

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

FORM 10-Q

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

For the quarterly period ended March 31, 2025
or

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

For the transition period from _____ to _____
Commission File No. 001-7784

LUMEN[®]

LUMEN TECHNOLOGIES, INC.
(Exact name of registrant as specified in its charter)

Louisiana

(State or other jurisdiction of
incorporation or organization)

**100 CenturyLink Drive,
Monroe, Louisiana**

(Address of principal executive offices)

72-0651161

(I.R.S. Employer
Identification No.)

71203

(Zip Code)

(318) 388-9000

(Registrant's telephone number, including area code)

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, no par value per share	LUMN	New York Stock Exchange
Preferred Stock Purchase Rights	N/A	New York Stock Exchange

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

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

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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

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

On April 29, 2025, there were 1,025,907,768 shares of common stock outstanding.

TABLE OF CONTENTS

	Special Note Regarding Forward-Looking Statements	3
	Part I - Financial Information	
Item 1.	Financial Statements	
	Consolidated Statements of Operations (Unaudited)	6
	Consolidated Statements of Comprehensive (Loss) Income (Unaudited)	7
	Consolidated Balance Sheets (Unaudited)	8
	Consolidated Statements of Cash Flows (Unaudited)	9
	Consolidated Statements of Stockholders' Equity (Unaudited)	10
	Notes to Consolidated Financial Statements (Unaudited)*	11
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	38
	Overview	38
	Results of Operations	41
	Segment Results	45
	Liquidity and Capital Resources	48
	Market Risk	54
	Other Information	54
Item 3.	Quantitative and Qualitative Disclosures About Market Risk	55
Item 4.	Controls and Procedures	55
	Part II - Other Information	
Item 1.	Legal Proceedings	56
Item 1A.	Risk Factors	56
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds	57
Item 6.	Exhibits	58
Signature		59

* All references to "Notes" in this quarterly report refer to these Notes to Consolidated Financial Statements.

Special Note Regarding Forward-Looking Statements

This report and other documents filed by us under the federal securities law include, and future oral or written statements or press releases by us and our management may include, forward-looking statements about our business, financial condition, operating results, or prospects. These "forward-looking" statements are defined by, and are subject to the "safe harbor" protections under the federal securities laws. These statements include, among others:

- forecasts of our anticipated future results of operations, cash flows, or financial position;
- statements concerning our completed, pending, or proposed transactions, investments, product development, Private Connectivity FabricSM and Quantum Fiber buildouts, transformation plans, participation in government programs, use of artificial intelligence ("AI"), deleveraging plans, and other initiatives, including benefits or costs associated therewith;
- statements about our liquidity, profitability, profit margins, tax position, tax assets, tax rates, asset values, contingent liabilities, growth opportunities, growth rates, acquisition and divestiture opportunities, business prospects, regulatory and competitive outlook, market share, product capabilities, investment and expenditure plans, business strategies, securities repurchase plans, leverage, capital allocation plans, financing or refinancing alternatives and sources, and pricing plans; and
- other similar statements of our expectations, beliefs, future plans and strategies, anticipated developments, and other matters that are not historical facts, many of which are highlighted by words such as "may," "will," "would," "could," "should," "plans," "believes," "expects," "anticipates," "estimates," "forecasts," "projects," "proposes," "targets," "intends," "likely," "seeks," "hopes," or variations or similar expressions with respect to the future.

These forward-looking statements are based upon our judgment and assumptions as of the date such statements are made concerning future developments and events, many of which are beyond our control. These forward-looking statements, and the assumptions upon which they are based, (i) are not guarantees of future results, (ii) are inherently speculative, and (iii) are subject to a number of risks and uncertainties. Actual events and results may differ materially from those anticipated, estimated, projected, or implied by us in those statements if one or more of these risks or uncertainties materialize, or if our underlying assumptions prove incorrect. All of our forward-looking statements are qualified in their entirety by reference below to factors that could cause our actual results to differ materially from those anticipated, estimated, projected or implied by us in those forward-looking statements. These factors include but are not limited to:

- the effects of intense competition from a wide variety of competitive providers, including decreased demand for our more mature service offerings and increased pricing pressures;
- the effects of new, emerging, or competing technologies, including those that could make our products less desirable or obsolete;
- our ability to successfully and timely attain our key operating imperatives, including simplifying and consolidating our network, simplifying and automating our service support systems, attaining our Quantum Fiber buildout schedule, replacing aging or obsolete plant and equipment, strengthening our relationships with customers, and attaining projected cost savings;
- our ability to successfully and timely monetize our network related assets through leases, commercial service arrangements or similar transactions (including as part of our Private Connectivity FabricSM solutions), including the possibility that the benefits of or demand for these transactions may be less than anticipated, that the costs thereof may be more than anticipated, or that we may be unable to satisfy any conditions of any such transactions in a timely manner, or at all;
- our ability to safeguard our network, and to avoid the adverse impact of cyber-attacks, security breaches, service outages, system failures, or similar events impacting our network or the availability and quality of our services;

- the effects of ongoing changes in the regulation of the communications industry, including the outcome of legislative, regulatory, or judicial proceedings relating to content liability standards, intercarrier compensation, universal service, service standards, broadband deployment, data protection, privacy, and net neutrality;
- our ability to generate cash flows sufficient to fund our financial commitments and objectives, including our capital expenditures, operating costs, debt obligations, taxes, and pension contributions and other benefits payments;
- our ability to effectively retain and hire key personnel and to successfully negotiate collective bargaining agreements on reasonable terms without work stoppages;
- our ability to successfully adjust to changes in customer demand for our products and services, including increased demand for high-speed data transmission services and AI-enhanced services;
- our ability to enhance our growth products and manage the decline of our legacy products, including by maintaining the quality and profitability of our existing offerings, introducing profitable new offerings on a timely and cost-effective basis, and transitioning customers from our legacy products to our newer offerings;
- our ability to successfully and timely implement our corporate strategies, including our transformation, buildout and deleveraging strategies;
- our ability to successfully and timely realize the anticipated benefits from our 2022 and 2023 divestitures, and our 2024 debt modification and extinguishment transactions described in our prior reports filed with U.S. Securities and Exchange Commission (the "SEC");
- changes in our operating plans, corporate strategies, or capital allocation plans, whether based upon changes in our cash flows, cash requirements, financial performance, financial position, market or regulatory conditions, or otherwise;
- the impact of any future material acquisitions or divestitures that we may transact;
- the negative impact of increases in the costs of our pension, healthcare, post-employment, or other benefits, including those caused by changes in capital markets, interest rates, mortality rates, demographics, or regulations;
- the impact of events that harm our reputation or brands, including potential negative impact of customer or shareholder complaints, government investigations, security breaches, or service outages impacting us or our industry;
- adverse changes in our access to credit markets on acceptable terms, whether caused by changes in our financial position, lower credit ratings, unstable markets, debt covenant restrictions, or otherwise;
- our ability to meet the terms and conditions of our debt obligations and covenants, including our ability to make transfers of cash in compliance therewith;
- our ability to maintain favorable relations with our security holders, key business partners, suppliers, vendors, landlords, or lenders;
- our ability to timely obtain necessary hardware, software, equipment, services, governmental permits, and other items on favorable terms;
- the potential adverse effects arising out of allegations regarding the release of hazardous materials into the environment from network assets owned or operated by us or our predecessors, including any resulting governmental actions, removal costs, litigation, compliance costs, or penalties;

- our ability to collect our receivables from, or continue to do business with, financially-troubled customers;
- our ability to continue to use intellectual property used to conduct our operations;
- any adverse developments in legal or regulatory proceedings involving us;
- changes in tax, trade, tariff, pension, healthcare, or other laws or regulations, in governmental support programs, or in general government funding levels, including those arising from governmental programs promoting broadband development;
- our ability to use our net operating loss carryforwards in the amounts projected;
- the effects of changes in accounting policies, practices, or assumptions, including changes that could potentially require additional future impairment charges;
- the effects of adverse weather, terrorism, epidemics, pandemics, war, rioting, vandalism, societal unrest, political discord, or other natural or man-made disasters or disturbances;
- the potential adverse effects if our internal controls over financial reporting have weaknesses or deficiencies, or otherwise fail to operate as intended;
- the effects of changes in interest rates or inflation;
- the effects of more general factors such as changes in exchange rates, in operating costs, in public policy, in the views of financial analysts, or in general market, labor, economic, public health, or geopolitical conditions; and
- other risks referenced in the "Risk Factors" section or other portions of this report or other of our filings with the SEC.

Additional factors or risks that we currently deem immaterial, that are not presently known to us, or that arise in the future could also cause our actual results to differ materially from our expected results. Given these uncertainties, investors are cautioned not to unduly rely upon our forward-looking statements, which speak only as of the date made. We undertake no obligation to publicly update or revise any forward-looking statements for any reason, whether as a result of new information, future events or developments, changed circumstances, or otherwise. Furthermore, any information about our intentions contained in any of our forward-looking statements reflects our intentions as of the date of such forward-looking statement, and is based upon, among other things, our assessment of regulatory, technological, industry, competitive, economic, and market conditions as of such date. We may change our intentions, strategies or plans (including our capital allocation plans) at any time and without notice, based upon any changes in such factors or otherwise.

PART I—FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

LUMEN TECHNOLOGIES, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(UNAUDITED)

	Three Months Ended March 31,	
	2025	2024
	(Dollars in millions, except per share amounts, and shares in thousands)	
OPERATING REVENUE	\$ 3,182	3,290
OPERATING EXPENSES		
Cost of services and products (exclusive of depreciation and amortization)	1,687	1,652
Selling, general and administrative	675	823
Net loss on sale of business	—	22
Depreciation and amortization	713	748
Total operating expenses	3,075	3,245
OPERATING INCOME	107	45
OTHER (EXPENSE) INCOME		
Interest expense	(347)	(291)
Net (loss) gain on early retirement of debt (Note 4)	(35)	275
Other income, net	30	73
Total other (expense) income, net	(352)	57
(LOSS) INCOME BEFORE INCOME TAXES	(245)	102
Income tax (benefit) expense	(44)	45
NET (LOSS) INCOME	\$ (201)	57
BASIC AND DILUTED (LOSS) EARNINGS PER COMMON SHARE		
BASIC	\$ (0.20)	0.06
DILUTED	\$ (0.20)	0.06
WEIGHTED-AVERAGE COMMON SHARES OUTSTANDING		
BASIC	991,269	984,855
DILUTED	991,269	986,262

See accompanying notes to consolidated financial statements.

LUMEN TECHNOLOGIES, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE (LOSS) INCOME
(UNAUDITED)

	Three Months Ended March 31,	
	2025	2024
	(Dollars in millions)	
NET (LOSS) INCOME	\$ (201)	57
OTHER COMPREHENSIVE INCOME:		
Items related to employee benefit plans:		
Change in net actuarial loss, net of \$(7) and \$(6) tax	22	18
Change in net prior service cost, net of \$— and \$1 tax	(2)	(3)
Foreign currency translation adjustment, net of \$— and \$— tax	3	(4)
Other comprehensive income	23	11
COMPREHENSIVE (LOSS) INCOME	\$ (178)	68

See accompanying notes to consolidated financial statements.

LUMEN TECHNOLOGIES, INC.
CONSOLIDATED BALANCE SHEETS
(UnAUDITED)

	March 31, 2025	December 31, 2024
	(Dollars in millions and shares in thousands)	
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 1,900	1,889
Accounts receivable, less allowance of \$54 and \$59	1,180	1,231
Other current assets, net	1,197	1,274
Total current assets	4,277	4,394
Property, plant and equipment, net of accumulated depreciation of \$23,541 and \$23,121	20,568	20,421
GOODWILL AND OTHER ASSETS		
Goodwill	1,964	1,964
Other intangible assets, net	4,660	4,806
Other assets, net	2,069	1,911
Total goodwill and other assets	8,693	8,681
TOTAL ASSETS	\$ 33,538	33,496
<u>LIABILITIES AND STOCKHOLDERS' EQUITY</u>		
CURRENT LIABILITIES		
Current maturities of long-term debt	\$ 330	412
Accounts payable	773	749
Accrued expenses and other liabilities		
Salaries and benefits	563	716
Income and other taxes	305	272
Current operating lease liabilities	263	253
Interest	237	197
Other current liabilities	198	179
Current portion of deferred revenue	876	861
Total current liabilities	3,545	3,639
LONG-TERM DEBT	17,334	17,494
DEFERRED CREDITS AND OTHER LIABILITIES		
Deferred income taxes, net	2,731	2,890
Benefit plan obligations, net	2,177	2,205
Deferred revenue	4,226	3,733
Other liabilities	3,236	3,071
Total deferred credits and other liabilities	12,370	11,899
COMMITMENTS AND CONTINGENCIES (Note 10)		
STOCKHOLDERS' EQUITY		
Preferred stock—non-redeemable, \$25.00 par value, authorized 2,000 and 2,000 shares, issued and outstanding 7 and 7 shares	—	—
Common stock, no par value, authorized 2,200,000 and 2,200,000 shares, issued and outstanding 1,024,989 and 1,014,768 shares	19,152	19,149
Accumulated other comprehensive loss	(700)	(723)
Accumulated deficit	(18,163)	(17,962)
Total stockholders' equity	289	464
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 33,538	33,496

See accompanying notes to consolidated financial statements.

LUMEN TECHNOLOGIES, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	Three Months Ended March 31,	
	2025	2024
	(Dollars in millions)	
OPERATING ACTIVITIES		
Net (loss) income	\$ (201)	57
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation and amortization	713	748
Net loss on sale of business	—	22
Deferred income taxes	(168)	8
Provision for uncollectible accounts	13	23
Net loss (gain) on early retirement of debt	35	(275)
Debt modification costs and related fees	—	(79)
Unrealized gain on investments	—	(20)
Stock-based compensation	10	14
Changes in current assets and liabilities:		
Accounts receivable	38	(25)
Accounts payable	101	(7)
Accrued income and other taxes	133	772
Other current assets and liabilities, net	(138)	(261)
Retirement benefits	(2)	(13)
Change in deferred revenue	493	52
Changes in other assets and liabilities, net	30	146
Other, net	38	(60)
Net cash provided by operating activities	1,095	1,102
INVESTING ACTIVITIES		
Capital expenditures	(791)	(713)
Proceeds from sale of property, plant and equipment, and other assets	14	12
Other, net	8	3
Net cash used in investing activities	(769)	(698)
FINANCING ACTIVITIES		
Net proceeds from issuance of long-term debt	2,279	1,325
Payments of long-term debt	(2,502)	(1,902)
Net payments of revolving line of credit	—	(200)
Dividends paid	(1)	(3)
Debt issuance and extinguishment costs and related fees	(80)	(278)
Other, net	(10)	(2)
Net cash used in financing activities	(314)	(1,060)
Net increase (decrease) in cash, cash equivalents and restricted cash	12	(656)
Cash, cash equivalents and restricted cash at beginning of period	1,900	2,248
Cash, cash equivalents and restricted cash at end of period	\$ 1,912	1,592
Supplemental cash flow information:		
Income taxes (paid) refunded, net	\$ (1)	724
Interest paid (net of capitalized interest of \$37 and \$39)	(280)	(339)
Supplemental noncash information regarding financing activities:		
Cancellation of term loans as part of refinancing (Note 4)	\$ (121)	—
Issuance of term loan as part of refinancing (Note 4)	121	—
Cash, cash equivalents and restricted cash:		
Cash and cash equivalents	\$ 1,900	1,580
Restricted cash included in Other current assets, net	2	2
Restricted cash included in Other assets, net	10	10
Total	\$ 1,912	1,592

See accompanying notes to consolidated financial statements.

LUMEN TECHNOLOGIES, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(UNAUDITED)

	Three Months Ended March 31,	
	2025	2024
	(Dollars in millions except per share amounts)	
COMMON STOCK		
Balance at beginning of period	\$ 19,149	1,008
Issuance of common stock through incentive and benefit plans	—	8
Shares withheld to satisfy tax withholdings	(10)	—
Stock-based compensation	10	—
Other	3	—
Balance at end of period	19,152	1,016
ADDITIONAL PAID-IN CAPITAL		
Balance at beginning of period	—	18,126
Shares withheld to satisfy tax withholdings	—	(1)
Stock-based compensation	—	14
Other	—	(2)
Balance at end of period	—	18,137
ACCUMULATED OTHER COMPREHENSIVE LOSS		
Balance at beginning of period	(723)	(810)
Other comprehensive income	23	11
Balance at end of period	(700)	(799)
ACCUMULATED DEFICIT		
Balance at beginning of period	(17,962)	(17,907)
Net (loss) income	(201)	57
Balance at end of period	(18,163)	(17,850)
TOTAL STOCKHOLDERS' EQUITY	\$ 289	504

See accompanying notes to consolidated financial statements.

LUMEN TECHNOLOGIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

References in the Notes to "Lumen Technologies" or "Lumen," "we," "us," the "Company," and "our" refer to Lumen Technologies, Inc. and its consolidated subsidiaries, unless the context otherwise requires.

Note 1— Background

General

We are a networking company with the goal of connecting people, data, and applications quickly, securely, and effortlessly. We are unleashing the world's digital potential by providing a broad array of integrated products and services to our domestic and global Business customers and our domestic Mass Markets customers. We operate one of the world's most interconnected networks. Our platform empowers our customers to swiftly adjust digital programs to meet immediate demands, create efficiencies, accelerate market access, and reduce costs, which allows our customers to rapidly evolve their IT programs to address dynamic changes. Our specific products and services are detailed in Note 3—Revenue Recognition.

Basis of Presentation

Our consolidated balance sheet as of December 31, 2024, which was derived from our audited consolidated financial statements, and our unaudited interim consolidated financial statements provided herein have been prepared in accordance with the instructions for Form 10-Q. Certain information and note disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") have been condensed or omitted pursuant to rules and regulations of the U.S. Securities and Exchange Commission ("SEC"). However, in our opinion, the disclosures made therein are adequate to make the information presented not misleading. We believe these consolidated financial statements include all normal recurring adjustments necessary to fairly present the results for the interim periods. The consolidated results of operations and cash flows for the first three months of the year are not necessarily indicative of the consolidated results of operations and cash flows that might be expected for the entire year. These consolidated financial statements and the accompanying notes should be read in conjunction with the audited consolidated financial statements and the notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2024.

The accompanying consolidated financial statements include our accounts and the accounts of our subsidiaries in which we have a controlling interest. Intercompany amounts and transactions with our consolidated subsidiaries have been eliminated.

To simplify the overall presentation of our consolidated financial statements, we report immaterial amounts attributable to noncontrolling interests in certain of our subsidiaries as follows: (i) income attributable to noncontrolling interests in other income, net, (ii) equity attributable to noncontrolling interests in additional paid-in capital, and (iii) cash flows attributable to noncontrolling interests in other, net financing activities.

We reclassified certain prior period amounts to conform to the current period presentation, including the recategorization of our Business revenue by product category and sales channel in our segment reporting. See Note 3—Revenue Recognition and Note 9—Segment Information for additional information. These changes had no impact on total operating revenue, total operating expenses or net (loss) income for any period.

Summary of Significant Accounting Policies

Refer to the significant accounting policies described in Note 1—Background and Summary of Significant Accounting Policies to the consolidated financial statements and accompanying notes in Part II, Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2024.

Recently Adopted Accounting Pronouncements

Segments

We adopted Accounting Standards Update ("ASU") 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures" for the year ended December 31, 2024. This ASU is intended to improve reportable segment disclosure requirements primarily through enhanced disclosures about significant segment expenses. The ASU does not change how a public entity identifies its operating segments, aggregates them, or applies quantitative thresholds to determine reportable segments. Refer to Note 9—Segment Information for more information on our segment reporting.

Recently Issued Accounting Pronouncements

In November 2024, the FASB issued ASU 2024-04, "Debt—Debt with Conversion and Other Options (Subtopic 470-20): Induced Conversions of Convertible Debt Instruments." This ASU clarifies the requirements for determining whether certain settlements of convertible debt instruments should be accounted for as induced conversions rather than as debt extinguishments. This standard is effective for the annual period of fiscal 2026 and early adoption is permitted. As of March 31, 2025, we did not have any outstanding convertible debt instruments and do not expect this ASU will have any impact on our consolidated financial statements.

In November 2024, the FASB issued ASU 2024-03, "Disaggregation of Income Statement Expenses." This ASU requires additional footnote disclosure of the details of certain income statement expense line items as well as additional disclosure about selling expenses. This standard is effective for the annual period of fiscal 2027 and early adoption is permitted. The guidance is to be applied prospectively, with the option for retrospective application. We are currently evaluating the impact the adoption of this standard will have on our disclosures.

In December 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures." This ASU requires that public business entities must annually (1) disclose specific categories in the rate reconciliation and (2) provide additional information for reconciling items that meet a quantitative threshold (if the effect of those reconciling items is equal to or greater than five percent of the amount computed by multiplying pretax income or loss by the applicable statutory income tax rate). This ASU becomes effective for us for the annual period of fiscal 2025. We do not anticipate early adoption and expect the Income Taxes footnote to the consolidated financial statements included in Item 8 of Part II of our Annual Report on Form 10-K for the year ended December 31, 2025 will align with the standard. We do not anticipate this standard will affect our operating results.

