Period with a term equivalent to such Interest Period; provided that if the rate is not published prior to 11:00 a.m. on such determination date then Term SOFR means the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto, in each case, *plus* the SOFR Adjustment for such Interest Period; and

(b) for any interest calculation with respect to an Alternate Base Rate Loan on any date, the rate per annum equal to the Term SOFR Screen Rate with a term of one month commencing that day, *plus* the SOFR Adjustment for such Interest Period;

provided that if the Term SOFR determined in accordance with either of the foregoing provisions (a) or (b) of this definition would otherwise be less than zero, the Term SOFR shall be deemed zero for purposes of this Agreement.

"Term SOFR Loan" means a Loan that bears interest at a rate based on clause (a) of the definition of Term SOFR.

"Term SOFR Screen Rate" means the forward-looking SOFR term rate administered by CME (or any successor administrator satisfactory to the Administrative Agent) and published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time).

"Trademark License" shall mean any agreement, whether written or oral, providing for the grant by or to a Person of any right to use any Trademark.

"Trademarks" shall mean (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, elements of package or trade dress of goods or services, logos and other source or business identifiers, together with the goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and (b) all renewals thereof.

"Transactions" shall mean the closing of this Agreement (as amended by Amendment No. 4) and the other Credit Documents and the other transactions contemplated hereby to occur in connection with such closing (including, without limitation, the initial borrowings under the Credit Documents and the payment of fees and expenses in connection with all of the foregoing).

"Transfer Effective Date" shall have the meaning set forth in each Assignment and Assumption.

"Type" shall mean, as to any Loan, its nature as an Alternate Base Rate Loan or ~~LIBOR Rate~~Term SOFR Loan, as the case may be.

"UCC" shall mean the Uniform Commercial Code from time to time in effect in any applicable jurisdiction.

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

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

"United States" shall mean the United States of America and the states, territories and possessions thereof, including, without limitation, Puerto Rico.

"Unused Commitment Fee" shall have the meaning set forth in Section 2.5(a).

"U.S. Government Securities Business Day" means any Business Day, except any Business Day on which any of the Securities Industry and Financial Markets Association, the New York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of New York, as applicable.

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

"U.S. Special Resolution Regime" shall have the meaning provided in Section 9.29.

"Voting Stock" shall mean, with respect to any Person, Equity Interest issued by such Person the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even though the right so to vote may be or have been suspended by the happening of such a contingency.

"Works" shall mean all works which are subject to copyright protection pursuant to Title 17 of the United States Code.

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

Section 1.2 Other Definitional Provisions.

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, amended and restated or otherwise modified (subject to any restrictions on such amendments, 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 of this Agreement, (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, (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights and (g) all terms defined in this Agreement shall have the defined meanings when used in any other Credit Document or any certificate or other document made or delivered pursuant hereto. The phrase, "to the actual knowledge," "to the best knowledge," "to the knowledge" or similar uses of "knowledge" of a Responsible Officer of the Borrower or other specified Credit Party with respect to any statement made herein means that no information that would give such

Responsible Officer current actual knowledge of the inaccuracy of such statement has come to the attention of such Responsible Officer, nor, except as otherwise expressly indicated, that such Responsible Officer has undertaken any independent investigation to determine the accuracy of such statement other than due inquiry of other executive employees of such Credit Party who have management responsibilities with respect to the subject matter of such statement in the ordinary course of such employees' duties.

Section 1.3 Accounting Terms.

Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared in accordance with GAAP applied on a basis consistent with the most recent audited Consolidated financial statements of the Borrower delivered to the Lenders. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Credit Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided, that, until so amended, (a) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (b) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

The Borrower shall deliver to the Administrative Agent and each Lender at the same time as the delivery of any annual or quarterly financial statements given in accordance with the provisions of Section 5.1, (a) a description in reasonable detail of any material change in the application of accounting principles employed in the preparation of such financial statements from those applied in the most recently preceding quarterly or annual financial statements as to which no objection shall have been made in accordance with the provisions above and (b) a reasonable estimate of the effect on the financial statements on account of such changes in application.

Section 1.4 Time References.

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

Section 1.5 Execution of Documents.

Unless otherwise specified, all Credit Documents and all other certificates executed in connection therewith must be signed by a Responsible Officer.

Section 1.6 Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any LOC Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

Section 1.7 ~~LIBOR Notification~~Interest Rates. The ~~interest rate on LIBOR Rate Loans is determined by reference to the LIBOR Rate, which is derived from the London interbank offered rate. The London interbank offered rate is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market. In July 2017, the U.K.~~ ~~Financial~~

~~Conduct Authority announced that, after the end of 2021, it would no longer persuade or compel contributing banks to make rate submissions to the ICE Benchmark Administration (together with any successor to the ICE Benchmark Administrator, the "IBA") for purposes of the IBA setting the London interbank offered rate. As a result, it is possible that commencing in 2022, the London interbank offered rate may no longer be available or may no longer be deemed an appropriate reference rate upon which to determine the interest rate on LIBOR Rate Loans. In light of this eventuality, public and private sector industry initiatives are currently underway to identify new or alternative reference rates to be used in place of the London interbank offered rate. In the event that the London interbank offered rate is no longer available or in certain other circumstances as set forth in Section 2.13(b) of this Agreement, such Section 2.13(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent will notify the Borrower, pursuant to Section 2.13, in advance of any change to the reference rate upon which the interest rate on LIBOR Loans is based. However, the Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to the London interbank offered rate or other rates in the definition of "LIBOR Rate" or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate, as it may or may not be adjusted pursuant to Section 2.13(b), will be similar to, or produce the same value or economic equivalence of, the LIBOR Rate or have the same volume or liquidity as did the London interbank offered rate prior to its discontinuance or unavailability.~~ Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to any reference rate referred to herein or with respect to any rate (including, for the avoidance of doubt, the selection of such rate and any related spread or other adjustment) that is an alternative or replacement for or successor to any such rate (including, without limitation, any Successor Rate) (or any component of any of the foregoing) or the effect of any of the foregoing, or of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions or other activities that affect any reference rate referred to herein, or any alternative, successor or replacement rate (including, without limitation, any Successor Rate) (or any component of any of the foregoing) or any related spread or other adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any reference rate referred to herein or any alternative, successor or replacement rate (including, without limitation, any Successor Rate) (or any component of any of the foregoing), in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or other action or omission related to or affecting the selection, determination, or calculation of any rate (or component thereof) provided by any such information source or service.

Section 1.8 Divisions. For all purposes under the Credit Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its equity interests at such time.

ARTICLE II

THE LOANS; AMOUNT AND TERMS

Section 2.1 Revolving Loans.

(a) Revolving Commitment. During the Commitment Period, subject to the terms and conditions hereof, each Revolving Lender severally, but not jointly, shall make revolving credit loans in Dollars

("Revolving Loans") to the Borrower from time to time in an aggregate principal amount not at any time exceeding the total of Revolving Commitments of all the Lenders, which amount on the Amendment No. ~~2~~4 Effective Date shall equal **~~ONE BILLION TWO~~FOUR HUNDRED FIFTY MILLION DOLLARS (~~$1,200,000,000~~450,000,000)** (as increased from time to time as provided in Section 2.22 and as such aggregate maximum amount may be reduced from time to time as provided in Section 2.6, the "Revolving Committed Amount") for the purposes hereinafter set forth (the "Revolving Facility"); provided, however, ~~that from the Amendment No. 3 Effective Date through September 30, 2021, the aggregate amount of undrawn Revolving Commitments shall be at least $300,000,000 at all times; provided, further,~~ that (i) with regard to each Revolving Lender individually, the sum of such Revolving Lender's Revolving Commitment Percentage of the aggregate principal amount of outstanding Revolving Loans plus such Revolving Lender's Revolving Commitment Percentage of the outstanding principal amount of the LOC Obligations shall not exceed such Revolving Lender's Revolving Commitment and (ii) with regard to the Revolving Lenders collectively, the sum of the aggregate principal amount of outstanding Revolving Loans plus the aggregate principal amount of outstanding LOC Obligations shall not exceed the Revolving Committed Amount then in effect. Revolving Loans may consist of Alternate Base Rate Loans or ~~LIBOR Rate~~Term SOFR Loans, or a combination thereof, as the Borrower may request, and may be repaid and reborrowed in accordance with the provisions hereof; provided, however, the Revolving Loans made on the Closing Date or any of the three (3) Business Days following the Closing Date, may only consist of Alternate Base Rate Loans unless the Borrower delivers a funding indemnity letter, substantially in the form of Exhibit 2.1(a), reasonably acceptable to the Administrative Agent on or before the Closing Date, in which case ~~LIBOR Rate~~Term SOFR Loans are available to the Borrower. ~~LIBOR Rate Loans shall be made by each Revolving Lender at its LIBOR Lending Office and Alternate Base Rate Loans at its Domestic Lending Office.~~

(b) Revolving Loan Borrowings.

(i) Notice of Borrowing. The Borrower shall request a Revolving Loan borrowing by delivering a written Notice of Borrowing (or telephone notice promptly confirmed in writing by delivery of a written Notice of Borrowing, which delivery may be by fax) to the Administrative Agent not later than ~~2~~1:00 p.m. on the Business Day of the requested borrowing in the case of Alternate Base Rate Loans, and on the ~~third~~second Business Day prior to the date of the requested borrowing in the case of ~~LIBOR Rate~~Term SOFR Loans. Each such Notice of Borrowing shall be irrevocable and shall specify (A) that a Revolving Loan is requested, (B) the date of the requested borrowing (which shall be a Business Day), (C) the aggregate principal amount to be borrowed and (D) whether the borrowing shall be comprised of Alternate Base Rate Loans, ~~LIBOR Rate~~Term SOFR Loans or a combination thereof, and if ~~LIBOR Rate~~Term SOFR Loans are requested, the Interest Period(s) therefor. If the Borrower shall fail to specify in any such Notice of Borrowing (1) an applicable Interest Period in the case of a ~~LIBOR Rate~~Term SOFR Loan, then such notice shall be deemed to be a request for an Interest Period of one month, or (2) the Type of Revolving Loan requested, then such notice shall be deemed to be a request for an Alternate Base Rate Loan hereunder. The Administrative Agent shall give notice to each Revolving Lender promptly upon receipt of each Notice of Borrowing, the contents thereof and each such Revolving Lender's share thereof.

(ii) Minimum Amounts. Each Revolving Loan that is made as an Alternate Base Rate Loan shall be in a minimum aggregate amount of $1,000,000 and in integral multiples of $500,000 in excess thereof (or the remaining amount of the Revolving Committed Amount, if less). Each Revolving Loan that is made as a ~~LIBOR Rate~~Term SOFR Loan shall be in a minimum aggregate amount of $1,000,000 and in integral multiples of $500,000 in excess thereof (or the remaining amount of the Revolving Committed Amount, if less).

(iii) Advances. Each Revolving Lender will make its Revolving Commitment Percentage of each Revolving Loan borrowing available to the Administrative Agent for the

account of the Borrower at the office of the Administrative Agent specified in Section 9.2, or at such other office as the Administrative Agent may designate in writing, by 1:00 P.M. (or in the case of a borrowing of ~~Alternative~~Alternate Base Rate Loans by 3:00 P.M.) on the date specified in the applicable Notice of Borrowing, in Dollars and in funds immediately available to the Administrative Agent. Such borrowing will then be made available to the Borrower by the Administrative Agent by crediting the account of the Borrower on the books of such office (or such other account that the Borrower may designate in writing to the Administrative Agent) with the aggregate of the amounts made available to the Administrative Agent by the Revolving Lenders and in like funds as received by the Administrative Agent.

(c) Repayment. Subject to the terms of this Agreement, Revolving Loans may be borrowed, repaid and reborrowed during the Commitment Period. The principal amount of all Revolving Loans shall be due and payable in full on the Maturity Date, unless accelerated sooner pursuant to Section 7.2. The Borrower shall have the right to repay Revolving Loans in whole or in part from time to time in accordance with Section 2.7.

(d) Interest. Subject to the provisions of Section 2.8, Revolving Loans shall bear interest as follows:

(i) Alternate Base Rate Loans. During such periods as any Revolving Loans shall be composed of Alternate Base Rate Loans, each such Alternate Base Rate Loan shall bear interest at a per annum rate equal to the sum of the Alternate Base Rate plus the Applicable Margin; and

(ii) ~~LIBOR Rate~~Term SOFR Loans. During such periods as Revolving Loans shall be composed of ~~LIBOR Rate~~Term SOFR Loans, each such ~~LIBOR Rate~~Term SOFR Loan shall bear interest at a per annum rate equal to the sum of the ~~LIBOR Rate~~Term SOFR plus the Applicable Margin.

Interest on Revolving Loans shall be payable in arrears on each Interest Payment Date.

(e) Revolving Notes; Covenant to Pay. The Borrower's obligation to pay each Revolving Lender shall be evidenced by this Agreement and, upon such Revolving Lender's request, by a duly executed promissory note of the Borrower to such Revolving Lender in substantially the form of Exhibit 2.1(e). The Borrower covenants and agrees to pay the Revolving Loans in accordance with the terms of this Agreement.

Section 2.2 ~~[Reserved]~~Term Loans.

(a) Term Loan. On the Amendment No. 4 Effective Date, subject to the terms and conditions in the Agreement and in reliance upon the representations and warranties set forth herein, each Term Loan Lender severally agrees to make available to the Borrower such Term Loan Lender's Term Loan Commitment Percentage of a term loan in Dollars (the "Term Loan") in the aggregate principal Dollar Amount of **TWO HUNDRED FIFTY MILLION DOLLARS ($250,000,000)** (the "Term Loan Committed Amount") for the purposes hereinafter set forth (the "Term Loan Facility"), which Term Loan shall be incurred in a single draw on the Amendment No. 4 Effective Date. The Term Loan may consist of Alternate Base Rate Loans or Term SOFR Loans, or a combination thereof, as the Borrower may request; provided, however, the Term Loan may only consist of Alternate Base Rate Loans unless the Borrower delivers a funding indemnity letter, substantially in the form of Exhibit 2.1(a), reasonably acceptable to the Administrative Agent on or before the Amendment No. 4 Effective Date, in which case Term SOFR Loans shall be available to the Borrower. Amounts repaid or prepaid on the Term Loan may not be reborrowed.

(b) Repayment of Term Loan. The principal amount of the Term Loan shall be repaid in twenty (20) consecutive quarterly installments in the amounts as set forth below, unless accelerated sooner pursuant to Section 7.2:

Principal Amortization Payment Dates	Term Loan Principal Amortization Payments (in $)
June 30, 2022	$3,125,000
September 30, 2022	$3,125,000
December 31, 2022	$3,125,000
March 31, 2023	$3,125,000
June 30, 2023	$3,125,000
September 30, 2023	$3,125,000
December 31, 2023	$3,125,000
March 31, 2024	$3,125,000
June 30, 2024	$3,125,000
September 30, 2024	$3,125,000
December 31, 2024	$3,125,000
March 31, 2025	$4,687,500
June 30, 2025	$4,687,500
September 30, 2025	$4,687,500
December 31, 2025	$4,687,500
March 31, 2026	$6,250,000
June 30, 2026	$6,250,000
September 30, 2026	$6,250,000
December 31, 2026	$6,250,000
Maturity Date	Outstanding principal amount of the Term Loan

(c) Interest on the Term Loan. Subject to the provisions of Sections 2.8 and 2.10, the Term Loan shall bear interest as follows:

(i) Alternate Base Rate Loans. During such periods as the Term Loan shall be composed of Alternate Base Rate Loans, each such Alternate Base Rate Loan shall bear interest at a per annum rate equal to the sum of the Alternate Base Rate plus the Applicable Margin; and

(ii) Term SOFR Loans. During such periods as the Term Loan shall be composed of Term SOFR Loans, each such Term SOFR Loan shall bear interest at a per annum rate equal to the sum of the Term SOFR plus the Applicable Margin.

Interest on the Term Loan shall be payable in arrears on each Interest Payment Date.

(d) Term Loan Notes. The Borrower's obligation to pay each Term Loan Lender's Term Loan shall be evidenced, upon such Term Loan Lender's request, by a Term Loan Note made payable to such Lender in substantially the form of Exhibit 2.2(d) to the Agreement. The Borrower covenants and agrees to pay the Term Loans in accordance with the terms of this Agreement.

Section 2.3 Letter of Credit Subfacility.

(a) Issuance. Subject to the terms and conditions hereof and of the LOC Documents, if any, and any other terms and conditions which the Issuing Lenders may reasonably require, during the Commitment Period each Issuing Lender shall issue, and the Revolving Lenders shall participate in, Letters of Credit for the account of the Borrower from time to time upon request in a form acceptable to the applicable Issuing Lender; provided, however, that (i) the aggregate principal amount of LOC Obligations shall not at any time exceed **THIRTY-SEVEN MILLION, FIVE HUNDRED THOUSAND DOLLARS ($37,500,000)** (the "LOC Committed Amount"), (ii) the sum of the aggregate principal amount of outstanding Revolving

Loans plus the aggregate principal amount of outstanding LOC Obligations shall not at any time exceed the Revolving Committed Amount then in effect, (iii) no Issuing Lender will be required to issue Letters of Credit in an aggregate amount in excess of such Issuing Lender's Issuing Lender Sublimit, (iv) all Letters of Credit shall be denominated in Dollars and (v) Letters of Credit shall be issued for any lawful corporate purposes and may be issued as standby letters of credit, including in connection with workers' compensation and other insurance programs and commercial letters of credit. Except as otherwise expressly agreed upon by all the Revolving Lenders, no Letter of Credit shall have an original expiry date more than twelve (12) months from the date of issuance; provided, however, so long as no Default or Event of Default has occurred and is continuing and subject to the other terms and conditions to the issuance of Letters of Credit hereunder, the expiry dates of Letters of Credit may be extended annually or periodically from time to time on the request of the Borrower or by operation of the terms of the applicable Letter of Credit to a date not more than twelve (12) months from the date of extension; provided, further, that no Letter of Credit, as originally issued or as extended, shall have an expiry date extending beyond the date that is thirty (30) days prior to the Maturity Date. Each Letter of Credit shall comply with the related LOC Documents. The issuance and expiry date of each Letter of Credit shall be a Business Day. Each Letter of Credit issued hereunder shall be in a minimum original face amount of $100,000 or such lesser amount as approved by the applicable Issuing Lender. The Borrower's Reimbursement Obligations in respect of each Existing Letter of Credit, and each Revolving Lender's participation obligations in connection therewith, shall be governed by the terms of this Credit Agreement. The Existing Letters of Credit shall, as of the Closing Date, be deemed to have been issued as Letters of Credit hereunder and subject to and governed by the terms of this Agreement.

(b) Notice and Reports. The request for the issuance of a Letter of Credit shall be submitted to the applicable Issuing Lender at least five (5) Business Days prior to the requested date of issuance. The applicable Issuing Lender will promptly upon request provide to the Administrative Agent for dissemination to the Revolving Lenders a detailed report specifying the Letters of Credit which are then issued by such Issuing Lender and outstanding and any activity with respect thereto which may have occurred since the date of any prior report, and including therein, among other things, the account party, the beneficiary, the face amount, expiry date as well as any payments or expirations which may have occurred. Each Issuing Lender will further provide to the Administrative Agent promptly upon request copies of the Letters of Credit. Each Issuing Lender will provide to the Administrative Agent promptly upon request a summary report of the nature and extent of LOC Obligations then outstanding.

(c) Participations. Each Revolving Lender, (i) on the Closing Date with respect to each Existing Letter of Credit and (ii) upon issuance of a Letter of Credit, shall be deemed to have purchased without recourse a risk participation from the applicable Issuing Lender in such Letter of Credit and the obligations arising thereunder, in each case in an amount equal to its Revolving Commitment Percentage of the obligations under such Letter of Credit and shall absolutely, unconditionally and irrevocably assume, as primary obligor and not as surety, and be obligated to pay to the applicable Issuing Lender therefor and discharge when due, its Revolving Commitment Percentage of the obligations arising under such Letter of Credit; provided that any Person that becomes a Revolving Lender after the Closing Date shall be deemed to have purchased a Participation Interest in all outstanding Letters of Credit on the date it becomes a Lender hereunder and any Letter of Credit issued on or after such date, in each case in accordance with the foregoing terms. Without limiting the scope and nature of each Revolving Lender's participation in any Letter of Credit, to the extent that the applicable Issuing Lender has not been reimbursed as required hereunder or under any LOC Document, each such Revolving Lender shall pay to such Issuing Lender its Revolving Commitment Percentage of such unreimbursed drawing in same day funds pursuant to and in accordance with the provisions of subsection (d) hereof. The obligation of each Revolving Lender to so reimburse the Issuing Lenders shall be absolute and unconditional and shall not be affected by the occurrence of a Default, an Event of Default or any other occurrence or event. Any such reimbursement shall not relieve or otherwise impair the obligation of the Borrower to reimburse the Issuing Lenders under any Letter of Credit, together with interest as hereinafter provided.

(d) Reimbursement. In the event of any drawing under any Letter of Credit, the applicable Issuing Lender will promptly notify the Borrower and the Administrative Agent. The Borrower shall reimburse the applicable Issuing Lender on the day of drawing under any Letter of Credit if notified prior to 3:00 P.M. on a Business Day or, if after 3:00 P.M., on the following Business Day (either with the proceeds of a Revolving Loan obtained hereunder or otherwise) in same day funds as provided herein or in the LOC Documents. If the Borrower shall fail to reimburse the Issuing Lenders as provided herein, the unreimbursed amount of such drawing shall bear interest at a per annum rate equal to the Default Rate. Unless the Borrower shall immediately notify the applicable Issuing Lender and the Administrative Agent of its intent to otherwise reimburse such Issuing Lender, the Borrower shall be deemed to have requested a Mandatory LOC Borrowing (as defined in Section 2.3(e)) in the amount of the drawing as provided in subsection (e) hereof, the proceeds of which will be used to satisfy the Reimbursement Obligations. The Borrower's Reimbursement Obligations hereunder shall be absolute and unconditional under all circumstances irrespective of any rights of set-off, counterclaim or defense to payment the Borrower may claim or have against the Issuing Lenders, the Administrative Agent, the Lenders, the beneficiary of the Letter of Credit drawn upon or any other Person, including, without limitation, any defense based on any failure of the Borrower to receive consideration or the legality, validity, regularity or unenforceability of the Letter of Credit. Each Issuing Lender will promptly notify the other Revolving Lenders of the amount of any unreimbursed drawing and each Revolving Lender shall promptly pay to the Administrative Agent for the account of such Issuing Lender, in Dollars and in immediately available funds, the amount of such Revolving Lender's Revolving Commitment Percentage of such unreimbursed drawing. Such payment shall be made on the Business Day such notice is received by such Revolving Lender from the applicable Issuing Lender if such notice is received at or before 2:00 P.M., otherwise such payment shall be made at or before noon on the Business Day next succeeding the Business Day such notice is received. If such Revolving Lender does not pay such amount to the applicable Issuing Lender in full upon such request, such Revolving Lender shall, on demand, pay to the Administrative Agent for the account of such Issuing Lender interest on the unpaid amount during the period from the date of such drawing until such Revolving Lender pays such amount to such Issuing Lender in full at a rate per annum equal to, if paid within two (2) Business Days of the date of drawing, the Federal Funds Effective Rate and thereafter at a rate equal to the Alternate Base Rate. Each Revolving Lender's obligation to make such payment to the Issuing Lenders, and the right of the Issuing Lenders to receive the same, shall be absolute and unconditional, shall not be affected by any circumstance whatsoever and without regard to the termination of this Agreement or the Commitments hereunder, the existence of a Default or Event of Default or the acceleration of the Obligations hereunder and shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Repayment with Revolving Loans. On any day on which the Borrower shall have requested, or been deemed to have requested, a Revolving Loan to reimburse a drawing under a Letter of Credit, the Administrative Agent shall give notice to the Revolving Lenders that a Revolving Loan has been requested or deemed requested in connection with a drawing under a Letter of Credit, in which case a Revolving Loan borrowing comprised entirely of Alternate Base Rate Loans (each such borrowing, a "Mandatory LOC Borrowing") shall be made (without giving effect to any termination of the Commitments pursuant to Section 7.2) pro rata based on each Revolving Lender's respective Revolving Commitment Percentage (determined before giving effect to any termination of the Commitments pursuant to Section 7.2) and the proceeds thereof shall be paid directly to the applicable Issuing Lender for application to the respective LOC Obligations. Each Revolving Lender hereby irrevocably agrees to make such Revolving Loans on the day such notice is received by the Revolving Lenders from the Administrative Agent if such notice is received at or before 2:00 P.M., otherwise such payment shall be made at or before noon on the Business Day next succeeding the day such notice is received, in each case notwithstanding (i) the amount of Mandatory LOC Borrowing may not comply with the minimum amount for borrowings of Revolving Loans otherwise required hereunder, (ii) whether any conditions specified in Section 4.2 are then satisfied, (iii) whether a Default or an Event of Default then exists, (iv) failure for any such request or deemed request for Revolving Loan to be made by the time otherwise required in Section 2.1(b), (v) the date of such Mandatory LOC Borrowing, or (vi) any reduction in the Revolving Committed Amount after any such

Letter of Credit may have been drawn upon. In the event that any Mandatory LOC Borrowing cannot for any reason be made on the date otherwise required above (including, without limitation, as a result of the occurrence of a Bankruptcy Event), then each such Revolving Lender hereby agrees that it shall forthwith fund its Participation Interests in the outstanding LOC Obligations on the Business Day such notice to fund is received by such Revolving Lender from the Administrative Agent if such notice is received at or before 2:00 P.M., otherwise such payment shall be made at or before 12:00 Noon on the Business Day next succeeding the Business Day such notice is received; provided, further, that in the event any Revolving Lender shall fail to fund its Participation Interest as required herein, then the amount of such Revolving Lender's unfunded Participation Interest therein shall automatically bear interest payable by such Revolving Lender to the Administrative Agent for the account of the Issuing Lenders upon demand, at the rate equal to, if paid within two (2) Business Days of such date, the Federal Funds Effective Rate, and thereafter at a rate equal to the Alternate Base Rate.

(f) Modification, Extension. The issuance of any supplement, modification, amendment, renewal, or extension to any Letter of Credit shall, for purposes hereof, be treated in all respects the same as the issuance of a new Letter of Credit hereunder.

(g) ISP98 and UCP. Unless otherwise expressly agreed by the applicable Issuing Lender and the Borrower, when a Letter of Credit is issued, (i) the rules of the "International Standby Practices 1998," published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance) shall apply to each standby Letter of Credit, and (ii) the rules of The Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce at the time of issuance, shall apply to each commercial Letter of Credit.

(h) Conflict with LOC Documents. In the event of any conflict between this Agreement and any LOC Document (including any letter of credit application and any LOC Documents relating to the Existing Letters of Credit), this Agreement shall control.

(i) Designation of Subsidiaries as Account Parties. Notwithstanding anything to the contrary set forth in this Agreement, including, without limitation, Section 2.3(a), a Letter of Credit issued hereunder may contain a statement to the effect that such Letter of Credit is issued for the account of a Subsidiary of the Borrower; provided that, notwithstanding such statement, the Borrower shall be the actual account party for all purposes of this Agreement for such Letter of Credit and such statement shall not affect the Borrower's Reimbursement Obligations hereunder with respect to such Letter of Credit.

(j) Cash Collateral. At any point in time in which there is a Defaulting Lender, the Issuing Lenders may require the Borrower to Cash Collateralize the LOC Obligations pursuant to Section 2.20.

(k) Resignation of Issuing Lender. An Issuing Lender may resign by giving 30 days' prior written notice to each of the Administrative Agent, the Borrower and the Revolving Lenders in the event that such Person and its Affiliates no longer hold any Revolving Commitments; provided that no such resignation shall be effective if there shall not be one or more other Issuing Lender (or Revolving Lenders willing to become an Issuing Lender) (each, a "Successor Issuing Lender") at such time that will provide a LOC Commitment (or in the case of existing Issuing Lenders, that will increase its LOC Commitment) in an amount not less than such resigning Issuing Lender's Issuing Lender Sublimit. Notwithstanding the foregoing, no such resignation shall be effective if it results (after giving effect to the proviso of the immediately preceding sentence) in a decrease in the LOC Committed Amount then in effect. The acceptance of any appointment as an Issuing Lender hereunder by a Successor Issuing Lender shall be evidenced by an agreement entered into by such resigning Issuing Lender and Successor Issuing Lender, in a form satisfactory to the Borrower and the Administrative Agent (each, a "Successor Issuing Lender Agreement"). Upon the acceptance of any appointment as an Issuing Lender hereunder and the effectiveness of the applicable Successor Issuing Lender Agreement, (i) such Successor Issuing Lender

shall succeed to and become vested with all of the rights, powers, privileges and duties of the resigning Issuing Lender in in its capacity as a resigning Issuing Lender, (ii) such resigning Issuing Lender shall be discharged from all of its respective duties and obligations hereunder or under the other Credit Documents, and (iii) the Successor Issuing Lender shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the resigning Issuing Lender and the Borrower to effectively assume the obligations of such resigning Issuing Lender with respect to such Letters of Credit. Such resignation shall not affect the validity or effectiveness of any Letter of Credit issued prior to such resignation by the resigning Issuing Lender. At the time such resignation of an Issuing Lender shall become effective, the Borrower shall pay all accrued and unpaid Letter of Credit Facing Fees to such resigning Issuing Lender.

Section 2.4 [Reserved].

Section 2.5 Fees.