Note 2—Goodwill, Customer Relationships and Other Intangible Assets

Goodwill, customer relationships and other intangible assets consisted of the following:

	March 31, 2025	December 31, 2024
	(Dollars in millions)	
Goodwill	\$ 1,964	1,964
Indefinite-lived intangible assets	\$ —	9
Other intangible assets subject to amortization:		
Customer relationships, less accumulated amortization of \$4,499 and \$4,504 ⁽¹⁾	3,048	3,196
Capitalized software, less accumulated amortization of \$3,776 and \$4,067 ⁽¹⁾	1,544	1,529
Patents and other, less accumulated amortization of \$89 and \$86	68	72
Total other intangible assets, net	\$ 4,660	4,806

⁽¹⁾ Certain customer relationships with a gross carrying value of \$161 million and capitalized software with a gross carrying value of \$211 million became fully amortized during 2024 and were retired during the first quarter of 2025.

As of March 31, 2025 and December 31, 2024, the gross carrying amount of goodwill, customer relationships, indefinite-lived, and other intangible assets was \$15.0 billion and \$15.4 billion, respectively.

Our goodwill was derived from numerous acquisitions where the purchase price exceeded the fair value of the net assets acquired.

We are required to assess our goodwill and other indefinite-lived intangible assets for impairment annually, or, under certain circumstances, more frequently, such as when events or changes in circumstances indicate there may be impairment. We are required to write down the value of goodwill only when our assessment determines the carrying value of equity of any of our reporting units exceeds its fair value. Our annual impairment assessment date for goodwill is October 31, at which date we assess our reporting units.

We report our results within two segments: Business and Mass Markets. See Note 9—Segment Information for more information on these segments. We assigned no goodwill to our Business segment as of either March 31, 2025 or December 31, 2024. We assigned approximately \$2.0 billion of goodwill to our Mass Markets segment as of both March 31, 2025 and December 31, 2024. Total goodwill as of both March 31, 2025 and December 31, 2024 was net of accumulated impairment losses of \$21.7 billion.

As of March 31, 2025, we had three reporting units, which are (i) Mass Markets, (ii) North American Business ("NA Business"), and (iii) Asia Pacific region ("APAC"). Our reporting units are not discrete legal entities with discrete full financial statements. Our assets and liabilities are deployed in, and relate to the operations of, multiple reporting units. When we assess goodwill for impairment, we compare the estimated fair value of each reporting unit's equity to the carrying value of equity that we assign to the reporting unit. If the estimated fair value of the reporting unit is greater than the carrying value, we conclude that no impairment exists. If the estimated fair value of the reporting unit is less than the carrying value, we record a non-cash impairment charge equal to the excess amount. Depending on the facts and circumstances, we typically estimate the fair value of our reporting units by considering either or both of (i) a discounted cash flow method, which is based on the present value of projected cash flows over a discrete projection period and a terminal value, which is based on the expected normalized cash flows of the reporting units following the discrete projection period, and (ii) a market approach, which includes the use of market multiples of publicly-traded companies whose services are comparable to ours.

Total amortization expense for finite-lived intangible assets for the three months ended March 31, 2025 and 2024 totaled \$252 million and \$272 million, respectively.

Note 3—Revenue Recognition

Product and Service Categories

We categorize our products and services revenue among the following categories for the Business segment:

- *Grow*, which includes existing and emerging products and services in which we are significantly investing, including our dark fiber and conduit, Edge Cloud, IP, managed security, software-defined wide area networks, Unified Communications and Collaboration, and wavelengths services;
- *Nurture*, which includes our more mature offerings, including ethernet, and VPN data networks services;
- *Harvest*, which includes our legacy services managed for cash flow, including Time Division Multiplexing voice, and private line services; and
- *Other*, which includes equipment sales, managed and professional service solutions, and other services.

We categorize our products and services revenue among the following categories for the Mass Markets segment:

- *Fiber Broadband*, under which we provide high speed broadband services to residential and small business customers utilizing our fiber-based network infrastructure;
- *Other Broadband*, under which we provide primarily lower speed broadband services to residential and small business customers utilizing our copper-based network infrastructure; and
- *Voice and Other*, under which we derive revenues from (i) providing local and long-distance voice services, professional services, and other ancillary services, and (ii) federal broadband and state support programs.

Reconciliation of Total Revenue to Revenue from Contracts with Customers

The following tables provide total revenue by segment, sales channel and product category. They also provide the amount of revenue that is not subject to Accounting Standards Codification "ASC" 606, "*Revenue from Contracts with Customers*" ("ASC 606"), but is instead governed by other accounting standards.

	Three Months Ended March 31, 2025			
	Total Revenue	Adjustments for Non-ASC	Total Revenue from	
		606 Revenue ⁽¹⁾	Contracts with Customers	
		(Dollars in millions)		
Business Segment by Sales Channel and Product Category				
Large Enterprise				
Grow	\$	416	(87)	329
Nurture		203	—	203
Harvest		79	—	79
Other		39	—	39
Total Large Enterprise Revenue		737	(87)	650
Mid-Market Enterprise				
Grow		259	(7)	252
Nurture		165	—	165
Harvest		79	(1)	78
Other		10	—	10
Total Mid-Market Enterprise Revenue		513	(8)	505
Public Sector				
Grow		159	(24)	135
Nurture		84	—	84
Harvest		108	—	108
Other		132	—	132
Total Public Sector Revenue		483	(24)	459
Wholesale				
Grow		265	(75)	190
Nurture		177	(6)	171
Harvest		260	(34)	226
Other		3	—	3
Total Wholesale Revenue		705	(115)	590
International and Other				
Grow		37	(1)	36
Nurture		37	—	37
Harvest		8	—	8
Other		4	—	4
Total International and Other		86	(1)	85
Business Segment by Product Category				
Grow		1,136	(194)	942
Nurture		666	(6)	660
Harvest		534	(35)	499
Other		188	—	188
Total Business Segment Revenue		2,524	(235)	2,289
Mass Markets Segment by Product Category				
Fiber Broadband		209	(3)	206
Other Broadband		257	(24)	233
Voice and Other		192	(9)	183
Total Mass Markets Revenue		658	(36)	622
Total Revenue	\$	3,182	(271)	2,911

	Three Months Ended March 31, 2024		
	Total Revenue	Adjustments for Non-ASC 606 Revenue ⁽¹⁾	Total Revenue from Contracts with Customers
(Dollars in millions)			
Business Segment by Sales Channel and Product Category			
Large Enterprise			
Grow	\$ 378	(49)	329
Nurture	241	—	241
Harvest	103	—	103
Other	43	(1)	42
Total Large Enterprise Revenue	765	(50)	715
Mid-Market Enterprise			
Grow	256	(6)	250
Nurture	213	—	213
Harvest	98	(1)	97
Other	10	(1)	9
Total Mid-Market Enterprise Revenue	577	(8)	569
Public Sector			
Grow	125	(21)	104
Nurture	88	—	88
Harvest	94	(1)	93
Other	114	—	114
Total Public Sector Revenue	421	(22)	399
Wholesale			
Grow	260	(62)	198
Nurture	192	(7)	185
Harvest	276	(38)	238
Other	3	—	3
Total Wholesale Revenue	731	(107)	624
International and Other			
Grow	40	(1)	39
Nurture	42	—	42
Harvest	11	—	11
Other	4	—	4
Total International and Other	97	(1)	96
Business Segment by Product Category			
Grow	1,059	(139)	920
Nurture	776	(7)	769
Harvest	582	(40)	542
Other	174	(2)	172
Total Business Segment Revenue	2,591	(188)	2,403
Mass Markets Segment by Product Category			
Fiber Broadband	170	(4)	166
Other Broadband	315	(28)	287
Voice and Other	214	(9)	205
Total Mass Markets Revenue	699	(41)	658
Total Revenue	\$ 3,290	(229)	3,061

⁽¹⁾ Includes regulatory revenue and lease revenue not within the scope of ASC 606.

Operating Lease Revenue

We lease various dark fiber and conduit, office facilities, colocation facilities, switching facilities, other network sites, and service equipment to third parties under operating leases. Lease and sublease income are included in Operating revenue in the consolidated statements of operations.

For the three months ended March 31, 2025 and 2024, our gross rental revenue was \$262 million and \$221 million, respectively, which represented approximately 8% and 7%, respectively, of our operating revenue for the three months ended March 31, 2025 and 2024.

Customer Receivables and Contract Balances

The following table provides balances of customer receivables, contract assets, and contract liabilities:

	March 31, 2025	December 31, 2024
	(Dollars in millions)	
Customer receivables, less allowance of \$44 and \$50	\$ 1,136	1,193
Contract assets	18	19
Contract liabilities	696	733

Contract liabilities are consideration we have received from our customers or billed in advance of providing goods or services promised in the future. We defer recognizing this consideration as revenue until we have satisfied the related performance obligation to the customer. Contract liabilities include recurring services billed one month in advance and installation and maintenance charges that are deferred and recognized over the actual or expected contract term, which typically ranges from one to five years depending on the service. Contract liabilities are included within Deferred revenue on our consolidated balance sheets. During the three months ended March 31, 2025, we recognized \$294 million of revenue that was included in contract liabilities of \$733 million as of January 1, 2025. During the three months ended March 31, 2024, we recognized \$300 million of revenue that was included in contract liabilities of \$698 million as of January 1, 2024, including contract liabilities that were classified as held for sale.

Performance Obligations

As of March 31, 2025, we expect to recognize approximately \$6.1 billion of revenue in the future related to performance obligations associated with existing customer contracts that are partially or wholly unsatisfied. As of March 31, 2025, the transaction price related to unsatisfied performance obligations that are expected to be recognized for the remainder of 2025, 2026, and thereafter was \$2.2 billion, \$1.9 billion and \$2.0 billion, respectively.

These amounts exclude (i) the value of unsatisfied performance obligations for contracts for which we recognize revenue at the amount to which we have the right to invoice for services performed (for example, uncommitted usage or non-recurring charges associated with professional or technical services to be completed) and (ii) contracts that are classified as leasing arrangements or government assistance that are not subject to ASC 606.

Contract Costs

The following tables provide changes in our contract acquisition costs and fulfillment costs:

	Three Months Ended March 31, 2025	
	Acquisition Costs	Fulfillment Costs
	(Dollars in millions)	
Beginning of period balance	\$ 203	222
Costs incurred	40	51
Amortization	(33)	(37)
End of period balance	<u>\$ 210</u>	<u>236</u>

	Three Months Ended March 31, 2024	
	Acquisition Costs	Fulfillment Costs
	(Dollars in millions)	
Beginning of period balance	\$ 182	184
Costs incurred	33	36
Amortization	(33)	(31)
End of period balance	<u>\$ 182</u>	<u>189</u>

Acquisition costs include commission fees paid to employees as a result of obtaining contracts. Fulfillment costs include third party and internal costs associated with the provision, installation, and activation of services to customers, including labor and materials consumed for these activities.

We amortize deferred acquisition and fulfillment costs based on the transfer of services on a straight-line basis over the average contract life of approximately 47 months for Mass Markets customers and 34 months for Business customers. We include amortized fulfillment costs in cost of services and products and amortized acquisition costs in Selling, general and administrative in our consolidated statements of operations. We include the amount of these deferred costs that are anticipated to be amortized in the next 12 months in Other current assets, net on our consolidated balance sheets. We include the amount of deferred costs expected to be amortized beyond the next 12 months in Other liabilities on our consolidated balance sheets. We assess deferred acquisition and fulfillment costs for impairment on a quarterly basis.

Note 4—Long-Term Debt and Credit Facilities

At March 31, 2025, substantially all of our outstanding consolidated debt had been incurred by us or one of the following three subsidiaries, each of which has borrowed funds either on a standalone basis or as part of a separate restricted group with certain of its subsidiaries:

- Level 3 Financing, Inc. ("Level 3 Financing"), including its parent guarantor Level 3 Parent, LLC ("Level 3 Parent") and certain subsidiary guarantors;
- Qwest Corporation ("Qwest"); and
- Qwest Capital Funding, Inc., including its parent guarantor, Qwest Communications International Inc.

Each of these borrowers or borrowing groups has entered into a credit agreement with certain financial institutions or other institutional lenders or issued senior notes. Certain of these debt instruments are described further below or Note 7 to the consolidated financial statements included in Item 8 of Part II of our Annual Report on Form 10-K for the year ended December 31, 2024.

The following table reflects the consolidated long-term debt of Lumen Technologies, Inc. and its subsidiaries as of the dates indicated below, including unamortized premiums (discounts) and unamortized debt issuance costs:

	Interest Rates ⁽¹⁾	Maturities ⁽¹⁾	March 31, 2025	December 31, 2024
(Dollars in millions)				
Senior Secured Debt: ⁽²⁾				
<i>Lumen Technologies, Inc.</i>				
Series A Revolving Credit Facility	SOFR + 4.00%	2028	\$ —	—
Series B Revolving Credit Facility	SOFR + 6.00%	2028	—	—
Term Loan A ⁽³⁾	SOFR + 6.00%	2028	352	357
Term Loan B-1 ⁽⁴⁾	SOFR + 2.35%	2029	1,602	1,606
Term Loan B-2 ⁽⁴⁾	SOFR + 2.35%	2030	1,602	1,606
Term Loan B ⁽⁵⁾	SOFR + 2.25%	2027	56	56
Superpriority Notes	4.125% - 10.000%	2029 - 2032	1,247	1,247
<i>Subsidiaries</i>				
<i>Level 3 Financing, Inc.</i>				
Term Loan B-1 ⁽⁶⁾	N/A	N/A	—	1,199
Term Loan B-2 ⁽⁶⁾	N/A	N/A	—	1,199
Term Loan B-3 ⁽⁷⁾	SOFR + 4.25%	2032	2,400	—
Former Facility Tranche B Term Loan ⁽⁸⁾	SOFR + 1.75%	2027	12	12
First Lien Notes ⁽⁹⁾	10.500% - 11.000%	2029 - 2030	3,846	3,846
Second Lien Notes	3.875% - 10.000%	2029 - 2032	2,579	2,579
Unsecured Senior Notes and Other Debt:				
<i>Lumen Technologies, Inc.</i>				
Senior notes	4.500% - 7.650%	2028 - 2042	1,296	1,428
<i>Subsidiaries:</i>				
<i>Level 3 Financing, Inc.</i>				
Senior notes	3.625% - 4.250%	2028 - 2029	894	964
<i>Qwest Corporation</i>				
Senior notes	6.500% - 7.750%	2025 - 2057	1,973	1,973
<i>Qwest Capital Funding, Inc.</i>				
Senior notes	6.875% - 7.750%	2028 - 2031	192	192
Finance lease and other obligations	Various	Various	250	254
Unamortized discounts, net			(412)	(395)
Unamortized debt issuance costs			(225)	(217)
Total long-term debt			17,664	17,906
Less current maturities			(330)	(412)
Long-term debt, excluding current maturities			\$ 17,334	17,494

⁽¹⁾ As of March 31, 2025. All references to "SOFR" refer to the Secured Overnight Financing Rate.

⁽²⁾ The debt listed under the caption "Senior Secured Debt" is either secured by assets of the issuer, guaranteed on a secured or unsecured basis by certain affiliates of the issuer, or both.

⁽³⁾ Term Loan A had an interest rate of 10.324% and 10.573% as of March 31, 2025 and December 31, 2024, respectively.

⁽⁴⁾ Term Loan B-1 and B-2 each had an interest rate of 6.788% and 7.037% as of March 31, 2025 and December 31, 2024, respectively.

- (5) Term Loan B had an interest rate of 6.688% and 6.937% as of March 31, 2025 and December 31, 2024, respectively.
- (6) Level 3 Financing's Term Loan B-1 and B-2 each had an interest rate composition of SOFR + 6.56% which was 11.133% as of December 31, 2024.
- (7) Level 3 Financing's Term Loan B-3 had an interest rate of 8.574% as of March 31, 2025.
- (8) Level 3 Financing's Former Facility Tranche B 2027 Term Loan had an interest rate of 6.188% and 6.437% as of March 31, 2025 and December 31, 2024, respectively.
- (9) Reflects Level 3 Financing's senior secured notes issued in early 2023 and first lien notes issued on March 22, 2024.

Long-Term Debt Maturities

Set forth below is the aggregate principal amount of our long-term debt as of March 31, 2025 (excluding unamortized discounts, net, and unamortized debt issuance costs), maturing during the following years.

	(Dollars in millions)	
2025 (remaining nine months)	\$	307
2026		89
2027		139
2028		739
2029		6,004
2030 and thereafter		11,023
Total long-term debt	\$	18,301

2025 Debt Transactions

Credit Facilities Transactions

On March 27, 2025, Level 3 Financing (i) refinanced all of the outstanding secured term B-1 loan facilities and secured term B-2 loan facilities under its existing Credit Agreement, dated March 22, 2024 (the "2024 Level 3 Credit Agreement"), by and among Level 3 Financing, as borrower, Level 3 Parent, as guarantor, Wilmington Trust, National Association, as administrative agent and collateral agent, and the lenders from time to time party thereto and (ii) entered into an amendment to the 2024 Level 3 Credit Agreement (collectively, the "Credit Facilities Transactions"). This amendment revised the 2024 Level 3 Credit Agreement to, among other things, (i) reduce the pricing on Level 3 Financing's term loan facility and make related changes to effect such repricing and (ii) extend the maturity of Level 3 Financing's term loan facility to 2032. Immediately following the Credit Facilities Transactions, Level 3 Financing had \$2.4 billion of outstanding borrowings under its new secured term B-3 loan facility.

The Company determined that the Credit Facilities Transactions constituted a debt extinguishment and recorded a loss of \$35 million, which is included in our aggregate Net (loss) gain on early retirement of debt in Other (expense) income, net in our consolidated statement of operations for the three months ended March 31, 2025.

Redemptions

The following table sets forth the aggregate principal amount of each series of unsecured senior notes of Lumen and Level 3 Financing fully redeemed in exchange for cash on February 15, 2025. Transaction fees related to these redemptions were not significant.

Debt	Aggregate Principal Amount (in millions)
<i>Lumen Technologies, Inc.</i>	
5.625% unsecured Senior Notes due 2025	\$ 55
7.200% unsecured Senior Notes due 2025	29
5.125% unsecured Senior Notes due 2026	7
4.000% unsecured Senior Notes due 2027	41
<i>Level 3 Financing, Inc.</i>	
3.400% unsecured Senior Notes due 2027	5
4.625% unsecured Senior Notes due 2027	65
Total	\$ 202

2024 Debt Transactions

For information on various issuances, exchanges, or payments of long-term indebtedness by Lumen or its subsidiaries during 2024, see Note 7—Long-Term Debt and Credit Facilities in Item 8 of Part II of our Annual Report on Form 10-K for the year ended December 31, 2024.

Lumen Credit Agreements

Lumen is a party to (i) a Superpriority Revolving/Term A Credit Agreement, dated March 22, 2024, providing for superpriority series A and series B Revolving Credit Facilities (respectively, the “Series A Revolving Credit Facility” and “Series B Revolving Credit Facility,” and, collectively, the “Revolving Credit Facilities”) and a superpriority secured term loan facility (the “Lumen TLA”) and (ii) a Superpriority Term B Credit Agreement, dated March 22, 2024, providing for two superpriority secured term loan facilities, maturing 2029 and 2030, respectively (collectively, the “Lumen TLB”), all of which are described in further detail in Note 7—Long-Term Debt and Credit Facilities— in Item 8 of Part II of our Annual Report on Form 10-K for the year ended December 31, 2024.

Lumen may prepay amounts outstanding under the Series B Revolving Credit Facility or Lumen TLA at anytime without premium or penalty. If no amounts are outstanding under the Series B Revolving Credit Facility, Lumen may prepay amounts outstanding under the Series A Revolving Credit Facility without premium or penalty.

Both of the Revolving Credit Facilities mature on June 1, 2028 (in each case subject to a springing maturity in certain circumstances). The Lumen TLA matures on June 1, 2028 and requires Lumen to make quarterly amortization payments of 1.25% of the initial principal amount and certain specified mandatory prepayments upon the occurrence of certain transactions.

The Lumen TLB requires Lumen to make quarterly amortization payments of 0.25% of the initial principal amount and certain specified mandatory prepayments upon the occurrence of certain transactions.

As of March 31, 2025, no borrowings were outstanding under Lumen’s (i) Series A Revolving Credit Facility, with commitments of approximately \$489 million, or (ii) Series B Revolving Credit Facility, with commitments of approximately \$465 million.

Level 3 Financing Credit Agreement

As of March 31, 2025, Level 3 Financing had \$2.4 billion of non-amortizing secured term B-3 loans outstanding under the term loan facility established by the 2024 Level 3 Credit Agreement (as amended through March 27, 2025, the “Level 3 Credit Agreement”).

Borrowings under the term loan facility will be, at Level 3 Financing's option, either (i) the base rate (which is the highest of (x) the overnight federal funds rate, plus 0.50%, (y) the prime rate on such day, and (z) the one-month SOFR published on such date, plus 1.00%), plus an applicable margin, or (ii) one-, three- or six-month SOFR, plus an applicable margin. The applicable margin for SOFR loans under the term loan facility will be 4.25%. The term loan facility is subject to a SOFR floor of 0.50%.

Level 3 Financing may voluntarily prepay loans or reduce commitments under the term loan facility, in whole or in part, subject to minimum amounts, with prior notice, but without premium or penalty (other than a 1.00% premium on any prepayment in connection with a repricing transaction prior to September 27, 2025). Level 3 Financing is required to prepay borrowings under the term loan facility with 100% of the net cash proceeds of certain asset sales and 100% of the net cash proceeds of certain debt issuances, in each case subject to certain exceptions.

Senior Notes of Lumen and its Subsidiaries

The Company's consolidated indebtedness at March 31, 2025 included:

- superpriority senior secured notes issued by Lumen;
- first and second lien secured notes issued by Level 3 Financing; and
- senior unsecured notes issued by Lumen, Level 3 Financing, Qwest, and Qwest Capital Funding, Inc.

All of these notes carry fixed interest rates and all principal is due on the notes' respective maturity dates, which rates and maturity dates are summarized in the table above.

Except for a limited number of senior notes issued by Qwest Corporation, the issuer generally can redeem the notes, at its option, in whole or in part, (i) pursuant to a fixed schedule of pre-established redemption prices, (ii) pursuant to a "make whole" redemption price, or (iii) under certain other specified limited conditions.

Revolving Letters of Credit

We use various financial instruments in the normal course of business. These instruments include letters of credit, which are conditional commitments issued on our behalf in accordance with specified terms and conditions. Lumen may draw letters of credit primarily under (i) an uncommitted \$225 million revolving letter of credit facility and (ii) the Revolving Credit Facilities.

At March 31, 2025, we had \$234 million undrawn letters of credit outstanding, \$231 million of which were issued under the Revolving Credit Facilities and \$3 million of which were issued under a separate facility maintained by other Lumen subsidiaries (the full amount of which is collateralized by cash that is reflected on our consolidated balance sheets as restricted cash within Other assets, net).

Certain Guarantees and Security Interests

Lumen's obligations under its Superpriority Revolving/Term Loan A Credit Agreement are unsecured, but certain of Lumen's subsidiaries have provided an unconditional guarantee of payment of Lumen's obligations (such entities, the "Lumen Guarantors") and certain of such guarantees will be secured by a lien on substantially all of the assets of the applicable Lumen Guarantors. Level 3 Parent, Level 3 Financing, and certain of Level 3 Financing's subsidiaries have provided an unconditional guarantee of payment of Lumen's obligations under each of its Series A Revolving Credit Facility of up to \$150 million and its Series B Revolving Credit Facility of up to \$150 million, in each case secured by a lien on substantially all of their assets (such entities, the "Level 3 Collateral Guarantors"). The guarantee by the Level 3 Collateral Guarantors may be reduced or terminated under certain circumstances. Qwest Corporation and certain of its subsidiaries have provided an unsecured guarantee of collection of Lumen's obligations under the Revolving Credit Facilities and Lumen TLA (such entities, the "Qwest Guarantors").

Lumen's obligations under the Superpriority Term Loan B Credit Agreement are unsecured. The term loans issued under this agreement are guaranteed by the Lumen Guarantors and the Qwest Guarantors on the same basis as those entities guarantee Lumen's obligations under its Superpriority Revolving/Term Loan A Credit Agreement.

Level 3 Financing's obligations under the Level 3 Credit Agreement are secured by a first priority lien on substantially all of its assets. In addition, the other Level 3 Collateral Guarantors have provided a guarantee of Level 3 Financing's obligations under the Level 3 Credit Agreement secured by a lien on substantially all of their assets.

Lumen's superpriority secured senior notes are guaranteed by the Lumen Guarantors and the Qwest Guarantors on the same basis as those entities guarantee Lumen's obligations under its Superpriority Revolving/Term Loan A Credit Agreement (subject, in certain cases, to receipt of necessary regulatory approvals). Level 3 Financing's obligations under its first lien notes are secured by a first priority lien on substantially all of its assets (subject, in certain cases, to receipt of necessary regulatory approvals), and are guaranteed by the other Level 3 Collateral Guarantors (or, for certain such guarantors, for certain notes, will be guaranteed upon the receipt of required regulatory approvals) on the same basis as the guarantees provided by such entities under the New Level 3 Credit Agreement. Level 3 Financing's obligations under its second lien notes are secured by a second lien on substantially all of its assets, and are guaranteed by the other Level 3 Collateral Guarantors on the same basis as the guarantees provided by such entities under the New Level 3 Credit Agreement, except the lien securing such guarantees is a second lien.

Lumen's reimbursement obligations under its outstanding letters of credit are secured by guarantees issued by certain of its subsidiaries.

Level 3 Financing's obligations under its unsecured notes are guaranteed on an unsecured basis by the same affiliated entities that guarantee the Level 3 Credit Agreement and secured notes. The senior unsecured notes issued by Qwest Capital Funding, Inc. are guaranteed by its parent, Qwest Communications International Inc.

Covenants

Lumen

Under its Superpriority Revolving/Term Loan A Credit Agreement, Lumen may not permit:

(i) its maximum total net leverage ratio to exceed 5.50 to 1.00 with respect to each fiscal quarter ending after December 31, 2024 and stepping down to 5.25 to 1.00 with respect to each fiscal quarter ending after December 31, 2025; or

(ii) its interest coverage ratio as of the last day of any test period to be less than 2.00 to 1.00.

Lumen's superpriority credit agreements and superpriority senior secured notes contain various representations and warranties and extensive affirmative and negative covenants. Such covenants include, among other things and subject to certain significant exceptions, restrictions on our ability to declare or pay dividends, repurchase stock, repay certain other indebtedness, create liens, incur additional indebtedness, make investments, engage in transactions with our affiliates, dispose of assets, and merge or consolidate with other persons.

Lumen's senior unsecured notes were issued under four separate indentures. These indentures restrict Lumen's ability to (i) incur, issue, or create liens upon its property and (ii) consolidate with or merge into, or transfer or lease all or substantially all of its assets to, any other party.

Under certain circumstances in connection with a "change of control" of Lumen, Lumen will be required to make an offer to repurchase substantially all of these senior notes at a price of 101% of the principal amount redeemed, plus accrued and unpaid interest.

Level 3 Financing

The Level 3 Credit Agreement and Level 3 Financing's first and second lien secured notes contain various representations and extensive affirmative and negative covenants. Such covenants include, among other things and subject to certain significant exceptions, restrictions on their ability to declare or pay dividends, repay certain other indebtedness, create liens, incur additional indebtedness, make investments, dispose of assets, and merge or consolidate with other persons. Also, under certain circumstances in connection with a "change of control" of Level 3 Parent or Level 3 Financing, Level 3 Financing will be required to make an offer to repurchase each series of its outstanding senior notes at a price of 101% of the principal amount redeemed, plus accrued and unpaid interest.

Qwest Companies

The senior notes of Qwest Corporation were issued under indentures dated April 15, 1990 and October 15, 1999. These indentures contain restrictions on the incurrence of liens and the consummation of certain transactions substantially similar to the above-described covenants in the indentures governing Lumen's senior unsecured notes (but contain no mandatory repurchase provisions). The senior notes of Qwest Capital Funding, Inc. were issued under an indenture dated June 29, 1998 containing terms substantially similar to those set forth in Qwest Corporation's indentures.

Compliance

As of March 31, 2025, Lumen Technologies, Inc. believes it and its subsidiaries were in compliance with the provisions and financial covenants in their respective material debt agreements in all material respects.

Guarantees

Lumen does not guarantee the debt of any unaffiliated parties, but, as noted above, as of March 31, 2025, certain of its key subsidiaries guaranteed (i) its debt outstanding under its superpriority credit agreements, its superpriority senior secured notes and its \$225 million letter of credit facility and (ii) the outstanding term loans or senior secured notes issued by certain other subsidiaries. As further noted above, several of the subsidiaries guaranteeing these obligations have pledged substantially all of their assets to secure certain of their respective guarantees.

Note 5—Severance

Periodically, we reduce our workforce and accrue liabilities for the related severance costs. These workforce reductions result primarily from the progression or completion of our post-acquisition integration plans, increased competitive pressures, cost reduction initiatives, process improvements through automation, and reduced workloads due to reduced demand for certain services.

Changes in our accrued liabilities for severance expenses were as follows:

	Severance (Dollars in millions)	
Balance at December 31, 2024	\$	12
Accrued to expense		11
Payments, net		(10)
Balance at March 31, 2025	\$	13

Note 6—Employee Benefits

For detailed descriptions of the various defined benefit pension plans (qualified and non-qualified), post-retirement benefits plans, and defined contribution plan we sponsor, see Note 11—Employee Benefits to the consolidated financial statements and accompanying notes in Part II, Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2024.

Net periodic benefit expense for the Lumen Combined Pension Plan (the "Combined Pension Plan" or the "Plan") includes the following components:

Combined Pension Plan		
Three Months Ended March 31,		
	2025	2024
	(Dollars in millions)	
Service cost	\$ 5	6
Interest cost	60	63
Expected return on plan assets	(63)	(67)
Recognition of prior service credit	—	(2)
Recognition of actuarial loss	35	28
Net periodic pension expense	<u>\$ 37</u>	<u>28</u>

Net periodic benefit expense for our post-retirement benefit plans includes the following components:

Post-Retirement Benefit Plans		
Three Months Ended March 31,		
	2025	2024
	(Dollars in millions)	
Service cost	\$ 1	1
Interest cost	22	23
Recognition of prior service credit	(2)	(2)
Recognition of actuarial gain	(6)	(4)
Net periodic post-retirement benefit expense	<u>\$ 15</u>	<u>18</u>

Service costs for our pension and post-retirement benefit plans are included in the Cost of services and products (exclusive of depreciation and amortization) and Selling, general and administrative line items on our consolidated statements of operations and all other costs listed above are included in Other income, net on our consolidated statements of operations for the three months ended March 31, 2025 and 2024.

Our Combined Pension Plan contains provisions that allow us, from time to time, to offer lump sum payment options to certain former employees in settlement of their future retirement benefits. We record an accounting settlement charge, consisting of the recognition of certain deferred costs of the pension plan associated with these lump sum payments, only if in the aggregate they exceed or are probable to exceed the sum of the annual service and interest costs for the plan's net periodic pension benefit cost, which represents the settlement accounting threshold. The amount of any future non-cash settlement charges will be dependent on several factors, including the total amount of our future lump sum benefit payments.

Benefits paid by the Combined Pension Plan are paid through a trust that holds the Plan's assets. The amount of required contributions to the Combined Pension Plan in 2025 and beyond will depend on a variety of factors, most of which are beyond our control, including earnings on plan investments, prevailing interest rates, demographic experience, changes in plan benefits, and changes in funding laws and regulations. Based on current laws and circumstances, we do not expect to be required to make any additional contributions in 2025.

Note 7—(Loss) Earnings Per Common Share

Basic and diluted (loss) earnings per common share for the three months ended March 31, 2025 and 2024 were calculated as follows:

	Three Months Ended March 31,	
	2025	2024
	(Dollars in millions, except per share amounts, shares in thousands)	
(Loss) Income (numerator)		
Net (loss) income	\$ (201)	57
Net (loss) income applicable to common stock for computing basic (loss) earnings per common share	(201)	57
Net (loss) income as adjusted for purposes of computing diluted (loss) earnings per common share	\$ (201)	57
Shares (denominator):		
Weighted-average number of shares:		
Outstanding during period	1,018,252	1,011,350
Non-vested restricted stock	(26,983)	(26,495)
Weighted average shares outstanding for computing basic (loss) earnings per common share	991,269	984,855
Incremental common shares attributable to dilutive securities:		
Shares issuable under convertible securities	—	10
Shares issuable under incentive compensation plans	—	1,397
Number of shares as adjusted for purposes of computing diluted (loss) earnings per common share	991,269	986,262
Basic (loss) earnings per common share	\$ (0.20)	0.06
Diluted (loss) earnings per common share ⁽¹⁾	\$ (0.20)	0.06

⁽¹⁾ For the three months ended March 31, 2025, we excluded from the calculation of diluted loss per share 12 million shares, potentially issuable under incentive compensation plans or convertible securities, as their effect, if included, would have been anti-dilutive due to our net loss position.

Our calculation of diluted (loss) earnings per common share excludes non-vested restricted stock awards that are anti-dilutive based upon the terms of the award. Such shares were 13.5 million and 20.2 million for the three months ended March 31, 2025 and 2024, respectively.

Note 8—Fair Value of Financial Instruments

Our financial instruments consist of cash, cash equivalents, restricted cash, accounts receivable, accounts payable, long-term debt (excluding finance lease and other obligations), interest rate swap contracts, certain equity investments, and certain indemnification obligations. Due primarily to their short-term nature, the carrying amounts of our cash, cash equivalents, restricted cash, accounts receivable, and accounts payable approximate their fair values.

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between independent and knowledgeable parties who are willing and able to transact for an asset or liability at the measurement date. We use valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs when determining fair value and then we rank the estimated values based on the reliability of the inputs using the below-described fair value hierarchy.

We determined the fair values of our long-term debt, including the current portion, based on quoted market prices where available or, if not available, based on inputs other than quoted market prices in active markets that are either directly or indirectly observable such as discounted future cash flows using current market interest rates.

The three input levels in the hierarchy of fair value measurements are defined by the FASB generally as follows:

Input Level	Description of Input
Level 1	Observable inputs such as quoted market prices in active markets.
Level 2	Inputs other than quoted prices in active markets that are either directly or indirectly observable.
Level 3	Unobservable inputs in which little or no market data exists.

The following table presents the carrying amounts and estimated fair values of our financial assets and liabilities as of March 31, 2025 and December 31, 2024:

	Input Level	March 31, 2025		December 31, 2024	
		Carrying Amount	Fair Value	Carrying Amount	Fair Value
		(Dollars in millions)			
Long-term debt, excluding finance lease and other obligations	2	\$ 17,414	16,740	17,652	17,127
Indemnifications related to the sale of the Latin American business ⁽¹⁾	3	87	84	87	84

⁽¹⁾ Nonrecurring fair value is measured as of August 1, 2022.

Note 9—Segment Information

Our business is managed based on customer-facing sales channels to align with how we support our customers. Our chief operating decision maker ("CODM"), who is our CEO, makes decisions and assesses the performance of the Company reviewing two segments: Business and Mass Markets. Our reportable segments have not been aggregated.

Under our Business segment we provide products and services to meet the needs of our enterprise and wholesale customers under five distinct sales channels: Large Enterprise, Mid-Market Enterprise, Public Sector, Wholesale, and International and Other. For Business segment revenue, we report the following product categories: Grow, Nurture, Harvest, and Other, in each case through the sales channels outlined above.

Under our Mass Markets Segment, we provide products and services to residential and small business customers. We report the following product categories: Fiber Broadband, Other Broadband, and Voice and Other.

See detailed descriptions of these product and service categories in Note 3—Revenue Recognition.

As described in more detail below, our segments are managed based on the direct costs of providing services to their customers and directly associated headcount and non-headcount operating expenses. Shared costs are managed separately and included in "other unallocated expense" in the table included below under the heading "— Revenue and Expenses". As referenced above, we reclassified certain prior period amounts to conform to the current period presentation. See Note 1— Background for additional detail on these changes. The CODM uses adjusted EBITDA as the key indicator in assessing performance and allocating resources for both the Business segment and Mass Markets segment.

The following tables summarize our segment results for the three months ended March 31, 2025 and 2024, based on the segment categorization we were operating under at March 31, 2025.

	Three Months Ended March 31, 2025	
	Business	Mass Markets
	(Dollars in millions)	
Segment revenue	\$ 2,524	658
Segment expenses		
Cost of services and products	738	14
Headcount costs	286	150
Non-headcount costs	334	113
Total segment expense	1,358	277
Total segment adjusted EBITDA	\$ 1,166	381

	Three Months Ended March 31, 2024	
	Business	Mass Markets
	(Dollars in millions)	
Segment revenue	\$ 2,591	699
Segment expenses		
Cost of services and products	738	17
Headcount costs	344	167
Non-headcount costs	341	132
Total segment expense	1,423	316
Total segment adjusted EBITDA	\$ 1,168	383

Revenue and Expenses

Our segment revenue includes all revenue from our two segments as described in more detail above. Our segment revenue is based upon each customer's classification. We report our segment revenue based upon all services provided to that segment's customers. Our segment expenses include (i) specific cost of service expenses incurred as a direct result of providing services and products to segment customers, (ii) headcount costs, which primarily includes salaries, commissions, and group insurance, and (iii) non-headcount costs, which primarily includes legal and other professional fees, marketing and advertising expenses, other network related expenses, and external commissions. We have not allocated assets or debt to specific segments.

The following items are excluded from our segment results, because they are centrally managed and not monitored by or reported to our chief operating decision maker by segment:

- network expenses not incurred as a direct result of providing services and products to segment customers and centrally managed expenses such as Finance, Human Resources, Legal, Marketing, Product Management, and IT, all of which are reported as "other unallocated expense" in the table below;
- depreciation and amortization expense;
- goodwill or other impairments;
- interest expense;
- stock-based compensation;
- other income and expense items; and
- income tax expense.

The following table reconciles total segment adjusted EBITDA to net (loss) income for the three months ended March 31, 2025 and 2024:

	Three Months Ended March 31,	
	2025	2024
	(Dollars in millions)	
Total segment adjusted EBITDA	\$ 1,547	1,551
Depreciation and amortization	(713)	(748)
Other unallocated expense	(717)	(744)
Stock-based compensation expense	(10)	(14)
Operating income	107	45
Total other (expense) income, net	(352)	57
(Loss) income before taxes	(245)	102
Income tax (benefit) expense	(44)	45
Net (loss) income	\$ (201)	57

Note 10—Commitments, Contingencies and Other Items

We are subject to various claims, legal proceedings, and other contingent liabilities, including the matters described below, which individually or in the aggregate could materially affect our financial condition, future results of operations, or cash flows.

We review our litigation accrual liabilities on a quarterly basis, but in accordance with applicable accounting guidelines only establish accrual liabilities when losses are deemed probable and reasonably estimable and only revise previously established accrual liabilities when warranted by changes in circumstances, in each case based on then-available information. As such, as of any given date we could have exposure to losses under proceedings as to which no liability has been accrued or as to which the accrued liability is inadequate. Subject to these limitations, at March 31, 2025 and December 31, 2024, we had accrued \$77 million and \$78 million, respectively, in the aggregate for our litigation and non-income tax contingencies, which is included in Other current liabilities or Other liabilities in our consolidated balance sheets as of such dates. We cannot at this time estimate the reasonably possible loss or range of loss, if any, in excess of our \$77 million accrual at March 31, 2025 due to the inherent uncertainties and speculative nature of contested proceedings. The establishment of an accrual does not mean that actual funds have been set aside to satisfy a given contingency. Thus, the resolution of a particular contingency for the amount accrued could have no effect on our results of operations but nonetheless could have an adverse effect on our cash flows.

In this Note, a reference to a "putative" class action means a class has been alleged, but not certified, in that matter.

Principal Proceedings*Houser Shareholder Suit*

Lumen and certain of its current and former officers and directors were named as defendants in a putative shareholder class action lawsuit filed on June 12, 2018 in the Boulder County District Court of the state of Colorado, captioned Houser et al. v. CenturyLink, et al. The original complaint asserted claims on behalf of a putative class of former Level 3 Communications, Inc. ("Level 3") shareholders who became CenturyLink, Inc. shareholders as a result of our acquisition of Level 3. It alleged that the proxy statement provided to the Level 3 shareholders failed to disclose various material information, including information about strategic revenue, customer loss rates, and customer account issues, among other items. The original complaint sought damages, costs and fees, rescission, rescissory damages, and other equitable relief. In May 2020, the court dismissed the original complaint. The plaintiffs appealed that decision, and in March 2022, the appellate court affirmed the district court's order in part and reversed it in part. It then remanded the case to the district court for further proceedings. The plaintiffs filed an amended complaint asserting the same claims and prayer for relief, and we filed a motion to dismiss. The court granted our motion to dismiss in May 2023 and the plaintiffs appealed that dismissal. In August 2024, the appellate court set aside the trial court's dismissal. In October 2024, we filed a petition with the Colorado Supreme Court seeking a review of the appellate court's decision, and the petition for review was granted.

Quantum Fiber Disclosure Litigation

In re Lumen Technologies, Inc. Securities Litigation. On March 3, 2023, a purported shareholder of Lumen filed a putative class action complaint originally captioned Voigt et al. v. Lumen Technologies, et al. (now captioned In re Lumen Technologies, Inc. Securities Litigation, Case 3:23-cv-00286-TAD-KDM), in the U.S. District Court for the Western District of Louisiana. The complaint alleges that Lumen and certain of its current and former officers violated the federal securities laws by omitting or misstating material information related to Lumen's expansion of its Quantum Fiber business. The court appointed a lead plaintiff who filed an amended complaint, seeking money damages, attorneys' fees and costs, and other relief. On October 30, 2024, the court granted the motion to dismiss we filed against the amended complaint. The plaintiff filed and then withdrew an appeal.

Associated Derivative Litigation. On August 5, 2024, a purported shareholder of Lumen filed a shareholder derivative complaint on behalf of Lumen captioned *Slack v. Allen*, et al., Case 3:24-cv-01043-TAD-KMM, in the U.S. District Court for the Western District of Louisiana. The complaint alleges claims for breach of fiduciary duty, violations of the federal securities laws, and other causes of action against current and former officers and directors of Lumen allegedly responsible for omitting or misstating material information related to Lumen's expansion of its Quantum Fiber business. The complaint seeks money damages, attorneys' fees and costs, and other relief. Substantially similar derivative cases have been filed as follows: (i) on August 20, 2024, *Capistrano v. Storey*, et al., Case 3:24-cv-01130-TAD-KMM, in the U.S. District Court for the Western District of Louisiana; and on (ii) October 11, 2024, *Ostrow v. Johnson*, et al., Case 2024-3706, in the 4th Judicial District Court for the Parish of Ouachita, State of Louisiana, subsequently removed on October 11, 2024, to the U.S. District Court for the Western District of Louisiana as Case 3:24-cv-01399-TAD-KMM. The plaintiff in each case voluntarily dismissed the proceeding.