(a) Unused Commitment Fee. Subject to Section 2.21, in consideration of the Revolving Commitments, the Borrower agrees to pay to the Administrative Agent, for the ratable benefit of the Revolving Lenders, a commitment fee (the "Unused Commitment Fee") at an annual rate equal to the Applicable Margin multiplied by the ~~average~~actual daily unused amount of the Revolving Committed Amount. For purposes of computation of the Unused Commitment Fee, LOC Obligations shall be considered usage of the Revolving Committed Amount. The Unused Commitment Fee shall be calculated by the Administrative Agent and shall be payable by the Borrower quarterly in arrears on the last Business Day of each calendar quarter or, in the case of Revolving Commitments in effect immediately prior to the Amendment No. ~~2~~4 Effective Date, on the Amendment No. ~~2~~4 Effective Date with respect to the portion of the calendar quarter ended immediately prior to such Amendment No. ~~2~~4 Effective Date.

(b) Letter of Credit Fees. Subject to Section 2.21, in consideration of the LOC Commitments, the Borrower agrees to pay to the Administrative Agent, for the ratable benefit of the Revolving Lenders, a fee (the "Letter of Credit Fee") equal to the Applicable Margin for Revolving Loans that are ~~LIBOR Rate~~Term SOFR Loans per annum on the ~~average~~actual daily maximum amount available to be drawn under each Letter of Credit from the date of issuance to the date of expiration. The Letter of Credit Fee shall be calculated by the Administrative Agent and shall be payable by the Borrower quarterly in arrears on the last Business Day of each calendar quarter.

(c) Issuing Lender Fees. In addition to the Letter of Credit Fees payable pursuant to subsection (b) hereof, the Borrower shall pay to each Issuing Lender for its own account without sharing by the other Lenders the reasonable and customary charges from time to time of such Issuing Lender with respect to the amendment, transfer, administration, cancellation and conversion of, and drawings under, the Letters of Credit issued by such Issuing Lender (collectively, the "Issuing Lender Fees"). Each Issuing Lender may charge, and retain for its own account without sharing by the other Lenders, an additional facing fee (the "Letter of Credit Facing Fee") of 0.125% per annum on the ~~average~~actual daily ~~maximum~~ amount available to be drawn under each such Letter of Credit issued by it. The Issuing Lender Fees and the Letter of Credit Facing Fee shall be calculated by the Administrative Agent and shall be payable by the Borrower quarterly in arrears on the last Business Day of each calendar quarter.

(d) Administrative Fee. The Borrower agrees to pay to the Administrative Agent the annual administrative fee as described in its Fee Letter.

Section 2.6 Revolving Commitment Reductions.

(a) Voluntary Reductions. The Borrower shall have the right to terminate or permanently reduce the unused portion of the Revolving Committed Amount at any time or from time to time subject to Section

2.15 but otherwise without premium or penalty upon not less than five (5) Business Days' prior written notice to the Administrative Agent (which shall notify the Lenders thereof as soon as practicable) of each such termination or reduction, which notice shall specify the effective date thereof and the amount of any such reduction which shall be in a minimum amount of $1,000,000 or a whole multiple of $500,000 in excess thereof and shall be irrevocable and effective upon receipt by the Administrative Agent; provided that no such reduction or termination shall be permitted if after giving effect thereto, and to any prepayments of the Revolving Loans made on the effective date thereof, the sum of the aggregate principal amount of outstanding Revolving Loans plus the aggregate principal amount of outstanding LOC Obligations would exceed the Revolving Committed Amount then in effect; provided, further that such notice may be conditioned upon the effectiveness of other credit facilities or the consummation of a transaction, the proceeds of which shall be used to repay the Obligations in connection with any such termination, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition or conditions are not satisfied.

(b) LOC Committed Amount. If the Revolving Committed Amount is reduced below the then current LOC Committed Amount, the LOC Committed Amount shall automatically be reduced by an amount such that the LOC Committed Amount equals the Revolving Committed Amount.

(c) Maturity Date. The Revolving Commitments and the LOC Commitment shall automatically terminate on the Maturity Date.

Section 2.7 Repayments.

(a) Optional Repayments. The Borrower shall have the right to repay Loans in whole or in part from time to time; provided, however, that each partial repayment of (i) Alternate Base Rate Loans shall be in a minimum principal amount of $1,000,000 and integral multiples of $500,000 in excess thereof (or the remaining outstanding principal amount), (ii) ~~LIBOR Rate~~Term SOFR Loans shall be in a minimum principal amount of $1,000,000 and integral multiples of $500,000 in excess thereof (or the remaining outstanding principal amount). The Borrower shall give irrevocable notice of repayment to the Administrative Agent, no later than 1:00 p.m., three (3) Business Days' ~~irrevocable notice~~prior to the date of repayment in the case of ~~LIBOR Rate~~Term SOFR Loans and same-day irrevocable notice to the Administrative Agent, no later than 2:00 p.m., on any Business Day in the case of Alternate Base Rate Loans~~, to the Administrative Agent~~ (which shall notify the applicable Lenders thereof as soon as practicable); provided, that, such notice may be conditioned upon the effectiveness of other credit facilities or the consummation of a transaction, the proceeds of which shall be used to repay the Loans in full or in part, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition or conditions are not satisfied. Within the foregoing parameters, repayments under this Section shall be applied first to Alternate Base Rate Loans and then to ~~LIBOR Rate~~Term SOFR Loans in direct order of Interest Period maturities. All repayments under this Section shall be subject to Section 2.15, but otherwise without premium or penalty. Interest on the principal amount repaid shall be payable on the next occurring Interest Payment Date that would have occurred had such loan not been repaid or, at the request of the Administrative Agent, interest on the principal amount repaid shall be payable on any date that a repayment is made hereunder through the date of repayment.

(b) Mandatory Repayments.

(i) Revolving Committed Amount. If at any time after the Closing Date, the sum of the aggregate principal amount of outstanding Revolving Loans plus the aggregate principal amount of outstanding LOC Obligations shall exceed the Revolving Committed Amount, the Borrower shall immediately repay the Revolving Loans or (after all Revolving Loans have been repaid) Cash Collateralize the LOC Obligations in an amount sufficient to eliminate such excess

(such repayment to be applied as set forth in clause (ii) below) and on terms and conditions reasonably satisfactory to the Administrative Agent.

(ii) Application of Mandatory Repayments. All amounts required to be paid pursuant to this Section shall be applied (1) *first* to the outstanding Revolving Loans and (2) *second* to Cash Collateralize the LOC Obligations.

Within the parameters of the applications set forth above, repayments shall be applied first to Alternate Base Rate Loans and then to ~~LIBOR Rate~~Term SOFR Loans in direct order of Interest Period maturities. All repayments under this Section shall be subject to Section 2.15 and be accompanied by interest on the principal amount repaid through the date of repayment, but otherwise without premium or penalty.

(c) Bank Products Unaffected. Any repayment made pursuant to this Section shall not affect the Borrower's obligation to continue to make payments under any Bank Product, which shall remain in full force and effect notwithstanding such repayment, subject to the terms of such Bank Product.

Section 2.8 Default Rate and Payment Dates.

(a) If all or a portion of the principal amount of any Loan which is a ~~LIBOR Rate~~Term SOFR Loan shall not be paid when due or continued as a ~~LIBOR Rate~~Term SOFR Loan in accordance with the provisions of Section 2.9 (whether at the stated maturity, by acceleration or otherwise), such overdue principal amount of such Loan shall be converted to an Alternate Base Rate Loan at the end of the Interest Period applicable thereto.

(b) Upon the occurrence, and during the continuance, of any Event of Default hereunder, the principal of and, to the extent permitted by law, interest on the Loans and any other amounts owing hereunder or under the other Credit Documents shall bear interest, payable on demand, at a per annum rate which is equal to the Default Rate.

(c) Interest on each Loan shall be payable in arrears on each Interest Payment Date; provided that interest accruing pursuant to paragraph (b) of this Section shall be payable from time to time on demand.

Section 2.9 Conversion Options.

(a) The Borrower may elect from time to time to convert Alternate Base Rate Loans to ~~LIBOR Rate~~Term SOFR Loans or to continue ~~LIBOR Rate~~Term SOFR Loans, by delivering a Notice of Conversion/Extension (or telephone notice promptly confirmed in writing by delivery of a written Notice of Conversion/Extension, which delivery may be by fax) to the Administrative Agent by 2:00 p.m., at least ~~three~~two (~~3~~2) Business Days prior to the proposed date of conversion or continuation. In addition, the Borrower may elect from time to time to convert all or any portion of a ~~LIBOR Rate~~Term SOFR Loan to an Alternate Base Rate Loan by giving the Administrative Agent irrevocable written notice thereof by 11:00 A.M. one (1) Business Day prior to the proposed date of conversion. If the date upon which an Alternate Base Rate Loan is to be converted to a ~~LIBOR Rate~~Term SOFR Loan is not a Business Day, then such conversion shall be made on the next succeeding Business Day and during the period from such last day of an Interest Period to such succeeding Business Day such Loan shall bear interest as if it were an Alternate Base Rate Loan. ~~LIBOR Rate~~Term SOFR Loans may only be converted to Alternate Base Rate Loans on the last day of the applicable Interest Period. If the date upon which a ~~LIBOR Rate~~Term SOFR Loan is to be converted to an Alternate Base Rate Loan is not a Business Day, then such conversion shall be made on the next succeeding Business Day and during the period from such last day of an Interest Period to such succeeding Business Day such Loan shall bear interest as if it were an Alternate Base Rate Loan. All or any part of outstanding Alternate Base Rate Loans may be converted as provided herein;

provided that (i) no Loan may be converted into a ~~LIBOR Rate~~Term SOFR Loan when any Default or Event of Default has occurred and is continuing and (ii) partial conversions shall be in an aggregate principal amount of $1,000,000 or a whole multiple of $1,000,000 in excess thereof. All or any part of outstanding ~~LIBOR Rate~~Term SOFR Loans may be converted as provided herein; provided that partial conversions shall be in an aggregate principal amount of $1,000,000 or a whole multiple of $1,000,000 in excess thereof.

(b) Any ~~LIBOR Rate~~Term SOFR Loans may be continued as such upon the expiration of an Interest Period with respect thereto by compliance by the Borrower with the notice provisions contained in Section 2.9(a); provided, that no ~~LIBOR Rate~~Term SOFR Loan may be continued as such when any Default or Event of Default has occurred and is continuing, in which case such Loan shall be automatically converted to an Alternate Base Rate Loan at the end of the applicable Interest Period with respect thereto. If the Borrower shall fail to give timely notice of an election to continue a ~~LIBOR Rate~~Term SOFR Loan, or the continuation of ~~LIBOR Rate~~Term SOFR Loans is not permitted hereunder, such ~~LIBOR Rate~~Term SOFR Loans shall be automatically converted to Alternate Base Rate Loans at the end of the applicable Interest Period with respect thereto.

Section 2.10 Computation of Interest and Fees; Usury.

(a) Interest payable hereunder with respect to any Alternate Base Rate Loan ~~based on the Prime Rate~~(including Alternate Base Rate Loans determined by reference to Term SOFR) shall be calculated on the basis of a year of three hundred sixty-five (365) days (or three hundred sixty-six (366) days, as applicable) for the actual days elapsed. All other fees, interest and all other amounts payable hereunder shall be calculated on the basis of a three hundred sixty (360) day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the Lenders of each determination of ~~a LIBOR Rate~~Term SOFR on the Business Day of the determination thereof. Any change in the interest rate on a Loan resulting from a change in the Alternate Base Rate shall become effective as of the opening of business on the day on which such change in the Alternate Base Rate shall become effective. The Administrative Agent shall as soon as practicable notify the Borrower and the Lenders of the effective date and the amount of each such change.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the computations used by the Administrative Agent in determining any interest rate.

(c) It is the intent of the Lenders and the Credit Parties to conform to and contract in strict compliance with applicable usury law from time to time in effect. All agreements between the Lenders and the Credit Parties are hereby limited by the provisions of this subsection which shall override and control all such agreements, whether now existing or hereafter arising and whether written or oral. In no way, nor in any event or contingency (including, but not limited to, prepayment or acceleration of the maturity of any Obligation), shall the interest taken, reserved, contracted for, charged, or received under this Agreement, under the Notes or otherwise, exceed the maximum nonusurious amount permissible under applicable law. If, from any possible construction of any of the Credit Documents or any other document, interest would otherwise be payable in excess of the maximum nonusurious amount, any such construction shall be subject to the provisions of this paragraph and such interest shall be automatically reduced to the maximum nonusurious amount permitted under applicable law, without the necessity of execution of any amendment or new document. If any Lender shall ever receive anything of value which is characterized as interest on the Loans under applicable law and which would, apart from this provision, be in excess of the maximum nonusurious amount, an amount equal to the amount which would have been excessive interest shall, without penalty, be applied to the reduction of the principal amount owing on the Loans and not to the payment of interest, or refunded to the Borrower or the other payor thereof if and to the extent such amount which would have been excessive exceeds such unpaid principal amount of the Loans. The right to

demand payment of the Loans or any other Indebtedness evidenced by any of the Credit Documents does not include the right to receive any interest which has not otherwise accrued on the date of such demand, and the Lenders do not intend to charge or receive any unearned interest in the event of such demand. All interest paid or agreed to be paid to the Lenders with respect to the Loans shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term (including any renewal or extension) of the Loans so that the amount of interest on account of such Indebtedness does not exceed the maximum nonusurious amount permitted by applicable law.

Section 2.11 Pro Rata Treatment and Payments.

(a) Allocation of Payments Prior to Exercise of Remedies. Each borrowing of Revolving Loans and any reduction of the Revolving Commitments shall be made pro rata according to the respective Revolving Commitment Percentages of the Revolving Lenders. Each borrowing of Term Loans and any repayment of Term Loans shall be made pro rata according to the respective Term Loan Commitment Percentages of the Term Loan Lenders. Unless otherwise required by the terms of this Agreement, each payment under this Agreement or any Note shall be applied, first, to any fees then due and owing by the Borrower pursuant to Section 2.5, second, to interest then due and owing hereunder and under the Notes of the Borrower and, third, to principal then due and owing hereunder and under the Notes of the Borrower. Each payment on account of any fees pursuant to Section 2.5 shall be made pro rata in accordance with the respective amounts due and owing (except as to the Letter of Credit Facing Fees and the Issuing Lender Fees). Each payment or prepayment by the Borrower on account of principal of and interest on the Revolving Loans and on the Term Loans shall be applied to such Loans, as applicable, on a pro rata basis. Each mandatory prepayment on account of principal of the Loans as required by Section 2.7(b)(i) shall be applied in accordance with Section 2.7(b)(ii). All payments (including prepayments) to be made by the Borrower on account of principal, interest and fees shall be made without defense, set-off or counterclaim (except as provided in Section 2.16(b)) and shall be made to the Administrative Agent for the account of the Lenders at the Administrative Agent's office specified in Section 9.2 in Dollars and in immediately available funds not later than 1:00 P.M. on the date when due. The Administrative Agent shall distribute such payments to the Lenders entitled thereto promptly upon receipt in like funds as received. If any payment hereunder (other than payments on the ~~LIBOR Rate~~Term SOFR Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day, and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. If any payment on a ~~LIBOR Rate~~Term SOFR Loan becomes due and payable on a day other than a Business Day, such payment date shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day.

(b) Allocation of Payments After Exercise of Remedies. Notwithstanding any other provisions of this Agreement to the contrary, after the exercise of remedies (other than the invocation of default interest pursuant to Section 2.8) by the Administrative Agent or the Lenders pursuant to Section 7.2 (or after the Commitments shall automatically terminate and the Loans (with accrued interest thereon) and all other amounts under the Credit Documents (including, without limitation, the maximum amount of all contingent liabilities under Letters of Credit) shall automatically become due and payable in accordance with the terms of such Section), all amounts collected or received by the Administrative Agent or any Lender on account of the Credit Party Obligations or any other amounts outstanding under any of the Credit Documents shall be paid over or delivered as follows (irrespective of whether the following costs, expenses, fees, interest, premiums, scheduled periodic payments or Credit Party Obligations are allowed, permitted or recognized as a claim in any proceeding resulting from the occurrence of a Bankruptcy Event):

FIRST, to the payment of all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees) of the Administrative Agent in connection with enforcing the rights of the Lenders under the Credit Documents;

SECOND, to the payment of any fees owed to the Administrative Agent and the Issuing Lenders;

THIRD, to the payment of all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable and documented attorneys' fees) of each of the Lenders in connection with enforcing its rights under the Credit Documents or otherwise with respect to the Credit Party Obligations owing to such Lender to the extent due and payable by any Credit Party pursuant to Section 9.5;

FOURTH, to the payment of all of the Credit Party Obligations consisting of accrued fees and interest, and including, with respect to any Bank Product, any fees, premiums and scheduled periodic payments due under such Bank Product (other than payments on account of principal) and any interest accrued thereon;

FIFTH, to the payment of the outstanding principal amount of the Credit Party Obligations and the payment or Cash Collateralization of the outstanding LOC Obligations, and including with respect to any Bank Product, any breakage, termination or other payments due under such Bank Product;

SIXTH, to all other Credit Party Obligations and other obligations which shall have become due and payable under the Credit Documents or otherwise and not repaid pursuant to clauses "FIRST" through "FIFTH" above; and

SEVENTH, to the payment of the surplus, if any, to whoever may be lawfully entitled to receive such surplus.

In carrying out the foregoing, (a) amounts received shall be applied in the numerical order provided until exhausted prior to application to the next succeeding category; (b) each of the Lenders and any Bank Product Provider shall receive an amount equal to its pro rata share (based on the proportion that the then outstanding Loans and LOC Obligations held by such Lender or the outstanding obligations payable to such Bank Product Provider bears to the aggregate then outstanding Loans and LOC Obligations and obligations payable under all Bank Products) of amounts available to be applied pursuant to clauses "THIRD," "FOURTH," "FIFTH" and "SIXTH" above; and (c) to the extent that any amounts available for distribution pursuant to clause "FIFTH" above are attributable to the issued but undrawn amount of outstanding Letters of Credit, such amounts shall be held by the Administrative Agent in a Cash Collateral account and applied (i) first, to reimburse the applicable Issuing Lenders from time to time for any drawings under such Letters of Credit and (ii) then, following the expiration of all Letters of Credit, to all other obligations of the types described in clauses "FIFTH" and "SIXTH" above in the manner provided in this Section. Notwithstanding the foregoing terms of this Section, (x) only payments under the Guaranty (as opposed to ordinary course principal, interest and fee payments hereunder) shall be applied to obligations under any Bank Product and (y) Excluded Swap Obligations with respect to any Guarantor shall not be paid with amounts received from such Guarantor or its assets, but appropriate adjustments shall be made with respect to payments from other Credit Parties to preserve the allocation to Credit Party Obligations otherwise set forth above in this Section.

Section 2.12 Non-Receipt of Funds by the Administrative Agent.

(a) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received written notice from a Lender prior to the proposed time of any Extension of Credit (or, in the case of an Extension of Credit of Alternate Base Rate Loans, prior to 2:00 p.m. on the date of such Extension of Credit) that such Lender will not make available to the Administrative Agent such Lender's share of such Extension of Credit, the Administrative Agent may assume that such Lender has made such

share available on such date in accordance with this Agreement 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 Extension of Credit 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 a payment to be made by 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 and (ii) in the case of a payment to be made by the Borrower, the interest rate applicable to Alternate Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Extension of Credit to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Extension of Credit. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(b) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing 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 or the Issuing Lenders, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the Issuing Lenders, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such Issuing 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.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under subsections (a) and (b) of this Section shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Extension of Credit set forth in Article IV are not satisfied or waived in accordance with the terms thereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Revolving Loans, to fund participations in Letters of Credit and to make payments pursuant to Section 9.5(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any such payment under Section 9.5(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 9.5(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

Section 2.13 ~~Alternate Rate of Interest~~[Reserved].

~~(a) If prior to the commencement of any Interest Period for a LIBOR Rate Loan:~~

~~(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the LIBOR Rate (including, without limitation, because the LIBO Screen Rate is not available or published on a current basis), for Dollars and such Interest Period; or~~

~~(ii) the Administrative Agent is advised by the Required Lenders that the LIBOR Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) 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 telecopy, confirmed in writing, 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, any Notice of Conversion/Extension submitted by Borrower during such period that requests the conversion of any Revolving Loan to, or continuation of any Revolving Loan as, a LIBOR Rate Loan, shall be ineffective.~~

~~(b) If at any time the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (i) the circumstances set forth in clause (a)(i) have arisen and such circumstances are unlikely to be temporary or (ii) the circumstances set forth in clause (a)(i) have not arisen but the supervisor for the administrator of the LIBO Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the LIBO Screen Rate shall no longer be used for determining interest rates for loans, then the Administrative Agent and the Borrower shall endeavor to establish an alternate rate of interest to the LIBOR Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time, and shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable. Notwithstanding anything to the contrary in Section 9.1, such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within ten (10) Business Days of the date notice of such alternate rate of interest is provided to the Lenders, a written notice from the Required Lenders stating that such Required Lenders object to such amendment. Until an alternate rate of interest shall be determined in accordance with this clause (b) (but, in the case of the circumstances described in clause (ii) of the first sentence of this Section 2.13(b), only to the extent the LIBO Screen Rate for such Interest Period is not available or published at such time on a current basis), any Notice of Borrowing or Notice of Conversion/Extension submitted by Borrower during such period that requests a Loan as, or the conversion of any Loans to, or continuation of any Loans as, a LIBOR Rate Loan shall be ineffective; provided that, if such alternate rate of interest shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.~~

Section 2.14 Yield Protection.

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

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in ~~the LIBOR Rate~~Term SOFR) or any Issuing Lender;

(ii) subject any Recipient to any Taxes (other than Indemnified Taxes and Excluded Taxes) on or with respect to its loans, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital actually attributable thereto; or

(iii) impose on any Lender or any Issuing Lender or the London interbank market any other condition, cost or expense affecting this Agreement or ~~LIBOR Rate~~Term SOFR Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any ~~LIBOR Rate~~Term SOFR Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender, such Issuing Lender or such other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender, such Issuing Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, such Issuing Lender or other Recipient, the Borrower will pay to such Lender, such Issuing Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, such Issuing Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered. The agreements in this Section shall survive termination of this Agreement and payment of the Credit Party Obligations.

(b) Capital Requirements. If any Lender or any Issuing Lender determines that any Change in Law affecting such Lender or such Issuing Lender or any lending office of such Lender or such Lender's or such Issuing Lender's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or such Issuing Lender's capital or on the capital of such Lender's or such Issuing Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by the such Issuing Lender, to a level below that which such Lender or such Issuing Lender or such Lender's or such Issuing Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Lender's policies and the policies of such Lender's or such Issuing Lender's holding company with respect to capital adequacy and liquidity), then from time to time the Borrower will pay to such Lender or such Issuing Lender, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Lender or such Lender's or such Issuing Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. Subject to Section 2.14(d) below, each Lender and each Issuing Lender shall promptly notify the Borrower and the Administrative Agent of any event of which it has knowledge, occurring after the date hereof, which will entitle such Lender or such Issuing Lender, as the case may be, to compensation pursuant to this Section. Any Lender or any Issuing Lender claiming compensation under this Section shall furnish to the Borrower and the Administrative Agent a certificate of such Lender or such Issuing Lender, as the case may be, setting forth the amount or amounts necessary to compensate such Lender or such Issuing Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section, which shall be conclusive absent manifest error. The Borrower shall pay such Lender or such Issuing Lender, as the case may be, the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or any Issuing Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such Issuing Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender or an Issuing Lender pursuant to this Section for any increased costs incurred or reductions suffered more than 180 days prior to the date such Lender or such Issuing Lender, as the case may be, notifies the Borrower in writing of the Change in Law giving rise to such increased costs or reductions, and of such Lender's or such Issuing Lender's intention to claim compensation therefore

(except 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).

(e) Notwithstanding any other provision of this Section 2.14, no Lender or Issuing Lender shall demand compensation for any increased costs under this Section 2.14 ~~if it shall not be~~unless such Lender or Issuing Lender certifies that it is the general policy or practice of such Lender or such Issuing Lender to demand such compensation in similar circumstances and ~~unless~~that such demand is generally consistent with such Lender's or such Issuing Lender's, as applicable, treatment of comparable borrowers of such Lender or Issuing Lender in the United States with respect to similarly affected commitments or loans

Section 2.15 Indemnity.

The Credit Parties hereby agree to indemnify each Lender and to hold such Lender harmless from any actual funding loss or expense which such Lender may sustain or incur as a consequence of (a) the failure by the Borrower to pay the principal amount of or interest on any Loan by such Lender in accordance with the terms hereof, (b) the failure by the Borrower to accept a borrowing after the Borrower has given a notice in accordance with the terms hereof, (c) default by the Borrower in making any prepayment after the Borrower has given a notice in accordance with the terms hereof, (d) any assignment of a ~~LIBOR Rate~~Term SOFR Loan on a day other than the last day of the interest Period therefore as a result of a request by the Borrower pursuant to Section 2.19 and/or (e) the making by the Borrower of a prepayment of a ~~LIBOR Rate~~Term SOFR Loan, or the conversion thereof, on a day which is not the last day of the Interest Period with respect thereto, in each case including, but not limited to, any such loss or expense arising from interest or fees payable by such Lender to lenders of funds obtained by it in order to maintain its ~~LIBOR Rate~~Term SOFR Loans hereunder. A certificate setting forth in reasonable detail as to any additional amounts payable pursuant to this Section submitted by any Lender, through the Administrative Agent, to the Borrower (which certificate must be delivered to the Administrative Agent within thirty (30) days following such default, prepayment, conversion or assignment) shall be conclusive in the absence of manifest error. The agreements in this Section shall survive termination of this Agreement and payment of the Credit Party Obligations.

Section 2.16 Taxes.

(a) Payments Free of Taxes. Except as otherwise required by Requirements of Law, ~~any and~~ all payments by or on account of any obligation of any Credit Party hereunder or under any other Credit Document shall be made free and clear of and without reduction or withholding for any Taxes, provided that if any applicable withholding agent shall be required by applicable law to deduct any Taxes from such payments, then (i) if such Taxes are Indemnified Taxes ~~(including any~~or Other Taxes~~)~~, the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.16) the applicable Lender (or, in the case of payments made to the Administrative Agent for its own account, the Administrative Agent), receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable withholding agent shall make such deductions and (iii) the applicable withholding agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with Requirements of Law.

(b) Payment of Other Taxes by the Borrower. Without limiting the provisions of paragraph (a) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Requirements of Law.

(c) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent and each Lender, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent or such Lender, as the case may be,

and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability (setting forth in reasonable detail the basis for such demand) 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) Evidence of Payments. As soon as practicable after any payment of any Taxes by the Borrower to a Governmental Authority, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders. Each Lender that is entitled to an exemption from or reduction of any applicable withholding Tax with respect to payments hereunder or under any other Credit Document shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by Requirements of Law or reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by Requirements of Law as will permit such payments to be made without withholding or at a reduced rate of withholding. Each such Lender shall, whenever a lapse in time or change in circumstances renders any such documentation (including any specific documentation required below in Section 2.16(f)) obsolete, expired or inaccurate in any respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent in writing of its legal ineligibility to do so. In addition, any Lender, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by 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.

(f) Without limiting the generality of the foregoing,

(i) each U.S. Lender shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Borrower or the Administrative Agent) two duly completed originals of Internal Revenue Service Form W-9 certifying that such U.S. Lender is exempt from United States federal backup withholding.

(ii) each Foreign Lender shall 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 request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(A) two duly completed originals of Internal Revenue Service Form W-8BEN or W-8BEN-E (or any successor forms) claiming eligibility for benefits of an income tax treaty to which the United States of America is a party,

(B) two duly completed originals of Internal Revenue Service Form W-8ECI (or any successor forms),

(C) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (i) a certificate to the effect that such Foreign Lender is not (A) a “bank” within the meaning of section 881(c)(3)(A) of the

Code, (B) a "10 percent shareholder" of the Borrower within the meaning of section 881(c)(3)(B) of the Code, or (C) a "controlled foreign corporation" described in section 881(c)(3)(C) of the Code and that no payments ~~in connection with~~under any Credit Document are effectively connected with such Lender's conduct of a United States trade or business (a "United States Tax Compliance Certificate") and (ii) two duly completed originals of Internal Revenue Service Form W-8BEN or W-8BEN-E (or any successor forms),

(D) to the extent a Foreign Lender is not the beneficial owner of a Loan (for example, where the Foreign Lender is a partnership or a participating Lender), two duly completed originals of Internal Revenue Service Form W-8IMY (or any successor forms) of the Foreign Lender, accompanied by a Form W-8ECI, W-8BEN or W-8BEN-E, United States Tax Compliance Certificate, Form W-9, Form W-8IMY or any other required information (or any successor forms) from each beneficial owner that would be required under this Section 2.16(f) if such beneficial owner were a Lender, as applicable (provided that if the Foreign Lender is a partnership (and not a participating Lender) and one or more direct or indirect partners are claiming the portfolio interest exemption, the United States Tax Compliance Certificate may be provided by such Foreign Lender on behalf of such direct or indirect partner(s)), or

(E) any other form prescribed by Requirements of Law as a basis for claiming exemption from or a reduction in United States federal withholding Tax duly completed together with such supplementary documentation as may be prescribed by Requirements of Law to permit the Borrower or Administrative Agent to determine the withholding or deduction required to be made.

(iii) If a payment made to a Lender under any Credit Document would be subject to United States federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Sections 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 Requirements of Law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by 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 FATCA obligations, to determine whether such Lender has or has not complied with such Lender's FATCA obligations and to determine the amount, if any, to deduct and withhold from such payment; provided, however, that the Borrower shall have no obligation to request any documentation or take any other action to decrease any withholding obligation under FATCA.

(iv) Notwithstanding any other provision of Section 2.16(e) or this Section 2.16(f), a Lender shall not be required to deliver any documentation that such Lender is not legally eligible to deliver. Each Lender hereby authorizes the Administrative Agent to deliver to the Credit Parties and to any successor Administrative Agent any documentation provided by such Lender pursuant to these Sections 2.16(e) and (f).

(g) Treatment of Certain Refunds. If the Administrative Agent or a Lender determines, in its sole discretion, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by any Credit Party or with respect to which any Credit Party has paid additional amounts pursuant to this Section~~,~~ 2.16, it shall pay to such Credit Party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by such Credit Party under this Section 2.16 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all

out-of-pocket expenses (including any Taxes) of the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that such Credit Party, upon the request of the Administrative Agent or such Lender shall repay the amount paid over to such Credit 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. This paragraph 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 Borrower or any other Person.

(h) For the avoidance of doubt, the term "Lender" shall, for purposes of this Section 2.16, include any Issuing Lender.

(i) The agreements in this Section 2.16 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.

Section 2.17 Indemnification; Nature of Issuing Lenders' Duties.

(a) In addition to its other obligations under Section 2.3, the Credit Parties hereby agree to protect, indemnify, pay and save each Issuing Lender and each Lender harmless from and against any and all claims, demands, liabilities, damages, losses, costs, charges and expenses (including reasonable and documented attorneys' fees) that such Issuing Lender or such Lender may incur or be subject to as a consequence, direct or indirect, of (i) the issuance of any Letter of Credit or (ii) the failure of any Issuing Lender to honor a drawing under any Letter of Credit as a result of any act or omission, whether rightful or wrongful, of any present or future de jure or de facto government or Governmental Authority (all such acts or omissions, herein called "Government Acts").

(b) As among the Credit Parties, each Issuing Lender and each Lender, the Credit Parties shall assume all risks of the acts, omissions or misuse of any Letter of Credit by the beneficiary thereof. In the absence of their gross negligence or willful misconduct, neither any Issuing Lender nor any Lender shall be responsible: (i) for the form, validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by any party in connection with the application for and issuance of any Letter of Credit, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged; (ii) for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, that may prove to be invalid or ineffective for any reason; (iii) for failure of the beneficiary of a Letter of Credit to comply fully with conditions required in order to draw upon a Letter of Credit; (iv) for errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex or otherwise, whether or not they be in cipher; (v) for errors in interpretation of technical terms; (vi) for any loss or delay in the transmission or otherwise of any document required in order to make a drawing under a Letter of Credit or of the proceeds thereof; and (vii) for any consequences arising from causes beyond the control of any Issuing Lender or any Lender, including, without limitation, any Government Acts. None of the above shall affect, impair, or prevent the vesting of the Issuing Lenders' rights or powers hereunder.

(c) In furtherance and extension and not in limitation of the specific provisions hereinabove set forth, any action taken or omitted by any Issuing Lender or any Lender, under or in connection with any Letter of Credit or the related certificates, if taken or omitted in the absence of gross negligence or willful misconduct, shall not put such Issuing Lender or such Lender under any resulting liability to the Credit Parties. It is the intention of the parties that this Agreement shall be construed and applied to protect and indemnify each Issuing Lender and each Lender against any and all risks involved in the issuance of the Letters of Credit, all of which risks are hereby assumed by the Credit Parties, including, without limitation,

any and all risks of the acts or omissions, whether rightful or wrongful, of any Government Authority. The Issuing Lenders and the Lenders shall not, in any way, be liable for any failure by the Issuing Lenders or anyone else to pay any drawing under any Letter of Credit as a result of any Government Acts or any other cause beyond the control of the Issuing Lenders and the Lenders.

(d) Nothing in this Section is intended to limit the Reimbursement Obligation of the Borrower contained in Section 2.3(d) hereof. The obligations of the Credit Parties under this Section shall survive the termination of this Agreement. No act or omissions of any current or prior beneficiary of a Letter of Credit shall in any way affect or impair the rights of the Issuing Lenders and the Lenders to enforce any right, power or benefit under this Agreement.

(e) Notwithstanding anything to the contrary contained in this Section, the Credit Parties shall have no obligation to indemnify any Issuing Lender or any Lender in respect of any liability incurred by such Issuing Lender or such Lender arising out of the gross negligence or willful misconduct of the Issuing Lenders (including action not taken by such Issuing Lender or such Lender), as determined by a court of competent jurisdiction or pursuant to arbitration.

Section 2.18 Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to SOFR or Term SOFR, or to determine or charge interest rates based upon SOFR or Term SOFR, then, upon notice thereof by such Lender to the Borrower (through the Administrative Agent), (a) any obligation of such Lender to make or continue Term SOFR Loans or to convert Alternate Base Rate Loans to Term SOFR Loans shall be suspended, and (b) if such notice asserts the illegality of such Lender making or maintaining Alternate Base Rate Loans the interest rate on which is determined by reference to the Term SOFR component of the Alternate Base Rate, the interest rate on which Alternate Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR component of the Alternate Base Rate, in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (i) the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Term SOFR Loans of such Lender to Alternate Base Rate Loans (the interest rate on which Alternate Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR component of the Alternate Base Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Term SOFR Loan to such day, or immediately, if such Lender may not lawfully continue to maintain such Term SOFR Loan and (ii) if such notice asserts the illegality of such Lender determining or charging interest rates based upon SOFR, the Administrative Agent shall during the period of such suspension compute the Alternate Base Rate applicable to such Lender without reference to the Term SOFR component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon SOFR. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 2.17.

~~Notwithstanding any other provision of this Credit Agreement, if any Change in Law shall make it unlawful for such Lender or its LIBOR Lending Office to make or maintain LIBOR Rate Loans as contemplated by this Credit Agreement or to obtain in the interbank eurodollar market through its LIBOR Lending Office the funds with which to make such Loans, (a) such Lender shall promptly notify the Administrative Agent and the Borrower thereof, (b) the commitment of such Lender hereunder to make LIBOR Rate Loans or continue LIBOR Rate Loans as such shall forthwith be suspended until the Administrative Agent shall give notice that the condition or situation which gave rise to the suspension shall no longer exist, and (c) such Lender's Loans then outstanding as LIBOR Rate Loans, if any, shall be converted on the last day of the Interest Period for such Loans or within such earlier period as required by law as Alternate Base Rate Loans. The Borrower hereby agrees to promptly pay any Lender, upon its~~

~~demand, any additional amounts necessary to compensate such Lender for actual and direct costs (but not including anticipated profits) reasonably incurred by such Lender in making any repayment in accordance with this Section including, but not limited to, any interest or fees payable by such Lender to lenders of funds obtained by it in order to make or maintain its LIBOR Rate Loans hereunder. A certificate (which certificate shall include a description of the basis for the computation) as to any additional amounts payable pursuant to this Section submitted by such Lender, through the Administrative Agent, to the Borrower shall be conclusive in the absence of manifest error. Each Lender agrees to use reasonable efforts (including reasonable efforts to change its LIBOR Lending Office) to avoid or to minimize any amounts which may otherwise be payable pursuant to this Section; provided, however, that such efforts shall not cause the imposition on such Lender of any additional costs or legal or regulatory burdens deemed by such Lender in its sole discretion to be material.~~

Section 2.19 Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 2.14, or requires the Borrower to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.16 or 2.18, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.14, Section 2.16 or Section 2.18, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. (i) If any Lender requests compensation under Section 2.14 or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.16 or Section 2.18 and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with Section 2.19(a) or (ii) if any Lender is a Defaulting Lender or a Non-Consenting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 9.6), all of its interests, rights (other than its existing rights to payments pursuant to Section 2.14, Section 2.16 or Section 2.18) and obligations under this Agreement and the related Credit Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(A) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 9.6;

(B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in Letters of Credit, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Credit Documents (including any amounts under Section 2.15) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(C) in the case of any such assignment resulting from a claim for compensation under Section 2.14 or payments required to be made pursuant to Section 2.16 or Section 2.18, such assignment will result in a reduction in such compensation or payments thereafter;

(D) such assignment does not conflict with Requirements of Law; and

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

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

Section 2.20 Cash Collateral.

(a) Cash Collateral. At any time that there shall exist a Defaulting Lender, within one (1) Business Day following the written request of the Administrative Agent, the Issuing Lenders (with a copy to the Administrative Agent), the Borrower shall Cash Collateralize all Fronting Exposure of the Issuing Lenders with respect to such Defaulting Lender (determined after giving effect to Section 2.21(a)(iv) and Section 2.21(b) and any Cash Collateral provided by the Defaulting Lender).

(b) Grant of Security Interest. The Borrower, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grants to the Administrative Agent, for the benefit of the Administrative Agent, the Issuing Lenders and the Lenders, and agrees to maintain, a first priority security interest in all such Cash Collateral as security for the Defaulting Lenders' obligations to which such Cash Collateral may be applied pursuant to clause (c) below. If at any time the Administrative Agent or any Issuing Lender determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent as herein provided, or that the total amount of such Cash Collateral is less than the applicable Fronting Exposure, the Borrower will, promptly upon demand by the Administrative Agent or such Issuing Lender, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency (after giving effect to any Cash Collateral provided by the Defaulting Lender).

(c) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of this Section or Section 2.21 in respect of Letters of Credit, shall be held and applied to the satisfaction of the specific LOC Obligations, obligations to fund participations therein (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations for which the Cash Collateral was so provided, prior to any other application of such property as may be provided for herein.

(d) Termination of Requirement. Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or other obligations shall no longer be required to be held as Cash Collateral pursuant to this Section 2.20 and shall promptly be released to the Person providing such Cash Collateral following (i) the elimination of the applicable Fronting Exposure or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender), or (ii) the determination by the Administrative Agent or any Issuing Lender that there exists excess Cash Collateral; provided that, subject to Section 2.21, the Person providing Cash Collateral and the applicable Issuing Lenders may agree that Cash Collateral shall be held to support future anticipated Fronting Exposure or other obligations.

Section 2.21 Defaulting Lenders.

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

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders and Section 9.1.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.7 shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to the Issuing Lenders hereunder; *third*, to Cash Collateralize the Issuing Lenders' Fronting Exposure in accordance with Section 2.20; *fourth*, 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; *fifth*, if so determined by the Administrative Agent and the Borrower, to be held in a non-interest bearing deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize the Issuing Lenders' future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement in accordance with Section 2.20; *sixth*, to the payment of any amounts owing to the Lenders, the Issuing Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender or by any Issuing Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (A) such payment is a payment of the principal amount of any Loans or LOC Obligations in respect of which such Defaulting Lender has not fully funded its appropriate share and (B) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 4.2 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and LOC Obligations owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or LOC Obligations owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in LOC Obligations are held by the Lenders pro rata in accordance with the Commitments under the applicable facility without giving effect to Section 2.21(a) (iv). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.21(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees.

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

(B) Letter of Credit Fees. Each Defaulting Lender shall be entitled to receive Letter of Credit Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Revolving Commitment Percentage of the stated

amount of Letters of Credit for which it has provided Cash Collateral pursuant Section 2.20.

(C) Reallocation of Fees. With respect to any Letter of Credit Fee not required to be paid to any Defaulting Lender pursuant to clause (B) above, the Borrower shall (x) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in LOC Obligations that has been reallocated to such Non-Defaulting Lender pursuant to clause (iv) below, (y) pay to each Issuing Lender, the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such Issuing Lender' Fronting Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such fee.

(iv) Reallocation of Participations to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in LOC Obligations shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Revolving Commitment Percentage (calculated without regard to such Defaulting Lender's Revolving Commitment) but only to the extent that (x) the conditions set forth in Section 4.2 are satisfied at the time of such reallocation (and, unless the Borrower shall have otherwise notified the Administrative Agent at such time, the Borrower shall be deemed to have represented and warranted that such conditions are satisfied at such time) and (y) such reallocation does not cause the aggregate Committed Funded Exposure of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's Revolving Commitment. Subject to Section 9.27, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) Cash Collateral. If the reallocation described in clause (iv) above cannot, or can only partially, be effected, the Borrower shall, without prejudice to any right or remedy available to it hereunder or under law, Cash Collateralize the Issuing Lenders' Fronting Exposure in accordance with the procedures set forth in Section 2.20.

(b) Defaulting Lender Cure. If the Borrower, the Administrative Agent and the Issuing Lenders agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit to be held on a pro rata basis by the Lenders in accordance with their Revolving Commitment Percentages (without giving effect to Section 2.21(a)(iv)), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

(c) New Letters of Credit. So long as any Lender is a Defaulting Lender, no Issuing Lender shall be required to issue, extend, renew or increase any Letter of Credit unless it is reasonably satisfied that it will have no Fronting Exposure after giving effect thereto.

Section 2.22 Incremental Facilities.

(a) Subject to the terms and conditions set forth herein and so long as no Default or Event of Default has occurred and is continuing, the Borrower shall have the right, at any time and from time to time prior to the Maturity Date, to incur additional Indebtedness under this Credit Agreement in the form of (i) one or more increases to the Revolving Committed Amount (each an "Increased Revolver Commitment") which shall constitute one and the same Facility as the existing Revolving Commitments ~~or (ii~~, (ii) one or more increases to the Term Loan Committed Amount which shall constitute one and the same Facility as the existing Term Loan Commitments (each an "Increased Term Loan Commitment") or (iii) one or more commitments (each, an "Incremental Facility Commitment", and together with the Increased Revolver Commitments and the Increased Term Loan Commitment, the "Incremental Commitments") for additional term loan facilities which shall constitute a new Facility as provided in Section 2.22(d) below (an "Incremental Facility~~,~~", and the loans thereunder, "Incremental Loans"), ~~up to a maximum aggregate amount of Incremental Commitments not to exceed $400,000,000~~in an aggregate principal amount such that, on a Pro Forma Basis after giving effect to such Incremental Commitments (and treating any Incremental Commitments being so incurred as fully drawn for the purposes of such calculation), the Borrower is in compliance with the financial covenants set forth in Section 5.09; provided that, if the Collateral Event has occurred, the aggregate amount of all Incremental Commitments shall not exceed at the time any such Incremental Commitments are entered into the sum of (x) the greater of (~~x) $400,000,000 and~~i) $290,000,000 and (ii) 100% of Consolidated EBITDA, plus (y) an amount such that, on a Pro Forma Basis after giving effect to such Incremental Commitments (and assuming such Incremental Commitments are fully drawn and/or funded, as applicable, and applied for the purpose intended) the Consolidated Secured Net Leverage Ratio does not exceed 3.00 to ~~1.00; provided, further, that no Incremental Commitments shall be permitted from the Amendment No. 3 Effective Date through September 30, 2021.~~1.00.

(b) The following terms and conditions shall apply to each Increased Revolver Commitment: (i) Obligations thereunder shall constitute Credit Party Obligations and will be guaranteed (and secured, to the extent applicable) with the other Credit Party Obligations on a pari passu basis and will not be guaranteed by any obligor or secured by any assets that do not guarantee or secure, respectively, the Credit Party Obligations, (ii) each Increased Revolver Commitment shall have the same terms (including interest rate and maturity date but other than with respect to any upfront fees) as the existing Revolving Commitments, (iii) each Increased Revolver Commitment shall be entitled to the same voting rights as the existing Revolving Commitments, voting as one class, and shall be entitled to receive a pro rata share of proceeds of prepayments on the same basis as the existing Revolving Loans and shall be considered an increase to the existing Revolving Commitments, (iv) each Increased Revolver Commitment shall be obtained from existing Lenders or from other banks, financial institutions or Funds, in each case in accordance with the terms set forth below, (v) the proceeds of all Loans thereunder will be used for the purposes set forth in Section 3.11, (vi) the Borrower shall execute a Note in favor of any new Lender or any existing Lender requesting a Note whose Revolving Commitment is increased, (vii) on the effective date of each such increase, the conditions to Extensions of Credit in Section 4.2 shall have been satisfied, (viii) each such Increased Revolver Commitment shall be in a minimum amount of $5,000,000 (and $1,000,000 increments in excess thereof), and (ix) the Administrative Agent shall have received from the Borrower (A) resolutions, legal opinions and other corporate authority documents reasonably requested by the Administrative Agent, substantially the same in form and substance as those delivered on the Closing Date pursuant to Section 4.1 and (B) updated financial projections and an officer's certificate, in each case in form and substance reasonably satisfactory to the Administrative Agent, demonstrating that, after giving effect to such Increased Revolver Commitment and any borrowings thereunder and the application thereof on a Pro Forma Basis, the Credit Parties will be in compliance with the financial covenants set forth in Section 5.9 (provided that for purposes of this clause (b) the applicable Consolidated Net Leverage Ratio shall be 4.50 to 1.00 for any fiscal quarter and, if the Collateral Event has occurred, the condition in the proviso set forth in Section 2.22(a)) and no Default or Event of Default shall exist. Any new banks, financial institutions and Funds that become Revolving Lenders that were not previously Lenders

hereunder shall enter into such joinder agreements to give effect thereto as the Administrative Agent may reasonably request. In connection with the closing of any Increased Revolver Commitment, the outstanding Revolving Loans and Participation Interests shall be reallocated by causing such fundings and repayments (which shall not be subject to any processing and/or recordation fees) among the Revolving Lenders (with the Borrower responsible for any costs arising under Section 2.15 resulting from such reallocation and repayments) of Revolving Loans as necessary such that, after giving effect to such Increased Revolver Commitments, each Revolving Lender will hold Revolving Loans and Participation Interests based on its Revolving Commitment Percentage (after giving effect to such Increased Revolver Commitments).

(c) The following terms and conditions shall apply to each Term Loan issued pursuant to an Increased Term Loan Commitment (each, an "Increased Term Loan"): (i) Obligations thereunder shall constitute Credit Party Obligations and will be guaranteed (and secured, to the extent applicable) with the other Credit Party Obligations on a pari passu basis, (ii) each Increased Term Loan shall have the same terms (including interest rate and maturity date) as the existing Term Loans, (iii) each Increased Term Loan shall be entitled to the same voting rights as the existing Term Loans, voting as one class, and shall be entitled to receive a pro rata share of proceeds of prepayments on the same basis as the existing Term Loans and shall be considered an increase to the existing Term Loans, (iv) each Increased Term Loan Commitment shall be obtained from existing Lenders or from other banks, financial institutions or Funds, in each case in accordance with the terms set forth below, (v) the proceeds of each Increased Term Loan thereunder will be used for the purposes set forth in Section 3.11, (vi) the Borrower shall execute a Note in favor of any new Lender or any existing Lender requesting a Note whose Term Loan Commitment is increased, (vii) on the date of incurrence of the Increased Term Loan, the conditions to Extensions of Credit in Section 4.2 shall have been satisfied, (viii) each Increased Term Loan Commitment shall be in a minimum amount of $5,000,000 (and $1,000,000 increments in excess thereof), (ix) proper adjustment to the remaining amortization installments pursuant to Section 2.2(b) shall be made and (x) the Administrative Agent shall have received from the Borrower (A) resolutions, legal opinions and other corporate authority documents reasonably requested by the Administrative Agent, substantially the same in form and substance as those delivered on the Closing Date pursuant to Section 4.1 and (B) updated financial projections and an officer's certificate, in each case in form and substance reasonably satisfactory to the Administrative Agent, demonstrating that, after giving effect to the borrowing of such Increased Term Loan and the application thereof on a Pro Forma Basis, the Credit Parties will be in compliance with the financial covenants set forth in Section 5.9 (and, if the Collateral Event has occurred, the condition in the proviso set forth in Section 2.22(a)) and no Default or Event of Default shall exist. Any new banks, financial institutions and Funds that become Term Loan Lenders that were not previously Lenders hereunder shall enter into such joinder agreements to give effect thereto as the Administrative Agent may reasonably request. In connection with the closing of any Increased Term Loan, the outstanding Term Loans shall be reallocated by causing such fundings and repayments (which shall not be subject to any processing and/or recordation fees) among the Term Loan Lenders (with the Borrower responsible for any costs arising under Section 2.15 resulting from such reallocation and repayments) of Term Loans as necessary such that, after giving effect to such Increased Term Loans, each Term Loan Lender will hold Term Loans based on its Term Loan Commitment Percentage (after giving effect to such Increased Term Loan Commitments).

(d) ~~(c)~~ The following terms and conditions shall apply to each Incremental Facility: (i) Obligations thereunder shall constitute Credit Party Obligations and will be guaranteed (and secured, to the extent applicable) with the other Credit Party Obligations on a pari passu basis and will not be guaranteed by any obligor or secured by any assets that do not guarantee or secure, respectively, the Credit Party Obligations, (ii) each Incremental Facility shall otherwise have terms (including pricing terms) to be agreed by the Borrower and the Lenders providing the Incremental Commitments (the "Incremental Lenders") subject to the following parameters: (A) no Incremental Facility shall mature prior to the Maturity Date applicable to the Revolving Loans or the Term Loan, (B) mandatory prepayments customary for a term loan (which for the avoidance of doubt may include prepayments with the proceeds of non-ordinary course asset sales and "excess cash flow" (to be defined in a manner satisfactory to the Borrower and the

Administrative Agent)) may be included on then-market terms, and (C) all terms of any Incremental Facility not set forth herein, if not consistent with the existing Term Loans, shall be reasonably satisfactory to the Administrative Agent, (iii) each Incremental Facility shall constitute a separate Facility hereunder, and shall be incorporated into the Credit Documents such that the Incremental Lenders have similar rights and privileges to the Revolving Lenders and Term Loan Lenders, (iv) each Incremental Facility shall be obtained from existing Lenders or from other banks, financial institutions or Funds, in each case in accordance with the terms set forth below; provided that any Lender or any Incremental Lender offered or approached to provide all or a portion of any Incremental Facility Commitment may elect or decline, in its sole discretion, to provide such Incremental Facility Commitment, (v) the proceeds of each Incremental Facility will be used for the purposes set forth in Section 3.11, (vi) the Borrower shall execute a Note in favor of any Incremental Lender requesting a Note representing its Loans under the Incremental Facility, (vii) on the date of incurrence of the Incremental Loans, the conditions to Extensions of Credit in Section 4.2 shall have been satisfied, (viii) each such commitment for an Incremental Facility shall be in a minimum amount of $5,000,000 (and $1,000,000 increments in excess thereof), and (ix) the Administrative Agent shall have received from the Borrower (A) resolutions, legal opinions and other corporate authority documents reasonably requested by the Administrative Agent, substantially the same in form and substance as those delivered on the Closing Date pursuant to Section 4.1 and (B) updated financial projections and an officer's certificate, in each case in form and substance reasonably satisfactory to the Administrative Agent, demonstrating that, after giving effect to the borrowing of such Incremental Loans and the application thereof on a Pro Forma Basis, the Credit Parties will be in compliance with the financial covenants set forth in Section 5.9 (provided that for purposes of this clause (c) the applicable Consolidated Net Leverage Ratio shall be 4.50 to 1.00 for any fiscal quarter and, if the Collateral Event has occurred, the condition in the proviso set forth in Section 2.22(a)) and no Default or Event of Default shall exist. All Incremental Lenders shall enter into such joinder agreements to give effect thereto as the Administrative Agent may reasonably request.

(e) ~~(d)~~ Notwithstanding anything to the contrary in Section 9.1 or elsewhere in this Credit Agreement, the Administrative Agent is authorized to enter into, on behalf of the Lenders, any amendment to this Credit Agreement or any other Credit Document as may be necessary solely to incorporate the terms of each Increased Revolver Commitment, Increased Term Loan or Incremental Facility therein. For the avoidance of doubt, such amendments may provide for, among other things, the incorporation of such Incremental Facility into the definitions of "Required Lenders", "Required Facility Lenders", "Commitment Percentage", and similar terms and sections of this Credit Agreement on a similar basis to each other existing Facility, and may provide for sharing of payments and inclusion in the waterfall, and the inclusion of customary provisions for a term loan throughout the Credit Documents.~~.~~

(f) ~~(e)~~ Upon executing the joinder documentation requested by the Administrative Agent, each bank, financial institution or other entity committing to be a new Term Loan Lender, Revolving Lender or Incremental Lender shall become a Lender for all purposes and to the same extent as if originally a party hereto and shall be bound by and entitled to the benefits of this Agreement and the other Credit Documents, and shall benefit equally and ratably from the Guarantees and security interests (if applicable) created by the Security Documents, if any; provided that any Lender offered or approached to provide all or a portion of any Increased Revolver Commitment may elect or decline, in its sole discretion, to provide such Increased Revolver Commitments.

Section 2.23 Inability to Determine Rates.

(a) If in connection with any request for a Term SOFR Loan or a conversion of Alternate Base Rate Loans to Term SOFR Loans or a continuation of any of such Loans, as applicable, (i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (A) no Successor Rate has been determined in accordance with Section 2.23(b), and the circumstances under clause (i) of Section 2.23(b) or the Scheduled Unavailability Date has occurred, or (B) adequate and reasonable means do not otherwise exist for determining Term SOFR for any requested Interest Period with

respect to a proposed Term SOFR Loan or in connection with an existing or proposed Alternate Base Rate Loan, or (ii) the Administrative Agent or the Required Lenders determine that for any reason that Term SOFR for any requested Interest Period with respect to a proposed Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Borrower and each Lender.

(i) Thereafter, (x) the obligation of the Lenders to make or maintain Term SOFR Loans, or to convert Alternate Base Rate Loans to Term SOFR Loans, shall be suspended (to the extent of the affected Term SOFR Loans or Interest Periods), and (y) in the event of a determination described in the preceding sentence with respect to the Term SOFR component of the Alternate Base Rate, the utilization of the Term SOFR component in determining the Alternate Base Rate shall be suspended, in each case until the Administrative Agent (or, in the case of a determination by the Required Lenders described in clause (ii) of this Section 2.23(a), until the Administrative Agent upon instruction of the Required Lenders) revokes such notice.

(ii) Upon receipt of such notice, (i) the Borrower may revoke any pending request for a borrowing of, or conversion to, or continuation of Term SOFR Loans (to the extent of the affected Term SOFR Loans or Interest Periods) or, failing that, will be deemed to have converted such request into a request for a borrowing of Alternate Base Rate Loans in the amount specified therein and (ii) any outstanding Term SOFR Loans shall be deemed to have been converted to Alternate Base Rate Loans immediately at the end of their respective applicable Interest Period.

(b) Notwithstanding anything to the contrary in this Agreement or any other Credit Documents, if the Administrative Agent determines (which determination shall be conclusive absent manifest error), or the Borrower or Required Lenders notify the Administrative Agent (with, in the case of the Required Lenders, a copy to the Borrower) that the Borrower or Required Lenders (as applicable) have determined, that:

(i) adequate and reasonable means do not exist for ascertaining any requested Interest Period, including, without limitation, because the Term SOFR Screen Rate is not available or published on a current basis and such circumstances are unlikely to be temporary; or

(ii) CME or any successor administrator of the Term SOFR Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent or such administrator with respect to its publication of Term SOFR, in each case acting in such capacity, has made a public statement identifying a specific date after which one month, three month and six month interest periods of Term SOFR or the Term SOFR Screen Rate shall or will no longer be made available, or permitted to be used for determining the interest rate of U.S. dollar denominated syndicated loans, or shall or will otherwise cease, provided that, at the time of such statement, there is no successor administrator that is satisfactory to the Administrative Agent, that will continue to provide such interest periods of Term SOFR after such specific date (the latest date on which one month, three month and six month interest periods of Term SOFR or the Term SOFR Screen Rate are no longer available permanently or indefinitely, the "Scheduled Unavailability Date");

then, on a date and time determined by the Administrative Agent, which date shall be at the end of an Interest Period or on the relevant interest payment date, as applicable, for interest calculated and, solely with respect to clause (ii) above, no later than the Scheduled Unavailability Date, Term SOFR will be replaced hereunder and under any Credit Document with Daily Simple SOFR *plus* the SOFR Adjustment for any payment period for interest calculated that can be determined by the Administrative Agent, in each case, without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document (the "Successor Rate").

If the Successor Rate is Daily Simple SOFR plus the SOFR Adjustment, all interest payments will be payable on a quarterly basis.

The Administrative Agent will promptly (in one or more notices) notify the Borrower and each Lender of the implementation of any Successor Rate.

Any Successor Rate shall be applied in a manner consistent with market practice; provided that to the extent such market practice is not administratively feasible for the Administrative Agent, such Successor Rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent.

Notwithstanding anything else herein, if at any time any Successor Rate as so determined would otherwise be less than 0.0%, the Successor Rate will be deemed to be 0.0% for the purposes of this Agreement and the other Credit Documents.

In connection with the implementation of a Successor Rate, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Borrower and the Lenders reasonably promptly after such amendment becomes effective.

For purposes of this Section 2.23, those Lenders that either have not made, or do not have an obligation under this Agreement to make, the relevant Loans in Dollars shall be excluded from any determination of Required Lenders.

Section 2.24 General Payment Provisions.

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 have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. With respect to any payment that the Administrative Agent makes for the account of the Lenders hereunder as to which the Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment referred to as the "Rescindable Amount"): (1) the Borrower have not in fact made such payment; (2) the Administrative Agent has made a payment in excess of the amount so paid by the Borrower (whether or not then owed); or (3) the Administrative Agent has for any reason otherwise erroneously made such payment; then each of the Lenders, severally agrees to repay to the Administrative Agent within one (1) Business Day the Rescindable Amount so distributed to such Lender, in immediately available funds 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 Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender with respect to any amount owing under this clause (b) shall be conclusive, absent manifest error.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

To induce the Lenders to enter into this Agreement and to make Loans and to issue, extend, renew or participate in Letters of Credit, in each case as herein provided for, the Credit Parties hereby represent and warrant to the Administrative Agent and to each Lender that:

Section 3.1 Financial Condition.