Lead-Sheathed Cable Litigation

Disclosure Litigation. In re Lumen Technologies, Inc. Securities Litigation II. On September 15, 2023, a purported shareholder of Lumen filed a putative class action complaint originally captioned *Glauber, et al. v. Lumen Technologies* (now captioned *In re Lumen Technologies, Inc. Securities Litigation II*, Case 3:23-cv-01290), in the U.S. District Court for the Western District of Louisiana. The complaint alleged that Lumen and certain of its current and former officers violated the federal securities laws by omitting or misstating material information related to Lumen's responsibility for environmental degradation allegedly caused by the lead sheathing of certain telecommunications cables. The court appointed lead plaintiffs who filed an amended complaint, seeking money damages, attorneys' fees and costs, and other relief. On March 31, 2025, the court granted Lumen's motion to dismiss plaintiffs' claims with prejudice.

Derivative Litigation. On June 11, 2024, a purported shareholder of Lumen filed a shareholder derivative complaint on behalf of Lumen captioned *Brown v. Johnson*, et al., Case 3:24-cv-00798-TAD-KDM, in the U.S. District Court for the Western District of Louisiana. The complaint alleges claims for breach of fiduciary duty, violations of the federal securities laws, and other causes of action against current and former officers and directors of Lumen relating to placement or presence of lead-sheathed telecommunications cables. The complaint seeks damages, injunctive relief, and attorneys' fees. Substantially similar derivative cases have been filed as follows: (i) on August 9, 2024, *Pourarian v. Johnson*, et al., Case 3:24-cv-01071-TAD-KMM in the U.S. District Court for the Western District of Louisiana; (ii) on September 9, 2024, *Capistrano v. Johnson*, et al., Case 3:24-cv-01234-TAD-KMM in the U.S. District Court for the Western District of Louisiana; (iii) on September 16, 2024, *Vogel v. Perry*, et al., Case 2024-3360 in the 4th Judicial District Court for the Parish of Ouachita, State of Louisiana, subsequently removed on September 17, 2024 to the U.S. District Court for the Western District of Louisiana as Case 3:24-cv-01274-TAD-KMM; and (iv) on September 25, 2024, *Murray v. Allen*, et al., Case 3:24-cv-01320 in the U.S. District Court for the Western District of Louisiana. In April 2025, the court consolidated the *Brown*, *Pourarian*, *Capistrano*, and *Murray* actions and stayed the consolidated action pending further developments in *In re Lumen Technologies, Inc. Securities Litigation II*.

Environmental Litigation

Parish of St. Mary. On July 9, 2024, a putative class action complaint was filed in the 16th Judicial District Court for the Parish of St. Mary, State of Louisiana, Case 138575, asserting claims on behalf of all parishes, municipalities, and citizens owning real properties in the State of Louisiana that have been affected by lead-sheathed telecommunications cables installed by AT&T and Lumen or their predecessors. The complaint seeks damages and injunctive relief under Louisiana state law. The case was removed to the United States District Court Western District of Louisiana Lafayette Division, Case 6:24-CV-01001-RRS-DJA. On December 6, 2024, the plaintiffs voluntarily dismissed the class action complaint without prejudice. On December 13, 2024, St. Mary's Parish along with other parishes, municipalities, and two individuals served a notice of intent to file citizen suit under the Louisiana Environmental Quality Act, asserting claims identical to the class action which the plaintiffs voluntarily dismissed. In April 2025, the Village of Parks (one of the municipalities which had served a notice of intent to file a citizen suit) served Lumen with a petition in an action captioned *Village of Parks v. Lumen Technologies, Inc.*, Case 95026, in the 16th Judicial District Court for the Parish of St. Martin, State of Louisiana. The Village of Parks petition seeks damages and injunctive relief under Louisiana state law.

Blum. On November 6, 2023, a putative class action complaint was filed in the 16th Judicial District Court for the Parish of St. Mary, State of Louisiana, Case 137935, asserting claims on behalf of all citizens owning real properties in the State of Louisiana that have been affected by lead-sheathed telecommunications cables installed by AT&T, BellSouth, Verizon, and Lumen or their predecessors. The complaint seeks damages and injunctive relief under Louisiana state law. The case has been removed to Federal Court in the United States District Court Western District of Louisiana Lafayette Division, Case 6:23-CV-01748. In December 2024, the plaintiffs filed an amended complaint and a motion for remand.

State Tax Suits

Since 2012, a number of Missouri municipalities have asserted claims in the Circuit Court of St. Louis County, Missouri, alleging that we and several of our subsidiaries have underpaid taxes. These municipalities are seeking, among other things, declaratory relief regarding the application of business license and gross receipts taxes and back taxes from 2007 to the present, plus penalties and interest. In a February 2017 ruling in connection with one of these pending cases, the court entered an order awarding the plaintiffs \$4 million and broadening the tax base on a going-forward basis. We appealed that decision to the Missouri Supreme Court. In December 2019, it affirmed the circuit court's order in some respects and reversed it in others, remanding the case to the circuit court for further proceedings. The Missouri Supreme Court's decision reduced our exposure in the case. In a June 2021 ruling in one of the pending cases, another trial court awarded the cities of Columbia and Joplin approximately \$55 million, plus statutory interest. On appeal, the Missouri Court of Appeals affirmed in part and reversed in part, vacated the judgment and remanded the case to the trial court with instructions for further proceedings consistent with the Missouri Supreme Court's decision. A new trial has been set for August 2025.

FCRA Litigation

In November 2014, a putative class action complaint captioned Bultemeyer v. CenturyLink, Inc. was filed in the United States District Court for the District of Arizona, Case CV-14-02530-PHX-SPL, alleging violations of the Fair Credit Reporting Act (the "FCRA"). In February 2017, the case was dismissed for lack of standing. The plaintiff appealed and the 9th Circuit reversed and remanded. Class certification was contested and ultimately granted in 2023. The 9th Circuit denied Lumen's request to appeal the class certification ruling. A jury trial was conducted in September 2024. The jury found that CenturyLink willfully violated the FCRA and awarded each class member \$500 for statutory damages and \$2,000 for punitive damages. The district court denied Lumen's post-trial motions for relief, and Lumen has appealed the judgment to the 9th Circuit. We have not accrued a contingent liability for this matter. While liability is possible, we have not determined it to be probable, and damages exposure, if any, is uncertain.

December 2018 Outage Proceedings

We experienced an outage on one of our transport networks that impacted voice, IP, 911, and transport services for some of our customers between the 27th and 29th of December 2018. We believe that the outage was caused by a faulty network management card from a third-party equipment vendor.

The FCC and four states initiated formal investigations. In November 2020, following the FCC's release of a public report on the outage, we negotiated a settlement which was disclosed by the FCC in December 2020. The amount of the settlement was not material to our financial statements.

In December 2020, the Staff of the Washington Utilities and Transportation Commission ("WUTC") filed a complaint against us based on the December 2018 outage, seeking penalties of approximately \$7 million for alleged violations of Washington regulations and laws. The Washington Attorney General's office sought penalties of \$27 million. Following trial, the WUTC issued an order imposing a penalty of approximately \$1 million. We appealed that decision to the Washington state Court of Appeals.

Latin American Tax Litigation and Claims

In connection with the 2022 divestiture of our Latin American business, the purchaser assumed responsibility for the Brazilian tax claims described in our prior periodic reports filed with the SEC. We agreed to indemnify the purchaser for amounts paid with respect to the Brazilian tax claims. The value of this indemnification and others associated with the Latin American business divestiture are included in the indemnification amount as disclosed in Note 8—Fair Value of Financial Instruments.

Huawei Network Deployment Investigations

Lumen has received requests from the following federal agencies for information relating to the use of equipment manufactured by Huawei Technologies Company ("Huawei") in Lumen's networks.

- *DOJ.* Lumen has received a civil investigative demand from the U.S. Department of Justice in the course of a False Claims Act investigation alleging that Lumen Technologies, Inc. and Lumen Technologies Government Solutions, Inc. failed to comply with certain specified requirements in federal contracts concerning their use of Huawei equipment.
- *FCC.* The FCC's Enforcement Bureau issued a Letter of Inquiry to Lumen Technologies, Inc. regarding its written certifications to the FCC that Lumen has complied with FCC rules governing the use of resources derived from the High Cost Program, Lifeline Program, Rural Health Care Program, E-Rate Program, Emergency Broadband Benefit Program, and the Affordable Connectivity Program. Under these programs, federal funds may not be used to facilitate the deployment or maintenance of equipment or services provided by Huawei, a company the FCC has determined poses a national security threat to the integrity of U.S. communications networks or the communications supply chain.
- *Team Telecom.* The Committee for the Assessment of Foreign Participation in the United States Telecommunications Service Sector (comprised of the U.S. Attorney General, and the Secretaries of the Department of Homeland Security, and the Department of Defense), commonly referred to as Team Telecom, issued questions and requests for information relating to Lumen's FCC licenses and its use of Huawei equipment.

Marshall Fire Litigation

On December 30, 2021, a wildfire referred to as the Marshall Fire ignited near Boulder, Colorado. The Marshall Fire killed two people, and it burned thousands of acres, including entire neighborhoods. Approximately 300 lawsuits naming various defendants and asserting various claims for relief have been filed. To date, three of those name our affiliate Qwest Corporation as being at fault: Allstate Fire and Casualty Insurance Company, et al., v. Qwest Corp., et al., Case 2023-cv-3048, and Wallace, et al. v. Qwest Corp., et al., Case 2023-cv-30488, both of which have been consolidated with Kupfner et al., v. Public Service Company of Colorado, et al., Case 2022-cv-30195. The consolidated proceeding is pending in Colorado District Court, Boulder, Colorado. Preliminary estimates of potential damage claims exceed \$2 billion.

911 Surcharge

In June 2021, the Company was served with a complaint filed in the Santa Fe County District Court by Phone Recovery Services, LLC ("PRS"), acting on behalf of the State of New Mexico. The complaint claims Qwest Corporation and CenturyTel of the Southwest have violated the New Mexico Fraud Against Taxpayers Act since 2004 by failing to bill, collect, and remit certain 911 surcharges from customers. Through pre-trial proceedings, the Court narrowed the issues to be resolved by jury. On August 21, 2024, a jury decided the remaining issues, and consequently all claims asserted, in Lumen's favor. The plaintiff has filed a Notice of Appeal and Lumen submitted a cross-appeal as to the original motion to dismiss and motion for summary judgment.

Other Proceedings, Disputes and Contingencies

From time to time, we are involved in other proceedings incidental to our business, including patent infringement allegations, regulatory hearings relating primarily to our rates or services, actions relating to employee claims, tax issues, or environmental law issues, grievance hearings before labor regulatory agencies, miscellaneous third-party tort actions, or commercial disputes.

We are currently defending several patent infringement lawsuits asserted against us by non-practicing entities which are seeking substantial recoveries. These cases have progressed to various stages and one or more may go to trial within the next twelve months if they are not otherwise resolved. Where applicable, we are seeking full or partial indemnification from our vendors and suppliers.

We are subject to various foreign, federal, state, and local environmental protection and health and safety laws. From time to time, we are subject to judicial and administrative proceedings brought by various governmental authorities under these laws. Several such proceedings are currently pending, but none is reasonably expected to exceed \$300,000 in fines and penalties. In addition, in the past we acquired companies that had installed lead-sheathed cables several decades earlier, or had operated certain manufacturing companies in the first part of the 1900s. Under applicable environmental laws, we could be named as a potentially responsible party for a share of the remediation of environmental conditions arising from the historical operations of our predecessors.

The outcomes of these other proceedings described under this heading are not predictable. However, based on current circumstances, we do not believe that the ultimate resolution of these other proceedings, after considering available defenses and any insurance coverage or indemnification rights, will have a material adverse effect on us.

The matters listed in this Note do not reflect all our contingencies. For additional information on our contingencies, see Note 18—Commitments, Contingencies and Other Items to the consolidated financial statements and accompanying notes in Part II, Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2024. The ultimate outcome of the above-described matters may differ materially from the outcomes anticipated, estimated, projected or implied by us in certain of our statements appearing above in this Note, and proceedings we currently consider insignificant may ultimately affect us materially.

Note 11—Other Financial Information

Other Current Assets, net

The following table presents details of other current assets, net reflected on our consolidated balance sheets:

	March 31, 2025	December 31, 2024
	(Dollars in millions)	
Prepaid expenses	\$ 411	372
Income tax receivable	384	483
Materials, supplies and inventory	124	146
Contract assets	16	16
Contract acquisition costs	104	102
Contract fulfillment costs	117	109
Assets held for sale	24	24
Other	17	22
Total other current assets, net	\$ 1,197	1,274

Current Liabilities

Included in accounts payable at March 31, 2025 and December 31, 2024 were \$169 million and \$248 million, respectively, associated with capital expenditures.

Note 12—Accumulated Other Comprehensive Loss
Information Relating to 2025

The table below summarizes changes in accumulated other comprehensive loss recorded on our consolidated balance sheet by component for the three months ended March 31, 2025:

	Pension Plans	Post-Retirement Benefit Plans	Foreign Currency Translation Adjustment and Other	Total
	(Dollars in millions)			
Balance at December 31, 2024	\$ (1,003)	320	(40)	(723)
Other comprehensive income (loss) before reclassifications	—	—	3	3
Amounts reclassified from accumulated other comprehensive loss	26	(6)	—	20
Net current-period other comprehensive income (loss)	26	(6)	3	23
Balance at March 31, 2025	<u>\$ (977)</u>	<u>314</u>	<u>(37)</u>	<u>(700)</u>

The table below presents further information about our reclassifications out of accumulated other comprehensive loss by component for the three months ended March 31, 2025:

Three Months Ended March 31, 2025	Decrease (Increase) in Net Income	Affected Line Item in Consolidated Statement of Operations
	(Dollars in millions)	
Amortization of pension & post-retirement plans ⁽¹⁾		
Net actuarial loss	\$ 29	Other income, net
Prior service credit	(2)	Other income, net
Total before tax	27	
Income tax benefit	(7)	Income tax (benefit) expense
Net of tax	<u>\$ 20</u>	

(1) See Note 6—Employee Benefits for additional information on our net periodic benefit expense related to our pension and post-retirement plans.

Information Relating to 2024

The table below summarizes changes in accumulated other comprehensive loss recorded on our consolidated balance sheets by component for the three months ended March 31, 2024:

	Pension Plans	Post-Retirement Benefit Plans	Foreign Currency Translation Adjustment and Other	Total
	(Dollars in millions)			
Balance at December 31, 2023	\$ (1,045)	276	(41)	(810)
Other comprehensive loss before reclassifications	—	—	(4)	(4)
Amounts reclassified from accumulated other comprehensive loss	20	(5)	—	15
Net current-period other comprehensive income (loss)	20	(5)	(4)	11
Balance at March 31, 2024	\$ (1,025)	271	(45)	(799)

The table below presents further information about our reclassifications out of accumulated other comprehensive loss by component for the three months ended March 31, 2024:

Three Months Ended March 31, 2024	Decrease (Increase) in Net Income	Affected Line Item in Consolidated Statement of Operations
	(Dollars in millions)	
Amortization of pension & post-retirement plans ⁽¹⁾		
Net actuarial loss	\$ 24	Other income, net
Prior service credit	(4)	Other income, net
Total before tax	20	
Income tax benefit	(5)	Income tax (benefit) expense
Net of tax	\$ 15	

(1) See Note 6—Employee Benefits for additional information on our net periodic benefit expense related to our pension and post-retirement plans.

Note 13—Labor Union Contracts

As of March 31, 2025, approximately 21% of our employees were represented by the Communications Workers of America (CWA) or the International Brotherhood of Electrical Workers (IBEW). Approximately 90% of our represented employees are subject to collective bargaining agreements that are scheduled to expire over the 12-month period ending March 31, 2026.

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

All references to "Notes" in this Item 2 of Part I refer to the Notes to Consolidated Financial Statements included in Item 1 of Part I of this report. Certain statements in this report constitute forward-looking statements. See "Special Note Regarding Forward-Looking Statements" immediately prior to Item 1 of Part I of this report for factors relating to these statements and "Risk Factors" in Item 1A of Part II of this report for a discussion of certain risk factors applicable to our business, financial condition, results of operations, liquidity, or prospects.

Overview

Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") included herein should be read in conjunction with the information included in our Annual Report on Form 10-K for the year ended December 31, 2024 and with the consolidated financial statements and related notes in Item 1 of Part I of this report. The results of operations and cash flows for the first three months of the year are not necessarily indicative of the results of operations and cash flows that might be expected for the entire year.

We are a networking company with the goal of connecting people, data, and applications quickly, securely, and effortlessly. We are unleashing the world's digital potential by providing a broad array of integrated products and services to our domestic and global Business customers and our domestic Mass Markets customers. We operate one of the world's most interconnected communications networks. Our platform empowers our customers to swiftly adjust digital programs to meet immediate demands, create efficiencies, accelerate market access, and reduce costs, which allows our customers to rapidly evolve their IT programs to address dynamic changes. We are among the largest providers of communications services to domestic and global enterprise customers. Our long-haul network throughout North America and Asia Pacific connects to metropolitan fiber networks that we operate. As of March 31, 2025, we had approximately 24,000 employees.

Macroeconomic Changes

Over the past few years macroeconomic changes have impacted us and our customers in several ways.

We believe macroeconomic changes over the past few years have resulted in (i) increases in certain revenue streams and decreases in others, (ii) operational challenges resulting from inflation and shortages of certain components and other supplies that we use in our business, (iii) delays in our cost transformation initiatives, and (iv) delayed decision-making by certain of our customers. None of these effects, individually or in the aggregate, have to date materially impacted our financial performance or financial position.

Industry developments over the past few years have increased fiber construction demand from customers. The resulting increase in construction labor rates increased the cost of enabling units to be capable of receiving our Quantum Fiber broadband services. We believe these factors also occasionally contributed to a delay in attaining our Quantum Fiber buildout targets.

Increasing business and geopolitical uncertainty, new tariffs, supply constraints, or inflationary pressures could materially impact our financial results in a variety of ways, including by increasing our expenses, decreasing our revenues, further delaying our network expansion plans, further delaying customer decision-making, or otherwise interfering with our ability to deliver products and services.

To the extent these above-mentioned macroeconomic pressures continue, we could experience additional deterioration in our projected cash flows or market capitalization, or make significant changes to the assumed discount rates or market multiples that we use to determine the fair value of our reporting units.

Reporting Segments

Our reporting segments are currently organized by customer focus, as follows:

- *Business Segment:* Under our Business segment, we provide our products and services under the following five sales channels:

- *Large Enterprise*: Under our large enterprise sales channel, we provide our products and services to large enterprise customers and carriers in North America.
 - *Mid-Market Enterprise*: Under our mid-market enterprise sales channel, we provide our products and services directly to medium-sized enterprises in North America, as well as through our indirect channel partners.
 - *Public Sector*: Under our public sector sales channel, we provide our products and services to the public sector, including the U.S. Federal government, state and local governments and research and education institutions.
 - *Wholesale*: Under our wholesale sales channel, we provide our products and services to a wide range of other communication companies providing wireline, wireless, cable, voice and data center services.
 - *International and Other*: Under our international and other sales channel, we provide (i) various products and services to multinational and global enterprise customers and carriers and (ii) services under the limited number of our remaining content delivery network ("CDN") contracts.
- *Mass Markets Segment*: Under our Mass Markets segment, we provide products and services to domestic residential and small business customers. At March 31, 2025, we served 2.5 million broadband subscribers under our Mass Markets segment.

See Note 9—Segment Information to our consolidated financial statements in Item 1 of Part I of this report for additional information.

We categorize our Business segment revenue among the following products and services categories:

- *Grow*, which includes existing and emerging products and services in which we are significantly investing, including our dark fiber and conduit, Edge Cloud, IP, managed security, software-defined wide area networks, Unified Communications and Collaboration, and wavelengths services;
- *Nurture*, which includes our more mature offerings, including ethernet, and VPN data networks services;
- *Harvest*, which includes our legacy services managed for cash flow, including Time Division Multiplexing voice, and private line services; and
- *Other*, which includes equipment sales, managed and professional service solutions, and other services.

We categorize our Mass Markets products and services revenue among the following categories:

- *Fiber Broadband*, under which we provide high speed broadband services to residential and small business customers utilizing our fiber-based network infrastructure;
- *Other Broadband*, under which we provide primarily lower speed broadband services to residential and small business customers utilizing our copper-based network infrastructure; and
- *Voice and Other*, under which we derive revenues from (i) providing local and long-distance voice services, professional services, and other ancillary services, and (ii) federal broadband and state support programs.

From time to time, we may change the categorization of our products and services.