(a) (i) The audited Consolidated financial statements of the Borrower and its Consolidated Subsidiaries for the fiscal years ended December 31, ~~2014, 2015~~2018, 2019 and ~~2016~~2020 set forth in the Borrower's annual report on Form 10-K for the fiscal year ended December 31, ~~2016~~2020 and (ii) the unaudited Consolidated financial statements of the Borrower and its Consolidated Subsidiaries for the year-to-date period ended on ~~June~~September 30, ~~2017~~2021 set forth in the Borrower's quarterly report on Form 10-Q for the period ended ~~June~~September 30, ~~2017~~2021:

(A) were prepared in accordance with GAAP consistently applied throughout the periods covered thereby, except as otherwise expressly noted therein;

(B) fairly present in all material respects the financial condition of the Borrower and its Consolidated Subsidiaries as of the dates thereof (subject, in the case of the unaudited financial statements, to normal year-end adjustments) and results of operations for the period covered thereby; and

(C) reflect in accordance with GAAP all material Indebtedness and other liabilities, direct or contingent, of the Borrower and its Consolidated Subsidiaries, as applicable, as of the date thereof, including liabilities for taxes, material commitments and contingent obligations.

(b) The five-year projections of the Borrower and its Consolidated Subsidiaries delivered to the Lenders on or prior to the ~~Closing~~Amendment No. 4 Effective Date have been prepared in good faith based upon reasonable assumptions.

Section 3.2 No Material Adverse Effect.

Since December 31, ~~2016~~ 2020 (and, in addition, after delivery of annual audited financial statements in accordance with Section 5.1(a), from the date of the most recently delivered annual audited financial statements), there has been no development or event which has had or could reasonably be expected to have a Material Adverse Effect.

Section 3.3 Corporate Existence; Compliance with Law.

Each of the Credit Parties (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, organization or formation, (b) except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, has the requisite power and authority and the legal right to own and operate all its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged and has taken all actions necessary to maintain all rights, privileges, licenses and franchises necessary or required in the normal conduct of its business, (c) is duly qualified to conduct business and in good standing under the laws of each other jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification except to the extent that the failure to so qualify or be in good standing in any such other

jurisdiction could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect and (d) is in compliance with all Requirements of Law, organizational documents, government permits and government licenses except to the extent such non-compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Credit Party has any oral or written operating agreement (or other similar document) which regulates the affairs of such Credit Party, the conduct of its business, establishes duties and/or governs the relations among any member, manager and such Credit Party, other than such documents as have been previously delivered to the Administrative Agent.

Section 3.4 Corporate Power; Authorization; Enforceable Obligations.

Each of the Credit Parties has full power and authority and the legal right to make, deliver and perform the Credit Documents to which it is party and has taken all necessary limited liability company, partnership or corporate action to authorize the execution, delivery and performance by it of the Credit Documents to which it is party. Each Credit Document to which it is a party has been duly executed and delivered on behalf of each Credit Party. Each Credit Document to which it is a party constitutes a legal, valid and binding obligation of each Credit Party, enforceable against such Credit Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

Section 3.5 No Legal Bar; No Default.

The execution, delivery and performance by each Credit Party of the Credit Documents to which such Credit Party is a party, the borrowings thereunder and the use of the proceeds of the Loans (a) will not violate in any material respect any Requirement of Law (except those as to which waivers or consents have been obtained), (b) will not conflict with, result in a breach of or constitute a default under (i) the articles of incorporation, bylaws, articles of organization, operating agreement or other organization documents of the Credit Parties or (ii) any Material Contract to which such Person is a party or by which any of its properties may be bound or any material approval or material consent from any Governmental Authority relating to such Person (except those as to which waivers or consents have been obtained) which conflict, breach or default in any such case in this clause (ii) could reasonably be expected to have a Material Adverse Effect, and (c) will not result in, or require, the creation or imposition of any Lien on any Credit Party's properties or revenues pursuant to any Requirement of Law, the articles of incorporation, bylaws, articles of organization, operating agreement or other organization documents of such Credit Party or Contractual Obligation other than the Liens arising under or contemplated in connection with the Credit Documents or Permitted Liens. No Credit Party is in default under or with respect to any of its Material Contracts in any material respect. No Default or Event of Default has occurred and is continuing.

Section 3.6 No Material Litigation.

No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or Governmental Authority is pending or, to the actual knowledge of the Responsible Officers of the Borrower, threatened (in writing) by or against any Credit Party or any of its Subsidiaries or against any of its or their respective properties or revenues (a) with respect to the Credit Documents or any Extension of Credit or any of the transactions contemplated hereby, or (b) which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. No permanent injunction, temporary restraining order or similar decree has been issued against any Credit Party or any of its Subsidiaries which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 3.7 Investment Company Act; etc.

No Credit Party is an "investment company," or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended. No Credit Party is subject to regulation under the Federal Power Act, the Interstate Commerce Act, the Public Utility Holding Company Act of 2005 or any federal or state statute or regulation limiting its ability to incur the Credit Party Obligations.

Section 3.8 Margin Regulations.

No part of the proceeds of any Extension of Credit hereunder will be used directly or indirectly for any purpose that violates, or that would require any Lender to make any filings in accordance with, the provisions of Regulation T, U or X of the Board of Governors of the Federal Reserve System as now and from time to time hereafter in effect. The Credit Parties and their Subsidiaries (a) are not engaged, principally or as one of their important activities, in the business of extending credit for the purpose of "purchasing" or "carrying" "margin stock" within the respective meanings of each of such terms under Regulation U and (b) taken as a group do not own "margin stock" except as identified in the financial statements referred to in Section 3.1 or delivered pursuant to Section 5.1 and the aggregate value of all "margin stock" owned by the Credit Parties and their Subsidiaries taken as a group does not exceed 25% of the value of their assets.

Section 3.9 ERISA.

Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect:

(a) Neither a Reportable Event nor an "accumulated funding deficiency" (within the meaning of Section 412 of the Code or Section 302 of ERISA) has occurred during the five-year period prior to the date on which this representation is made or deemed made with respect to any Plan, and each Plan has complied in all material respects with the applicable provisions of ERISA and the Code.

(b) No termination of a Single Employer Plan has occurred resulting in any liability that has remained underfunded, and no Lien in favor of the PBGC or a Plan has arisen, during such five-year period.

(c) The present value of all accrued benefits under each Single Employer Plan (based on those assumptions used to fund such Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Plan allocable to such accrued benefits.

(d) Neither any Credit Party nor any Commonly Controlled Entity is currently subject to any liability for a complete or partial withdrawal from a Multiemployer Plan.

Section 3.10 Environmental Matters.

Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect:

(a) To the actual knowledge of the Responsible Officers of the Borrower, the facilities and properties owned, leased or operated by the Credit Parties or any of their Subsidiaries (the "Properties") do not contain any Materials of Environmental Concern in amounts or

concentrations which (i) constitute a violation of, or (ii) could give rise to liability on behalf of any Credit Party under, any Environmental Law.

(b) To the actual knowledge of the Responsible Officers of the Borrower, the Properties and all operations of the Credit Parties and/or their Subsidiaries at the Properties are in compliance, and have in the last five years been in compliance, with all applicable Environmental Laws, and there is no contamination at, under or about the Properties or violation of any Environmental Law with respect to the Properties or the business operated by the Credit Parties or any of their Subsidiaries (the "Business").

(c) Neither the Credit Parties nor their Subsidiaries have received any written or actual notice of violation, alleged violation, non-compliance, liability or potential liability on behalf of any Credit Party with respect to environmental matters or Environmental Laws regarding any of the Properties or the Business, nor do the Responsible Officers of the Borrower have actual knowledge or reason to believe that any such notice will be received or is being threatened.

(d) To the actual knowledge of the Responsible Officers of the Borrower, Materials of Environmental Concern have not been transported or disposed of from the Properties in violation of, or in a manner or to a location that could give rise to liability on behalf of any Credit Party under any Environmental Law, and no Materials of Environmental Concern have been generated, treated, stored or disposed of at, on or under any of the Properties in violation of, or in a manner that could give rise to liability on behalf of any Credit Party under, any applicable Environmental Law.

(e) No judicial proceeding or governmental or administrative action is pending or, to the actual knowledge of the Responsible Officers of the Borrower, threatened, under any Environmental Law to which any Credit Party or any Subsidiary is or will be named as a party with respect to the Properties or the Business, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding under any Environmental Law with respect to the Properties or the Business.

(f) To the actual knowledge of the Responsible Officers of the Borrower, there has been no release or threat of release of Materials of Environmental Concern at or from the Properties, or arising from or related to the operations of any Credit Party or any Subsidiary in connection with the Properties or otherwise in connection with the Business, in violation of or in amounts or in a manner that could give rise to liability on behalf of any Credit Party under Environmental Laws.

Notwithstanding anything set forth in this Section 3.10, the term "Properties" shall not include any hospital or other medical facility at which a Credit Party or its Subsidiaries provides services unless such facility is owned or leased by a Credit Party or its Subsidiaries.

Section 3.11 Use of Proceeds.

The proceeds of the Extensions of Credit shall be used by the Borrower solely (a) to refinance the Borrower's existing 6.250% Senior Notes due 2027, (b) to refinance the Existing Credit Agreement, (~~b~~c) to pay any costs, fees and expenses associated with this Agreement on the ~~Closing~~Amendment No. 4 Effective Date and (~~c~~d) for working capital and other general corporate purposes of the Credit Parties and their Subsidiaries (including, without limitation, Permitted Acquisitions and Restricted Payments).

Section 3.12 Subsidiaries; Joint Ventures; Partnerships.

Set forth on Schedule 3.12 is (a) the exact legal name of each Credit Party, the state of incorporation or organization, the chief executive office, the principal place of business, the jurisdictions in which the Credit Parties are qualified to do business, the federal tax identification number and organization identification number of each of the Credit Parties as of the ~~Closing~~Amendment No. 4 Effective Date (and for the four (4) months prior to the ~~Closing~~Amendment No. 4 Effective Date) and (b) a complete and accurate list of all Subsidiaries, joint ventures and partnerships of the Credit Parties as of the ~~Closing~~Amendment No. 4 Effective Date and as of the last date such Schedule was required to be updated in accordance with Section 5.2. Information on the attached Schedule includes the following: (a) the percentage of outstanding shares of each class of Equity Interest owned by the Credit Parties and their Subsidiaries and (b) the name and address of each Equity Holder that owns, directly or indirectly, Equity Interests in any Subsidiary of the Borrower. The outstanding Equity Interest and other equity interests of all such Subsidiaries is validly issued, fully paid and non-assessable and is owned free and clear of all Liens.

Section 3.13 Ownership.

Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect:

(a) Each of the Credit Parties and its Subsidiaries is the owner of, and has good and marketable title to or a valid leasehold interest in, all of its respective assets, which, together with assets leased or licensed by the Credit Parties and their Subsidiaries, represents all assets in the aggregate material to the conduct of the business of the Credit Parties and their Subsidiaries, and (after giving effect to the Transactions) none of such assets is subject to any Lien other than Permitted Liens.

(b) Each Credit Party and its Subsidiaries enjoys peaceful and undisturbed possession under all of its leases and all such leases are valid and subsisting and in full force and effect.

Section 3.14 Taxes.

Each of the Credit Parties and its Subsidiaries has filed, or caused to be filed, all income Tax returns and all other material Tax returns (federal, state, local and foreign) required to be filed and paid (a) all amounts of taxes shown thereon to be due (including interest and penalties) and (b) all other material Taxes, fees, assessments and other governmental charges (including mortgage recording Taxes, documentary stamp Taxes and intangibles Taxes) owing by it, except for such Taxes (i) that are not yet delinquent or (ii) that are being contested in good faith and by proper proceedings, and against which adequate reserves are being maintained in accordance with GAAP. Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, none of the Credit Parties or their Subsidiaries is aware as of the ~~Closing~~Amendment No. 4 Effective Date of any proposed Tax assessments against it or any of its Subsidiaries.

Section 3.15 Solvency.

After giving effect to the Transactions, (a) the Credit Parties taken as a whole are solvent and are able to pay their debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, and (b) the fair saleable value of the Credit Parties' assets taken as a whole, measured on a going concern basis, exceeds all probable liabilities, including those to be incurred pursuant to this Agreement. After giving effect to the Transactions, none of the Credit Parties (i) has unreasonably

small capital in relation to the business in which it is or proposes to be engaged or (ii) has incurred, or believes that it will incur debts beyond its ability to pay such debts as they become due. In executing the Credit Documents and consummating the Transactions, none of the Credit Parties intends to hinder, delay or defraud either present or future creditors or other Persons to which one or more of the Credit Parties is or will become indebted.

Section 3.16 No Burdensome Restrictions.

None of the Credit Parties or their Subsidiaries is a party to any agreement or instrument or subject to any other obligation or any charter or corporate restriction or any provision of any applicable law, rule or regulation which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 3.17 Brokers' Fees.

None of the Credit Parties or their Subsidiaries has any obligation to any Person in respect of any finder's, broker's, investment banking or other similar fee in connection with any of the transactions contemplated under the Credit Documents other than the closing and other fees payable pursuant to this Agreement and as set forth in the Fee Letters.

Section 3.18 Labor Matters.

Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, there are no collective bargaining agreements or Multiemployer Plans covering the employees of the Credit Parties or any of their Subsidiaries as of the Closing Date, other than as set forth in Schedule 3.18 hereto, and none of the Credit Parties or their Subsidiaries (a) has suffered any strikes, walkouts, work stoppages or other material labor difficulty within the last five years, other than as set forth in Schedule 3.18 hereto, or (b) has knowledge of any potential or pending strike, walkout or work stoppage. Other than as set forth on Schedule 3.18, no unfair labor practice complaint is pending against any Credit Party or any of its Subsidiaries that could reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, there are no strikes, walkouts, work stoppages or other material labor difficulty pending or threatened against any Credit Party.

Section 3.19 Accuracy and Completeness of Information.

All written factual information (other than (i) any projections, (ii) other forward-looking information and (iii) information of a general economic or industry nature) concerning any Credit Party and its Subsidiaries and the transactions contemplated by the Credit Documents heretofore, contemporaneously or hereafter furnished by or on behalf of any Credit Party or any of its Subsidiaries to the Administrative Agent, the Arrangers or any Lender for purposes of or in connection with this Agreement or any other Credit Document, or any transaction contemplated hereby or thereby, when taken as a whole, is or, in the case of such information furnished after the date hereof, will be, true and accurate in all material respects and not incomplete by omitting to state any material fact necessary to make such information in light of the circumstances in which such information is provided not materially misleading, in each case, after giving effect to all supplements and updates thereto from time to time prior to the date this representation is made; provided, that with respect to projected financial information, the Credit Parties represent only that such information was prepared in good faith on assumptions believed to be reasonable at the time made and are not to be viewed as facts and are subject to significant uncertainties and contingencies many of which are beyond your control, that no assurance can be given that any projections will be realized and actual results may vary materially from the projected financial information.

Section 3.20 Material Contracts.

Each Material Contract is, and after giving effect to the Transactions will be, in full force and effect in accordance with the terms thereof.

Section 3.21 Insurance.

The insurance coverage of the Credit Parties and their Subsidiaries is outlined as to carrier, policy number, expiration date, type and amount on Schedule 3.21 as of the Closing Date and as of the last date such Schedule was required to be updated in accordance with Section 5.2 and such insurance coverage complies with the requirements set forth in Section 5.5(b).

Section 3.22 Intellectual Property Matters.

Except as could not reasonably be expected to have a Material Adverse Effect, the Credit Parties and their Subsidiaries own, or possess the right to use, all of the Intellectual Property, trade names, franchises, licenses and other intellectual property rights (collectively, "IP Rights") that are reasonably necessary for the operation of their respective businesses as now conducted by them in all material respects, without infringement of the rights of any other Person. To the actual knowledge of the Responsible Officers of the Borrower, no slogan or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by any Credit Party or any Subsidiary infringes in any material respect upon any rights held by any other Person. No event has occurred which permits, or after the notice or lapse of time or both would permit, the revocation or termination of any such license, franchise or other right or which affects the rights of any of the Credit Parties or any of their Subsidiaries thereunder which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the foregoing is pending or, to the best knowledge of each Credit Party, threatened (in writing), which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. No representation is made in this Section 3.22 regarding "shrink wrap" or "off the shelf" software, or software embedded in commercially available electronic hardware.

Section 3.23 Classification of Senior Indebtedness.

The Credit Party Obligations constitute "Senior Indebtedness," "Designated Senior Indebtedness" or any similar designation under and as defined in any agreement governing any Subordinated Debt and the subordination provisions set forth in each such agreement are legally valid and enforceable against the parties thereto.

Section 3.24 Anti-Corruption Laws and Sanctions.

The Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Borrower, its Subsidiaries and their respective officers and employees and to the knowledge of the Borrower its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects and are not knowingly engaged in any activity that would reasonably be expected to result in the Borrower being designated as a Sanctioned Person. None of (a) the Borrower, any Subsidiary or any of their respective directors, officers or 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 credit facility established hereby, is a Sanctioned Person. No Loan or Letter of Credit, use of proceeds or other transaction contemplated by the Credit Agreement will violate Anti-Corruption Laws or applicable Sanctions.

Section 3.25 Consent; Governmental Authorizations.

No approval, consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person (including any Equity Holder) is required in connection with acceptance of Extensions of Credit by the Borrower or the making of the Guaranty hereunder or with the execution, delivery or performance of any Credit Document by the Credit Parties (other than those which have been obtained) or with the validity or enforceability of any Credit Document against the Credit Parties.

Section 3.26 Healthcare Representations and Warranties.

(a) Reports; Audits. Except for matters that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect: (i) as applicable, the Credit Parties have timely filed or caused to be timely filed, all cost reports and other reports of every kind whatsoever required by law or by written contracts or otherwise to have been filed or made with respect to such Credit Party's business and operations; (ii) there are no claims, actions or appeals pending (and each Credit Party has not filed any claims or reports which should result in any such claims, actions or appeals) before any commission, board or agency, including, without limitation, any intermediary or carrier, the Provider Reimbursement Review Board or the Administrator of CMS, with respect to cost reports or claims filed by any Credit Party under any Government Reimbursement Program, or any disallowance by any commission, board or agency in connection with any audit of such cost reports or claims; and (iii) no validation review or program integrity review related to any Credit Party, or the consummation of the transactions contemplated in the Credit Documents, have been conducted by any commission, board or agency in connection with any Government Reimbursement Program, and to the actual knowledge of the Responsible Officers of the Borrower, no such reviews are scheduled, pending or threatened against or affecting any Credit Party, any Credit Party's employees or agents, or the consummation of the transactions contemplated hereby.

(b) Compliance With Health Care Laws. Each Credit Party is in compliance with all applicable Healthcare Laws except where the failure to comply, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. To the extent applicable to each Credit Party, each Credit Party has maintained in all material respects all records required to be maintained by the Joint Commission, Government Reimbursement Programs, and the Healthcare Laws, and, to the actual knowledge of the Responsible Officers of the Borrower, there are no presently existing circumstances which could reasonably be expected to constitute or result in a violation of any Healthcare Law, in each case that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. To the actual knowledge of the Responsible Officers of the Borrower, no Credit Party is currently subject to any federal, state, local governmental or private payor civil or criminal inspections, investigations, inquiries or audits involving and/or related to its activities or compliance with Healthcare Laws, except for audits and inspections that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as could not reasonably be expected to have a Material Adverse Effect, no Credit Party: (i) has had a civil monetary penalty assessed against it pursuant to 42 U.S.C. §1320a-7a; (ii) has been excluded from participation in a Federal Health Care Program (as that term is defined in 42 U.S.C. §1320a-7b); (iii) has been convicted (as that term is defined in 42 C.F.R. §1001.2) of any of those offenses described in 42 U.S.C. §1320a-7b or 18 U.S.C. §§669, 1035, 1347, 1518; or (iv) to the actual knowledge of the Responsible Officers of the Borrower, is involved or named in a U.S. Attorney complaint made or any other action taken pursuant to the False Claims Act under 31 U.S.C. §§3729-3731 or qui tam action brought pursuant to 31 U.S.C. §3729 *et seq*.

(c) Licenses, Permits, and Certifications. Each Credit Party has, and to the actual knowledge of one or more Responsible Officers of the Borrower, each Equity Holder has, such permits, licenses, franchises, certificates and other approvals or authorizations of Governmental Authorities as are necessary under applicable law or regulations to own its properties and to conduct its business and to submit claims for and receive reimbursement under all applicable Government Reimbursement Programs and Private

Payor Arrangements (including without limitation such permits as are required under Healthcare Laws and under such HMO or similar licensure laws and such insurance laws and regulations, as are applicable thereto) other than such failures as could not reasonably be expected to have a Material Adverse Effect. Each Credit Party has, and to the actual knowledge of one or more Responsible Officers of the Borrower, each Equity Holder has, all Medicare, Medicaid and related agency supplier billing number(s) and related documentation necessary for it to receive reimbursement claims under all applicable Government Reimbursement Programs for any medical services or supplies furnished by any Credit Party in any jurisdiction where any Credit Party conducts business other than such failures as could not reasonably be expected to have a Material Adverse Effect. No Credit Party (and, to the actual knowledge of one or more Responsible Officer of the Borrower, no Equity Holder) is currently subject to, suspension, revocation, renewal or denial of any applicable certification, provider or supplier billing number(s), or any participation agreement(s) under any applicable Government Reimbursement Program which could reasonably be expected to cause a Material Adverse Effect. There currently exist no restrictions, deficiencies, required plans of corrective action or other such remedial measures with respect to any certifications, accreditations or licensures (whether under any Government Reimbursement Program, or Healthcare Law) other than restrictions, deficiencies, required plans of corrective action or other remedial measures that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(d) Participation Agreements. To the actual knowledge of the Responsible Officers of the Borrower, there is no threatened termination of any participation agreements under any Private Payor Arrangements to which any Credit Party is a party and which termination would reasonably be expected to have a Material Adverse Effect.

(e) HIPAA Compliance. To the actual knowledge of the Responsible Officers of the Borrower, no Credit Party is the subject of any civil or criminal penalty, process, claim, action or proceeding, or any administrative or other regulatory review, survey, process or proceeding alleging a violation of HIPAA that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(f) Equity Holder Compliance. Other than where failure to do so could not reasonably be expected to have a Material Adverse Effect, to the actual knowledge of one or more Responsible Officers of the Borrower, each Equity Holder is duly licensed (where license is required) by each state or state agency or commission, or any other Governmental Authority having jurisdiction over the provision of such services by such Person in the locations in which the Equity Holder and the applicable Subsidiaries conduct business, required to enable such Person to provide the professional services provided by such Person and otherwise as is necessary to enable the Equity Holder and each such applicable Subsidiary to operate as currently operated and as presently contemplated to be operated. To the actual knowledge of the Borrower's Responsible Officers, all such required licenses are in full force and effect on the date hereof and have not been revoked or suspended or otherwise limited in any material respect.

Section 3.27 Security Interests. At any time following the Collateral Event, the Security Documents are effective to create in favor of the Administrative Agent, for the ratable benefit of the Lenders and the Bank Product Providers, legal, valid and enforceable first priority Liens (subject to Permitted Liens) on, and security interests in, the Collateral and, when (a) each (i) financing statement on form UCC-1 made pursuant to the Security Documents is filed in the appropriate office as required by the Uniform Commercial Code, (ii) Security Documents (or short form security agreement with respect to intellectual property) are filed with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, and (iii) all other appropriate filings or recordings are made in the appropriate offices as may be required under applicable law, and in each case, all filing and recording fees have been paid, and (b) upon the taking of possession, control or other action by the Administrative Agent of such Collateral with respect to which a security interest may be perfected only by possession, control or other action, such security interests will constitute fully perfected Liens on, and security interests in, all right, title and interest of the Credit Parties in such Collateral, in each case subject to no Liens other than Permitted Liens.

Section 3.28 ~~EEA~~Affected Financial Institutions No Credit Party is an ~~EEA~~Affected Financial Institution.

Section 3.29 ERISA The Borrower represents and warrants as of the Closing Date that the Borrower is not and will not be using "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments.

ARTICLE IV

CONDITIONS PRECEDENT

Section 4.1 Conditions to ~~Closing~~Amendment No. 4 Effective Date and Initial Revolving Loans and Term Loans.

This Agreement shall become effective upon, and the obligation of each Lender to make the initial Extensions of Credit on ~~the Closing~~or after the Amendment No. 4 Effective Date is subject to, the satisfaction, or waiver by the Administrative Agent, of the following conditions precedent:

(a) Execution of Credit Agreement; Credit Documents and Lender Consents. The Administrative Agent shall have received (i) counterparts of this Agreement, executed by a duly authorized officer of each party hereto, (ii) for the account of each Revolving Lender requesting a promissory note, a Revolving Note, in substantially the form of Exhibit 2.1(e), (iii) for the account of each Term Loan Lender requesting a promissory note, a Term Loan Note, in substantially the form of Exhibit 2.2(d), (iv) counterparts of any other Credit Document, executed by the duly authorized officers of the parties thereto and (~~iii~~v) executed consents, in substantially the form of Exhibit 4.1(a), from each Lender authorizing the Administrative Agent to enter this Credit Agreement on their behalf.

(b) Authority Documents. The Administrative Agent shall have received the following:

(i) Articles of Incorporation/Charter Documents. Original certified articles of incorporation or other charter documents, as applicable, of each Credit Party certified (A) by an officer of such Credit Party (pursuant to an officer's certificate in substantially the form of Exhibit 4.1(b) attached hereto) as of the ~~Closing~~Amendment No. 4 Effective Date to be true and correct and in force and effect as of such date, and (B) with respect to the articles of incorporation of the Borrower, to be true and complete as of a recent date by the appropriate Governmental Authority of the State of Florida.

(ii) Resolutions. Copies of resolutions of the board of directors or comparable managing body of each Credit Party approving and adopting the Credit Documents, the transactions contemplated therein and authorizing execution and delivery thereof, certified by an officer of such Credit Party (pursuant to an officer's certificate in substantially the form of Exhibit 4.1(b) attached hereto) as of the ~~Closing~~Amendment No. 4 Effective Date to be true and correct and in force and effect as of such date.

(iii) Bylaws/Operating Agreement. A copy of the bylaws or comparable operating agreement of each Credit Party certified by an officer of such Credit Party (pursuant to an officer's certificate in substantially the form of Exhibit 4.1(b) attached hereto) as of the ~~Closing~~Amendment No. 4 Effective Date to be true and correct and in force and effect as of such date.

(iv) Good Standing. Copies of certificates of good standing, existence or its equivalent with respect to each Credit Party certified as of a recent date by the appropriate Governmental Authorities of the state of incorporation or organization and each other state in which the failure to so qualify and be in good standing could reasonably be expected to have a Material Adverse Effect; provided that any certificate of good standing set forth on Schedule 5.12(e) may instead be provided within the time period set forth in Schedule 5.12(e).

(v) Incumbency. An incumbency certificate of each Credit Party certified by an officer (pursuant to an officer's certificate in substantially the form of Exhibit 4.1(b) attached hereto) to be true and correct as of the ~~Closing~~Amendment No. 4 Effective Date.

(vi) Florida Stamp Tax. To the extent reasonably requested by the Administrative Agent, and in such case reasonably satisfactory to the Administrative Agent, either (i) such affidavits relative to the execution and delivery of any Credit Document as required to support the determination that no Florida documentary stamp taxes are required to be paid , or (ii) evidence of payment by the Borrower of any Florida documentary stamp taxes applicable to the execution and delivery of the Credit Documents.

(c) Legal Opinion of Counsel. The Administrative Agent shall have received an opinion or opinions (including, if requested by the Administrative Agent, local counsel opinions) of counsel for the Credit Parties, dated the ~~Closing~~Amendment No. 4 Effective Date and addressed to the Administrative Agent and the Lenders, in form and substance acceptable to the Administrative Agent (which shall include, without limitation, opinions with respect to the due organization and valid existence of each Credit Party and opinions as to the non-contravention of the Credit Parties' organizational documents and Material Contracts); provided that the opinion of counsel set forth on Schedule 5.12(e) may instead be provided within the time period set forth in Schedule 5.12(e).

(d) Liability, Casualty, Property and Business Interruption Insurance. The Administrative Agent shall have received copies of insurance policies or certificates and endorsements of insurance evidencing general liability, casualty, property and business interruption insurance. The Administrative Agent shall be named as additional insured on behalf of the Lenders with respect to any such insurance providing general liability coverage, and the Credit Parties will use their commercially reasonable efforts to have each provider of any such insurance agree, by endorsement upon the policy or policies issued by it or by independent instruments to be furnished to the Administrative Agent, that it will give the Administrative Agent thirty (30) days' (or ten (10) days in the case of nonpayment) prior written notice before any such policy or policies shall be materially altered or cancelled.

(e) Solvency Certificate. The Administrative Agent shall have received an officer's certificate prepared by the chief financial officer of the Borrower as to the financial condition, solvency and related matters of the Credit Parties and their Subsidiaries, after giving effect to the Transactions and the initial borrowings under the Credit Documents, in substantially the form of Exhibit 4.1(e) hereto.

(f) Account Designation Notice. The Administrative Agent shall have received the executed Account Designation Notice in the form of Exhibit 1.1(a) hereto.

(g) Notice of Borrowing. The Administrative Agent shall have received a Notice of Borrowing with respect to the Loans to be made on the ~~Closing~~Amendment No. 4 Effective Date.