Trends Impacting Our Operations

In addition to the above-described impact of macroeconomic and industry pressures, our consolidated operations have been, and will continue to be, impacted by the following trends:

- Customers' demand for automated products and services and competitive pressures will require that we continue to invest in new technologies and automated processes to improve our customers' experience and reduce our operating expenses.
- The increased use of multi-cloud storage, digital applications, video streaming, gaming, robotics, quantum computing, and artificial intelligence has substantially increased demand for robust, scalable network services. We are continuing to enhance our product and service offerings and taking other steps to enable customers to have access to greater bandwidth and capacity.
- Businesses continue to adopt distributed, global operating models. We are expanding and enhancing our fiber network, connecting more buildings to our network to generate revenue opportunities and reducing our reliance upon other carriers.
- Changes in customer preferences and in the regulatory, technological, and competitive environment are (i) significantly reducing demand for our more mature service offerings, commoditizing certain offerings, or resulting in volume or rate reductions for other offerings and (ii) creating certain opportunities for us arising out of increased demand for advanced networking services and high-speed, low-latency secure data transmissions.
- The operating margins of some of our newer, more technologically advanced services, some of which may connect to customers through other carriers, are lower than the operating margins on our traditional, on-net wireline services.
- Uncertainties regarding our financial performance and overall leverage have caused, and may continue to cause, certain customers and other third parties to avoid transacting business with us.
- Our expenses will be impacted by higher vendor costs, reduced economies of scale and other dis-synergies due to our 2022 and 2023 divestitures and any future divestitures.
- Declines in our traditional wireline services and other more mature offerings have necessitated continuous right-sizing of our cost structure to remain competitive.
- We have historically generated revenue by entering into transactions that utilize excess conduit, fiber, or other assets on our network to create custom networks for our customers, including through our Private Connectivity FabricSM solutions. We plan to continue to actively pursue additional revenue-generating opportunities with respect to these assets through right-of-use agreements, leases, or other agreements. We may or may not consummate such transactions from time to time, and the revenue from, and obligations associated with, any such opportunities may be significant, either individually or in the aggregate. The completion of any future transactions may be subject to customary conditions, and may not be executed in a timely manner, or at all.

These and other developments and trends impacting our operations are discussed elsewhere in this Item 2.

Results of Operations

In this section, we discuss our overall results of operations and highlight special items that are not included in our segment results. In "Segment Results" we review the performance of our two reporting segments in more detail.

The following table summarizes the results of our consolidated operations for the three months ended March 31, 2025 and March 31, 2024:

	Three Months Ended March 31,	
	2025	2024
	(Dollars in millions, except per share amounts)	
Operating revenue	\$ 3,182	3,290
Operating expenses	3,075	3,245
Operating income	107	45
Total other (expense) income, net	(352)	57
(Loss) income before income taxes	(245)	102
Income tax (benefit) expense	(44)	45
Net (loss) income	\$ (201)	57
Basic (loss) earnings per common share	\$ (0.20)	0.06
Diluted (loss) earnings per common share	\$ (0.20)	0.06

Our over-arching strategic goal is to digitally connect people, data, and applications quickly, securely, and effortlessly. As the trusted network for AI, Lumen uses the scale of our network to help companies realize AI's full potential. To attain these goals, we strive to, among other things:

- deliver best in class infrastructure to meet network, transport, data, and computing needs;
- optimize and innovate the way locations, data centers, and clouds connect;
- limit, detect, and mitigate network and data security vulnerabilities;
- expand our product offerings and strengthen our digital self-service ordering platforms;
- create a more adaptive and integrated network;
- continue to monetize our network-related assets, principally through the sale of Private Connectivity FabricSM ("PCF") solutions;
- expand our network capacity through our AI backbone initiative;
- execute on our Quantum Fiber buildout plan;
- manage our non-core business for cash flow; and
- strengthen our financial position and performance through our modernization and simplification initiatives, resulting in lower costs and debt reduction.

Revenue

The following table summarizes our consolidated operating revenue recorded under each of our two segments and in our five revenue sales channels within the Business segment described above:

	Three Months Ended March 31,		% Change
	2025	2024	
	(Dollars in millions)		
Business Segment:			
Large Enterprise	\$ 737	765	(4)%
Mid-Market Enterprise	513	577	(11)%
Public Sector	483	421	15 %
Wholesale	705	731	(4)%
International and Other	86	97	(11)%
Business Segment Revenue	2,524	2,591	(3)%
Mass Markets Segment Revenue	658	699	(6)%
Total consolidated operating revenue	\$ 3,182	3,290	(3)%

Our consolidated operating revenue decreased by \$108 million for the three months ended March 31, 2025 as compared to the three months ended March 31, 2024. See our segment results below for information on the drivers of our revenue.

Operating Expenses

The following table summarizes our operating expenses for the three months ended March 31, 2025 and 2024:

	Three Months Ended March 31,		% Change
	2025	2024	
	(Dollars in millions)		
Cost of services and products (exclusive of depreciation and amortization)	\$ 1,687	1,652	2 %
Selling, general and administrative	675	823	(18)%
Net loss on sale of business	—	22	nm
Depreciation and amortization	713	748	(5)%
Total operating expenses	\$ 3,075	3,245	(5)%

nm Percentages greater than 200% and comparisons between positive and negative values or to/from zero values are considered not meaningful.

Cost of Services and Products (exclusive of depreciation and amortization)

Cost of services and products (exclusive of depreciation and amortization) increased by \$35 million for the three months ended March 31, 2025 as compared to the three months ended March 31, 2024. This was primarily due to an increase of approximately \$70 million from higher facilities costs, partially offset by a decrease of \$39 million in employee-related expense from lower headcount.

Selling, General and Administrative

Selling, general and administrative expenses decreased by \$148 million for the three months ended March 31, 2025 as compared to the three months ended March 31, 2024. The decrease was primarily due to a decline of (i) \$140 million in legal and other professional fees, mainly driven by our debt transaction in the first quarter of 2024 with no comparably-sized transaction in the first quarter of 2025, and (ii) \$32 million in employee-related expenses from lower headcount. These decreases were partially offset by an increase of \$49 million related to a loss on the sale of operating assets in the first quarter of 2025 and recognition in the first quarter of 2024 of a deferred gain on the sale of select CDN contracts.

Net Loss on Sale of Business

For a discussion of the net loss on sale of business that we recognized for the three months ended March 31, 2024, see Note 2—Divestitures of the Latin American, ILEC and EMEA Businesses to our consolidated financial statements in Item 8 of Part II of our Annual Report Form 10-K for the year ended December 31, 2024.

Depreciation and Amortization

The following table provides detail of our depreciation and amortization expense:

	Three Months Ended March 31,		% Change
	2025	2024	
	(Dollars in millions)		
Depreciation	\$ 461	476	(3)%
Amortization	252	272	(7)%
Total depreciation and amortization	\$ 713	748	(5)%

Depreciation expense decreased by \$15 million for the three months ended March 31, 2025, as compared to the three months ended March 31, 2024 primarily due to a decrease of \$12 million from accelerated depreciation of CDN assets in 2024 and a decrease of \$8 million due to decommissioned assets. These decreases were partially offset by an increase of \$3 million associated with the net increase in depreciable assets.

Amortization expense decreased by \$20 million for the three months ended March 31, 2025, as compared to the three months ended March 31, 2024. This was due to a \$13 million decrease associated with net reduction in amortizable assets and a \$7 million decrease associated with the accelerated amortization of software assets.

Further analysis of our segment operating expenses by segment is provided below in "Segment Results."

Other Consolidated Results

The following table summarizes our total other (expense) income, net and income tax (benefit) expense:

	Three Months Ended March 31,		% Change
	2025	2024	
	(Dollars in millions)		
Interest expense	\$ (347)	(291)	19 %
Net (loss) gain on early retirement of debt	(35)	275	nm
Other income, net	30	73	(59)%
Total other (expense) income, net	\$ (352)	57	nm
Income tax (benefit) expense	\$ (44)	45	nm

nm Percentages greater than 200% and comparisons between positive and negative values or to/from zero values are considered not meaningful.

Interest Expense

Interest expense increased by \$56 million for the three months ended March 31, 2025 as compared to the three months ended March 31, 2024. This increase was due to the increase in the average interest rate from (i) 6.98% to 7.67% for the three months ended March 31, 2024 compared to the three months ended March 31, 2025. This increase was partially offset by a decrease of approximately \$2 billion in average outstanding long-term debt for the three months ended March 31, 2025 as compared to the three months ended March 31, 2024.

Net (Loss) Gain on Early Retirement of Debt

For a discussion of certain transactions that resulted in the net (loss) gain on debt we recognized for the three months ended March 31, 2025, see Note 4—Long-Term Debt and Credit Facilities. See Note 7—Long-Term Debt and Credit Facilities to our consolidated financial statements in Item 8 of Part II of our Annual Report Form 10-K for the year ended December 31, 2024 for discussion of the 2024 transactions that resulted in the net gain on debt recognized for the three months ended March 31, 2024.

Other Income, Net

Other income, net reflects certain items not directly related to our core operations, including (i) components of net periodic pension and post-retirement benefit costs, (ii) foreign currency gains and losses, (iii) our share of income from partnerships we do not control, (iv) interest income from cash and cash equivalents, (v) gains and losses from non-operating asset dispositions, (vi) income from transition and separation services provided by us to the purchasers of our divested businesses, and (vii) other non-core items.

	Three Months Ended March 31,	
	2025	2024
	(Dollars in millions)	
Pension and post-retirement net periodic expense	\$ (46)	(39)
Foreign currency gain (loss)	2	(12)
Gain on investment in limited partnership	—	20
Transition and separation services	37	35
Interest income	21	58
Other	16	11
Total other income, net	\$ 30	73

Income Tax Expense

For the three months ended March 31, 2025, our effective income tax rate was 18.0%, which was driven by interest on our uncertain tax position reserves. For the three months ended March 31, 2024, our effective income tax rate was 44.1%, including an unfavorable impact of interest on our uncertain tax position reserves.

Segment Results

General

Reconciliation of segment revenue to total operating revenue is below:

	Three Months Ended March 31,	
	2025	2024
	(Dollars in millions)	
Operating revenue		
Business	\$ 2,524	2,591
Mass Markets	658	699
Total operating revenue	\$ 3,182	3,290

Reconciliation of segment EBITDA to total adjusted EBITDA is below:

	Three Months Ended March 31,	
	2025	2024
	(Dollars in millions)	
Net (loss) income	\$ (201)	57
Income tax (benefit) expense	(44)	45
Total other expense (income), net	352	(57)
Depreciation and amortization expense	713	748
Stock-based compensation expense	10	14
Total adjusted EBITDA	\$ 830	807
Business segment adjusted EBITDA	\$ 1,166	1,168
Mass Markets segment adjusted EBITDA	381	383
Other unallocated amounts	(717)	(744)

For additional information on our reportable segments and product and services categories, see Note 3—Revenue Recognition and Note 9—Segment Information to our consolidated financial statements in Item 1 of Part I of this report.

Business Segment

	Three Months Ended March 31,		% Change
	2025	2024	
	(Dollars in millions)		
Business Segment Product Categories:			
Grow	\$ 1,136	1,059	7 %
Nurture	666	776	(14)%
Harvest	534	582	(8)%
Other	188	174	8 %
Total segment revenue	2,524	2,591	(3)%
Expenses:			
Total segment expense	1,358	1,423	(5)%
Total segment adjusted EBITDA	\$ 1,166	1,168	— %

Three months ended March 31, 2025 compared to the three months ended March 31, 2024

Business segment revenue decreased \$67 million for the three months ended March 31, 2025 as compared to March 31, 2024. Within each product category for the three months ended March 31, 2025 as compared to the comparable period ended March 31, 2024:

- Grow increased by \$77 million, primarily due to an increase of revenue from dark fiber and conduit of \$51 million and growth in IP services of \$19 million;
- Nurture decreased by \$110 million, primarily due to declines in traditional VPN services of \$88 million and declines in Ethernet services of \$26 million;
- Harvest decreased by \$48 million, primarily due to a \$43 million decline in legacy voice services; and
- Other increased by \$14 million, primarily due to increases in equipment sales revenue of approximately \$10 million.

Business segment expense decreased by \$65 million for the three months ended March 31, 2025, respectively, as compared to the three months ended March 31, 2024 primarily driven by a decrease of \$57 million in employee-related costs due to lower headcount.

Business segment adjusted EBITDA as a percentage of segment revenue was 46% for the three months ended March 31, 2025 and 45% for the three months ended March 31, 2024.

Mass Markets Segment

	Three Months Ended March 31,		% Change
	2025	2024	
	(Dollars in millions)		
Mass Markets Product Categories:			
Fiber Broadband	\$ 209	170	23 %
Other Broadband	257	315	(18)%
Voice and Other	192	214	(10)%
Total segment revenue	658	699	(6)%
Expenses:			
Total segment expense	277	316	(12)%
Total segment adjusted EBITDA	\$ 381	383	(1)%

Three months ended March 31, 2025 compared to the three months ended March 31, 2024

Mass Markets segment revenue decreased \$41 million for the three months ended March 31, 2025, respectively, as compared to the three months ended March 31, 2024. More specifically, within each product category:

- Fiber Broadband revenue increased \$39 million, primarily driven by growth in the number of fiber customers associated with our continued increase in enabled locations from our Quantum Fiber buildout;
- Other Broadband revenue decreased \$58 million, primarily due to fewer customers for our lower speed copper-based broadband services; and
- Voice and Other decreased \$22 million, principally due to the continued loss of copper-based voice customers.

Mass Markets segment expense decreased \$39 million for the three months ended March 31, 2025, respectively, as compared to the three months ended March 31, 2024, primarily driven by decreases of \$18 million in employee-related costs due to lower headcount, \$5 million in marketing and advertising expense and \$5 million in other network related costs.

Mass Markets segment adjusted EBITDA as a percentage of segment revenue was 58% for the three months ended March 31, 2025 and 55% for the three months ended March 31, 2024.

Liquidity and Capital Resources

Overview of Sources and Uses of Cash

We are a holding company that is dependent on the capital resources of our subsidiaries to satisfy our parent company liquidity requirements. Several of our significant operating subsidiaries have borrowed funds either on a standalone basis or as part of a separate restricted group with certain of its subsidiaries or affiliates. The terms of the instruments governing the indebtedness of these borrowers or borrowing groups may restrict our ability to access their accumulated cash. In addition, our ability to access the liquidity of these and other subsidiaries may be constrained by tax, legal, and other limitations. For additional information, see "Debt Instruments and Financing Arrangements" below.

At March 31, 2025, we held cash and cash equivalents of \$1.9 billion. As of March 31, 2025 we had approximately \$723 million of borrowing capacity available under our approximately \$1.0 billion of Revolving Credit Facilities, net of undrawn letters of credit issued to us thereunder. We typically use our Revolving Credit Facilities as a source of liquidity for operating activities and our other cash requirements. We had approximately \$70 million of cash and cash equivalents outside the United States at March 31, 2025. We currently believe that there are no material restrictions on our ability to repatriate cash and cash equivalents into the United States, and that we may do so without paying or accruing U.S. taxes or significant foreign taxes. We do not currently intend to repatriate to the United States any material amounts of our foreign cash and cash equivalents from operating entities.

Our senior leadership team and our Board of Directors review our sources and potential uses of cash in connection with our annual budgeting process and throughout the year as circumstances warrant. Generally speaking, our principal funding source is cash from operating activities, and our principal cash requirements include operating expenses, capital expenditures, income taxes, debt payments, periodic securities repurchases, periodic pension contributions, and other benefits payments.

Based on our current capital allocation objectives, during 2025 we project expending approximately \$4.1 billion to \$4.3 billion of capital expenditures.

For the 12-month period ending March 31, 2026, we project that our fixed commitments will include (i) \$52 million of scheduled term loan amortization payments, (ii) \$40 million of finance lease and other fixed payments, and (iii) \$238 million of debt maturities.

We will continue to monitor our future sources and uses of cash, and anticipate that we will make adjustments to our capital allocation strategies when, as and if determined by our senior leadership team and our Board. We may also draw on our Revolving Credit Facilities as a source of liquidity for operating activities and to give us additional flexibility to finance our capital investments, payments of debt, pension contributions, and other cash requirements.

For additional information, see "Risk Factors—Financial Risks" in Item 1A of Part I of our Annual Report on Form 10-K for the year ended December 31, 2024.

Capital Expenditures

We incur capital expenditures on an ongoing basis to expand and improve our service offerings, enhance and modernize our networks, fulfill our contractual obligations, and compete effectively in our markets. We evaluate our discretionary capital expenditure projects based on a variety of factors, including expected strategic impacts (such as forecasted impact on revenue growth, productivity, expenses, service levels, and customer retention) and our expected return on investment. The amount of our capital investment is influenced by, among other things, current and projected demand for our services and products, our network and customer contract requirements, cash flow generated by operating activities, cash required for debt service and other purposes, regulatory considerations (such as governmentally-mandated infrastructure buildout requirements), and the availability of requisite supplies, labor, and permits.

Our capital expenditures continue to be focused on enhancing network operating efficiencies, developing new services, and expanding our fiber network, including our PCF and Quantum Fiber buildout plans. A portion of our 2025 capital expenditures will also be focused on replacing aged network assets. For more information on our capital spending, see (i) "—Overview of Sources and Uses of Cash " above, (ii) "Cash Flow Activities—Investing Activities" below, and (iii) Item 1 of Part I of our Annual Report on Form 10-K for the year ended December 31, 2024.

Debt Instruments and Financing Arrangements

Debt Instruments

On March 27, 2025, Level 3 Financing (i) refinanced all of the outstanding secured term B-1 loan facilities and secured term B-2 loan facilities under its existing Credit Agreement, dated March 22, 2024 (the "2024 Level 3 Credit Agreement"), by and among Level 3 Financing, as borrower, Level 3 Parent, as guarantor, Wilmington Trust, National Association, as administrative agent and collateral agent, and the lenders from time to time party thereto and (ii) entered into an amendment to 2024 Level 3 Credit Agreement (collectively, the "Credit Facilities Transactions"). This amendment amended the 2024 Level 3 Credit Agreement to, among other things, (i) reduce the pricing on Level 3 Financing's term loan facility and to make related changes to effect such repricing and (ii) extend the maturity of Level 3 Financing's term loan facility to 2032. Immediately following the Credit Facilities Transactions, Level 3 Financing had \$2.4 billion of outstanding borrowings under its new secured term B-3 loan facility.

On February 15, 2025, (i) Lumen Technologies redeemed approximately \$132 million aggregate principal amount of its unsecured senior notes and (ii) Level 3 Financing redeemed approximately \$70 million aggregate principal amount of its unsecured senior notes, both in exchange for cash.

At March 31, 2025, we had:

- \$13.7 billion of outstanding consolidated secured indebtedness;
- \$4.4 billion of outstanding consolidated unsecured indebtedness (excluding (i) finance lease obligations, (ii) unamortized premiums, net, and (iii) unamortized debt issuance costs); and
- approximately \$723 million of unused borrowing capacity under our Revolving Credit Facilities, as discussed further below.

Under its credit agreements dated March 22, 2024, Lumen maintained at March 31, 2025 (i) approximately \$1.0 billion of superpriority Revolving Credit Facilities, under which it owed nothing as of such date, and had approximately \$231 million of letters of credit issued and undrawn as of such date, and (ii) approximately \$3.6 billion of drawn superpriority term loan facilities. Under its credit agreement dated March 22, 2024, as amended on March 27, 2025, Level 3 Financing, Inc. maintained at March 31, 2025, \$2.4 billion of drawn secured term loan facilities.

At March 31, 2025, we had \$234 million undrawn letters of credit outstanding, \$231 million of which were issued under our Revolving Credit Facilities and \$3 million of which were issued under a separate facility maintained by other Lumen subsidiaries (the full amount of which is collateralized by cash).

In addition to indebtedness under their above-mentioned credit agreements, Lumen and Level 3 Financing, Inc. are indebted under their respective outstanding senior notes, and certain of Lumen's other subsidiaries are indebted under their respective outstanding senior notes.

For additional information on the terms and conditions of the above-described debt instruments, including financial and operating covenants, see (i) Note 4—Long-Term Debt and Credit Facilities to our consolidated financial statements in Item 1 of Part I of this report, (ii) Note 7—Long-Term Debt and Credit Facilities to our consolidated financial statements in Item 8 of Part II of our Annual Report on Form 10-K for the year ended December 31, 2024 and (iii) "—Other Matters" below.

Future Debt Transactions

Subject to market conditions, we plan to continue to issue debt instruments from time to time to refinance a substantial portion of our maturing debt, including issuing debt securities of certain of our subsidiaries to refinance their maturing debt to the extent permitted under our debt covenants and consistent with our capital allocation strategies. The availability, interest rate and other terms of any new borrowings will depend on the ratings assigned by credit rating agencies, among other factors.

As of the filing date of this report, the credit ratings for the senior secured and unsecured debt of Lumen Technologies, Inc., Level 3 Financing, Inc. and Qwest Corporation were as follows:

Borrower	Moody's Investors Service, Inc.	Standard & Poor's	Fitch Ratings
Lumen Technologies, Inc.:			
Unsecured	Caa2	CCC	CCC-
Secured	B3/Caa1	B+/CCC	B+
Level 3 Financing, Inc.			
Unsecured	Caa1	CCC	CCC-
Secured	B1/B3	B+/B-	B+/CCC
Qwest Corporation:			
Unsecured	Caa2	B	B+

Our credit ratings are reviewed and adjusted from time to time by the rating agencies. Any future changes in the senior unsecured or secured debt ratings of us or our subsidiaries could impact our access to capital or borrowing costs. We cannot provide any assurances that we will be able to borrow additional funds on favorable terms, or at all. See "Risk Factors—Financial Risks" in Item 1A of Part I of our Annual Report on Form 10-K for the year ended December 31, 2024.