(h) Consents. The Administrative Agent shall have received evidence that any applicable boards of directors, governmental, shareholder and material third party consents and approvals necessary in connection with the Transactions have been obtained and all applicable waiting periods have expired without any action being taken by any authority that could restrain, prevent or impose any material adverse conditions on such transactions or that could seek or threaten any of the foregoing.

(i) Compliance with Laws. The Transactions contemplated hereby shall be in compliance in all material respects with all applicable laws and regulations (including all applicable securities and banking laws, rules and regulations).

(j) Bankruptcy. There shall be no bankruptcy or insolvency proceedings pending with respect to any Credit Party or any Subsidiary thereof.

(k) Existing Indebtedness of the Credit Parties. All of the existing Indebtedness for borrowed money of the Credit Parties and their Subsidiaries (other than Indebtedness permitted to exist pursuant to Section 6.1) shall be repaid in full and all security interests related thereto (other than Permitted Liens) shall be terminated on or prior to the ~~Closing~~Amendment No. 4 Effective Date.

(l) Financial Statements. The Administrative Agent and the Lenders shall have received copies of the financial statements referred to in Section 3.1, each in form and substance satisfactory to each of them.

(m) No Material Adverse Change. Since December 31, ~~2016~~2020, there shall have been no material adverse change in the business, properties, prospects, operations or condition (financial or otherwise) of the Credit Parties or any of their respective Subsidiaries.

(n) Financial Condition Certificate. The Administrative Agent shall have received a certificate or certificates executed by a Responsible Officer of the Borrower as of the ~~Closing~~Amendment No. 4 Effective Date, substantially in the form of Exhibit 4.1(n) stating that (i) to the actual knowledge of the Responsible Officers of the Borrower, there does not exist any pending or ongoing, action, suit, investigation, litigation or proceeding in any court or before any other Governmental Authority (A) affecting this Agreement or the other Credit Documents, that has not been settled, dismissed, vacated, discharged or terminated prior to the ~~Closing~~Amendment No. 4 Effective Date or (B) that purports to affect any Credit Party or any of its Subsidiaries, or any transaction contemplated by the Credit Documents, which action, suit, investigation, litigation or proceeding could reasonably be expected to have a Material Adverse Effect, that has not been settled, dismissed, vacated, discharged or terminated prior to the ~~Closing~~Amendment No. 4 Effective Date, (ii) immediately after giving effect to this Agreement, the other Credit Documents, and all the Transactions contemplated to occur on such date, (A) no Default or Event of Default exists, (B) all representations and warranties contained herein and in the other Credit Documents (1) with respect to representations and warranties that contain a materiality qualification, are true and correct and (2) with respect to representations and warranties that do not contain a materiality qualification, are true and correct in all material respects and (C) the Credit Parties are in pro forma compliance with each of the initial financial covenants set forth in Section 5.9 (as evidenced through detailed calculations of such financial covenants on a schedule to such certificate) as of the last day of the quarter ending at least twenty (20) days preceding the ~~Closing~~Amendment No.

4 Effective Date and (iii) each of the other conditions precedent in Section 4.1 have been satisfied, except to the extent the satisfaction of any such condition is subject to the reasonable judgment of the Administrative Agent or any Lender.

(o) Patriot Act/Beneficial Ownership Certificate. At least three (3) Business Days prior to the ~~Closing~~Amendment No. 4 Effective Date, to the extent requested by the Administrative Agent at least ten (10) Business Days prior to the ~~Closing~~Amendment No. 4 Effective Date, the Administrative Agent shall have received ~~a certificate satisfactory thereto, substantially in the form of Exhibit 4.1(o), for benefit of itself and the Lenders, provided by the Borrower that sets forth information required by the Patriot Act including, without limitation, the identity of the Credit Parties, the name and address of the Credit Parties and other information that will allow the Administrative Agent or any Lender, as applicable, to identify the Credit Parties in accordance with the Patriot Act~~all documentation and other information requested by it in writing to the Borrower that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the Patriot Act and the Beneficial Ownership Regulation (including, to the extent the Borrower qualifies as a "legal entity customer under the Beneficial Ownership Regulation, a Beneficial Ownership Certification).

(p) Fees and Expenses. The Administrative Agent and the Lenders shall have received all fees and expenses, if any, owing pursuant to any Fee Letter, the Commitment Letter and Section 2.5.

(q) Additional Matters. All other documents and legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in form and substance to the Administrative Agent and its counsel.

Without limiting the generality of the provisions of Section 8.4, for purposes of determining compliance with the conditions specified in this Section 4.1, each Lender that has signed this Agreement or a Lender Consent shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed ~~Closing~~Amendment No. 4 Effective Date specifying its objection thereto.

Section 4.2 Conditions to All Extensions of Credit.

The obligation of each Lender to make any Extension of Credit hereunder is subject to the satisfaction of the following conditions precedent on the date of making such Extension of Credit:

(a) Representations and Warranties. The representations and warranties made by the Credit Parties herein and which are contained in any certificate furnished at any time under or in connection herewith shall (i) with respect to representations and warranties that contain a materiality qualification, be true and correct and (ii) with respect to representations and warranties that do not contain a materiality qualification, be true and correct in all material respects, in each case on and as of the date of such Extension of Credit as if made on and as of such date except for any representation or warranty made as of an earlier date, which representation and warranty shall remain true and correct (subject to the applicable materiality threshold in the preceding clauses (i) or (ii)) as of such earlier date.

(b) No Default or Event of Default. No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the Extension of Credit to be

made on such date unless such Default or Event of Default shall have been waived in accordance with this Agreement.

(c) Compliance with Commitments. Immediately after giving effect to the making of any such Extension of Credit (and the application of the proceeds thereof), (i) the sum of the aggregate principal amount of outstanding Revolving Loans plus the aggregate principal amount of outstanding LOC Obligations shall not exceed the Revolving Committed Amount then in effect, and (ii) the aggregate principal amount of the outstanding LOC Obligations shall not exceed the LOC Committed Amount.

(d) Additional Conditions to Revolving Loans. If a Revolving Loan is requested, all conditions set forth in Section 2.1 shall have been satisfied.

(e) Incremental Commitment. If an Incremental Commitment is requested, all conditions set forth in Section 2.22 shall have been satisfied.

(f) Additional Conditions to Letters of Credit. If the issuance of a Letter of Credit is requested, (i) all conditions set forth in Section 2.3 shall have been satisfied and (ii) there shall exist no Lender that is a Defaulting Lender unless the Issuing Lenders have entered into reasonably satisfactory arrangements with the Borrower or such Defaulting Lender to eliminate the Issuing Lenders' risk with respect to such Defaulting Lender's LOC Obligations.

Each request for an Extension of Credit and each acceptance by the Borrower of any such Extension of Credit shall be deemed to constitute representations and warranties by the Credit Parties as of the date of such Extension of Credit that the conditions set forth above in paragraphs (a) through (f), as applicable, have been satisfied.

ARTICLE V

AFFIRMATIVE COVENANTS

Each of the Credit Parties hereby covenants and agrees that on the Closing Date, and thereafter (a) for so long as this Agreement is in effect, (b) until the Commitments have terminated, and (c) until no Note remains outstanding and unpaid and the Credit Party Obligations and all other amounts owing to the Administrative Agent or any Lender hereunder are paid in full, such Credit Party shall, and shall cause each of their Subsidiaries, to:

Section 5.1 Financial Statements.

Furnish to the Administrative Agent for prompt further distribution to each Lender:

(a) Annual Financial Statements. As soon as available and in any event no later than the fifth Business Day following the earlier of (i) to the extent applicable, the date the Borrower is required by the SEC to file its Form 10-K for each fiscal year of the Borrower and (ii) ninety (90) days after the end of each fiscal year of the Borrower, a copy of the Consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as at the end of such fiscal year and the related Consolidated statements of income and retained earnings and of cash flows of the Borrower and its Consolidated Subsidiaries for such year, which shall be audited by an independent registered certified public accounting firm of nationally recognized standing reasonably acceptable to the Administrative Agent, setting forth in each case in comparative form the figures for the previous year, reported on without a "going concern" or like qualification or exception, or qualification indicating that the scope of the audit was inadequate to permit such

independent certified public accountants to certify such financial statements without such qualification;

(b) Quarterly Financial Statements. As soon as available and in any event no later than the fifth Business Day following the earlier of (i) to the extent applicable, the date the Borrower is required by the SEC to file its Form 10-Q for any fiscal quarter of the Borrower and (ii) forty-five (45) days after the end of each of the first three fiscal quarters of the Borrower, a copy of the Consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as at the end of such period and related Consolidated statements of income and retained earnings and of cash flows for the Borrower and its Consolidated Subsidiaries for such quarterly period and for the portion of the fiscal year ending with such period, in each case setting forth in comparative form Consolidated figures for the corresponding period or periods of the preceding fiscal year (subject to normal recurring year-end audit adjustments); and

(c) Annual Operating Budget and Cash Flow. As soon as available, but in any event within ~~forty-five~~sixty (~~45~~60) days after the end of each fiscal year ~~(including the fiscal year ending December 31, 2017)~~, a copy of the detailed annual operating budget or plan including cash flow projections of the Borrower and its Consolidated Subsidiaries for the next four fiscal quarter period prepared on a quarterly basis, in form and detail reasonably acceptable to the Administrative Agent and the Lenders, together with a summary of the material assumptions made in the preparation of such annual budget or plan;

all such historical financial statements to be complete and correct in all material respects (subject, in the case of interim statements, to normal recurring year-end audit adjustments) and to be prepared in reasonable detail and, in the case of the annual and quarterly financial statements provided in accordance with subsections (a) and (b) above, in accordance with GAAP applied consistently throughout the periods reflected therein (except as required by a change in GAAP as set forth therein) and further accompanied by a description of, and an estimation of the effect on the financial statements on account of, a change, if any, in the application of accounting principles as provided in Section 1.3. The financial statements provided in accordance with subsection (c) above shall have been prepared in good faith based upon reasonable assumptions.

Notwithstanding the foregoing, financial statements and reports required to be delivered pursuant to the foregoing provisions of this Section may be delivered electronically (including via a link to the SEC's EDGAR system) and if so, shall be deemed to have been delivered on the date on which the Administrative Agent receives such reports from the Borrower through electronic mail.

Section 5.2 Certificates; Other Information.

Furnish to the Administrative Agent for prompt further distribution to each Lender:

(a) Accountants' Certificate. Concurrently with the delivery of the financial statements referred to in Section 5.1(a) above, a certificate of the independent certified public accountants reporting on such financial statements stating that in making the examination necessary therefor no knowledge was obtained of any Default or Event of Default, except as specified in such certificate.

(b) Officer's Certificate. Concurrently with the delivery of the financial statements referred to in Sections 5.1(a) and ~~5.1~~(b) above, a certificate of a Responsible Officer substantially in the form of Exhibit 5.2(b) stating that (i) such financial statements present fairly in all material respects the consolidated financial position of the Borrower and its Consolidated Subsidiaries for the periods indicated in conformity with GAAP applied on a consistent basis, (ii)

each of the Credit Parties during such period observed or performed in all material respects all of its covenants and other agreements, and satisfied every condition, contained in this Agreement to be observed, performed or satisfied by it, and (iii) such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate and such certificate shall include the calculations in reasonable detail required to indicate (A) compliance with Section 5.9 as of the last day of such period, (B) that each Investment made during the most recently completed fiscal quarter pursuant to clause (e) of the definition of Permitted Investment, together with each other then-existing Investment pursuant to clause (e) of the definition of Permitted Investment, did not, when such Investment was made, exceed 15% of Consolidated total shareholders' equity as determined in accordance with GAAP and as set forth on the then most recent Consolidated balance sheet of the Borrower and its Consolidated Subsidiaries furnished to the Administrative Agent pursuant to Section 5.1 above and (C) the amount of all Restricted Payments paid and all Investments (including Permitted Acquisitions) that were made during such period.

(c) Updated Schedules. Concurrently with or prior to the delivery of the financial statements referred to in Sections 5.1(a) and ~~5.1~~(b) above, (i) an updated copy of Schedule 3.12 if the Credit Parties or any of their Subsidiaries has formed or acquired a new Subsidiary since the Closing Date or since such Schedule was last updated, as applicable and (ii) an updated copy of Schedule 3.21 if the Credit Parties or any of their Subsidiaries has materially altered or acquired any insurance policies since the Closing Date or since Schedule 3.21 was last updated.

(d) Reports; SEC Filings; Regulatory Reports; Press Releases; Etc. Promptly upon their becoming available, (i) copies of all reports (other than those provided pursuant to Section 5.1 and those which are of a promotional nature) and other financial information which the Borrower sends to its shareholders, (ii) copies of all reports and all registration statements and prospectuses (other than those on or pursuant to Form S-8 or any successor form), if any, which any Credit Party may make to, or file with, the SEC (or any successor or analogous Governmental Authority) that are not available on the SEC's EDGAR system (or any successor system) and (iii) all press releases and other statements made available by any of the Credit Parties to the public concerning material developments in the business of any of the Credit Parties.

(e) [Reserved].

(f) Management Letters; Etc. Promptly upon receipt thereof, a copy or summary of any other report, or "management letter" or similar report submitted by independent accountants to any Credit Party or any of their Subsidiaries in connection with any annual, interim or special audit of the books of such Person.

(g) Debt Securities Information. Promptly after the furnishing thereof, copies of any statement or report furnished to any holder of debt securities of any Credit Party or any Subsidiary thereof pursuant to the terms of any indenture, loan or credit or similar agreement and not otherwise required to be furnished to the Lenders pursuant to Section 5.1 or any other clause of this Section 5.2.

(h) General Information. Except as may be prohibited by a Requirement of Law, promptly, such additional financial and other information as the Administrative Agent, on behalf of any Lender, may from time to time reasonably request.

Section 5.3 Payment of Taxes and Other Obligations.

Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, subject, where applicable, to specified grace periods, (a) all of its material Taxes (Federal, state, local and any other Taxes) and (b) all of its other material obligations and liabilities of whatever nature in accordance with industry practice and (c) any additional material costs that are imposed as a result of any failure to so pay, discharge or otherwise satisfy such Taxes, obligations and liabilities, except when the amount or validity of any such Taxes, obligations and liabilities is currently being contested in good faith by appropriate proceedings and reserves, if applicable, in conformity with GAAP with respect thereto have been provided on the books of the Credit Parties.

Section 5.4 Conduct of Business and Maintenance of Existence.

(a) Except as expressly permitted under Section 6.3, continue to engage in business of the same general type as now conducted by it on the Closing Date.

(b) Except as permitted by Section 6.4, preserve, renew and keep in full force and effect its corporate or other formative existence and good standing, take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business and to maintain its goodwill and comply with all Contractual Obligations and Requirements of Law, except to the extent where the failure to comply, individually or in the aggregate, has not had and could not reasonably be expected to have a Material Adverse Effect.

(c) Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, (i) obtain and maintain all certificates of need, provider numbers, permits and other licenses required to operate such Person's business and its business locations under applicable law and maintain such Person's qualification for participation in, and payment under all applicable Government Reimbursement Programs and (ii) properly file all cost reports required under any applicable Government Reimbursement Program.

(d) (i) Provide goods or services to its customers in compliance with ethical standards, laws, rules and regulations applicable to it or any facility or location it operates; (ii) assure that each of its employees and each employee of such facility or location has all required licenses, credentials, approvals and other certifications to perform his or her duties and services for such location; and (iii) maintain all permits and other licenses required to operate its facilities and locations and conduct its business under applicable law; except to the extent, with respect to each of clauses (i), (ii), and (iii) above, where the failure to comply, individually or in the aggregate, has not had and could not reasonably be expected to have a Material Adverse Effect.

(e) (i) Implement and maintain policies that are in material compliance with HIPAA and (ii) undertake to be in compliance with each of the HIPAA provisions applicable to such Credit Party that relate to or regulate billing practices, procedures and codes, standard transactions, and privacy and security of protected health information except to the extent any failure could not reasonably be expected to have a Material Adverse Effect.

Section 5.5 Maintenance of Property; Insurance.

(a) Keep all material property useful and necessary in its business in good working order and condition (ordinary wear and tear and obsolescence excepted).

(b) Maintain with financially sound and reputable insurance companies liability, casualty, property and business interruption insurance in at least such amounts and against at least such risks as are usually

insured against in the same general areas by companies engaged in the same or a similar size and type of business; and furnish to the Administrative Agent, upon the request of the Administrative Agent, full information as to the insurance carried. The Administrative Agent shall be named as additional insured, as its interest may appear, with respect to any such general liability insurance, and use commercially reasonable efforts to cause each provider of any such insurance to agree, on a blanket basis or by endorsement upon the policy or policies issued by it or by independent instruments to be furnished to the Administrative Agent, that it will give the Administrative Agent thirty (30) days prior written notice before any such policy or policies shall be materially altered or canceled, and such policies shall provide that no act or default of the Credit Parties or any of their Subsidiaries or any other Person shall affect the rights of the Administrative Agent or the Lenders under such policy or policies; provided, however, that the Credit Parties may effect workers' compensation insurance or similar coverage with respect to operations in any particular state or other jurisdiction through an insurance fund operated by such state or jurisdiction or by meeting the self-insurance requirements of such state or jurisdiction.

(c) Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, preserve or renew all of its Intellectual Property.

Section 5.6 Books and Records.

Keep proper books, records and accounts in which full, true and correct entries in conformity in all material respects with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its businesses and activities.

Section 5.7 Notices.

Give notice in writing to the Administrative Agent (which shall promptly transmit such notice to each Lender) of:

(a) promptly, but in any event within two (2) Business Days after any Credit Party knows thereof, the occurrence of any Default or Event of Default;

(b) promptly, any default or event of default under any Contractual Obligation of any Credit Party or any of its Subsidiaries which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect or involve a monetary claim in excess of $10,000,000;

(c) promptly, any litigation, or any investigation or proceeding known or threatened in writing to any Credit Party (i) affecting any Credit Party or any of its Subsidiaries which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect or involve a monetary claim in excess of $50,000,000 or involving injunctions or requesting injunctive relief by or against any Credit Party or any Subsidiary of any Credit Party, (ii) affecting or with respect to this Agreement, any other Credit Document or any security interest created thereunder, (iii) involving an environmental claim or potential liability under Environmental Laws which could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, or (iv) by any Governmental Authority relating to any Credit Party or any Subsidiary thereof and alleging fraud, deception or willful misconduct by such Person which could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(d) of any labor controversy that has resulted in, or threatens to result in, a strike or other work action against any Credit Party which could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(e) of any attachment, judgment, lien, levy or order exceeding $22,500,000 that could reasonably be expected to be assessed against or which has been threatened in writing against any Credit Party other than Permitted Liens;

(f) as soon as possible and in any event within thirty (30) days after any Credit Party knows or has reason to know thereof: (i) the occurrence or expected occurrence of any Reportable Event with respect to any Plan, a failure to make any required contribution to a Plan, the creation of any Lien in favor of the PBGC (other than a Permitted Lien) or a Plan or any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan or (ii) the institution of proceedings or the taking of any other action by the PBGC with respect to the withdrawal from, or the terminating, Reorganization or Insolvency of, any Multiemployer Plan;

(g) promptly, any notice of any violation received by any Credit Party from any Governmental Authority including, without limitation, any notice of violation of Environmental Laws which could reasonably be expected to cause a Material Adverse Effect;

(h) as soon as possible and in any event within two (2) Business Days following the occurrence of any of the following events: (i) any notice is received, through letter or otherwise, of a potential investigation relating to any Credit Party's submission of claims to Government Reimbursement Programs; (ii) the voluntary disclosure by any Credit Party to the Office of the Inspector General of the United States Department of Health and Human Services, a Medicare fiscal intermediary or any state's Medicaid program of a potential overpayment matter involving the submission of claims to such payor other than refund payments made in the ordinary course of business and which are immaterial in amount or (iii) any notice is received from a Governmental Authority initiating any action that could result in the loss or cancellation of any license, permit, authorization or other right related to any Healthcare Law;

(i) any notice is received from any Governmental Authority of the imposition of any forfeiture or the designation of a hearing that could result in the expiration, termination, revocation, impairment or suspension of any license, permit, authorization or other right related to any Healthcare Law which could reasonably be expected to cause a Material Adverse Effect; and

(j) promptly, any other development or event which could reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the Credit Parties propose to take with respect thereto. In the case of any notice of a Default or Event of Default, the Borrower shall specify that such notice is a Default or Event of Default notice on the face thereof.

Section 5.8 Environmental Laws.

(a) Except as could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, comply with, all applicable Environmental Laws and obtain and comply with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws;

(b) Except as could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws and promptly comply with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws except to the extent that the same are being contested in good faith by appropriate proceedings; and

(c) Defend, indemnify and hold harmless the Administrative Agent and the Lenders, and their respective employees, agents, officers and directors and affiliates, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way relating to the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of the Credit Parties or any of their Subsidiaries or the Properties, or any orders, requirements or demands of Governmental Authorities related thereto, including, without limitation, reasonable attorney's and consultant's fees, investigation and laboratory fees, response costs, court costs and litigation expenses, except to the extent that any of the foregoing arise out of the gross negligence or willful misconduct of the party seeking indemnification therefor. The agreements in this paragraph shall survive repayment of the Credit Party Obligations and all other amounts payable hereunder and termination of the Commitments and the Credit Documents.

Section 5.9 Financial Covenants. Comply with the following financial covenants:

(a) Consolidated Net Leverage Ratio. The Consolidated Net Leverage Ratio, calculated as of the last day of each fiscal quarter (beginning with the fiscal quarter ending ~~December~~March 31, ~~2017~~2022) or as of any other date on a Pro Forma Basis~~, (i) for (A) the fiscal quarter ended June 30, 2020 and (B) the fiscal quarter ended September 30, 2020, shall be less than or equal to 5.00 to 1.00, (ii) for the fiscal quarter ended December 31, 2020, shall be less than or equal to 4.75 to 1.00 and (iii) for any other fiscal quarter~~, shall be less than or equal to 4.50 to 1.00.

(b) Interest Coverage Ratio. The Interest Coverage Ratio, calculated as of the last day of each fiscal quarter (beginning with the fiscal quarter ending ~~December~~March 31, ~~2017~~2022) or as of any other date on a Pro Forma Basis, shall be greater than or equal to 3.00 to 1.00.

Notwithstanding the above, the parties hereto acknowledge and agree that, for purposes of all calculations made in determining compliance for any applicable period with the financial covenants set forth in this Section, (i) after consummation of any Permitted Acquisition, (A) income statement items and other balance sheet items (whether positive or negative) attributable to the Target acquired in such transaction shall be included in such calculations to the extent relating to such applicable period as if such Permitted Acquisition had been consummated as of the first day of such applicable period (including by adding any reasonable cost saving synergies associated with such Permitted Acquisition in a manner reasonably satisfactory to the Required Lenders), subject to reasonable adjustments mutually acceptable to the Borrower and the Required Lenders and (B) Indebtedness of a Target which is retired in connection with a Permitted Acquisition shall be excluded from such calculations and deemed to have been retired as of the first day of such applicable period and (ii) after any Disposition permitted by Section 6.4(a)(viii), (A) income statement items, cash flow statement items and balance sheet items (whether positive or negative) attributable to the property or assets disposed of shall be excluded from such calculations to the extent relating to such applicable period as if such Disposition had been consummated as of the first day of such applicable period, subject to adjustments mutually acceptable to the Borrower and the Required Lenders and (B) Indebtedness that is repaid with the proceeds of such Disposition shall be excluded from such calculations and deemed to have been repaid as of the first day of such applicable period.

For purposes of this Section 5.9, cost saving synergies and adjustments to income statement items, cash flow statement items and balance sheet items reflected in financial statements provided by the Credit Parties pursuant to this Credit Agreement shall be deemed accepted by the Required Lenders, unless the Required Lenders object to such items in writing within thirty (30) days of the submission of such financial statements; provided, that to the extent the Credit Parties revise any financial statements as a result of such objection by the Required Lenders, such financial statements shall be deemed delivered as of the date originally submitted for all purposes of this Credit Agreement (other than the thirty (30) day period set forth in this paragraph, which shall begin to run with respect to such revised financial statements when such revisions are submitted).

Notwithstanding the foregoing, with respect to any Target acquired pursuant to a Permitted Acquisition, beginning with the third full fiscal quarter end to occur after such Permitted Acquisition, income statement items and other balance sheet items (whether positive or negative) attributable to such Target and included in the calculations required by this Section 5.9 shall not exceed the actual results generated by such Target (except to the extent that income statement items and other balance sheet items that vary from actual items are approved (such approval not to be unreasonably withheld, delayed or conditioned) in writing by the Required Lenders) for the period beginning with the first day of the first full fiscal quarter that the Target's results are included in the Borrower's consolidated financial statements and ending as of the applicable date of calculation, annualized for the full period applicable to such calculation.

Section 5.10 Additional Guarantors.

(a) The Credit Parties will cause each of their Material Domestic Subsidiaries (and any other Domestic Subsidiary that is required to become a Guarantor pursuant to the definition of Material Domestic Subsidiary), whether newly formed, after acquired or otherwise existing (including upon the formation of any Material Domestic Subsidiary that is a Division Successor) to promptly (and in any event within 45 days after (as applicable) (i) such Material Domestic Subsidiary is formed or acquired or (ii) financial statements are delivered pursuant to Section 5.1 which demonstrate that a Domestic Subsidiary has become a Material Domestic Subsidiary (or, in the case of (i) or (ii), such longer period of time as agreed to by the Administrative Agent in its reasonable discretion)) become a Guarantor hereunder by way of execution of a Joinder Agreement.

(b) The Credit Parties will cause each of their Domestic Subsidiaries (including upon the formation of any Domestic Subsidiary that is a Division Successor) (other than PMG), to the extent not already a Guarantor hereunder as of the end of any fiscal year (beginning with the fiscal year ending December 31, 2018), to become a Guarantor hereunder by way of execution of a Joinder Agreement within ninety (90) days after the end of such fiscal year (or such longer period of time as agreed to by the Administrative Agent in its reasonable discretion); provided, however, that no Domestic Subsidiary shall be required to become a Guarantor pursuant to this Section 5.10(b) if such Domestic Subsidiary (i) would be required to obtain a third-party consent in connection with the execution and delivery of a Joinder Agreement, (ii) the execution and delivery of a Joinder Agreement would be prohibited by a provision of such Domestic Subsidiary's articles of incorporation, bylaws, operating agreement or other comparable charter documents or (iii) is a shell company with nominal assets and no or nominal business operations as of the end of such fiscal year.

(c) In connection with the foregoing Sections 5.10(a) and (b), the Credit Parties shall deliver to the Administrative Agent, with respect to each new Guarantor to the extent applicable, substantially the same documentation required pursuant to Sections 4.1(b) –through (d) and such other documents or agreements as the Administrative Agent may reasonably request.

Section 5.11 Compliance with Law.

Comply with all Requirements of Law, the articles of incorporation, bylaws, articles of organization, operating agreement or other organization documents, and orders (including Environmental Laws), and all applicable restrictions imposed by all Governmental Authorities applicable to it except (a) to the extent such Requirement of Law, articles of incorporation, bylaws, articles of organization, operating agreement or other organization documents, order or restriction is being contested in good faith by appropriate proceedings diligently conducted or (b) to the extent noncompliance with any such Requirements of Law, articles of incorporation, bylaws, articles of organization, operating agreement or other organization documents, order or restriction could not reasonably be expected to have, individually or in the aggregate, 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 and applicable Sanctions.

Section 5.12 Further Assurances.

(a) Public/Private Designation. The ~~Credit Parties will cooperate with~~Borrower hereby acknowledges that (a) the Administrative Agent ~~in connection with the publication of certain~~and/or the Arrangers may, but shall not be obligated to, make available to the Lenders and the Issuing Lenders materials and/or information provided by or on behalf of the ~~Credit Parties to the Administrative Agent and Lenders~~Borrower hereunder (collectively, "~~Information Materials") and will designate Information Materials (i) that are either available to the public or not~~Borrower Materials") by posting the Borrower Materials on IntraLinks, Syndtrak, ClearPar, or a substantially similar electronic transmission system (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to the ~~Credit Parties and their Subsidiaries or any of their respective~~Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arranger, the Issuing Lenders and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States ~~federal~~Federal and state securities laws~~, as "Public Information" and (ii) that are not Public Information as "Private Information," which Private Information~~ (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 9.14); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (z) the Administrative Agent and ~~Lenders shall keep confidential, including from any securities trading, brokerage or securities analyst operations through appropriate "Chinese Wall" methods.~~the Arranger 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 Side Information."

(b) Additional Information. The Credit Parties shall provide such information regarding the operations, business affairs and financial condition of the Credit Parties and their Subsidiaries as the Administrative Agent or any Lender may reasonably request.

(c) Visits and Inspections. Each of the Credit Parties shall permit representatives and independent contractors of the Administrative Agent and each Lender up to two times (in the aggregate for the Administrative Agent and all Lenders) during any twelve month period to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at the expense of the Borrower and at such reasonable times during normal business hours, upon reasonable advance notice to the Borrower; provided, however, that when an Event of Default under Section 7.1(a) or (f) exists, the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and without advance notice and without limit to the number of visits.

(d) Material Contracts. Upon the occurrence and during the continuance of a Default or an Event of Default, upon the request of the Administrative Agent, the Credit Parties shall provide a list of all Material Contracts, together with a copy of any Material Contract requested by the Administrative Agent (subject to any confidentiality restrictions therein).

(e) Post -Closing Deliveries. Notwithstanding any provision herein or in any other Credit Document to the contrary, to the extent not actually delivered on or prior to the Closing Date, the Borrower shall, and shall cause each Credit Party, to take the actions set forth on Schedule 5.12(e) within the period set forth on Schedule 5.12(e).