From time to time over the past couple of years, we have engaged in various debt refinancings, redemptions, tender offers, exchange offers, open market purchases and other transactions designed principally to reduce our consolidated indebtedness, extend our debt maturities, improve our financial flexibility, or otherwise enhance our debt profile. Subject to market conditions, restrictions under our debt covenants, and other limitations, we expect to opportunistically pursue similar transactions in the future to the extent feasible. See Note 4—Long-Term Debt and Credit Facilities to our consolidated financial statements in Item 1 Part I of this report for additional information.

Federal Income Tax Obligations

As of December 31, 2024, Lumen Technologies had approximately \$570 million of federal net operating loss carryforwards ("NOLs") which, for U.S. federal income tax purposes, may be used to offset future taxable income. The majority of these NOLs were acquired through the Level 3 Communications, Inc. acquisition on November 1, 2017 and are subject to limitations under Section 382 of the Internal Revenue Code of 1986, as amended ("Section 382"). We maintain a Section 382 rights agreement designed to safeguard our ability to use those NOLs through late 2026. For additional information about our NOLs, see Note 16—Income Taxes to our consolidated financial statements in Item 8 of Part II of our Annual Report on Form 10-K for the year ended December 31, 2024.

We expect to use substantially all of our remaining NOLs in future periods in accordance with Section 382's annual limitations, although we cannot guarantee this. See "Risk Factors—Financial Risks—We may not be able to fully utilize our NOLs" in Item 1A of Part I of our Annual Report on Form 10-K for the year ended December 31, 2024.

In 2021, the Organization for Economic Co-operation and Development ("OECD") issued Pillar Two model rules introducing a new global minimum corporate tax of 15% for tax years effective after December 31, 2023. While the U.S. has not adopted Pillar Two legislation, certain countries in which we operate have already adopted legislation to implement Pillar Two. These global minimum tax rules have increased our administrative and compliance burdens but the impact to our financial statements is immaterial. We anticipate further legislative activity and administrative guidance throughout 2025 and continue to monitor evolving global tax legislation.

Pension and Post-retirement Benefit Obligations

We are subject to material obligations under our existing defined benefit pension plans and post-retirement benefit plans. At December 31, 2024, the accounting unfunded status of our qualified and non-qualified defined benefit pension plans and our qualified post-retirement benefit plans was \$645 million and \$1.7 billion, respectively. For additional information about our pension and post-retirement benefit arrangements, see "Critical Accounting Policies and Estimates—Pension and Post-retirement Benefits" in Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2024; also see Note 11—Employee Benefits to our consolidated financial statements in Item 8 of Part II of the same report.

Benefits paid by our Combined Pension Plan are paid through the trust that holds the Combined Pension Plan's assets. Based on current laws and circumstances, we do not expect any contributions to be required for our Combined Pension Plan during 2025. The amount of required contributions to our Combined Pension Plan in 2026 and beyond will depend on a variety of factors, most of which are beyond our control, including earnings on plan investments, prevailing interest rates, demographic experience, changes in plan benefits, and changes in funding laws and regulations. We occasionally make voluntary contributions to our plans in addition to required contributions and reserve the right to do so in the future. We currently do not expect to make a voluntary contribution in 2025.

Substantially all of our post-retirement health care and life insurance benefits plans are unfunded and are paid by us with available cash. Based on our most recent estimates, we expect to pay approximately \$186 million of post-retirement benefits, net of participant contributions and direct subsidies, for the full year 2025. For additional information on our expected future benefits payments for our post-retirement benefit plans, see Note 11—Employee Benefits to our consolidated financial statements in Item 8 of Part II of our Annual Report Form 10-K for the year ended December 31, 2024.

Our pension plan contains provisions that allow us, from time to time, to offer lump sum payment options to certain former employees in settlement of their future retirement benefits. We record an accounting settlement charge, consisting of the recognition of certain deferred costs of the pension plan, associated with these lump sum payments only if, in the aggregate, they exceed or are probable to exceed the sum of the annual service and interest costs for the plan's net periodic pension benefit cost, which represents the settlement accounting threshold. See Note 11—Employee Benefits to our consolidated financial statements in Item 8 of Part II of our Annual Report Form 10-K for the year ended December 31, 2024 for additional information.

For 2025, our expected annual long-term rate of return on the pension plan assets is 6.5%. However, actual returns, if any, could be substantially different.

See Note 6—Employee Benefits to our consolidated financial statements in Item 1 of Part I of this report for more information.

Future Contractual Obligations

For information regarding our estimated future contractual obligations, see the MD&A discussion included in Item 7 of Part II of our Annual Report on Form 10-K for the year ended December 31, 2024.

Federal Broadband Support Programs

The FCC's Rural Digital Opportunity Fund ("RDOF") program aims to support broadband expansion in rural areas throughout America. As part of Phase 1 of this program, we were awarded funding in several of the states in which we operate and we receive an insignificant amount of monthly support payments. Federal and state agencies continue to implement broadband initiatives to enhance broadband access and affordability, and we anticipate these programs may increase competition in newly-served areas.

For additional information on these programs, see (i) Note 4—Revenue Recognition to our consolidated financial statements in Item 8 of Part II of our Annual Report on Form 10-K for the year ended December 31, 2024, (ii) "Business—Regulation of Our Business" in Item 1 of Part I of the same Annual Report, and (iii) "Risk Factors—Legal and Regulatory Risks" in Item 1A of Part I of the same Annual Report.

Cash Flow Activities

The following table summarizes our consolidated cash flow activities for the three months ended March 31, 2025 and 2024.

	Three Months Ended March 31,		\$ Change
	2025	2024	
	(Dollars in millions)		
Net cash provided by operating activities	\$ 1,095	1,102	(7)
Net cash used in investing activities	(769)	(698)	71
Net cash used in financing activities	(314)	(1,060)	(746)

Operating Activities

Net cash provided by operating activities decreased by \$7 million for the three months ended March 31, 2025 as compared to the three months ended March 31, 2024 due to our receipt of a federal income tax cash refund in the first quarter of 2024 and lower net income adjusted for non-cash expenses and gains, partially offset by an increase in deferred revenue primarily due to receipt of advance cash payments pursuant to our recent sales of PCF solutions. Cash provided by operating activities is subject to variability period over period as a result of timing differences, including with respect to the collection of receivables and payments of interest expense, accounts payable and bonuses.

For additional information about our operating results, see "Results of Operations" above.

Investing Activities

Net cash used in investing activities increased by \$71 million for the three months ended March 31, 2025 as compared to the three months ended March 31, 2024 primarily due to increased capital expenditures.

Financing Activities

Net cash used in financing activities decreased by \$746 million for the three months ended March 31, 2025 as compared to the three months ended March 31, 2024 primarily due to higher net proceeds from issuance of long-term debt during the three months ended March 31, 2025 as compared to the three months ended March 31, 2024. Additionally, this decrease is driven by decreased payment of debt extinguishment costs and fees, driven by the debt transactions during the first quarter of 2024 described elsewhere herein. These decreases were partially offset by higher net payments of long-term debt during the three months ended March 31, 2025 as compared to the three months ended March 31, 2024.

See Note 4—Long-Term Debt and Credit Facilities to our consolidated financial statements in Item 1 of Part I of this report for additional information on our outstanding debt securities.

Other Matters

We have cash management and loan arrangements with a majority of our income-generating subsidiaries, in which a substantial portion of the aggregate cash of those subsidiaries is periodically advanced or loaned to us or our service company affiliate. Although we periodically repay these advances to fund the subsidiaries' cash requirements throughout the year, at any given point in time we may owe a substantial sum to our subsidiaries under these arrangements. In accordance with generally accepted accounting principles, these arrangements are reflected in the balance sheets of our subsidiaries but are eliminated in consolidation and therefore not recognized on our consolidated balance sheets. For additional information, see "Risk Factors" in Item 1A of Part I of our Annual Report on Form 10-K for the year ended December 31, 2024.

Our network includes some residual lead-sheathed copper cables installed years ago that constitute a small portion of our network. Recent media coverage of potential health and environmental risks associated with these cables, has resulted in regulatory inquiries, and lawsuits, and could subject us to legislative or regulatory actions, removal costs, compliance costs, or penalties. As of March 31, 2025, we have not accrued for any such potential costs and will only accrue when such costs are probable and reasonably estimable. For additional information about related litigation and potential risks, see Note 10—Commitments, Contingencies and Other Items to our consolidated financial statements in Item 1 of Part I of this report, and the risk factor disclosures included herein under "Risk Factors" in Item 1A of Part I of our Annual Report on Form 10-K for the year ended December 31, 2024.

We are also involved in various other legal proceedings that could substantially impact our financial position. See Note 10—Commitments, Contingencies and Other Items to our consolidated financial statements in Item 1 of Part I of this report for additional information.

Market Risk

As of March 31, 2025, we were exposed to market risk from changes in interest rates on our variable rate long-term debt obligations and fluctuations in certain foreign currencies.

Our management periodically reviews our exposure to interest rate fluctuations and periodically implements strategies to manage the exposure. From time to time, we have used derivative instruments to swap our exposure to variable interest rates for fixed interest rates. We have established policies and procedures for risk assessment and the approval, reporting, and monitoring of derivative instrument activities. As of March 31, 2025, we did not hold or issue derivative financial instruments for trading or speculative purposes.

As of March 31, 2025, we had approximately \$6.0 billion aggregate principal amount of debt bearing unhedged floating interest rates based on the secured overnight financing rate ("SOFR"). A hypothetical increase of 100 basis points in SOFR relating to our \$6.0 billion of unhedged floating rate debt would, among other things, decrease our annual pre-tax earnings by approximately \$60 million.

We conduct a small portion of our business in currencies other than the U.S. dollar, the currency in which our consolidated financial statements are reported. Although we continue to evaluate strategies to mitigate risks related to the effect of fluctuations in currency exchange rates, we will likely continue to recognize gains or losses from international transactions. Accordingly, changes in foreign currency rates relative to the U.S. dollar could positively or negatively impact our operating results.

Certain shortcomings are inherent in the method of analysis presented in the computation of exposures to market risks. Actual values may differ materially from those disclosed by us from time to time if market conditions vary from the assumptions used in the analyses performed. These analyses only incorporate the risk exposures that existed at March 31, 2025.

Other Information

Our website is www.lumen.com. We routinely post important investor information in the "Investor Relations" section of our website at ir.lumen.com. We also use our website to webcast our earnings calls and certain of our meetings with investors or other members of the investment community. The information contained on, or that may be accessed through, our website is not part of this quarterly report. You may obtain free electronic copies of annual reports on Form 10-K, quarterly reports on Form 10-Q, and current reports on Form 8-K filed by us or our affiliates Level 3 Parent, LLC and Qwest Corporation, and all amendments to those reports, in the "Investor Relations" section of our website (ir.lumen.com) under the headings "FINANCIALS" and "SEC Filings." These reports are available on our website as soon as reasonably practicable after they are electronically filed with the SEC.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

See "Liquidity and Capital Resources—*Market Risk*" in Item 2 of Part I above.

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

We maintain disclosure controls and procedures (as defined in Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934 (the "Exchange Act")) designed to provide reasonable assurance that the information required to be disclosed by us in the reports we file or furnish under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. These include controls and procedures designed to ensure this information is accumulated and communicated to our senior leadership team, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. Our management, with the participation of our President and Chief Executive Officer, Kate Johnson, and our Executive Vice President and Chief Financial Officer, Chris Stansbury, evaluated the effectiveness of our disclosure controls and procedures as of March 31, 2025. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded our disclosure controls and procedures were effective, as of March 31, 2025, in providing reasonable assurance the information required to be disclosed by us in this report was accumulated and communicated in the manner provided above.

Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) that occurred during the first quarter of 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations of Internal Controls

The effectiveness of our or any system of disclosure controls and procedures is subject to certain limitations, including the exercise of judgment in designing, implementing, and evaluating the controls and procedures, the assumptions used in identifying the likelihood of future events and the inability to eliminate misconduct completely. As a result, there can be no assurance that our disclosure controls and procedures will detect all errors or fraud. By their nature, our or any system of disclosure controls and procedures can provide only reasonable assurance regarding management's control objectives.

PART II—OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

The information contained under the subheadings "Principal Proceedings" and "Other Proceedings, Disputes and Contingencies" in Note 10—Commitments, Contingencies and Other Items to our consolidated financial statements included in Item 1 of Part I of this report is incorporated herein by reference. The ultimate outcome of the matters described in Note 10 may differ materially from the outcomes anticipated, estimated, projected, or implied by us in certain of our statements appearing in such Note, and proceedings currently viewed as not significant by us may ultimately materially impact us. For more information, see "Risk Factors—Legal and Regulatory Risks—Our pending legal proceedings could have a material adverse impact on us" in Item 1A of Part I of our Annual Report on Form 10-K for the year ended December 31, 2024.

ITEM 1A. RISK FACTORS

Our operations and financial results are subject to various risks and uncertainties, which could adversely affect our business, financial condition, results of operations, or prospects. We recommend that you carefully consider (i) the other information set forth elsewhere in this report and (ii) the risk factors discussed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2024, as further supplemented below:

Changes in U.S. and foreign government administrative policy, including the imposition of, or increases in, tariffs, and changes to existing trade agreements, could have a material adverse effect on us.

As a result of changes to U.S. and foreign government administrative policy, there may be changes to existing trade agreements, the imposition of or significant increases in tariffs on goods imported into the U.S. and adverse responses by foreign governments to U.S. trade policies, among other possible changes. The U.S. administration has implemented or increased tariffs and announced it intends to implement or increase additional tariffs, and it remains unclear what the U.S. administration or foreign governments will or will not do with respect to tariffs or trade agreements and policies. A trade war; other governmental action related to tariffs or trade agreements; changes in U.S. social, political, regulatory, and economic conditions or in laws and policies governing foreign trade, manufacturing, development, and investment in the territories and countries where we currently develop and sell products; and any resulting negative sentiments toward the U.S. as a result of such changes, could have a material adverse effect on our business, results of operations or financial condition.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**Issuer Purchases of Equity Securities**

The following table contains information about shares of our previously-issued common stock that we withheld from employees upon vesting of their stock-based awards during the first quarter of 2025 to satisfy the related tax withholding obligations:

Period	Total Number of Shares Withheld for Taxes	Average Price Paid Per Share
January 2025	48,080	\$ 5.53
February 2025	99,236	\$ 4.72
March 2025	2,001,277	\$ 4.73
Total	2,148,593	

ITEM 6. EXHIBITS

Exhibits filed or furnished as part of this report are listed below.

Exhibit Number	Description	Filed or Furnished with this Form 10-Q	Incorporated by Reference		
			Filer and File No. ⁽¹⁾	Form	Date ⁽²⁾
10.1	First Amendment Agreement, dated as of March 27, 2025, among Level 3 Parent, LLC, Level 3 Financing, Inc., as borrower, the lenders party thereto, and Wilmington Trust, National Association, as administrative agent and collateral agent, to the Credit Agreement, dated as of March 22, 2024, among Level 3 Parent, LLC, Level 3 Financing, Inc., as borrower, the lenders party thereto, and Wilmington Trust, National Association, as administrative agent and collateral agent.	X			
31.1	Certification of the Chief Executive Officer of Lumen Technologies, Inc. pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	X			
31.2	Certification of the Chief Financial Officer of Lumen Technologies, Inc. pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	X			
32.1	Certification of the Chief Executive Officer of Lumen Technologies, Inc. pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	X			
32.2	Certification of the Chief Financial Officer of Lumen Technologies, Inc. pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	X			
101	Financial statements from the Quarterly Report on Form 10-Q of Lumen Technologies, Inc. for the period ended March 31, 2025, formatted in Inline XBRL: (i) the Consolidated Statements of Operations, (ii) the Consolidated Statements of Comprehensive (Loss) Income, (iii) the Consolidated Balance Sheets, (iv) the Consolidated Statements of Cash Flows, (v) the Consolidated Statements of Stockholders' Equity and (vi) the Notes to Consolidated Financial Statements.	X			
104	Cover page formatted as Inline XBRL and contained in Exhibit 101.	X			

⁽¹⁾ For purposes of this column, (i) "Registrant" means Lumen Technologies, Inc. (File No. 001-07784), formerly named Century Link, Inc., Century Tel, Inc. and Century Telephone Enterprises, Inc., (ii) "Qwest" means Qwest Corporation (File No. 001-03040), (iii) "Qwest Parent" means Qwest Communications International, Inc. (File No. 001-15577), and (iv) "Level 3" means Level 3 Parent, LLC (File No. 001-35134), successor-in-interest to Level 3 Communications, Inc.

⁽²⁾ Represents (i) the date appearing on the cover page of each applicable 10-K or 10-Q report and (ii) the date of filing with respect to all other reports.

SIGNATURE

Pursuant to the requirements of Section 13 or 15(d) 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 on May 1, 2025.

LUMEN TECHNOLOGIES, INC.

By: _____ /s/ Andrea Genschaw
Andrea Genschaw
Chief Accounting Officer and Controller
(Principal Accounting Officer)

FIRST AMENDMENT AGREEMENT dated as of March 27, 2025 (this "Amendment Agreement"), among LEVEL 3 PARENT, LLC ("Holdings"); LEVEL 3 FINANCING, INC., as Borrower (the "Borrower"); the LENDERS party hereto; and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent, to the Credit Agreement dated as of March 22, 2024 (the "Existing Credit Agreement") among Holdings, Borrower, the LENDERS party thereto, the Administrative Agent and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent.

Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Existing Credit Agreement or the Restated Credit Agreement (as defined below), as the context may require.

Pursuant to Section 2.23 of the Existing Credit Agreement, the Borrower has requested to establish Refinancing Term Loans consisting of Term B-3 Loans (referred to herein as the "Term B-3 Refinancing Loans") (including pursuant to Conversions (as defined below) of the existing Term B-1 Loans and the Term B-2 Loans (together, the "Existing Term Loans") referred to below) in an aggregate principal amount of \$2,400,000,000. It is contemplated that the net proceeds of the Term B-3 Refinancing Loans, together with additional funds of the Borrower, will be advanced (and that an amount equal to the principal amount of the Converted Term Loans (as defined below) will be deemed to be so advanced) by the Borrower to Level 3 Communications, LLC ("Level 3"), and the Loan Proceeds Note evidencing certain indebtedness owed by Level 3 to the Borrower will be amended to increase the principal amount thereof by the amount of such loan, and the proceeds of the Term B-3 Refinancing Loans (including proceeds deemed received pursuant to any Conversion) will be used, together with cash on hand of Holdings and its Subsidiaries, to prepay (including by way of Conversion) the Existing Term Loans (including such Existing Term Loans of Lenders who will not acquire Term B-3 Refinancing Loans) outstanding immediately prior to the Refinancing Effective Date (as defined below) in full.

The Term B-3 Lenders (as defined below) are willing to (a) become parties hereto and to the Restated Credit Agreement and (b) make Term B-3 Refinancing Loans (including pursuant to Conversions), subject to the terms and conditions provided for herein and in the Restated Credit Agreement.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Term B-3 Refinancing Loans; Amendment and Restatement of Existing Credit Agreement. (a) On the Refinancing Effective Date, the Existing Credit Agreement shall be amended to give effect to the modifications thereto establishing or specifically relating to the Term B-3 Commitments (as defined below) and the Term B-3 Refinancing Loans that are set forth in this Amendment Agreement as reflected in the form

of Amended and Restated Credit Agreement attached as Annex I hereto (it being agreed that the other modifications reflected in such Annex I shall become effective in accordance with Section 1(d)). Each institution identified as a Term B-3 Lender in Schedule 2.01 to such Annex I (each such institution being referred to herein as a “Term B-3 Lender”) shall, upon the effectiveness of this Amendment Agreement, have a commitment to make Term B-3 Refinancing Loans hereunder in the principal amount set forth on such Schedule 2.01 opposite such Lender’s name (the “Term B-3 Commitments”).

(b) On the Refinancing Effective Date, each Term B-3 Lender will make Term B-3 Refinancing Loans (whether by funding such Loan or pursuant to a Conversion of the Existing Term Loans held by it) in a principal amount equal to its Term B-3 Commitment. The net proceeds of the Term B-3 Refinancing Loans, together with additional funds of the Borrower, will be immediately advanced (and an amount equal to the principal amount of the Converted Term Loans will be deemed to be so advanced) by the Borrower to Level 3 in an amount equal to the aggregate principal amount of the Term B-3 Refinancing Loans, against delivery of an amended Loan Proceeds Note reflecting the amount of such advance and deemed advance. The amounts so advanced and deemed advanced by the Borrower to Level 3 will be made available to the Borrower through a prepayment or deemed prepayment of the Existing Term Loans in an aggregate principal amount equal to the aggregate principal amount of the Term B-3 Refinancing Loans.

(c) Each of the undersigned Term B-3 Lenders (other than Bank of America N.A.) has elected to convert all of its Term B-1 Loans and/or Term B-2 Term Loans to Term B-3 Refinancing Loans in a like principal amount and such conversion shall be deemed to have satisfied all or a portion of its Term B-3 Commitment by converting the aggregate principal amount of all of its Existing Term Loans into Term B-3 Refinancing Loans of the same principal amount as the aggregate amount of Existing Term Loans so converted (each, a “Conversion”; each Term B-3 Lender electing to make a Conversion, a “Converting Lender”; and each Existing Term Loan so converted, a “Converted Term Loan”). For purposes of this Amendment Agreement, the Existing Credit Agreement and the Restated Credit Agreement, each Converting Lender’s Converted Term Loans shall be deemed to have been repaid with the proceeds of such Converting Lender’s Term B-3 Refinancing Loans into which they are converted (which proceeds shall be deemed to have been advanced by the Borrower to Level 3 and applied to prepay the Existing Term Loans as provided in Section 1(b)).