Section 5.13 Collateral Matters. At all times following the occurrence of the Collateral Event:

(a) Execute any and all further documents, financing statements, agreements and instruments, and take all such further customary actions (including the filing and recording of financing statements, fixture filings and other documents and recordings of Liens in stock registries), that may be required under any applicable law, or that the Administrative Agent may reasonably request, to cause the requirements of the occurrence of the Collateral Event to remain satisfied.

(b) If any additional Guarantor or Foreign Subsidiary or FSHCO is formed or acquired (including any Guarantor that is a Division Successor) after such Collateral Event, or if any additional Equity Interests of any Guarantor or Foreign Subsidiary or FSHCO are issued after such Collateral Event, (i) notify the Administrative Agent thereof, and (ii) within 30 Business Days after such date or such longer period as the Administrative Agent shall agree, (A) pledge all outstanding Equity Interests of such new Guarantor issued after such Collateral Event, pledge Equity Interests in such new Foreign Subsidiary or FSHCO issued after such Collateral Event up to an amount thereof that would qualify as "Collateral", pledge all new Equity Interests of the Guarantor issued after such Collateral Event, pledge Equity Interests of the Foreign Subsidiary or FSHCO issued after such Collateral Event up to an amount thereof that, together with other Equity Interests in such Foreign Subsidiary or FSHCO that have previously been pledged, would qualify as "Collateral", in each case to the Administrative Agent under the Collateral Agreement, except to the extent such Equity Interests constitute Excluded Assets, and (B) deliver to the Administrative Agent for the benefit of the Lenders and the Bank Product Providers all certificates or other instruments (if any) representing such Equity Interests, together with stock powers or other instruments of transfer with respect thereto endorsed in blank.

(c) If any additional Guarantor or Foreign Subsidiary or FSHCO is formed or acquired (including any Guarantor that is a Division Successor) after the Collateral Event, deliver to the Administrative Agent within 30 Business Days after such date or such longer period as the Administrative Agent shall agree, (i) a supplement to the Collateral Agreement, in the form specified therein, duly executed and delivered on behalf of such Credit Party and (ii) supplements to the other Security Documents, if applicable, to cause the requirements of the occurrence of the Collateral Event to become satisfied with respect to such new Credit Party.

(d) Furnish to the Administrative Agent prompt written notice (and in any event within 30 days) of any change in (i) any Credit Party's corporate or organizational name, (ii) any Credit Party's organizational form or jurisdiction of organization , (iii) the location of any Credit Party's chief executive office or (iv) any Credit Party's organizational identification number.

~~Section 5.14 **Consolidated Cash Balance**. From the Amendment No. 3 Effective Date through June 30, 2021, comply with the following covenant:~~

~~If, as of the final Business Day of each weekly period starting from the first complete calendar week after the Amendment No. 3 Effective Date (for the avoidance of doubt, with the first such final Business Day being April 3, 2020), (A) Loans are outstanding and (B) the Consolidated Cash Balance exceeds $300,000,000 as of the end of such applicable Business Day, then the Borrower shall, within two (2) Business Days thereafter, prepay the Loans in an aggregate principal amount equal to such excess.~~

ARTICLE VI

NEGATIVE COVENANTS

Each of the Credit Parties hereby covenants and agrees that on the Closing Date, and thereafter (a) for so long as this Agreement is in effect, (b) until the Commitments have terminated, (c) until no Note remains outstanding and unpaid and the Credit Party Obligations and all other amounts owing to the Administrative Agent or any Lender hereunder are paid in full, that:

Section 6.1 Indebtedness.

No Credit Party will, nor will it permit any Subsidiary to, contract, create, incur, assume or permit to exist any Indebtedness, except:

(a) Indebtedness arising or existing under this Agreement and the other Credit Documents;

(b) Indebtedness of the Credit Parties and their Subsidiaries existing as of the ~~Closing~~Amendment No. 4 Effective Date as referred to in the financial statements referenced in Section 3.1 (and set out more specifically in Schedule 6.1(b) hereto) and any renewals, refinancings or extensions thereof in a principal amount not in excess of that outstanding as of the date of such renewal, refinancing or extension;

(c) Indebtedness of the Credit Parties and their Subsidiaries incurred after the ~~Closing~~Amendment No. 4 Effective Date consisting of Capital Leases or Indebtedness incurred to provide all or a portion of the purchase price or cost of construction of an asset; provided that (i) such Indebtedness when incurred shall not exceed the purchase price or cost of construction of such asset; (ii) no such Indebtedness shall be renewed, refinanced or extended for a principal amount in excess of the principal balance outstanding thereon at the time of such renewal, refinancing or extension; and (iii) the total amount of all such Indebtedness at any time outstanding shall not exceed the greater of $~~125,000,000~~65,000,000 and 2.5% of Consolidated Total Assets at such time;

(d) Unsecured intercompany Indebtedness among the Credit Parties or Subsidiaries of the Credit Parties that become Credit Parties within the time required by Section 5.10;

(e) Indebtedness and obligations owing under Hedging Agreements entered into in order to manage existing or anticipated interest rate, exchange rate or commodity price risks and not for speculative purposes;

(f) Guaranty Obligations in respect of Indebtedness of a Credit Party to the extent such Indebtedness is permitted to exist or be incurred pursuant to this Section;

(g) earnout obligations incurred, issued or assumed by any Credit Party as the deferred purchase price of property or services purchased by such Credit Party which appear as liabilities on a balance sheet of such Credit Party;

(h) other unsecured Indebtedness of Credit Parties; provided, that (i) the Credit Parties have delivered a certificate (including reasonably detailed supporting calculations related to the matters set forth in such certificate) of a Responsible Officer to the Administrative Agent to the effect that, after giving effect to such Indebtedness on a Pro Forma Basis, no Default or Event

of Default exists and the Credit Parties are in compliance with each of the financial covenants set forth in Section 5.9 (provided that for purposes of this clause (h) the applicable Consolidated Net Leverage Ratio shall be 4.50 to 1.00 for any fiscal quarter), (ii) the representations and warranties, affirmative covenants, negative covenants, financial covenants, defaults and events of default in the definitive documentation for such Indebtedness are no more restrictive than the terms and conditions set forth in the Credit Documents and (iii) the terms of any such Indebtedness shall not restrict payments by the Credit Parties of the Credit Party Obligations in any way; and

(i) Indebtedness of a Permitted JV to the extent the financial results of such Permitted JV are not Consolidated with the financial results of the Borrower and its Subsidiaries.

Section 6.2 Liens.

The Credit Parties will not, nor will they permit any Subsidiary (other than a Subsidiary that is a Permitted JV) to, contract, create, incur, assume or permit to exist any Lien with respect to any of their respective property or assets of any kind (whether real or personal, tangible or intangible), whether now owned or hereafter acquired, except for Permitted Liens.

Section 6.3 Nature of Business.

Engage in any material line of business substantially different from those lines of business conducted by the Borrower and its Subsidiaries as of the Closing Date or any business substantially related or incidental thereto, except as approved by the Required Lenders (such approval not to be unreasonably withheld, conditioned or delayed).

Section 6.4 Consolidation, Merger, Sale or Purchase of Assets, etc.

The Credit Parties will not, nor will they permit any Subsidiary to,

(a) dissolve, liquidate or wind up its affairs, or sell, transfer, lease, consummate a Division as the Dividing Person or otherwise dispose of its property or assets (each a "Disposition") or agree to do so at a future time, except the following, without duplication, shall be expressly permitted:

(i) (A) the sale, transfer, lease or other disposition of inventory and materials in the ordinary course of business and (B) the conversion of cash into Cash Equivalents and Cash Equivalents into cash;

(ii) the sale, transfer or other disposition of property or assets to an unrelated party not in the ordinary course of business where and to the extent that they are the result of a Recovery Event;

(iii) the sale, lease, transfer or other disposition of (A) machinery, parts and equipment no longer used or useful in the conduct of the business of the Credit Parties or any of their Subsidiaries and (B) obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business;

(iv) the sale, lease or transfer of property or assets from one Credit Party to another Credit Party or dissolution of any Credit Party to the extent any and all assets are distributed to another Credit Party;

(v) the termination of any Hedging Agreement;

(vi) Dispositions of equipment or real property to the extent that (A) such property is exchanged for credit against the purchase price of similar replacement property within twelve (12) months of such Disposition or (B) the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement property within 12 months of such Disposition;

(vii) the licensing of Intellectual Property in the ordinary course of business consistent with past practice;

(viii) Dispositions by the Borrower or any Subsidiary; provided that at any time after the Collateral Event, (i) with respect to asset sales for more than $300,000,000 per disposition or series of related dispositions, at least 75% of the consideration for any such asset sale shall consist of cash or cash equivalents (provided that for purposes of the 75% cash consideration requirement (x) the amount of any Indebtedness or other liabilities of the Borrower or any Subsidiary (as shown on such person's most recent balance sheet or in the notes thereto) that are assumed by the transferee of any such assets, (y) the amount of any trade-in value applied to the purchase price of any replacement assets acquired in connection with such asset sale, and (z) any securities received by the Borrower or such Subsidiary from such transferee that are converted by the Borrower or such Subsidiary into cash or cash equivalents (to the extent of the cash or cash equivalents received) within 270 days following the closing of the applicable asset sale, shall each be deemed to be cash or cash equivalents) and (ii) immediately prior to the consummation of such asset sale, no Event of Default shall have occurred and be continuing and no Event of Default shall result therefrom;

(ix) the sale, lease or transfer of property or assets as part of a Sale and Leaseback Transaction;

(x) the merger of a Credit Party or a Subsidiary thereof with another Credit Party or a Subsidiary thereof to the extent permitted by Section 6.4(b)(ii) below;

(xi) Dispositions of Equity Interests in Permitted JVs pursuant to the terms of the joint venture or equivalent agreements governing such Permitted JVs so long as such joint venture or equivalent agreements are not solely between Persons that are Credit Parties, Subsidiaries or Affiliates of Credit Parties;

(xii) terminations of leases by a Credit Party or a Subsidiary in the ordinary course of business that do not interfere in any material respect with the business of the Credit Parties or their Subsidiaries;

(xiii) any Subsidiary that is an LLC may consummate a Division as the Dividing Person if, immediately upon the consummation of the Division, the assets of the applicable Dividing Person are held by one or more Subsidiaries at such time, or, with respect to assets not so held by one or more Subsidiaries, such Division, in the aggregate, would otherwise result in a Disposition permitted by Section 6.4(a)(viii) or (x) above; and

(xiv) any sale, transfer, assignment, disposition, abandonment or lapse of Intellectual Property that is no longer commercially practicable, usable or desirable in the conduct of business, in the ordinary course of business;

provided that (A) after giving effect to any Disposition pursuant to clauses (viii) and (xi) above, the Credit Parties shall be in compliance on a Pro Forma Basis with the financial covenants set

forth in Section 5.9 hereof (provided that for purposes of this Section 6.4(a) the applicable Consolidated Net Leverage Ratio shall be 4.50 to 1.00 for any fiscal quarter), recalculated for the most recently ended month for which information is available, and (B) with respect to clauses (v), (vi), (viii) and (xi) above, no Default or Event of Default shall exist or shall result therefrom; or

(b) (i) purchase, lease or otherwise acquire (in a single transaction or a series of related transactions) the property or assets of any Person, other than (A) Permitted Investments and (B) except as otherwise limited or prohibited herein, purchases or other acquisitions of inventory, materials, property and equipment in the ordinary course of business, or (ii) consummate any transaction of merger, Division as the Dividing Person or consolidation, except for (A) Investments or acquisitions (including pursuant to a Division) permitted pursuant to Section 6.5 so long as the Credit Party subject to such merger, Division or consolidation is the surviving entity, (B) (y) the merger or consolidation of a Subsidiary that is not a Credit Party with and into a Credit Party; provided that such Credit Party will be the surviving entity and (z) the merger or consolidation of a Credit Party with and into another Credit Party; provided that if the Borrower is a party thereto, the Borrower will be the surviving corporation, (C) the merger or consolidation of a Subsidiary that is not a Credit Party with and into another Subsidiary that is not a Credit Party and (D) any Credit Party or any Subsidiary may consummate a Division as the Dividing Person if, immediately upon the consummation of the Division, (x) the assets of the applicable Dividing Person are held by a Credit Party or one or more Subsidiaries at such time or, (y) with respect to assets not held by a Credit Party or one or more Subsidiaries, such Division, in the aggregate, would otherwise be permitted by this Section 6.4 (without reliance on this subclause (D)) and/or Section 6.5.

Section 6.5 Investments and Acquisitions.

The Credit Parties will not, nor will they permit any Subsidiary (other than a Subsidiary that is a Permitted JV) to, make any Investment or contract to make any Investment except for Permitted Investments.

Section 6.6 Transactions with Affiliates.

Other than execution, consummation and performance of each Management Agreement and Restrictive Agreement, the Credit Parties will not, nor will they permit any Subsidiary to, enter into any transaction or series of transactions, whether or not in the ordinary course of business, with any officer, director, shareholder or Affiliate (other than a Subsidiary) other than on terms and conditions substantially as favorable as would be obtainable in a comparable arm's-length transaction with a Person other than an officer, director, shareholder or Affiliate, it being understood that payments of insurance premiums by any Credit Party to PMG shall not violate this Section 6.6. Notwithstanding the foregoing, this Section 6.6 shall not apply to (a) any transaction that involves an amount less than or equal to the greater of (i) $120,000 or (ii) the amount set forth in Item 404(a) of Regulation S-K of the SEC as in effect from time to time; provided, that such amount shall not exceed $250,000, (b) any transaction pertaining to director or executive officer compensation, benefits and perquisites that are approved in accordance with the charter of the Compensation Committee of the Borrower's Board of Directors or by the Borrower's Board of Directors and (c) any transaction between a Credit Party or a Subsidiary thereof and another Credit Party or a Subsidiary thereof.

Section 6.7 Ownership of Subsidiaries; Restrictions.

The Credit Parties will not sell, transfer, pledge or otherwise dispose of any Equity Interest or other equity interests in any of their Subsidiaries, nor will they permit any of their Subsidiaries to issue,

sell, transfer, pledge or otherwise dispose of any of their Equity Interest or other equity interests, except in a transaction permitted by Section 6.4 or pursuant to the exercise of rights under a Restrictive Agreement.

Section 6.8 Corporate Changes; Material Contracts.

No Credit Party will, nor will it permit any of its Subsidiaries to, (a) change its fiscal year, (b) amend, modify or change its articles of incorporation, certificate of designation (or corporate charter or other similar organizational document) operating agreement or bylaws (or other similar document) in any respect materially adverse to the interests of the Lenders without the prior written consent of the Required Lenders; provided that no Credit Party shall (i) except as permitted under Section 6.4, alter its legal existence or, in one transaction or a series of transactions, merge into or consolidate with any other entity or consummate a Division as the Dividing Person, (ii) sell all or substantially all of its assets, (iii) change its state of incorporation or organization or (iv) change its registered legal name, without providing thirty (30) days prior written notice to the Administrative Agent, (c) have any oral operating agreement (or other similar agreement) or enter into a written operating agreement which regulates the affairs of such Credit Party, the conduct of its business, establishes duties, and/or governs the relations among any members, managers and such Credit Party in either case that is materially adverse to the interests of the Lenders, it being further agreed that if any such oral or written agreement is entered into, the Borrower shall provide a materially complete description of such oral agreement or a copy of such written agreement to the Administrative Agent within five (5) Business Days thereafter, (d) amend, modify, cancel or terminate or refuse to renew or extend or permit the amendment, modification, cancellation or termination of any of its Material Contracts to the extent such amendment, modification, cancellation or termination could reasonably be expected to have a Material Adverse Effect, (e) have more than one state of incorporation, organization or formation or (f) change its accounting method (except in accordance with GAAP or as required by a change in Tax law) in any manner adverse to the interests of the Lenders without the prior written consent of the Required Lenders.

Section 6.9 Limitation on Restricted Actions.

The Credit Parties will not, nor will they permit any Subsidiary (other than a Subsidiary that is a Permitted JV) to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any such Person to (a) pay dividends or make any other distributions to any Credit Party on its Equity Interest or with respect to any other interest or participation in, or measured by, its profits, (b) pay any Indebtedness or other obligation owed to any Credit Party, (c) make loans or advances to any Credit Party, (d) sell, lease or transfer any of its properties or assets to any Credit Party, or (e) act as a Guarantor pursuant to the Credit Documents or any renewals, refinancings, exchanges, refundings or extension thereof or amend or otherwise modify the Credit Documents, except (in respect of any of the matters referred to in clauses (a)- through (d) above) for such encumbrances or restrictions existing under or by reason of (i) this Agreement and the other Credit Documents, (ii) applicable law, (iii) any document or instrument governing Indebtedness incurred pursuant to Section 6.1(c); provided that any such restriction contained therein relates only to the asset or assets constructed or acquired in connection therewith, (iv) any Permitted Lien or any document or instrument governing any Permitted Lien; provided that any such restriction contained therein relates only to the asset or assets subject to such Permitted Lien, (v) customary provisions in leases restricting the assignment thereof, or (vi) any Management Agreement.

Section 6.10 Restricted Payments.

The Credit Parties will not, nor will they permit any Subsidiary to, directly or indirectly, declare, order, make or set apart any sum for or pay any Restricted Payment, except:

(a) to make dividends payable solely in the same class of Equity Interest of such Person;

(b) to make Restricted Payments to any Credit Party;

(c) to purchase, redeem or otherwise acquire Equity Interests issued by it with the proceeds received from the substantially concurrent issue of new shares of its common stock or other common Equity Interests;

(d) so long as after giving effect to such payments the Credit Parties shall be in compliance with each of the financial covenants set forth in Section 5.9 hereof ~~(provided that for purposes of this clause (d) the applicable Consolidated Net Leverage Ratio shall be 4.50 to 1.00 for any fiscal quarter)~~, to make regularly scheduled payments of (i) interest to the holders of Subordinated Debt and (ii) principal to the holders of Subordinated Debt incurred in connection with any Permitted Acquisition, in each case in accordance with the terms thereof;

(e) any payment with respect to any earnout obligation incurred as the deferred purchase price of property or services purchased by such Person;

(f) to make other Restricted Payments in an aggregate amount not to exceed the greater of (x) $~~100,000,000~~75,000,000 in any fiscal year and (y) an unlimited amount so long as, with respect to clause (y) after giving effect to each such Restricted Payment on a Pro Forma Basis (i) no Default or Event of Default shall then exist or would result therefrom and (ii) the Consolidated Net Leverage Ratio of the Credit Parties would be in compliance with Section 5.9(a) ~~(provided that for purposes of this clause (f) the applicable Consolidated Net Leverage Ratio shall be 4.50 to 1.00 for any fiscal quarter)~~;

(g) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares (or equivalent) of any class of Equity Interest of any Permitted JV, now or hereafter outstanding; and

(h) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of Equity Interest of any Permitted JV, now or hereafter outstanding~~:~~.

~~provided, that the Credit Parties will not, nor will they permit any Subsidiary to, directly or indirectly, declare, order, make or set apart any sum for or pay any Restricted Payment from the Amendment No. 3 Effective Date through December 31, 2020, except (i) Restricted Payments permitted pursuant to clause (b) above and (ii) Restricted Payments consisting of the withholding of Equity Interests to satisfy Tax liabilities upon the vesting of awards issued under the Borrower's 2008 Amended and Restated Incentive Compensation Plan subject to the limitations set forth in clause (f) above.~~

Section 6.11 Amendment of Subordinated Debt.

The Credit Parties will not, nor will they permit any Subsidiary (other than Indebtedness incurred pursuant to Section 6.1(i) by a Subsidiary that is a Permitted JV) to, without the prior written consent of the Required Lenders, amend, modify, waive or extend or permit the amendment, modification, waiver or extension of any term of any document governing or relating to any Subordinated Debt in a manner that is materially adverse to the interests of the Lenders.

Section 6.12 No Further Negative Pledges.

The Credit Parties will not, nor will they permit any Subsidiary (other than a Subsidiary that is a Permitted JV) to, enter into, assume or become subject to any agreement prohibiting or otherwise restricting the creation or assumption of any Lien upon any of their properties or assets, whether now owned or hereafter acquired, or requiring the grant of any security for such obligation if security is given for some other obligation, except (a) pursuant to this Agreement and the other Credit Documents, (b) pursuant to any document or instrument governing Indebtedness incurred pursuant to Section 6.1(c); provided that any such restriction contained therein relates only to the asset or assets constructed or acquired in connection therewith, (c) pursuant to any document or instrument governing Indebtedness incurred pursuant to Sections 6.1(f) or 6.1(h), (d) in connection with any Permitted Lien or any document or instrument governing any Permitted Lien; provided that any such restriction contained therein relates only to the asset or assets subject to such Permitted Lien, (e) customary provisions in leases restricting the assignment thereof and (f) pursuant to any Management Agreement to the extent that any such Management Agreement is subject to the provisions of Section 9.23.

Section 6.13 Restrictions Regarding PMG.

(a) The Borrower will not, at any time, own less than 100% of the Equity Interests of PMG and (b) PMG shall not engage in any business, or have any operations or liabilities, other than providing insurance services in the nature of a "captive" insurance company.

Section 6.14 Use of Proceeds and Letters of Credit.

(a) The Borrower will not request any Loans or Letter of Credit, and the Borrower shall not use, and shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Loans or Letter of Credit (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, or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.1 Events of Default.

An Event of Default shall exist upon the occurrence of any of the following specified events (each an "Event of Default"):

(a) Payment. (i) The Borrower shall fail to pay any principal on any Loan or Note when due (whether at maturity, by reason of acceleration or otherwise) in accordance with the terms hereof or thereof; (ii) the Borrower shall fail to reimburse the Issuing Lenders for any LOC Obligations when due (whether at maturity, by reason of acceleration or otherwise) in accordance with the terms hereof; (iii) the Borrower shall fail to pay any interest on any Loan or any fee or other amount payable hereunder when due (whether at maturity, by reason of acceleration or otherwise) in accordance with the terms hereof and such failure shall continue unremedied for three (3) Business Days; or (iv) or any Guarantor shall fail to pay on the Guaranty in respect of any of the foregoing or in respect of any other Guaranty Obligations hereunder (after giving effect to the grace period in clause (iii)); or

(b) Misrepresentation. Any representation or warranty made or deemed made herein or in any of the other Credit Documents or which is contained in any certificate, document or financial or other statement furnished at any time under or in connection with this Agreement shall (i) with respect to representations and warranties that contain a materiality qualification, prove to have been incorrect, false or misleading and (ii) with respect to representations and warranties that do not contain a materiality qualification, prove to have been incorrect, false or misleading in any material respect, in each case on or as of the date made or deemed made; or

(c) Covenant Default. (i) Any Credit Party shall fail to perform, comply with or observe any term, covenant or agreement applicable to it contained in Sections 5.1 (financial statements), 5.2(a) (accountants' certificate), 5.2(b) (officer's certificate), 5.7(a) (notices), 5.9 (financial covenants), or Article VI hereof; (ii) any Credit Party shall fail to comply with Section 5.5(b) (insurance) and, with respect to this clause (ii) only, such breach or failure to comply is not cured within thirty (30) days after its occurrence or (iii) any Credit Party shall fail to comply with any other covenant contained in this Agreement or the other Credit Documents or any other agreement, document or instrument among any Credit Party, the Administrative Agent and the Lenders or executed by any Credit Party in favor of the Administrative Agent or the Lenders (other than as described in Sections 7.1(a), 7.1(c)(i) or 7.1(c)(ii) above) and, with respect to this clause (iii) only, such breach or failure to comply is not cured within the earlier of (A) thirty (30) days after the Borrower became aware of its occurrence or (B) forty-five (45) days after its occurrence; or

(d) Material Indebtedness Cross-Default. (i) Any Credit Party or any of its Subsidiaries shall default in any payment of principal of or interest on any Indebtedness (other than the Loans, Reimbursement Obligations, the Guaranty and any other amounts payable under the Credit Documents) in a principal amount outstanding of at least $60,000,000 for the Credit Parties and any of their Subsidiaries in the aggregate beyond any applicable grace period, if any, provided in the instrument or agreement under which such Indebtedness was created; or (ii) any Credit Party or any of its Subsidiaries shall default in the observance or performance of any other agreement or condition relating to any Indebtedness (other than the Loans, Reimbursement Obligations, the Guaranty and any other amounts payable under the Credit Documents) in a principal amount outstanding of at least $60,000,000 in the aggregate for the Credit Parties and their Subsidiaries or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness or beneficiary or beneficiaries of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, all of such Indebtedness to become immediately due and payable prior to its stated maturity or to be repurchased, prepaid, deferred or redeemed (automatically or otherwise); or (iii) there occurs under any Hedging Agreement that is a Bank Product an Early Termination Date (as defined in such Hedging Agreement) resulting from (A) any event of default under such Hedging Agreement as to which the Borrower or any Subsidiary is the Defaulting Party (as defined in such Hedging Agreement) or (B) any Termination Event (as defined in such Hedging Agreement) under such Hedging Agreement as to which the Borrower or any Subsidiary is an Affected Party (as defined in such Hedging Agreement) and, in either event, the Swap Termination Value owed by such Person as a result thereof is greater than $7,500,000; or

(e) Other Cross-Defaults. To the extent any such default could reasonably be expected to have a Material Adverse Effect, the Credit Parties or any of their Subsidiaries shall default in (i) the payment when due under any Material Contract or (ii) the performance or observance, of any obligation or condition of any Material Contract and, in the case of this clause (ii) only, such failure to perform or observe such other obligation or condition continues unremedied for a period of thirty (30) days after notice of the occurrence of such default (or such

longer grace or cure period as provided in the Material Contract) unless, but only as long as, the existence of any such default is being contested by the Credit Parties in good faith by appropriate proceedings and adequate reserves in respect thereof have been established on the books of the Credit Parties to the extent required by GAAP; or

(f) Bankruptcy Default. (i) A Credit Party or any of its Subsidiaries shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or a Credit Party or any of its Subsidiaries shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against a Credit Party or any of its Subsidiaries any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of sixty (60) days; or (iii) there shall be commenced against a Credit Party or any of its Subsidiaries any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of their assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or (iv) a Credit Party or any of its Subsidiaries shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) a Credit Party or any of its Subsidiaries shall generally not, or shall be unable to, or shall admit in writing their inability to, pay its debts as they become due; or

(g) Judgment Default. One or more judgments or decrees shall be entered against a Credit Party or any of its Subsidiaries involving in the aggregate a liability (to the extent not covered by insurance) of $75,000,000 or more and all such judgments or decrees shall not have been paid and satisfied, vacated, discharged, stayed or bonded pending appeal within twenty (20) Business Days from the entry thereof or any injunction, temporary restraining order or similar decree shall be issued against a Credit Party or any of its Subsidiaries that, individually or in the aggregate, could result in a Material Adverse Effect; or

(h) ERISA Default. The occurrence of any of the following: (i) Any Person shall engage in any "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (ii) any "accumulated funding deficiency" (as defined in Section 302 of ERISA), whether or not waived, shall exist with respect to any Plan or any Lien in favor of the PBGC or a Plan (other than a Permitted Lien) shall arise on the assets of the Credit Parties or any Commonly Controlled Entity, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is, in the reasonable opinion of the Required Lenders, likely to result in the termination of such Plan for purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate for purposes of Title IV of ERISA, (v) a Credit Party, any of its Subsidiaries or any Commonly Controlled Entity shall, or in the reasonable opinion of the Required Lenders is likely to, incur any liability in connection with a withdrawal from, or the Insolvency or Reorganization of, any Multiemployer Plan or (vi) any other similar event or condition shall occur or exist with respect to a Plan, which in any of the foregoing cases in clauses (i) through (vi), results in a liability to any Credit Party in excess of $30,000,000; or

(i) Change of Control. There shall occur a Change of Control; or

(j) Invalidity of Guaranty. At any time after the execution and delivery thereof, the Guaranty, for any reason other than the satisfaction in full of all Credit Party Obligations, shall cease to be in full force and effect (other than in accordance with its terms) or shall be declared to be null and void, or any Credit Party shall contest the validity, enforceability, perfection or priority of the Guaranty, any Credit Document, or any Lien granted thereunder in writing or deny in writing that it has any further liability, including with respect to future advances by the Lenders, under any Credit Document to which it is a party; or

(k) Invalidity of Credit Documents. Any Credit Document shall fail to be in full force and effect or to give the Administrative Agent and/or the Lenders the security interests, liens, rights, powers, priority and privileges purported to be created thereby (except as such documents may be terminated or no longer in force and effect in accordance with the terms thereof, other than those indemnities and provisions which by their terms shall survive); or

(l) Licenses/Permits/Certifications/Qualifications. (i) A state or federal regulatory agency or other Governmental Authority shall have revoked, cancelled, failed to renew or adversely modified any license, permit, certificate, authorization or Government Reimbursement Program qualification pertaining to the business of any Credit Party, regardless of whether such license, permit, certificate, authorization or qualification was held by or originally issued for the benefit of such Credit Party, a tenant or any other Person except where such revocation could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or (ii) any of the Credit Parties or their Subsidiaries or their officers, employees or agents engage in activities which are prohibited by any of the federal Medicare and Medicaid Anti-Kickback States, 42 U.S.C. §§1320a-7b, the Ethics In Patient Referrals Act (the "Stark Law"), 42 U.S.C. §§1395nn, as amended, the regulations promulgated thereunder, or related state or local statutes or regulations or which are prohibited by rules of professional conduct, except where failure to do so could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect; or

(m) Subordinated Debt. The subordination provisions contained in any Subordinated Debt shall cease to be in full force and effect or shall cease to give the Lenders the rights, powers and privileges purported to be created thereby; or

(n) Classification as Senior Debt. The Credit Party Obligations shall cease to be classified as "Senior Indebtedness," "Designated Senior Indebtedness" or any similar designation under any Subordinated Debt instrument; or

(o) Liens. At any time following the Collateral Event, (i) any Lien on any material portion of the Collateral granted in connection therewith or required to be granted pursuant to Section 5.13 to the Administrative Agent ceases to be a valid and perfected Lien (or the priority of such Lien ceases to be in full force and effect), except to the extent that any such loss of validity, perfection or priority results from the failure of the Agent to maintain possession of Collateral requiring perfection through control or to file or record any document, or (ii) any material provision of any Security Document ceases to be in full force and effect or any Credit Party denies in writing the enforceability thereof.

Once a Default occurs under the Credit Documents, then such Default will continue to exist until it either is cured (to the extent specifically permitted) in accordance with the Credit Documents or is otherwise expressly waived by Administrative Agent (with the approval of requisite Lenders (in their sole and absolute discretion) as determined in accordance with Section 9.1); and once an Event of Default occurs under the Credit Documents, then such Event of Default will continue to exist until it is cured to the satisfaction of, or

expressly waived by, Administrative Agent with the approval of the requisite Lenders, as required hereunder (in their sole and absolute discretion) in Section 9.1.

Section 7.2 Acceleration; Remedies.

Upon the occurrence and during the continuance of an Event of Default, then, and in any such event, (a) if such event is a Bankruptcy Event, automatically the Commitments shall immediately terminate and the Loans (with accrued interest thereon), and all other amounts under the Credit Documents (including, without limitation, the maximum amount of all contingent liabilities under Letters of Credit) shall immediately become due and payable, and (b) if such event is any other Event of Default, any or all of the following actions may be taken: (i) with the written consent of the Required Lenders, the Administrative Agent may, or upon the written request of the Required Lenders, the Administrative Agent shall, declare the Commitments to be terminated forthwith, whereupon the Commitments shall immediately terminate; (ii) the Administrative Agent may, or upon the written request of the Required Lenders, the Administrative Agent shall, declare the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the Notes to be due and payable forthwith and direct the Borrower to pay to the Administrative Agent Cash Collateral as security for the LOC Obligations for subsequent drawings under then outstanding Letters of Credit an amount equal to the maximum amount of which may be drawn under Letters of Credit then outstanding, whereupon the same shall immediately become due and payable; and/or (iii) with the written consent of the Required Lenders, the Administrative Agent may, or upon the written request of the Required Lenders, the Administrative Agent shall, exercise such other rights and remedies as provided under the Credit Documents and under applicable law.

ARTICLE VIII

THE ADMINISTRATIVE AGENT

Section 8.1 Appointment and Authority.

Each of the Lenders and each of the Issuing Lenders hereby irrevocably appoints ~~JPMCB~~Bank of America to act on its behalf as the Administrative Agent hereunder and under the other Credit Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the Issuing Lenders, and neither the Borrower nor any other Credit Party shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term “agent” herein or in any other Credit Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

Section 8.2 Nature of Duties.

Anything herein to the contrary notwithstanding, none of the bookrunners, arrangers, syndication agent or other agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Credit Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or an Issuing Lender hereunder. Without limiting the foregoing, none of the Lenders or other Persons so identified shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Credit Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any subagents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

Section 8.3 Exculpatory Provisions.

The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Credit Documents, and its obligations hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Credit Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Credit Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Credit Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; ~~and~~

(c) shall not, except as expressly set forth herein and in the other Credit Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Credit Party or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity~~.~~;

(d) ~~The Administrative Agent~~ shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections ~~9.1~~7.2 and ~~7.2~~9.1) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent in writing by the Borrower, a Lender or an Issuing Lender~~.~~; and

(e) ~~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 or any other Credit Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Credit Document 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 8.4 Reliance by Administrative Agent.

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, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or an Issuing Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender or such Issuing Lender unless the Administrative Agent shall have received notice to the contrary from such Lender or such Issuing Lender prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 8.5 Notice of Default.

The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Administrative Agent has received written notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default." In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give prompt notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders; provided, however, that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders except to the extent that this Agreement expressly requires that such action be taken, or not taken, only with the consent or upon the authorization of the Required Lenders, or all of the Lenders, as the case may be.

Section 8.6 Non-Reliance on Administrative Agent and Other Lenders.

Each Lender and each Issuing Lender expressly acknowledges that neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or affiliates has made any representation or warranty to it and that no act by the Administrative Agent hereinafter taken, including any review of the affairs of any Credit Party, shall be deemed to constitute any representation or warranty by the Administrative Agent to any Lender. Each Lender and each Issuing Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and each Issuing Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Credit Document or any related agreement or any document furnished hereunder or thereunder.

Section 8.7 Indemnification.

The Lenders agree to indemnify the Administrative Agent, the Issuing Lenders and their Affiliates and their respective officers, directors, agents and employees (to the extent not reimbursed by the Credit Parties and without limiting the obligation of the Credit Parties to do so), ratably according to their respective Commitment Percentages in effect on the date on which indemnification is sought under this Section, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including, without limitation, at any time following the payment of the Credit Party Obligations) be imposed on, incurred by or asserted against any such indemnitee in any way relating to or arising out of any Credit Document or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by any such indemnitee under or in connection with any of the foregoing; provided, however, that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements to the extent resulting from such indemnitee's gross negligence or willful misconduct, as determined by a court of competent jurisdiction. The agreements in this Section shall survive the termination of this Agreement and payment of the Notes, any Reimbursement Obligation and all other amounts payable hereunder.

Section 8.8 Administrative Agent in Its Individual Capacity.

The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Credit Parties or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

Section 8.9 Successor Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders, the Issuing Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right to appoint a successor, which shall be a bank with an office in the United States (other than a Defaulting Lender), or an Affiliate of any such bank with an office in the United States, and which appointment shall, provided no Event of Default exists under Section 7.1(a) or (f), be subject to the Borrower's approval, which approval shall not be unreasonably withheld or delayed. If no such successor shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within thirty (30) days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Borrower and the Required Lenders) (the "Resignation Effective Date"), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders and the Issuing Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above, which appointment shall, provided no Event of Default exists under Section 7.1(a) or (f), be subject to the Borrower's approval, which approval shall not be unreasonably withheld or delayed. Whether or not a successor has been appointed, such resignation shall nonetheless become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by applicable law, by notice in writing to the Borrower and such Person, remove such Person as Administrative Agent and appoint a successor, which appointment shall, provided no Event of Default exists under Section 7.1(a) or (f), be

subject to the Borrower's approval, which approval shall not be unreasonably withheld or delayed. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days (or such earlier day as shall be agreed by the Borrower and the Required Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Credit Documents (except that in the case of any Collateral held by the Administrative Agent on behalf of the Lenders or the Issuing Lenders under any of the Credit Documents, the retiring Administrative Agent shall continue to hold such Collateral until such time as a successor Administrative Agent is appointed) and (ii) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and each Issuing Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Administrative Agent, and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Credit Documents (if not already discharged therefrom as provided above in this paragraph). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's resignation or removal hereunder and under the other Credit Documents, the provisions of this Article and Section 9.5 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

(d) Any resignation by ~~JPMCB~~Bank of America, as Administrative Agent pursuant to this Section shall also constitute its resignation as an Issuing Lender. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, (i) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of ~~JPMCB~~Bank of America in its capacity as a retiring Issuing Lender, (ii) such retiring Issuing Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Credit Documents, and (iii) the successor Issuing Lender shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring Issuing Lender to effectively assume the obligations of such retiring Issuing Lender with respect to such Letters of Credit. Such resignation shall not affect the validity or effectiveness of any Letter of Credit issued prior to such resignation by ~~JPMCB~~Bank of America as Administrative Agent.

Section 8.10 Guaranty Matters.

(a) The Lenders and each Bank Product Provider irrevocably authorize and direct the Administrative Agent to release any Guarantor from its obligations under the applicable Guaranty if such Person ceases to be a Guarantor as a result of a transaction permitted hereunder.

(b) In connection with a termination or release pursuant to this Section, the Administrative Agent shall promptly execute and deliver to the applicable Credit Party, at the Borrower's expense, all documents that the applicable Credit Party shall reasonably request to evidence such termination or release. Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release any Guarantor from its obligations under the Guaranty pursuant to this Section.

Section 8.11 Bank Products.

Except as otherwise provided herein, no Bank Product Provider that obtains the benefits of Sections 2.8 and 7.2 or any Guaranty by virtue of the provisions hereof or of any Guaranty shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Credit Document other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Credit Documents. The Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Credit Party Obligations arising under Bank Products unless the Administrative Agent has received written notice of such Credit Party Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Bank Product Provider.

Section 8.12 Withholding Tax.

To the extent required by any Requirements of Law (as determined in good faith by the Administrative Agent), the Administrative Agent may withhold from any payment to any Lender under any Credit Document an amount equivalent to any applicable withholding Tax. Without limiting or expanding the provisions of Section 2.16, each Lender shall indemnify and hold harmless the Administrative Agent against, and shall make payable in respect thereof within 10 days after demand therefor, any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agent) incurred by or asserted against the Administrative Agent by the IRS or any other Governmental Authority as a result of the failure of the Administrative Agent to properly withhold Tax from amounts paid to or for the account of such Lender for any reason (including 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 whether or not such Taxes were correctly or legally imposed or asserted). A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement ~~or~~, any other Credit Document or otherwise against any amount due the Administrative Agent under this Section 8.12. The agreements in this Section 8.12 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations. For the avoidance of doubt, the term "Lender" shall, for purposes of this Section 8.12, include any Issuing Lender.

Section 8.13 Recovery of Erroneous Payments.

Without limitation of any other provision in this Agreement, if at any time the Administrative Agent makes a payment hereunder in error to any Lender (the "Erroneous Party"), whether or not in respect of an Obligation due and owing by the Borrower at such time, where such payment is a Rescindable Amount, then in any such event, each Erroneous Party receiving a Rescindable Amount severally agrees to repay to the Administrative Agent within one (1) Business Day the Rescindable Amount received by such Erroneous Party in immediately available funds in the currency so received, with interest thereon, for each day from and including the date such Rescindable Amount is received by it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. Each Erroneous Party irrevocably waives any and all defenses, including any "discharge for value" (under which a creditor might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a debt owed by another) or similar defense to its obligation to return any Rescindable Amount. The Administrative Agent shall inform each Erroneous Party promptly upon determining that any payment made to such Erroneous Party comprised, in whole or in part, a Rescindable Amount.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Amendments and Waivers.

(a) Subject to Section 2.13(b), Section 2.22(d) and Section 9.1(b) below, neither this Agreement nor any of the other Credit Documents, nor any terms hereof or thereof may be amended, modified, extended, restated, replaced, or supplemented (by amendment, waiver, consent or otherwise) except in accordance with the provisions of this Section. The Required Lenders may or, with the written consent of the Required Lenders, the Administrative Agent may, from time to time, (a) enter into with the Borrower written amendments, supplements or modifications hereto and to the other Credit Documents for the purpose of adding any provisions to this Agreement or the other Credit Documents or changing in any manner the rights of the Lenders or of the Borrower hereunder or thereunder or (b) waive or consent to the departure from, on such terms and conditions as the Required Lenders may specify in such instrument, any of the requirements of this Agreement or the other Credit Documents or any Default or Event of Default and its consequences; provided, however, that no such amendment, supplement, modification, release, waiver or consent shall:

(i) reduce the amount or extend the scheduled date of maturity of any Loan or Note or any installment thereon, or reduce the amount or stated rate of any interest or fee payable hereunder (except in connection with a waiver of interest at the increased post-default rate set forth in Section 2.8 which shall be determined by a vote of the Required Lenders) or extend the scheduled date of any payment thereof or increase the amount or extend the expiration date of any Lender's Commitment, in each case without the written consent of each Lender directly affected thereby; or

(ii) amend, modify or waive any provision of this Section or reduce the percentage specified in the definition of Required Lenders or Required Facility Lenders, without the written consent of all the Lenders; or

(iii) release the Borrower or all or substantially all of the Guarantors from obligations under the Guaranty, without the written consent of all of the Lenders and Bank Product Providers; or

(iv) subordinate any Lien securing the ~~Loans to~~Obligations to Liens securing any other Indebtedness or subordinate the Obligations in right of payment to any other Indebtedness, in each case, without the written consent of all of the Lenders; or

(v) permit a Letter of Credit to have an original expiry date more than twelve (12) months from the date of issuance without the consent of each of the Revolving Lenders; provided, that the expiry date of any Letter of Credit may be extended in accordance with the terms of Section 2.3(a); or

(vi) permit the Borrower to assign or transfer any of its rights or obligations under this Agreement or other Credit Documents without the written consent of all of the Lenders; or

(vii) amend, modify or waive any provision of the Credit Documents requiring consent, approval or request of the Required Lenders or Required Facility Lenders or all Lenders without the written consent of the Required Lenders or Required Facility Lenders or all the Lenders as appropriate; or

(viii) amend, modify or waive the order in which Credit Party Obligations are paid or in a manner that would alter the pro rata sharing of payments by and among the Lenders in Section 2.11(b) or 9.7(b) without the written consent of each Lender and each Bank Product Provider directly affected thereby; or

(ix) amend, modify or waive any provision of Article VIII without the written consent of the then Administrative Agent; or

(x) amend or modify the definition of Credit Party Obligations to delete or exclude any obligation or liability described therein without the written consent of each Lender and each Bank Product Provider directly affected thereby; or

(xi) amend the definitions of "Hedging Agreement," "Bank Product," or "Bank Product Provider" without the consent of any Bank Product Provider that would be adversely affected thereby; or

(xii) at any time following the Collateral Event, release all or substantially all of the Collateral without the written consent of each Lender; or

(xiii) allow the Credit Parties to Dispose of all or substantially all of their assets, without the written consent of all of the Lenders and Bank Product Providers.

provided, further, that no amendment, waiver or consent affecting the rights or duties of the Administrative Agent or any Issuing Lender under any Credit Document shall in any event be effective, unless in writing and signed by the Administrative Agent and such Issuing Lender, in addition to the Lenders required hereinabove to take such action.

Notwithstanding the foregoing, any amendment that would require the approval of the Required Lenders as set forth above but only affects either the Revolving Lenders (including, for the avoidance of doubt, paragraphs (a) through (d) and (f) of Section 4.2, insofar as they apply to the borrowing of Revolving Loans) or the Term Loan Lenders or the Incremental Lenders of any series shall instead require the approval of the applicable Required Facility Lenders (in addition to any other approvals that would otherwise be required).

Any such waiver, any such amendment, supplement or modification and any such release shall apply equally to each of the Lenders and shall be binding upon the Borrower, the other Credit Parties, the Lenders, the Administrative Agent and all future holders of the Notes. In the case of any waiver, the Borrower, the other Credit Parties, the Lenders and the Administrative Agent shall be restored to their former position and rights hereunder and under the outstanding Loans and Notes and other Credit Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

Notwithstanding any of the foregoing to the contrary, the consent of the Borrower and the other Credit Parties shall not be required for any amendment, modification or waiver of the provisions of Article VIII (other than the provisions of Section 8.9).

Notwithstanding any of the foregoing to the contrary, the Credit Parties and the Administrative Agent, without the consent of any Lender, may enter into any amendment, modification or waiver of any Credit Document, or enter into any new agreement or instrument, to correct any obvious error or omission of a technical nature, in each case that is immaterial (as determined by the Administrative Agent), in any

provision of any Credit Document, if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof.

Notwithstanding (x) the fact that the consent of all the Lenders or of each Lender directly affected thereby is required in certain circumstances as set forth above or (y) anything to the contrary contained in this Agreement, (a) each Lender is entitled to vote as such Lender sees fit on any bankruptcy reorganization plan that affects the Loans, and each Lender acknowledges that the provisions of Section 1126(c) of the Bankruptcy Code supersedes the unanimous consent provisions set forth herein, (b) the Required Lenders may consent to allow a Credit Party to use cash collateral in the context of a bankruptcy or insolvency proceeding and (c) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except (i) that the Commitment of such Lender may not be increased or extended without the consent of such Lender and (ii) to the extent such amendment, waiver or consent impacts such Defaulting Lender more than the other Lenders.

For the avoidance of doubt and notwithstanding any provision to the contrary contained in this Section 9.1, this Agreement may be amended (or amended and restated) with the written consent of the Credit Parties and the Administrative Agent in accordance with Section 2.22.

(b) If the Administrative Agent and the Borrower acting together identify any ambiguity, omission, mistake, typographical error or other defect in any provision of this Agreement or any other Credit Document, then the Administrative Agent and the Borrower shall be permitted to amend, modify or supplement such provision to cure such ambiguity, omission, mistake, typographical error or other defect, and such amendment shall become effective without any further action or consent of any other party to this Agreement.

Section 9.2 Notices.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows:

(i) If to the Borrower or any other Credit Party:

1301 Concord Terrace
Sunrise, Florida 33323
Attention: Chief Financial Officer and General Counsel
Telephone: (954) 384-0175
Fax: (954) 384-7657

with a copy to:

DLA Piper LLP
200 South Biscayne Blvd., Suite 2500
Miami, Florida 33131
Attention: Joshua Samek
Telephone: (305) 702-8880
Email: Joshua.samek@us.dlapiper.com

(ii) If to the Administrative Agent:

~~JPMorgan Chase Bank, N.A., as Administrative Agent~~
~~10 South Dearborn, Level 2~~
~~Chicago, Illinois 60603-2300~~

For operational notices (payments, loan requests, etc.):

Bank of America, N.A.
Mail Code: TX2-984-03-23
Building C
2380 Performance Drive
Richardson, Texas 75082
Attention: Kesha Martinez, Loan Servicing Administrator
Telephone: (469) 201-8836
Fax: (214) 290-9416
Email: kesha.martinez@bofa.com

For other purposes:

Bank of America, N.A.
Agency Management
Loan, Lease and Trade Operations
Mail Code: CA5-705-06-35
555 California Street, 6th Floor
San Francisco, California 94104
Attention: ~~Jonathan Dowdy~~ Douglas Fond, Agency Management Officer
Telephone: (~~312) 732-1891~~ 415) 436-1744
Fax: (~~888) 292-9533~~415) 796-1476
Email: ~~jpm.agency.servicing.1@jpmchase~~ douglas.fong@bofa.com

with a copy to:

Cahill Gordon & Reindel LLP
~~80 Pine Street~~
32 Old Slip
New York, New York 10005
Attention: ~~Jennifer B. Ezring~~William Miller
Telephone: (212) 701-~~3822~~3836
~~Fax: (212) 378-2415~~
Email: ~~jezring~~wmiller@cahill.com

(iii) If to Bank of America, N.A., as Issuing Lender:

Bank of America, N.A.
Trade Operations
Mail Code: PA6-580-02-30
1 Fleet Way
Scranton, Pennsylvania 18507
Attention: Trade Client Service Team – US
Telephone: (570) 496-9619

Fax: (800) 755-8740
Email: tradeclientserviceteamus@bofa.com

(iv) ~~(iii)~~ if to a Lender, to it at its address (or telecopier number) set forth in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the Issuing Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender or any Issuing Lender pursuant to Article II if such Lender or such Issuing Lender, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice 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, 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.

(c) Change of Address, Etc. Any party hereto may change its address or telecopier number for notices and other communications hereunder by notice to the other parties hereto.

(d) Platform.

(i) Each Credit Party agrees that the Administrative Agent may make the Communications available to the Lenders by posting the Communications on ~~Intralinks or a substantially similar electronic transmission system (the "~~the Platform~~")~~.

(ii) The Platform is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications effected thereby. No warranty of any kind, express, implied or statutory, including, without limitation, 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 the Platform. In no event shall the Administrative Agent or any of its affiliates or any of their respective officers, directors, employees, agents, advisors or representatives (collectively, "Agent Parties") have any liability to the Credit Parties, any Lender or any other Person or entity for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or

expenses (whether in tort, contract or otherwise) arising out of any Credit Party's or the Administrative Agent's transmission of Communications through the Platform, unless 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 an Agent Party or from any material breach by an Agent Party of the obligations owing by it to the Credit Parties under this Agreement or the other Credit Documents.

Section 9.3 No Waiver; Cumulative Remedies.

No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Section 9.4 Survival of Representations and Warranties.

All representations and warranties made hereunder and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the Notes and the making of the Loans; provided that all such representations and warranties shall terminate on the date upon which the Commitments have been terminated and all amounts owing hereunder and under any Notes have been paid in full.

Section 9.5 Payment of Expenses; Indemnity.

(a) Costs and Expenses. The Credit Parties shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and the Arrangers (including the reasonable and documented fees, charges and disbursements of one external counsel for the Administrative Agent and the Arrangers, taken as a whole, and one external local counsel for the Administrative Agent and the Arrangers, taken as a whole, in each jurisdiction if required), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Credit Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable and documented out-of-pocket expenses incurred by any Issuing Lender in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable and documented out-of-pocket fees and expenses incurred by the Administrative Agent, any Lender, any Issuing Lender (including the reasonable and documented fees, charges and disbursements of one external counsel for the Administrative Agent, the Lenders and the Issuing Lenders, taken as a whole, and one external local counsel for the Administrative Agent, the Lenders and the Issuing Lenders, taken as a whole (and to the extent any such person determines, after consultation with legal counsel, that an actual or potential conflict may require use of separate counsel by such person, separate legal counsel (including separate local counsel) for such person)) in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Credit Documents, including its rights under this Section, or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) Indemnification by the Credit Parties. The Credit Parties shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender, each Issuing Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, penalties, damages, liabilities and related expenses (including the

reasonable and documented fees, charges and disbursements of one external counsel for the Indemnitees, taken as a whole, and one external local counsel for the Indemnitees, taken as a whole, in each applicable jurisdiction if required (and to the extent an Indemnitee determines, after consultation with legal counsel, that an actual or potential conflict may require use of separate counsel by such Indemnitee, separate legal counsel (including separate local counsel) for such Indemnitee)), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Credit Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Credit Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by any Issuing Lender to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Materials of Environmental Concern on or from any property owned or operated by any Credit Party or any of its Subsidiaries, or any liability under Environmental Law related in any way to any Credit Party or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Credit Party, and regardless of whether any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (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 the Borrower or any other Credit Party against such Indemnitee for material breach of such Indemnitee's obligations hereunder or under any other Credit Document, if the Borrower or such Credit Party has obtained a final non-appealable judgment in its favor on such claim as determined by a court of competent jurisdiction, (C) arise from disputes arising solely among Indemnitees that do not involve any act or omission by any Credit Party or their respective Affiliates and are unrelated to any dispute involving the Administrative Agent in its capacity as such, or any claim by, the Administrative Agent, any Lender or any Issuing Lender against any Credit Party or its Affiliates, or (D) are payable as a result of a settlement agreement related to the foregoing effected without the written consent of the Borrower (which consent shall not to be unreasonably withheld or delayed); provided that (i) such consent shall be deemed given in the event that the Borrower has not objected thereto in writing within 15 days after receiving written notice thereof, (ii) such consent shall not be required if any Credit Party has defaulted under its indemnification obligations (including obligations to indemnify the Indemnitees for legal fees and expenses related to such matter as requested by an Indemnitee from time to time) and (iii) no such consent shall be required if there is a final judgment against an Indemnitee in any proceeding; provided, further however, that such Indemnitee shall promptly refund any amount to the extent that there is a final, non-appealable judicial determination that such Indemnitee was not entitled to indemnification or contribution rights with respect to such payment pursuant to the express terms of this Section 9.5(b). This Section 9.5(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Credit Parties for any reason fail to indefeasibly pay any amount required under paragraph (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), any Issuing Lender or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), such Issuing Lender or such Related Party, as the case may be, such Lender's Commitment Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, 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 any such sub-agent), any Issuing Lender in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or any Issuing Lender in connection with such capacity.

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, none of the parties hereto or any Indemnitee shall assert, and each of them hereby waives, any claim against any other Person, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Credit Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof; provided, that such waiver shall not apply to any parties or any Indemnitee's right to indemnification hereunder for losses, claims, penalties, damages, liabilities and related expenses incurred by any party or Indemnitee as a result of a claim by any third party. No Indemnitee referred to in paragraph (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Credit Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the bad faith, gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable promptly/not later than five (5) Business Days after written demand therefor.

(f) Survival. The agreements contained in this Section shall survive the resignation of the Administrative Agent and the replacement of any Issuing Lender, the replacement of any Lender, the termination of the Commitments and the repayment, satisfaction or discharge of the Credit Party Obligations.

Section 9.6 Successors and Assigns; Participations.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Credit Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of paragraph (b) of this Section, (ii) by way of participation in accordance with the provisions of paragraph (d) of this Section or (iii) by way of pledge or assignment of a security interest subject to the restrictions of paragraph (f) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in paragraph (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible 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); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in paragraph (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than $5,000,000 (provided, however, that simultaneous assignments shall be aggregated in respect of a Lender and its Approved Funds), unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed).

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Commitment assigned, except that this clause (ii) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate Facilities on a non-pro rata basis.

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by paragraph (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (x) an Event of Default under Section 7.1(a) or (f) has occurred and is continuing at the time of such assignment or (y) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided that the Borrower will be deemed to have consented to any assignment to which it has not objected within ten (10) Business Days after receipt of a request for consent to such assignment;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of a Revolving Commitment if such assignment is to a Person that is not a Lender with a Commitment, an Affiliate of such Lender or an Approved Fund with respect to such Lender; and

(C) the consent of the Issuing Lenders (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of a Revolving Commitment.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500; provided that only one (1) such fee shall be payable in respect of simultaneous assignments by a Lender and its Approved Funds), and the assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; provided, further, that in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, if such Non-Consenting Lender is being replaced pursuant to Section 2.19(b), such Non-Consenting Lender shall not be required to execute such Assignment and Assumption in order for such assignment to be effective.

(v) No Assignment to Certain Persons. No such assignment shall be made to any Person that is not an Eligible Assignee.

(vi) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (A) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon), and (B) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Letters of Credit in accordance with its Revolving Commitment Percentage in the case of Revolving Lenders ~~or~~, its Term Loan Commitment Percentage in the case of Term Loan Lenders and its applicable Commitment Percentage in the case of Incremental Lenders. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to paragraph (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 2.14 and 9.5 with respect to facts and circumstances occurring prior to the effective date of such assignment. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (d) of this Section.

(c) Register. The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices in Charlotte, North Carolina a 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 Commitments of, and principal amounts (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, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or any Credit Party or any Credit Party's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent, the Issuing Lenders and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be

responsible for the indemnity under Section 9.5(c) with respect to any payments made by such Lender to its Participant(s).

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that affects such Participant. Subject to paragraph (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.14 and 2.16 (subject to the requirements and limitations of such Sections and Section 2.19, and it being understood that the documentation required under Section 2.16(e) and (f) shall be delivered solely to the participating Lender) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.7 as though it were a Lender, provided such Participant agrees to be subject to Section 2.11 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 Credit Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Credit Document) except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Sections 2.14 and 2.16 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent (not to be unreasonably withheld or delayed).

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

Section 9.7 Right of Setoff; Sharing of Payments.

(a) If an Event of Default shall have occurred and be continuing, each Lender, each Issuing Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, such Issuing Lender or any such Affiliate to or for the credit or the account of the Borrower or any other Credit Party against any and all of the obligations of the Borrower or such Credit Party now or hereafter existing under this Agreement or any other Credit Document to such Lender or such Issuing Lender, irrespective of whether or not such Lender or such Issuing Lender shall have made any demand under this Agreement or any other Credit Document and although such obligations of the Borrower or such Credit Party may be contingent or unmatured or are

owed to a branch, office or affiliate of such Lender or such Issuing Lender different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (i) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.21 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Lenders and the other Lenders, and (ii) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Credit Party Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, each Issuing Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, such Issuing Lender or their respective Affiliates may have. Each Lender and each Issuing 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.

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

(A) 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

(B) the provisions of this paragraph shall not be construed to apply to (x) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in Letters of Credit to any assignee or participant, other than to any Credit Party or any Subsidiary thereof (as to which the provisions of this paragraph shall apply) or (z) any amounts received by any Issuing Lender to secure the obligations of a Defaulting Lender to fund risk participations hereunder.

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

Section 9.8 Table of Contents and Section Headings.

The table of contents and the Section and subsection headings herein are intended for convenience only and shall be ignored in construing this Agreement.

Section 9.9 Counterparts; Integration; Effectiveness; Electronic Execution.

(a) Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Credit Documents, and any separate letter agreements with respect to fees payable to the Administrative Agent, the Issuing Lenders or any Arranger constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.1, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed signature page (counterpart or otherwise) of this Agreement or any Credit Document, or any certificates executed in connection herewith or therewith by telecopy or email shall be effective as if delivered manually.

(b) Electronic Execution of Assignments. ~~The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.~~This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a "Notice"), including Notice required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. The Borrower agrees that any Electronic Signature on or associated with any Notice shall be valid and binding on the Borrower to the same extent as a manual, original signature, and that any Notice entered into by Electronic Signature, will constitute the legal, valid and binding obligation of the Borrower enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Notice may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Notice. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent of a manually signed paper Notice which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Notice converted into another format, for transmission, delivery and/or retention. The Administrative Agent may, at its option, create one or more copies of any Notice in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. All Notices in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; *provided*, *further*, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Credit Party without further verification and (b) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by such manually executed counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

Section 9.10 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 9.11 Integration.