(d) On the Refinancing Effective Date, (i) each Converting Lender will be deemed (pursuant to a Conversion of the Existing Term Loans held by it) to have made Term B-3 Refinancing Loans in the amount of its Converted Term Loans, and Bank of America, N.A., as a Term B-3 Lender, will make Term B-3 Refinancing Loans by funding its Term B-3 Commitment in cash in the amount set forth in Schedule A hereto and (ii) the Borrower shall prepay in full the Existing Term Loans of each Lender who is not a Converting Lender¹.

¹ Each Lender who is not a Converting Lender shall be paid off to \$0.

(e) The Borrower shall pay to each Lender of Existing Term Loans, including, for the avoidance of doubt, each Converting Lender, on the Refinancing Effective Date an amount in cash equal to the Applicable Premium and interest accrued and unpaid on its Existing Term Loans (before giving effect to the Conversions) as of such date.

(f) On the Refinancing Effective Date, immediately following the completion of the transactions provided for in Section 1(a) through (e),

(i) the Existing Credit Agreement as previously amended pursuant to Section 1(a) (excluding the schedules and exhibits thereto, each of which shall, except as provided below in this Section, remain as in effect immediately prior to the Refinancing Effective Date), shall be further amended and restated in its entirety in the form of Annex I hereto (as so amended and restated, the “Restated Credit Agreement”),

(ii) Schedule 2.01 to the Existing Credit Agreement shall be amended to include the information on Schedule A hereto, and

(iii) The Administrative Agent is hereby authorized and directed by the Borrower and each undersigned Lender to update the Register to (1) decrement each Lender’s Existing Term Loans to zero and (2) reflect each Term B-3 Lender’s Term B-3 Refinancing Loans in accordance with Schedule A to the Amendment Agreement (each of which schedules is hereby acknowledged and agreed to have been prepared by the Borrower). For the avoidance of doubt, the Administrative Agent shall conclusively rely on Schedule A hereto to update the Register, and shall have no liability with so updating the Register in reliance on Schedule A.

(g) The Borrowing of the Term B-3 Refinancing Loans will be a Term SOFR Borrowing with an initial Interest Period beginning on the Refinancing Effective Date and ending on April 30, 2025.

SECTION 2. Collateral and Guarantees. (a) Notwithstanding anything to the contrary in the Existing Credit Agreement, the Restated Credit Agreement or any other Loan Document, solely with respect to any Regulated Guarantor Subsidiary or any Regulated Grantor Subsidiary (each as defined below), (i) any Guarantee provided by any Regulated Guarantor Subsidiary under any Security Document shall initially be deemed not to Guarantee the Term B-3 Obligations, (ii) any Liens on, or other security interests in or pledges of, assets granted by such Regulated Grantor Subsidiary under any Security Document shall initially be deemed not to secure the Term B-3 Obligations and (iii) the Collateral and Guarantee Requirement, insofar as it relates to the Term B-3 Obligations, shall initially not be required to be satisfied in respect of any such Regulated Guarantor Subsidiary or Regulated Grantor Subsidiary, as the case may be. At such time as a Responsible Officer of the Borrower shall have delivered to the Administrative Agent written notice that the Term B-3 Guarantee Permit Condition shall have been satisfied with respect to any Regulated Guarantor Subsidiary, and, if such Regulated Guarantor Subsidiary is a Regulated Grantor Subsidiary, the Term B-3 Collateral Permit Condition shall also have been satisfied with respect to such Regulated Grantor Subsidiary,

(x) clause (i) of the first sentence of this paragraph (a) shall become inoperative with respect to such Regulated Guarantor Subsidiary insofar as the Term B-3 Obligations are concerned, and such Regulated Guarantor Subsidiary shall automatically be deemed to Guarantee the Term B-3 Obligations as provided in the Guarantee Agreement, and (y) the Collateral and Guarantee Requirement, insofar as it relates to Guarantees by such Regulated Guarantor Subsidiary of the Term B-3 Obligations, shall be required to be satisfied in respect of such Regulated Guarantor Subsidiary. At such time as a Responsible Officer of the Borrower shall have delivered to the Administrative Agent written notice that the Term B-3 Collateral Permit Condition shall have been satisfied with respect to any Regulated Grantor Subsidiary, and, if such Regulated Grantor Subsidiary is a Regulated Guarantor Subsidiary, the Term B-3 Guarantee Permit Condition shall also have been satisfied with respect to such Regulated Guarantor Subsidiary, (x) clause (ii) of the first sentence of this paragraph (a) shall become inoperative with respect to such Regulated Grantor Subsidiary insofar as the Term B-3 Obligations are concerned, and such Regulated Grantor Subsidiary shall automatically be deemed to grant Liens on, security interests in and pledges of its assets to secure the Term B-3 Obligations as provided in the Security Documents and (y) the Collateral and Guarantee Requirement, insofar as it relates to the granting of Liens, security interests and pledges to secure the Term B-3 Obligations, shall be required to be satisfied in respect of such Regulated Grantor Subsidiary.

(b) Each of Holdings and the Borrower (i) will endeavor, and cause each Regulated Guarantor Subsidiary and Regulated Grantor Subsidiary to endeavor, in good faith using commercially reasonable efforts, to (A) cause the Term B-3 Guarantee Permit Condition and the Term B-3 Collateral Permit Condition to be satisfied with respect to each Regulated Guarantor Subsidiary and Regulated Grantor Subsidiary at the earliest practicable date and (ii) will cause a Responsible Officer of the Borrower to deliver to the Administrative Agent the applicable notice referred to in Section 2(a) promptly (and in any event within five (5) Business Days) following satisfaction of the Term B-3 Guarantee Permit Condition or the Term B-3 Collateral Permit Condition in respect of any Regulated Guarantor Subsidiary or Regulated Grantor Subsidiary. For purposes of this Section, the requirement that Holdings, the Borrower or any Subsidiary of Holdings use “commercially reasonable efforts” shall not be deemed to require it to make material payments in excess of normal fees and costs to or at the direction of Governmental Authorities or to change the manner in which it conducts its business in any respect that the management of Holdings shall determine in good faith to be adverse or materially burdensome. Upon the reasonable request of Holdings or the Borrower, the Term B-3 Lenders will cooperate with Holdings and the Borrower as necessary to enable them to comply with their obligations under this Section.

(c) [reserved].

(d) For purposes of this Section, the following terms have the meanings specified below:

“Regulated Grantor Subsidiary” means Level 3 Communications, LLC, WiTel Communications, LLC, Broadwing Communications, LLC, TelCove Operations, LLC, and Global Crossing Telecommunications, Inc.

“Regulated Guarantor Subsidiary” means Level 3 Communications, LLC, WiITel Communications, LLC, Broadwing Communications, LLC, TelCove Operations, LLC and Global Crossing Telecommunications, Inc.

“Term B-3 Collateral Permit Condition” means, with respect to any Regulated Grantor Subsidiary, that such Regulated Grantor Subsidiary has obtained all material (as determined in good faith by the Borrower) authorizations and consents of Federal and State Governmental Authorities, if any, required in order for it to become a Grantor in respect of the Term B-3 Obligations under the Security Documents and to satisfy the Collateral and Guarantee Requirement with respect to the Term B-3 Obligations, insofar as the authorizations and consents so permit.

“Term B-3 Guarantee Permit Condition” means, with respect to any Regulated Guarantor Subsidiary, that such Regulated Guarantor Subsidiary has obtained all material (as determined in good faith by the Borrower) authorizations and consents of Federal and State Governmental Authorities, if any, required in order for it to become a Guarantor in respect of the Term B-3 Obligations under the Guarantee Agreement and to satisfy the Collateral and Guarantee Requirement with respect to the Term B-3 Obligations, insofar as the authorizations and consents so permit.

SECTION 3. Benefits of Loan Documents. The Term B-3 Refinancing Loans shall be entitled to all the benefits afforded by the Restated Credit Agreement and the other Loan Documents and shall benefit equally and ratably (except as provided in Section 2 above) from the Guarantees created by the Guarantee Agreement and the security interests created by the Collateral Agreement and the other Security Documents.

SECTION 4. Representations and Warranties. Each of Holdings and the Borrower represents and warrants to the Lenders and the Administrative Agent that:

(a) the execution, delivery and performance by each of Holdings, the Borrower and the other Loan Parties of this Amendment Agreement, and the consummation of the transactions contemplated hereby by each Loan Party on the Refinancing Effective Date, are within the powers of Holdings, the Borrower or such other Loan Party, as applicable, and have been duly authorized by all necessary corporate or other action and, if required, stockholder or member action;

(b) this Amendment Agreement has been duly executed and delivered by Holdings, the Borrower and each other Loan Party and constitutes, and each other Loan Document to which any Loan Party is a party constitutes, a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and to general principles of equity, regardless of whether considered in a proceeding in equity or at law;

(c) after giving effect to the borrowing of the Term B-3 Refinancing Loans on the Refinancing Effective Date, no Event of Default under Section 7.01(b), (c), (h) or (i) of the Existing Credit Agreement has occurred and is continuing and the representations

and warranties of (i) Holdings and the Borrower contained in Article III of the Existing Credit Agreement and (ii) each Loan Party contained in any other Loan Document are true and correct in all material respects on and as of the date hereof, except (A) to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date, (B) that any representation and warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates and (C) that (x) the representations and warranties contained in Section 3.05(a) of the Existing Credit Agreement shall be deemed to refer to the financial statements most recently furnished pursuant to Section 5.04 of the Existing Credit Agreement as of the Refinancing Effective Date and (y) references in such representations and warranties to the “Closing Date” shall be deemed to be references to the “Refinancing Effective Date”; and

(d) the proceeds of the Term B-3 Refinancing Loans, together with additional funds of the Borrower, will be advanced by the Borrower to Level 3 on the Refinancing Effective Date in an aggregate amount of \$2,400,000,000 and thereafter shall be used directly or indirectly to prepay the Existing Term Loans and to pay the Applicable Premium and accrued interest, fees and expenses related to the transactions contemplated hereby; provided that the proceeds of any Incremental Term Loans may be used by the Borrower for general corporate purposes of Holdings and its subsidiaries (including, without limitation, permitted acquisitions, capital expenditures and permitted distributions) or otherwise as set forth in the definitive documents with respect thereto.

SECTION 5. Effectiveness. The amendments to the Existing Credit Agreement, the obligations of the Term B-3 Lenders to make the Term B-3 Refinancing Loans hereunder, the amendment and restatement of the Existing Credit Agreement and the amendment or amendment and restatement of certain schedules and exhibits thereto as set forth in Section 1 hereof shall become effective and be completed, in the sequence provided for in such Section, on the first date (the “Refinancing Effective Date”) on which each of the following conditions shall have been satisfied (or waived by the Term B-3 Lenders):

(a) the Administrative Agent (or its counsel) shall have received from each of the Loan Parties and each institution that is to become a Term B-3 Lender a counterpart of this Agreement signed on behalf of such party (which may include delivery of a signed signature page of this Amendment Agreement by facsimile or other means of electronic transmission (e.g., “pdf”));

(b) the Administrative Agent and the Lead Arrangers (as defined below) shall have received a solvency certificate substantially in the form of Exhibit C to the Existing Credit Agreement and signed by a Financial Officer of Holdings confirming the solvency of Holdings, the Borrower and the Subsidiaries on a consolidated basis after giving effect to the transactions on the Refinancing Effective Date;

(c) Bank of America, N.A., JPMorgan Chase Bank, N.A., Citibank, N.A. and Morgan Stanley Senior Funding, Inc., as co-lead arrangers and joint bookrunning managers

for the Term B-3 Refinancing Loans (in such capacities, the “Co-Lead Arrangers”), and Royal Bank of Canada, Wells Fargo Bank, National Association, Goldman Sachs Bank USA and Barclays Bank PLC, as joint lead arrangers and joint bookrunning managers for the Term B-3 Refinancing Loans (in such capacities, the “Joint Lead Arrangers” and, together with Bank of America, N.A. and the Co-Lead Arrangers, the “Lead Arrangers”) and the Administrative Agent shall have received a written opinion (addressed to the Administrative Agent, the Lead Arrangers and the other parties hereto and dated the Refinancing Effective Date, and in a form satisfactory to the Lead Arrangers) of (i) Latham & Watkins LLP, counsel for the Borrower and (ii) Wilkinson Barker Knauer, LLP, as regulatory counsel for the Borrower, covering such matters relating to the Loan Parties, the Loan Documents and the transactions contemplated by this Amendment Agreement the Lead Arrangers shall reasonably request. Holdings and the Borrower hereby instruct such counsel to deliver such legal opinion;

(d) the Lead Arrangers shall have received such documents and certificates as the Lead Arrangers or their counsel may reasonably request relating to the organization, existence and good standing of each Loan Party, the authorization by the Loan Parties of the Loan Documents and the transactions contemplated hereby, all in form and substance reasonably satisfactory to the Lead Arrangers;

(e) the Administrative Agent and the Lead Arrangers shall have received a certificate signed by a Responsible Officer of the Borrower, dated the Refinancing Effective Date and satisfactory to the Lead Arrangers, certifying that the representations and warranties set forth in Section 4 are true and correct as of the Refinancing Effective Date;

(f) [reserved];

(g) the Administrative Agent and the Lead Arrangers shall have received all fees and other amounts due and payable to them on or prior to the Refinancing Effective Date, including the reimbursement or payment of all reasonable out-of-pocket expenses for which reasonably detailed invoices have been presented prior to the Refinancing Effective Date (including the reasonable fees, charges and disbursements of Cravath, Swaine & Moore LLP, counsel for the Lead Arrangers, and Seward & Kissel LLP, counsel for the Administrative Agent) incurred in connection with this Amendment Agreement;

(h) [reserved];

(i) the Administrative Agent and the Lead Arrangers shall have received a certificate signed by the chief financial officer of Holdings and satisfactory to the Lead Arrangers, dated the Refinancing Effective Date, certifying with respect to the incurrence of the Term B-3 Refinancing Loans, as to compliance with the Existing Credit Agreement and the Existing Notes, the indentures governing such Existing Notes and any other material Indebtedness of Holdings and its Subsidiaries;

(j) the Administrative Agent shall have received (i) a Borrowing Request in respect of the Term B-3 Refinancing Loans in accordance with Section 2.03 of the Restated

Credit Agreement and (ii) a notice of prepayment in respect of the outstanding principal amount of Existing Term Loans that are to be prepaid in accordance with Section 2.11 of the Restated Credit Agreement;

(k) the Borrower shall have paid (or cause to have paid, or be deemed to have paid) to each Lender holding Existing Term Loans on the Refinancing Effective Date, simultaneously with the making (or deemed making) of the Term B-3 Loans under the Restated Credit Agreement, the Existing Term Loans, the Applicable Premium with respect to the Existing Term Loans and all accrued and unpaid interest on the Existing Term Loans; and

(l) at least three (3) Business Days prior to the Refinancing Effective Date, the Lead Arrangers shall have received all documentation and other information required by bank regulatory authorities under applicable “know-your-customer” and anti-money laundering rules and regulations, including, without limitation, the USA PATRIOT Act and a Beneficial Ownership Certification in relation to the Borrower and each Subsidiary that qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, that is requested at least ten (10) Business Days prior to the Refinancing Effective Date.

SECTION 6. Effect of Amendment and Restatement; No Novation. (a) Except as expressly set forth herein and in the Restated Credit Agreement, this Amendment Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Agents or the Lenders under any Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations (including, for the avoidance of doubt, any guarantee obligations and indemnity obligations of the Guarantors and any grants of security interests by the Grantors), covenants or agreements contained in any Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect and shall extend to the “Obligations” as defined in the Restated Credit Agreement, subject to the terms hereof. Nothing herein shall be deemed to entitle any Loan 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 any Loan Document in similar or different circumstances.

(b) From and after the Refinancing Effective Date, the terms “Agreement”, “this Agreement”, “herein”, “hereinafter”, “hereto”, “hereof” and words of similar import, as used in the Restated Credit Agreement, shall refer to the Existing Credit Agreement as amended and restated in the form of the Restated Credit Agreement, and the term “Credit Agreement”, as used in any Loan Document, shall mean the Restated Credit Agreement. This Amendment Agreement shall constitute a “Loan Document” and a Refinancing Amendment for all purposes of the Restated Credit Agreement and the other Loan Documents.

(c) Neither this Amendment Agreement nor the effectiveness of the Restated Credit Agreement shall extinguish the obligations for the payment of money outstanding under the Existing Credit Agreement or discharge or release any Guarantee thereof. Nothing herein contained shall be construed as a substitution or novation of the Obligations

outstanding under the Existing Credit Agreement or the Guarantee Agreement, which shall remain in full force and effect, except as modified hereby and by the Restated Credit Agreement. Nothing expressed or implied in this Amendment Agreement, the Restated Credit Agreement or any other document contemplated hereby or thereby shall be construed as a release or other discharge of the Borrower under the Existing Credit Agreement or any Loan Party under any Loan Document (as defined in the Existing Credit Agreement) from any of its obligations and liabilities thereunder.

SECTION 7. GOVERNING LAW; WAIVER OF JURY TRIAL; JURISDICTION. THIS AMENDMENT AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW. SECTIONS 9.5 AND 9.11 OF THE RESTATED CREDIT AGREEMENT ARE HEREBY INCORPORATED INTO THIS AMENDMENT AGREEMENT MUTATIS MUTANDIS.

SECTION 8. Counterparts. This Amendment Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Amendment Agreement.

SECTION 9. Headings. The headings of this Amendment Agreement are not a part of this Amendment Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment Agreement.

SECTION 10. Administrative Agent. Each of the undersigned Lenders hereby authorize and direct the Administrative Agent to (a) execute and deliver this Amendment Agreement and (b) take all actions reasonably requested by the Borrower or the Lenders that are necessary to consummate the transactions set forth in this Amendment Agreement. In executing this Amendment Agreement, the Administrative Agent shall be entitled to all of the rights, protections, immunities and indemnities afforded to the Administrative Agent under the Restated Credit Agreement as if those rights, protections, immunities and indemnities were set forth fully herein.

[Signature pages follow]

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

LEVEL 3 PARENT, LLC,

by: /s/ Jon Yourkoski
Name: Jon Yourkoski
Title: SVP Corporate Development & Treasurer

LEVEL 3 FINANCING, INC.,

by: /s/ Jon Yourkoski
Name: Jon Yourkoski
Title: SVP Corporate Development & Treasurer

BROADWING, LLC
BTE EQUIPMENT, LLC
GLOBAL CROSSING NORTH AMERICA, INC.
GLOBAL CROSSING NORTH AMERICAN HOLDINGS,
INC.
LEVEL 3 ENHANCED SERVICES, LLC
LEVEL 3 INTERNATIONAL, INC.
LEVEL 3 TELECOM, LLC
LEVEL 3 TELECOM HOLDINGS, LLC
LEVEL 3 TELECOM HOLDINGS II, LLC
LEVEL 3 TELECOM MANAGEMENT CO. LLC
LEVEL 3 TELECOM OF ALABAMA, LLC
LEVEL 3 TELECOM OF ARKANSAS, LLC
LEVEL 3 TELECOM OF CALIFORNIA, LP
LEVEL 3 TELECOM OF D.C., LLC
LEVEL 3 TELECOM OF IDAHO, LLC
LEVEL 3 TELECOM OF ILLINOIS, LLC
LEVEL 3 TELECOM OF IOWA, LLC
LEVEL 3 TELECOM OF LOUISIANA, LLC
LEVEL 3 TELECOM OF MISSISSIPPI, LLC
LEVEL 3 TELECOM OF NEW MEXICO, LLC
LEVEL 3 TELECOM OF NORTH CAROLINA, LP
LEVEL 3 TELECOM OF OHIO, LLC
LEVEL 3 TELECOM OF OKLAHOMA, LLC
LEVEL 3 TELECOM OF OREGON, LLC
LEVEL 3 TELECOM OF SOUTH CAROLINA, LLC
LEVEL 3 TELECOM OF TEXAS, LLC
LEVEL 3 TELECOM OF UTAH, LLC
LEVEL 3 TELECOM OF VIRGINIA, LLC
LEVEL 3 TELECOM OF WASHINGTON, LLC
LEVEL 3 TELECOM OF WISCONSIN, LP
VYVX, LLC

by: /s/ Jon Yourkoski _____
Name: Jon Yourkoski
Title: SVP Corporate Development &
Treasurer

SIGNATURE PAGE TO
LEVEL 3 FIRST AMENDMENT
AGREEMENT

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Administrative Agent

by: /s/ Jeffery Rose
Name: Jeffery Rose
Title: Vice President

SIGNATURE PAGE TO
LEVEL 3 FIRST AMENDMENT
AGREEMENT

BANK OF AMERICA, N.A.,
As Term B-3 Lender,

by: /s/ Injah Song
Name: Injah Song
Title: Director

Annex I

Amended and Restated Credit Agreement

[attached]

Published CUSIP Numbers:

Deal: 52729KAQ9
Term B-1 Facility: 52729KAR7
Term B-2 Facility: 52729KAS5
Term B-3 Facility: []

CREDIT AGREEMENT

dated as of March 22, 2024
as amended by Amendment No. 1, dated as of March 27, 2025

among

LEVEL 3 PARENT, LLC,
as Holdings,

LEVEL 3 FINANCING, INC.,
as the Borrower,

THE LENDERS PARTY HERETO,

and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent and as Collateral Agent

BANK OF AMERICA, N.A.,
CITIGROUP, N.A.,
JPMORGAN CHASE BANK, N.A.,
MORGAN STANLEY SENIOR FUNDING, INC.
BARCLAYS BANK PLC,
GOLDMAN SACHS BANK USA,
RBC CAPITAL MARKETS²

and

WELLS FARGO SECURITIES, LLC,
as Joint Lead Arrangers and Bookrunners

² RBC Capital Markets is a brand name for the capital markets activities of Royal Bank of Canada and its affiliates.