This Agreement and the other Credit Documents represent the agreement of the Borrower, the other Credit Parties, the Administrative Agent and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent, the Borrower, the other Credit Parties, or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or therein.

Section 9.12 Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of New York without regard to its conflicts of law principals that would cause the law of another jurisdiction to apply (other than Sections 5-1401 and 5-1402 of The New York General Obligations Law).

Section 9.13 Consent to Jurisdiction; Service of Process and Venue.

(a) Consent to Jurisdiction. The Borrower and each other Credit Party irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of New York County, New York, the United States District Court for the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Credit Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York sitting State court or, to the fullest extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Credit Document shall affect any right that the Administrative Agent, any Lender or any Issuing Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Credit Document against the Borrower or any other Credit Party or its properties in the courts of any jurisdiction.

(b) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 9.2. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

(c) Venue. The Borrower and each other Credit Party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Credit Document in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Section 9.14 Confidentiality.

Each of the Administrative Agent, the Arrangers, the Lenders and the Issuing Lenders agree to maintain the confidentiality of the Information (as defined below), except that Information may be

disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and other representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (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, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder, under any other Credit Document or Bank Product or any action or proceeding relating to this Agreement, any other Credit Document or Bank Product or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (g) to (i) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, (ii) an investor or prospective investor in securities issued by an Approved Fund that also agrees that Information shall be kept confidential and used solely for the purpose of evaluating an investment in such securities issued by the Approved Fund, (iii) a trustee, collateral manager, servicer, backup servicer, noteholder or secured party in connection with the administration, servicing and reporting on the assets serving as collateral for securities issued by an Approved Fund, or (iv) a nationally recognized rating agency that requires access to information regarding the Credit Parties, the Loans and Credit Documents in connection with ratings issued in respect of securities issued by an Approved Fund (in each case, it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential), (h) with the consent of the Borrower or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender, any Issuing Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower.

For purposes of this Section, "Information" means all information received from any Credit Party or any of its Subsidiaries relating to any Credit Party or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or any Issuing Lender on a nonconfidential basis prior to disclosure by any Credit Party or any of its Subsidiaries; provided that, in the case of information received from any Credit Party or any of its Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. Each Lender acknowledges that federal law prohibits the purchase or sale of any of the Borrower's securities while in possession of material non-public information. Each of the Administrative Agent and the Lenders acknowledges that (a) the Information may include material non-public information concerning the Credit Parties and their Subsidiaries, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable law, including federal and state securities laws and regulations.

Section 9.15 Acknowledgments.

The Borrower and the other Credit Parties each hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of each Credit Document;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to the Borrower or any other Credit Party arising out of or in connection with this Agreement and the relationship between the Administrative Agent and the Lenders, on

one hand, and the Borrower and the other Credit Parties, on the other hand, in connection herewith is solely that of creditor and debtor; and

(c) no joint venture exists among the Lenders and the Administrative Agent or among the Borrower, the Administrative Agent or the other Credit Parties and the Lenders.

Section 9.16 Waivers of Jury Trial.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 9.17 Patriot Act Notice.

Each Lender and the Administrative Agent (for itself and not on behalf of any other party) hereby notifies the Borrower that, pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Borrower and the other Credit Parties, which information includes the name and address of the Borrower and the other Credit Parties and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower and the other Credit Parties in accordance with the Patriot Act.

Section 9.18 Resolution of Drafting Ambiguities.

Each Credit Party acknowledges and agrees that it was represented by counsel in connection with the execution and delivery of this Agreement and the other Credit Documents to which it is a party, that it and its counsel reviewed and participated in the preparation and negotiation hereof and thereof and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation hereof or thereof.

Section 9.19 Continuing Agreement.

This Credit Agreement shall be a continuing agreement and shall remain in full force and effect until all Credit Party Obligations (other than those obligations that expressly survive the termination of this Credit Agreement) have been paid in full and all Commitments and Letters of Credit have been terminated, after which this Credit Agreement automatically shall terminate. Upon termination, the Credit Parties shall have no further obligations (other than those obligations that expressly survive the termination of this Credit Agreement) under the Credit Documents; provided that should any payment, in whole or in part, of the Credit Party Obligations be rescinded or otherwise required to be restored or returned by the Administrative Agent or any Lender, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, then the Credit Documents shall automatically be reinstated and all Liens, if any, under the LOC Documents of the Administrative Agent shall reattach to the collateral and all amounts required to be restored or returned and all costs and expenses incurred by the Administrative Agent or any Lender in connection therewith shall be deemed included as part of the Credit Party Obligations.

Section 9.20 Lender Consent.

Each Person signing a Lender Consent (a) approves the Credit Agreement, (b) authorizes and appoints the Administrative Agent as its agent in accordance with the terms of Article VIII, (c) authorizes the Administrative Agent to execute and deliver this Agreement on its behalf, (d) is a Lender hereunder and therefore shall have all the rights and obligations of a Lender under this Agreement as if such Person had directly executed and delivered a signature page to this Agreement and (e) has consented to, approved or accepted or is satisfied with, each document or other matter required under Section 4.1 to be consented to or approved by or be acceptable or satisfactory to a Lender.

Section 9.21 Press Releases and Related Matters.

The Credit Parties and their Affiliates agree that they will not in the future issue any press releases or other public disclosure using the name of Administrative Agent or any Lender or their respective Affiliates or referring to this Agreement or any of the Credit Documents without the prior written consent of such Person, unless (and only to the extent that) a Credit Party or such Affiliate is required to do so under law and then, in any event, the Credit Parties or such Affiliate will to the extent practicable consult with such Person before issuing such press release or other public disclosure, provided, that no consultation shall be required in connection with disclosures in a periodic or other report filed with or furnished to the SEC. The Credit Parties consent to the publication by Administrative Agent or any Lender of customary advertising material relating to the transactions contemplated by this Agreement and the Credit Documents using the name, product photographs, logo or trademark of the Credit Parties.

Section 9.22 Appointment of Borrower.

Each of the Guarantors hereby appoints the Borrower to act as its agent for all purposes under this Agreement and agrees that (a) the Borrower may execute such documents on behalf of such Guarantor as the Borrower deems appropriate in its sole discretion and each Guarantor shall be obligated by all of the terms of any such document executed on its behalf, (b) any notice or communication delivered by the Administrative Agent or the Lender to the Borrower shall be deemed delivered to each Guarantor and (c) the Administrative Agent or the Lenders may accept, and be permitted to rely on, any document, instrument or agreement executed by the Borrower on behalf of each Guarantor.

Section 9.23 Certain Waivers, Subordinations and Consents.

(a) Each of the Credit Parties acknowledges and agrees that certain Credit Parties and their Equity Holders are, or in the future may be or become, subject to the terms of one or more Contractual Obligations with the Borrower or another Credit Party (including those arising under the terms of Management Agreements) (i) which conflict with the terms of the Credit Documents to which such Credit Parties are a party, the execution and delivery thereof by such Credit Parties, or the performance by such Credit Parties of the terms thereof, including undertakings not to incur debt, not to pledge assets to third parties, not to pay dividends and not to enter into material agreements without obtaining certain consents (collectively, the "Credit Party Intercompany Restrictions"), (ii) pursuant to which such Credit Parties grant to the Borrower or such other Credit Party a Lien on various assets of such Credit Parties (collectively, the "Borrower Pledges"), (iii) pursuant to which Equity Holders grant to the Borrower or such other Credit Party the right, upon the occurrence of certain circumstances, to acquire Equity Interests in such Credit Parties from the applicable Equity Holders (collectively, the "Holder Purchase Grants"), (iv) pursuant to which Equity Holders are restricted from transferring their Equity Interests in a Practice (the "Equity Holder Transfer Restrictions"), and/or (v) pursuant to which Equity Holders grant to the Borrower or such other Credit Party a Lien on the Equity Interests in the applicable Credit Parties owned by such Equity Holders (collectively, the "Holder Lien Grants") (each agreement, including each Management Agreement, containing any such restriction being referred to herein as a "Restrictive Agreement").

(b) Each of the Credit Parties hereby absolutely and irrevocably waives the Credit Party Intercompany Restrictions and the Equity Holder Transfer Restrictions insofar as any of such Credit Party Intercompany Restrictions or Equity Holder Transfer Restrictions conflict with or would otherwise prohibit or impair the due, punctual and full performance and observance of any term, covenant or condition now or hereafter contained in any Credit Document.

(c) The Borrower and each other Credit Party party to any such Restrictive Agreement hereby agree that, except as expressly permitted hereunder or under the terms of any other Credit Document, no Credit Party shall exercise its rights under any of the Holder Purchase Grants.

(d) So long as no Default or Event of Default has occurred and is continuing:

(i) any Credit Party may at its expense exercise rights under Borrower Pledges and Holder Lien Grants as it may determine to be reasonably necessary in the ordinary course of business (including the taking of possession of and selling or otherwise disposing of property subject to Borrower Pledges and Holder Lien Grants and retaining the proceeds thereof, in each case to the extent permitted by applicable law) to recover amounts owed or otherwise remedy defaults in payment or performance obligations arising under Management Agreements; provided, that the Borrower shall set forth in the next officer's certificate delivered to the Administrative Agent pursuant to Section 5.2(b) for the period during which such rights are exercised a reasonably detailed description of the circumstances giving rise to such exercise and the remedies exercised; and

(ii) the Borrower may at its expense exercise Holder Purchase Grants to the extent that such exercise would otherwise be permitted hereunder as a Permitted Investment.

Section 9.24 No Advisory or Fiduciary Responsibility.

In connection with all aspects of each Transaction, each of the Credit Parties acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) the credit facility provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Credit Document) are an arm's-length commercial transaction between the Credit Parties and their Affiliates, on the one hand, and the Administrative Agent, the Arrangers and the Lenders, on the other hand, and the Credit Parties are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the Transactions and by the other Credit Documents (including any amendment, waiver or other modification hereof or thereof); (b) in connection with the process leading to such transaction, each of the Administrative Agent, each Arranger and each Lender is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for any Credit Party or any of their Affiliates, stockholders, creditors or employees or any other Person; (c) neither the Administrative Agent nor any Arranger nor any Lender has assumed or will assume an advisory, agency or fiduciary responsibility in favor of any Credit Party with respect to any of the Transactions or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Credit Document (irrespective of whether the Administrative Agent, any Arranger or any Lender has advised or is currently advising any Credit Party or any of its Affiliates on other matters) and neither the Administrative Agent, nor any Arranger nor any Lender has any obligation to any Credit Party or any of their Affiliates with respect to the Transactions except those obligations expressly set forth herein and in the other Credit Documents; (d) the Administrative Agent, the Arrangers, the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Credit Parties and their Affiliates, and neither the Administrative Agent, nor any Arranger nor any Lender has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (e) the Administrative Agent, the Arrangers and the Lenders have not provided and will not provide any legal, accounting,

regulatory or tax advice with respect to any of the Transactions (including any amendment, waiver or other modification hereof or of any other Credit Document) and the Credit Parties have consulted their own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. Each of the Credit Parties hereby waives and releases, to the fullest extent permitted by law, any claims that it may have against the Administrative Agent, the Arrangers, the Lenders and their respective Affiliates with respect to any breach or alleged breach of agency or fiduciary duty.

Section 9.25 [Reserved].

Section 9.26 Release of Liens and Guarantees.

The Administrative Agent shall (and each Lender hereby irrevocably authorizes the Administrative Agent to):

(a) release any Lien granted to the Administrative Agent under any Credit Document on any asset of any Credit Party (i) upon payment in full of the Credit Party Obligations and the cancellation of all Commitments hereunder, (ii) that is sold, transferred, encumbered or otherwise disposed of or to be sold, transferred, encumbered or otherwise disposed of as part of, or in connection with, any sale, transfer or disposition permitted under the Credit Documents to a Person that is not (and is not required to become) a Credit Party, (iii) that does not constitute (or ceases to constitute) Collateral, (iv) if such Credit Party has guaranteed the Obligations, upon the release of such Credit Party's guaranty in accordance with the terms of the Credit Documents, (v) that constitutes Excluded Assets, or (vi) to the extent such release is approved, authorized or ratified in writing by the Required Lenders in accordance with Section 9.1;

(b) automatically release any Person that has guaranteed the Obligations from its guaranty if such Person ceases to be a Domestic Subsidiary as a result of a transaction or series of transactions that is permitted under the Credit Documents; and

(c) subordinate any Lien granted to the Administrative Agent (or any sub-agent or collateral agent) under any Credit Document to any Lien that is permitted by clauses (c), (i) or (o) of the definition of Permitted Liens, or otherwise having priority by operation of law.

The Administrative Agent will, and each Lender hereby authorizes the Administrative Agent to, at the expense of the Borrower, execute and deliver to the relevant Credit Party such documents and/or instruments as such Credit Party may reasonably request to evidence or effectuate the release of any Lien or guarantee or the subordination of any Lien contemplated by this Section 9.26; provided, that the Administrative Agent shall have received a certificate of a Responsible Officer of the Borrower containing certifications regarding compliance with the provisions of the Credit Documents permitting the action giving rise to such action. Upon the request of the Administrative Agent, the Required Lenders will confirm in writing the Administrative Agent's authority to take the actions contemplated by this Section 9.26. Any representation, warranty or covenant contained in any Credit Document relating to any asset of any Credit Party shall no longer be deemed to be made once the Lien on such asset is released in accordance herewith.

Section 9.27 Acknowledgement and Consent of Bail-In of ~~EEA~~Affected Financial Institutions. Solely to the extent any ~~Agent, Lender or Issuing~~ Lender that is an ~~EEA~~Affected Financial Institution is a party to this Agreement and notwithstanding anything to the contrary in any Credit Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an ~~EEA~~Affected Financial Institution arising under any Credit Document, to the extent such liability is unsecured, may be subject to the ~~write-down and conversion powers of an EEA~~Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by ~~an EEA~~the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender that is an ~~EEA~~Affected Financial Institution; and

(b) the effects of any Bail-~~in~~In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such ~~EEA~~Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Credit Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the ~~write-down~~Write-Down and ~~conversion powers of any EEA~~Conversion Powers of the applicable Resolution Authority.

Section 9.28 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, the Arrangers, and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, the Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that none of the Administrative Agent, any Arranger or any of their respective Affiliates is a fiduciary with respect to the Collateral or the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Credit Document or any documents related to hereto or thereto).

(c) The Administrative Agent, and each Arranger, the syndication agent or other agents listed on the cover page hereof hereby informs the Lenders that each such Person is not undertaking to provide investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments, this Agreement and any other Credit Documents, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Credit Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

Section 9.29 Acknowledgement Regarding Any Supported QFCs. To the extent that the Credit Documents provide support, through a guarantee or otherwise, for Swap Obligations or any other agreement or instrument that is a QFC (such support "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Credit Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Credit Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Credit Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect

to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 9.29, the following terms have the following meanings:

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

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

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

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

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

ARTICLE X

GUARANTY

Section 10.1 The Guaranty.

In order to induce the Lenders to enter into this Agreement and any Bank Product Provider to enter into any Bank Product and to extend credit hereunder and thereunder and in recognition of the direct benefits to be received by the Guarantors from the Extensions of Credit hereunder and any Bank Product, each of the Guarantors hereby agrees with the Administrative Agent, the Lenders and the Bank Product Providers as follows: each Guarantor hereby unconditionally and irrevocably jointly and severally guarantees as primary obligor and not merely as surety the full and prompt payment when due, whether upon maturity, by acceleration or otherwise, of any and all Credit Party Obligations. If any or all of the indebtedness or other obligations becomes due and payable hereunder or under any Bank Product, each Guarantor unconditionally promises to pay such indebtedness to the Administrative Agent, the Lenders, the Bank Product Providers, or their respective order, on demand, together with any and all reasonable expenses which may be incurred by the Administrative Agent or the Lenders in collecting any of the Credit Party Obligations. The Guaranty set forth in this Article X is a guaranty of timely payment and not of

collection. The word "indebtedness" is used in this Article X in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of the Borrower, including specifically all Credit Party Obligations, arising in connection with this Agreement, the other Credit Documents or any Bank Product, in each case, heretofore, now, or hereafter made, incurred or created, whether voluntarily or involuntarily, absolute or contingent, liquidated or unliquidated, determined or undetermined, whether or not such indebtedness is from time to time reduced, or extinguished and thereafter increased or incurred, whether the Borrower may be liable individually or jointly with others, whether or not recovery upon such indebtedness may be or hereafter become barred by any statute of limitations, and whether or not such indebtedness may be or hereafter become otherwise unenforceable.

Notwithstanding any provision to the contrary contained herein or in any other of the Credit Documents, to the extent the obligations of a Guarantor shall be adjudicated to be invalid or unenforceable for any reason (including, without limitation, because of any applicable state or federal law relating to fraudulent conveyances or transfers) then the obligations of each such Guarantor hereunder shall be limited to the maximum amount that is permissible under applicable law (whether federal or state and including, without limitation, the Bankruptcy Code).

Section 10.2 Bankruptcy.

Additionally, each of the Guarantors unconditionally and irrevocably guarantees jointly and severally the payment of any and all Credit Party Obligations of the Borrower to the Lenders and any Bank Product Provider whether or not due or payable by the Borrower upon the occurrence of any Bankruptcy Event and unconditionally promises to pay such Credit Party Obligations to the Administrative Agent for the account of the Lenders and to any such Bank Product Provider, or order, on demand, in lawful money of the United States. Each of the Guarantors further agrees that to the extent that the Borrower or a Guarantor shall make a payment or a transfer of an interest in any property to the Administrative Agent, any Lender or any Bank Product Provider, which payment or transfer or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, or otherwise is avoided, and/or required to be repaid to the Borrower or a Guarantor, the estate of the Borrower or a Guarantor, a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such avoidance or repayment, the obligation or part thereof intended to be satisfied shall be revived and continued in full force and effect as if said payment had not been made.

Section 10.3 Nature of Liability.

The liability of each Guarantor hereunder is exclusive and independent of any security for or other guaranty of the Credit Party Obligations of the Borrower whether executed by any such Guarantor, any other guarantor or by any other party, and no Guarantor's liability hereunder shall be affected or impaired by (a) any direction as to application of payment by the Borrower or by any other party, or (b) any other continuing or other guaranty, undertaking or maximum liability of a guarantor or of any other party as to the Credit Party Obligations of the Borrower, or (c) any payment on or in reduction of any such other guaranty or undertaking, or (d) any dissolution, termination or increase, decrease or change in personnel by the Borrower, or (e) any payment made to the Administrative Agent, the Lenders or any Bank Product Provider on the Credit Party Obligations which the Administrative Agent, such Lenders or such Bank Product Provider repay the Borrower pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and each of the Guarantors waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

Section 10.4 Independent Obligation.

The obligations of each Guarantor hereunder are independent of the obligations of any other Guarantor or the Borrower, and a separate action or actions may be brought and prosecuted against each

Guarantor whether or not action is brought against any other Guarantor or the Borrower and whether or not any other Guarantor or the Borrower is joined in any such action or actions.

Section 10.5 Authorization.

Each of the Guarantors authorizes the Administrative Agent, each Lender and each Bank Product Provider without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder, from time to time to (a) renew, compromise, extend, increase, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Credit Party Obligations or any part thereof in accordance with this Agreement and any Bank product, as applicable, including any increase or decrease of the rate of interest thereon, (b) take and hold security from any Guarantor or any other party for the payment of this Guaranty or the Credit Party Obligations and exchange, enforce waive and release any such security, (c) apply such security and direct the order or manner of sale thereof as the Administrative Agent and the Lenders in their discretion may determine and (d) release or substitute any one or more endorsers, Guarantors, the Borrower or other obligors.

Section 10.6 Reliance.

It is not necessary for the Administrative Agent, the Lenders or any Bank Product Provider to inquire into the capacity or powers of the Borrower or the officers, directors, members, partners or agents acting or purporting to act on its behalf, and any Credit Party Obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

Section 10.7 Waiver.

(a) Each of the Guarantors waives any right (except as shall be required by applicable statute and cannot be waived) to require the Administrative Agent, any Lender or any Bank Product Provider to (i) proceed against the Borrower, any other guarantor or any other party, (ii) proceed against or exhaust any security held from the Borrower, any other guarantor or any other party, or (iii) pursue any other remedy in the Administrative Agent's, any Lender's or any Bank Product Provider's power whatsoever. Each of the Guarantors waives any defense based on or arising out of any defense of the Borrower, any other guarantor or any other party other than payment in full of the Credit Party Obligations (other than contingent indemnification obligations), including, without limitation, any defense based on or arising out of the disability of the Borrower, any other guarantor or any other party, or the unenforceability of the Credit Party Obligations or any part thereof from any cause, or the cessation from any cause of the liability of the Borrower other than payment in full of the Credit Party Obligations. The Administrative Agent may, at its election, foreclose on any security held by the Administrative Agent or a Lender by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable (to the extent such sale is permitted by applicable law), or exercise any other right or remedy the Administrative Agent or any Lender may have against the Borrower or any other party, or any security, without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent the Credit Party Obligations have been paid in full and the Commitments have been terminated. Each of the Guarantors waives any defense arising out of any such election by the Administrative Agent or any of the Lenders, even though such election operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of the Guarantors against the Borrower or any other party or any security.

(b) Each of the Guarantors waives all presentments, demands for performance, protests and notices, including, without limitation, notices of nonperformance, notice of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurring of new or additional Credit Party Obligations. Each Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Credit Party Obligations and the nature, scope and extent of the risks which such

Guarantor assumes and incurs hereunder, and agrees that neither the Administrative Agent nor any Lender shall have any duty to advise such Guarantor of information known to it regarding such circumstances or risks.

(c) Each of the Guarantors hereby agrees it will not exercise any rights of subrogation which it may at any time otherwise have as a result of this Guaranty (whether contractual, under Section 509 of the U.S. Bankruptcy Code, or otherwise) to the claims of the Lenders or any Bank Product Provider against the Borrower or any other guarantor of the Credit Party Obligations of the Borrower owing to the Lenders or such Bank Product Provider (collectively, the "Other Parties") and all contractual, statutory or common law rights of reimbursement, contribution or indemnity from any Other Party which it may at any time otherwise have as a result of this Guaranty until such time as the Credit Party Obligations shall have been paid in full and the Commitments have been terminated. Each of the Guarantors hereby further agrees not to exercise any right to enforce any other remedy which the Administrative Agent, the Lenders or any Bank Product Provider now have or may hereafter have against any Other Party, any endorser or any other guarantor of all or any part of the Credit Party Obligations of the Borrower and any benefit of, and any right to participate in, any security or collateral given to or for the benefit of the Lenders and/or the Bank Product Providers to secure payment of the Credit Party Obligations of the Borrower until such time as the Credit Party Obligations (other than contingent indemnification obligations) shall have been paid in full and the Commitments have been terminated.

Section 10.8 Limitation on Enforcement.

The Lenders and the Bank Product Providers agree that this Guaranty may be enforced only by the action of the Administrative Agent acting upon the instructions of the Required Lenders or such Bank Product Provider (only with respect to obligations under the applicable Bank Product) and that no Lender or Bank Product Provider shall have any right individually to seek to enforce or to enforce this Guaranty, it being understood and agreed that such rights and remedies may be exercised by the Administrative Agent for the benefit of the Lenders under the terms of this Agreement and for the benefit of any Bank Product Provider under any Bank Product. The Lenders and the Bank Product Providers further agree that this Guaranty may not be enforced against any director, officer, employee or stockholder of the Guarantors.

Section 10.9 Confirmation of Payment.

The Administrative Agent and the Lenders will, upon request after payment of the Credit Party Obligations which are the subject of this Guaranty and termination of the Commitments relating thereto, confirm to the Borrower, the Guarantors or any other Person that such indebtedness and obligations have been paid and the Commitments relating thereto terminated, subject to the provisions of Section 10.2.

Section 10.10 Agreements for Contribution.

(a) To the extent that any Guarantor is required, by reason of its obligations hereunder, to pay to the Lender an amount greater than the amount of the value (as determined in accordance with applicable insolvency laws) actually made available to or for the benefit of such Guarantor on account of any Credit Document, such Guarantor shall have an enforceable right of contribution against the remaining Guarantors, and the remaining Guarantors shall be jointly and severally liable for repayment of the full amount of such excess payment.

(b) To the extent that any Guarantor would, but for the operation of this Section 10.10 and by reason of its Obligations hereunder or its obligations to other Guarantors under this Section 10.10, be rendered insolvent for any purpose under applicable insolvency laws, each of the Guarantors hereby agrees to indemnify such Guarantor and commits to make a contribution to such Guarantor's capital in an amount

at least equal to the amount necessary to prevent such Guarantor from having been rendered insolvent by reason of the incurrence of any such obligations.

(c) To the extent that any Guarantor would, but for the operation of this Section 10.10, be rendered insolvent under any applicable insolvency law by reason of its incurring of obligations to any other Guarantor under the foregoing Sections 10.10(a) and (b), such Guarantor shall, in turn, have rights of contribution to the full extent provided in the foregoing Sections 10.10(a) and (b) against the remaining Guarantors, such that all obligations of all the Guarantors hereunder and under this Section 10.10 shall be allocated in a manner such that no Guarantor shall be rendered insolvent for any purpose under applicable insolvency law by reason of its incurrence of such obligations.

Section 10.11 Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Guarantor to honor all of its obligations under this Guaranty in respect of a Swap Obligation (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.11 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.11 or otherwise under this Guaranty voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). Except as otherwise provided herein, the obligations of each Qualified ECP Guarantor under this Section 10.11 shall remain in full force and effect until the termination of all Swap Obligations. Each Qualified ECP Guarantor intends that this Section 10.11 constitute, and this Section 10.11 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Credit Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

Exhibit 99.1

MEDNAX, INC.

FOR MORE INFORMATION:
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FOR IMMEDIATE RELEASE

Mednax Announces Closing of $1.1 Billion in Financing Transactions

Redeems 6.25% Senior Notes Due 2027

FORT LAUDERDALE, Fla. – February 14, 2022 -- Mednax, Inc. (NYSE: MD) ("Mednax") announced today that on February 11, 2022 it closed the previously announced issuance of $400.0 million aggregate principal amount of unsecured 5.375% Senior Notes due 2030 (the "**Notes**") in a private offering exempt from the registration requirements of the Securities Act of 1933, as amended (the "**Securities Act**"). Mednax concurrently closed on a new $450 million unsecured Revolving Credit Facility and a new $250 million Term A Loan, replacing its previous $600 million unsecured Revolving Credit Facility.

Together with cash on hand, Mednax used the proceeds of these transactions to redeem its $1.0 billion in aggregate principal amount of 6.25% Senior Notes due 2027. Following these transactions, Mednax's outstanding debt was approximately $750 million.

The Notes were offered and sold only to persons reasonably believed to be qualified institutional buyers in reliance on Rule 144A under the Securities Act and to non-U.S. persons outside the United States pursuant to Regulation S under the Securities Act. The Notes will not be registered under the Securities Act and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act.

This press release does not constitute an offer to sell or the solicitation of an offer to buy the Notes and shall not constitute an offer, solicitation, or sale in any jurisdiction in which such offer, solicitation, or sale is unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

ABOUT MEDNAX

Mednax, Inc. is a national medical group comprised of the nation's leading providers of physician services practicing under the Pediatrix® brand. Pediatrix-affiliated clinicians are committed to providing coordinated, compassionate and clinically excellent services to women, babies and children across the continuum of care, both in hospital settings and office-based practices. Specialties include obstetrics, maternal-fetal medicine and neonatology complemented by 18 pediatric subspecialties, as well as a newly expanded area of primary and urgent care clinics. The group's high-quality, evidence-based care is bolstered by investments in research, education, quality-improvement and safety initiatives. The company was founded in 1979 as a single affiliated neonatology practice and today provides its highly focused and often critical care services through more than 2,400 affiliated physicians in 38 states and Puerto Rico.

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Certain statements and information in this press release may be deemed to contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements may include, but are not limited to, statements relating to the Company's objectives, plans and strategies, and all statements, other than statements of historical facts, that address activities, events or developments that we intend, expect, project, believe or anticipate will or may occur in the future. These statements are often characterized by terminology such as "believe," "hope," "may," "anticipate," "should," "intend," "plan," "will," "expect," "estimate," "project," "positioned," "strategy" and similar expressions, and are based on assumptions and assessments made by the Company's management in light of their experience and their perception of historical trends, current conditions, expected future developments and other factors they believe to be appropriate. Any forward-looking statements in this press release are made as of the date hereof, and the Company undertakes no duty to update or revise any such statements, whether as a result of new information, future events or otherwise. Forward-looking statements are not guarantees of future performance and are subject to risks and uncertainties. Important factors that could cause actual results, developments, and business decisions to differ materially from forward-looking statements are described in the Company's most recent Annual Report on Form 10-K and its Quarterly Reports on Form 10-Q, including the sections entitled "Risk Factors", as well the Company's current reports on Form 8-K, filed with the Securities and Exchange Commission, and include the impact of the COVID-19 pandemic on the Company and its financial condition and results of operations; the effects of economic conditions on the Company's business; the effects of the Affordable Care Act and potential changes thereto or a repeal thereof; the Company's relationships with government-sponsored or funded healthcare programs, including Medicare and Medicaid, and with managed care organizations and commercial health insurance payors; the impact of surprise billing legislation; the Company's ability to comply with the terms of its debt financing arrangements; the Company's transition to a third-party revenue cycle management provider; the impact of the divestiture of the Company's anesthesiology and radiology medical groups; the impact of management transitions; the timing and contribution of future acquisitions; the effects of share repurchases; and the effects of the

Company's transformation initiatives, including its reorientation on, and growth strategy for, its pediatrics and obstetrics business.