TABLE OF CONTENTS

PAGE

ARTICLE I

Definitions

Section 1.01.	Defined Terms	1
Section 1.02.	Terms Generally; GAAP	72
Section 1.03.	Timing of Payment or Performance	74
Section 1.04.	Times of Day	74
Section 1.05.	Classification of Loans and Borrowings	74
Section 1.06.	Interest Rates	74
Section 1.07.	Divisions	75
Section 1.08.	Effectuation of Transactions	75

ARTICLE II

The Credits

Section 2.01.	Commitments	75
Section 2.02.	Loans and Borrowings	76
Section 2.03.	Requests for Borrowings	77
Section 2.04.	[Reserved]	78
Section 2.05.	[Reserved]	78
Section 2.06.	[Reserved]	78
Section 2.07.	Interest Elections	78
Section 2.08.	[Reserved]	79
Section 2.09.	Repayment of Loans; Evidence of Debt	79
Section 2.10.	Repayment of Term Loans and Prepayment Procedures	80
Section 2.11.	Prepayment of Loans	82
Section 2.12.	Fees	84
Section 2.13.	Interest	85
Section 2.14.	Alternate Rate of Interest	85
Section 2.15.	Increased Costs	88
Section 2.16.	Break Funding Payments	89
Section 2.17.	Taxes	89
Section 2.18.	Payments Generally; Pro Rata Treatment; Sharing of Set-offs	93
Section 2.19.	Mitigation Obligations; Replacement of Lenders	94
Section 2.20.	Illegality	96
Section 2.21.	Incremental Commitments	96
Section 2.22.	Extensions of Loans and Commitments	99
Section 2.23.	Refinancing Amendments	101
Section 2.24.	Defaulting Lenders	103
Section 2.25.	Loan Repurchases	104

ARTICLE III

Representations and Warranties

Section 3.01.	Organization; Powers	106
Section 3.02.	Authorization	106
Section 3.03.	Enforceability	107
Section 3.04.	Governmental Approvals	107
Section 3.05.	Financial Statements	107
Section 3.06.	No Material Adverse Effect	107
Section 3.07.	Title to Properties; Possession Under Leases	108
Section 3.08.	Subsidiaries	108
Section 3.09.	Litigation; Compliance with Laws	108
Section 3.10.	Federal Reserve Regulations	109
Section 3.11.	Investment Company Act	109
Section 3.12.	Use of Proceeds	109
Section 3.13.	Taxes	109
Section 3.14.	No Material Misstatements	109
Section 3.15.	Employee Benefit Plans	110
Section 3.16.	Environmental Matters	110
Section 3.17.	Security Documents	111
Section 3.18.	Solvency	112
Section 3.19.	Labor Matters	112
Section 3.20.	Insurance	112
Section 3.21.	Intellectual Property; Licenses, Etc	112
Section 3.22.	Communications and Regulatory Matters	112
Section 3.23.	USA PATRIOT Act	113
Section 3.24.	Anti-Corruption Laws and Sanctions	113
Section 3.25.	EEA Financial Institutions	113
ARTICLE IV		
Conditions of Lending		
Section 4.01.	Closing Date	113
Section 4.02.	[Reserved]	116
Section 4.03.	[Reserved]	116
ARTICLE V		
Affirmative Covenants		
Section 5.01.	Existence; Business and Properties	116
Section 5.02.	Insurance	117
Section 5.03.	Taxes	118
Section 5.04.	Financial Statements, Reports, Etc	118
Section 5.05.	Litigation and Other Notices	120
Section 5.06.	Compliance with Laws	121
Section 5.07.	Maintaining Records; Access to Properties and Inspections	121
Section 5.08.	Use of Proceeds	121
Section 5.09.	Compliance with Environmental Laws	121
Section 5.10.	Further Assurances; Additional Security	121
Section 5.11.	Ratings	124
Section 5.12.	Restricted and Unrestricted Subsidiaries	124

Section 5.13.	Post-Closing	124
ARTICLE VI		
Negative Covenants		
Section 6.01.	Indebtedness	125
Section 6.02.	Liens	133
Section 6.03.	[Reserved]	137
Section 6.04.	Investments, Loans and Advances	137
Section 6.05.	Mergers, Consolidations, Sales of Assets and Acquisitions	141
Section 6.06.	Restricted Payments	144
Section 6.07.	[Reserved]	146
Section 6.08.	Business of the Borrower and the Subsidiaries; Etc	146
Section 6.09.	Restrictions on Subsidiary Distributions and Negative Pledge	
Clauses		147
Section 6.10.	[Reserved]	148
Section 6.11.	Fiscal Quarter and/or Fiscal Year	148
Section 6.12.	[Reserved]	148
Section 6.13.	Limitation on Actions with respect to Existing Intercompany	
Obligations		148
ARTICLE VII		
Events of Default		
Section 7.01.	Events of Default	150
Section 7.02.	[Reserved]	154
Section 7.03.	Application of Funds	154
ARTICLE VIII		
The Agents		
Section 8.01.	Appointment	155
Section 8.02.	Delegation of Duties	156
Section 8.03.	Exculpatory Provisions	157
Section 8.04.	Reliance by Agents	159
Section 8.05.	Notice of Default	160
Section 8.06.	Non-Reliance on Agents, the Amendment No. 1 Arrangers and	
Other Lenders		161
Section 8.07.	Indemnification	161
Section 8.08.	Agent in Its Individual Capacity	162
Section 8.09.	Successor Administrative Agent	162
Section 8.10.	[Reserved]	163
Section 8.11.	Security Documents and Collateral Agent	163
Section 8.12.	Right to Realize on Collateral, Enforce Guarantees, and Credit	
Bidding		164
Section 8.13.	Withholding Tax	166
Section 8.14.	Secured Cash Management Agreements and Secured Hedge	
Agreements, and Amendment No. 1 Arrangers		166
Section 8.15.	Certain ERISA Matters	167

Section 8.16.	Erroneous Payments	168
Section 8.17.	Amendment No. 1 Arrangers	169
ARTICLE IX		
Miscellaneous		
Section 9.01.	Notices; Communications	170
Section 9.02.	Survival of Agreement	171
Section 9.03.	Binding Effect	171
Section 9.04.	Successors and Assigns	171
Section 9.05.	Expenses; Indemnity	178
Section 9.06.	Right of Set-off	180
Section 9.07.	Applicable Law	180
Section 9.08.	Waivers; Amendments	181
Section 9.09.	Interest Rate Limitation	185
Section 9.10.	Entire Agreement	185
Section 9.11.	WAIVER OF JURY TRIAL	185
Section 9.12.	Severability	186
Section 9.13.	Counterparts	186
Section 9.14.	Headings	186
Section 9.15.	Jurisdiction; Consent to Service of Process	187
Section 9.16.	Confidentiality	187
Section 9.17.	Platform; Borrower Materials	188
Section 9.18.	Release of Liens and Guarantees	188
Section 9.19.	USA PATRIOT Act Notice; Beneficial Ownership Regulation	
Notice		192
Section 9.20.	Agency of the Borrower for the Loan Parties	192
Section 9.21.	No Advisory or Fiduciary Responsibility	192
Section 9.22.	Payments Set Aside	193
Section 9.23.	Acknowledgement and Consent to Bail-In of Affected Financial Institutions	193
Section 9.24.	Electronic Execution of Assignments and Certain Other Documents	193
Section 9.25.	Acknowledgement Regarding Any Supported QFCs	194
Section 9.26.	Indemnification of Consenting Parties and Ad Hoc Group Advisors	195
Section 9.27.	FCC and State PUC Compliance	196
Section 9.28.	Regulated Subsidiaries	196

Exhibits and Schedules

Exhibit A	Form of Assignment and Acceptance
Exhibit B	Form of Incremental Assumption Agreement
Exhibit C	Form of Solvency Certificate
Exhibit D	Form of Borrowing Request
Exhibit E	Form of Interest Election Request
Exhibit F	Auction Procedures
Exhibit G	Form of Subordinated Intercompany Note
Exhibit H	Form of Promissory Note
Exhibit I-1	Form of Perfection Certificate
Exhibit I-2	Form of Perfection Certificate (Loan Proceeds Note)
Exhibit J-1	Form of U.S. Tax Certificate (For Non-U.S. Lenders that are not Partnerships for U.S. Federal Income Tax Purposes)
Exhibit J-2	Form of U.S. Tax Certificate (For Non-U.S. Lenders that are Partnerships for U.S. Federal Income Tax Purposes)
Exhibit J-3	Form of U.S. Tax Certificate (For Non-U.S. Participants that are not Partnerships for U.S. Federal Income Tax Purposes)
Exhibit J-4	Form of U.S. Tax Certificate (For Non-U.S. Participants that are Partnerships for U.S. Federal Income Tax Purposes)
Exhibit K	Form of Qualified Joinder
Exhibit L	Omnibus Offering Proceeds Note Subordination Agreement
Exhibit M-1	Form of Loan Proceeds Note Guarantee Agreement
Exhibit M-2	Form of Loan Proceeds Note Collateral Agreement
Schedule 2.01	Commitments
Schedule 3.04	Governmental Approvals
Schedule 3.07(c)	Material Real Property
Schedule 3.08(a)	Subsidiaries
Schedule 3.08(b)	Equity Interests
Schedule 3.16	Environmental Matters
Schedule 3.20	Insurance
Schedule 3.21	Intellectual Property
Schedule 5.13	Post-Closing
Schedule 6.01	Indebtedness
Schedule 6.02	Liens
Schedule 6.04	Investments
Schedule 9.01	Notice Information

CREDIT AGREEMENT, dated as of March 22, 2024 (this “Agreement”), among Level 3 Parent, LLC, a Delaware limited liability company (“Holdings”), Level 3 Financing, Inc., a Delaware corporation (the “Borrower”), Wilmington Trust, National Association, as Administrative Agent and as Collateral Agent, and each Lender party hereto from time to time.

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

ARTICLE I

Definitions

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

“ABR” shall mean for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1%, (b) the rate of interest in effect for such day as published in the Wall Street Journal (or comparable publication or service for publishing the “prime rate”) as the “prime rate”, (c) Term SOFR plus 1.00% and (d) 1.00%. Any change in such prime rate shall take effect at the opening of business on the day such change is published. If ABR is being used as an alternate rate of interest pursuant to Section 2.14, then ABR shall be the greater of clauses (a), (b) and (d) above and shall be determined without reference to clause (c) above. “ABR” when used with respect to any Loan or Borrowing, refers to whether such Loan, or the Loans included in such Borrowing, bear interest by reference to the ABR.

“ABR Borrowing” shall mean a Borrowing comprised of ABR Loans.

“ABR Loan” shall mean any Loan bearing interest at a rate determined by reference to the ABR in accordance with the provisions of Article II.

“Acquisition Transaction” shall mean the purchase or other acquisition (in one transaction or a series of transactions, including by merger or otherwise) by the Borrower or any Subsidiary of all or substantially all the property, assets or business of another person, or assets constituting a business unit, line of business or division of, any person, or of a majority of the outstanding Equity Interests of any person (including any Investment which serves to increase the Borrower’s or any Subsidiary’s respective equity ownership in any Joint Venture or other person to an amount in excess (or further in excess) of the majority of the outstanding Equity Interests of such Joint Venture or other person).

“Administrative Agent” shall mean Wilmington Trust, National Association, in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

“Administrative Agent Fee Letter” shall mean that certain Fee Letter, dated as of the Closing Date, between the Borrower and the Administrative Agent (as may be amended, restated, supplemented or otherwise modified).

“Administrative Agent Fees” shall have the meaning assigned to such term in Section 2.12(a).

“Administrative Questionnaire” shall mean an Administrative Questionnaire in the 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, when used 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.

“Agents” shall mean the Administrative Agent and the Collateral Agent.

“Agreement” shall have the meaning assigned to such term in the introductory paragraph of this Agreement, as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“All-In Yield” shall mean as to any Indebtedness (or Term Loans of any Class), as of any date of determination, the yield thereof, whether in the form of interest rate, margin, original issue discount, upfront fees or an interest rate floor (such as a Term SOFR floor or ABR floor) as of such date; provided that, when determining the All-In Yield:

(a) (i) if such Indebtedness (or Term Loans of any Class) is, by its terms, capable of being priced with reference to three month Term SOFR for Dollar denominated loans, then All-In Yield shall be measured with reference such Term SOFR rate, and (ii) if such Indebtedness (or Term Loans of any Class) is not, by its terms, capable of being priced with reference to such Term SOFR rate, including if such Indebtedness (or Term Loans of any Class) is priced with reference to a fixed rate of interest, then for purpose of determining the All-In Yield, such Indebtedness (or Term Loans of any Class) shall be deemed to be swapped so that such Indebtedness would effectively be priced with reference to such Term SOFR rate on a customary matched maturity basis in a customary manner;

(b) if such Indebtedness (or Term Loans of any Class) is priced with reference to a margin that is subject to a leverage-based or other pricing grid, then for purpose of determining the All-In Yield the margin applicable to such Indebtedness (or Term Loans of any Class) shall be determined with reference to such grid as of such date of measurement;

(c) original issue discount and similar upfront fees shall be equated to interest rate assuming a 4-year life to maturity (or, if less, the stated life to maturity of the applicable Indebtedness as of such time); and

(d) All-In Yield shall not include any arrangement fees, structuring fees, underwriting fees, commitment fees, amendment fees, ticking fees or any other fees similar to the foregoing (regardless of how such fees are computed or to whom paid), fees not paid by a Loan Party, interest payable in kind or prepayment (or repayment) premiums applicable to such Indebtedness.

When comparing the All-In Yield of any Indebtedness (or Term Loans of any Class) to the All-In Yield of the Term B-3 Loans (or any other applicable Indebtedness), as of any date,

(i) if such Indebtedness (or Term Loans of any Class) includes an interest rate floor that is greater than the corresponding interest rate floor applicable to the Term B-3 Loans (or such other applicable Indebtedness), the amount of such differential will increase the applicable margin with respect to such Indebtedness (or Term Loans of such Class) for purposes of determining All-In Yield, but only to the extent an increase in the interest rate floor applicable to the

Term B-3 Loans (or such other applicable Indebtedness) as of such date would cause an increase in the interest rate applicable to the Term B-3 Loans (or such other applicable Indebtedness) at such time, and in such case, for purposes of applying the provisions of Section 2.21(b)(v), the interest rate floor (but not the interest rate margin) applicable to the Term B-3 Loans (or such other applicable Indebtedness) shall be increased to the extent of such differential between interest rate floors; and

(ii) if such Indebtedness (or Term Loans of any Class) includes an interest rate floor that is lower than the corresponding interest rate floor applicable to the Term B-3 Loans (or such other applicable Indebtedness), or does not include an interest rate floor, and, as of the date such date of determination, the applicable interest rate floor with respect to Term B-3 Loans (or such other applicable Indebtedness) is the basis for determining its margin, then the amount of such differential (which shall be deemed to be 0.00% in the case of Indebtedness without an interest rate floor) shall reduce the applicable margin with respect to such Indebtedness (or Term Loans of such Class) for purposes of determining All-In Yield.

“Amendment Agreement” shall mean the Amendment Agreement, dated as of March 22, 2024, among Holdings, the Borrower, the other Guarantors party thereto, the Existing Credit Agreement Agent and the lenders under the Existing Credit Agreement party thereto.

“Amendment No. 1” shall mean that certain First Amendment Agreement, dated as of the Amendment No. 1 Effective Date, among Holdings, the Borrower, the Guarantors party thereto, the Administrative Agent and the lenders party thereto.

“Amendment No. 1 Arrangers” shall mean Bank of America, N.A., Citigroup, N.A., JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc., Barclays Bank PLC, Goldman Sachs Bank USA, RBC Capital Markets³ and Wells Fargo Securities, LLC.

“Amendment No. 1 Effective Date” shall mean March 27, 2025.

“Amendment No. 1 Total Leverage Ratio” shall mean 6.60 to 1.00.

“Ancillary Fees” shall have the meaning assigned to such term in Section 9.08(b)(viii).

“Anti-Corruption Laws” shall mean laws or rules related to bribery or anti-corruption, including the United States Foreign Corrupt Practices Act of 1977, as amended, and the UK Bribery Act 2010.

“Applicable Date” shall have the meaning assigned to such term in Section 9.08(f).

“Applicable Margin” shall mean for any day:

³ RBC Capital Markets is a brand name for the capital markets activities of Royal Bank of Canada and its affiliates.

(a) with respect to any Term B Loan, 4.25% per annum in the case of any Term SOFR Loan and 3.25% per annum in the case of any ABR Loan; and

(b) with respect to any Other Term Loan, the “Applicable Margin” set forth in the Incremental Assumption Agreement, Extension Amendment or Refinancing Amendment (as applicable) relating thereto.

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

“Asset Sale” shall mean (a) any Disposition (including any sale and lease-back of assets and any lease of Real Property) to any person of any asset or assets of the Borrower or any Subsidiary and (b) any sale of any Equity Interests by any Subsidiary to a person other than the Borrower or a Subsidiary.

“Assignee” shall have the meaning assigned to such term in Section 9.04(b)(i).

“Assignment and Acceptance” shall mean an assignment and acceptance entered into by a Lender and an Assignee, and accepted by the Administrative Agent and the Borrower (if required by Section 9.04), substantially in the form of Exhibit A.

“Auction Manager” shall have the meaning assigned to such term in Section 2.25(a).

“Auction Procedures” shall mean auction procedures with respect to Purchase Offers set forth in Exhibit F hereto.

“Available Amount” shall mean, as of any date of determination, a cumulative amount equal to the sum of, without duplication:

(a) the greater of (x) \$175,000,000 and (y) 12% of Pro Forma LTM EBITDA;
plus

(b) the Retained Excess Cash Flow; plus

(c) the aggregate amount of any capital contribution in respect of Qualified Equity Interests or the proceeds of any issuance of Qualified Equity Interests after the Closing Date received as cash equity (other than amounts received and used to make “Restricted Payments” pursuant to Section 6.06(b)) by Holdings (and contributed to the Borrower), the Borrower or any Subsidiary that is a Loan Party from Lumen or any Subsidiary thereof (other than Holdings or the Borrower, any of their Subsidiaries or any Unrestricted Subsidiary), in each case during the period from and including the day immediately following the Closing Date through and including such date; plus

(d) the net cash proceeds received by Holdings (and contributed to the Borrower), the Borrower or any Subsidiary that is a Loan Party directly from any Investment by Lumen or any subsidiary thereof (other than Holdings or the Borrower or any of their Subsidiaries or any Unrestricted Subsidiary) in Holdings, such Borrower or Subsidiary that is a Loan Party during the period from and including the day immediately following the Closing Date through and including such time (other than amounts received and used to make “Restricted Payments” pursuant to Section 6.06(b)); plus

(e) the aggregate amount of cash proceeds received by Holdings (and contributed to the Borrower), the Borrower or any Subsidiary that is a Loan Party from the payment of interest by Lumen in respect of any loans outstanding under the Lumen Intercompany Loan during the period from and including the day immediately following the Closing Date through and including such date; plus

(f) the aggregate amount of cash proceeds received by Holdings (and contributed to the Borrower), the Borrower or any Subsidiary that is a Loan Party from the payment of interest by Lumen in respect of any loans outstanding under the Lumen Intercompany Revolving Loan or any other intercompany loan between Lumen and LVLT not prohibited by this Agreement (other than intercompany loans made pursuant to Section 6.04(t)) during the period from and including the day immediately following the Closing Date through and including such date; minus

(g) an amount equal to the amount of Restricted Payments made (or deemed made) pursuant to Section 6.06(d) after the Closing Date and prior to such time or contemporaneously therewith; minus

(h) an amount equal to the amount of Investments made (or deemed made) pursuant to Section 6.04(cc) after the Amendment No. 1 Effective Date and prior to such time or contemporaneously therewith;

provided, that notwithstanding anything to the contrary herein, the Available Amount shall exclude the cash proceeds contributed by Lumen to Holdings on or about the Closing Date in the amount of \$210,000,000 in connection with the consummation of the Transactions.

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

“Bail-In Legislation” shall mean, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, 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 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

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

“Beneficial Ownership Certification” shall mean a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

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

“Benefit Plan” shall mean any of (a) an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in and subject to Section 4975 of the Code or (c) any person whose assets include (for purposes of ERISA Section 3(42) or otherwise for

purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

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

“Board of Directors” shall mean, as to any person, the board of directors, the board of managers, the sole manager or other governing body of such person or (other than for purposes of the definition of “Change of Control”) any duly appointed committee thereof.

“Borrower” shall have the meaning assigned to such term in the preamble hereto.

“Borrower Materials” shall have the meaning assigned to such term in Section 5.04.

“Borrowing” shall mean a group of Loans of a single Class and Type, and made on a single date and, in the case of Term SOFR Loans, as to which a single Interest Period is in effect.

“Borrowing Minimum” shall mean (a) in the case of Term SOFR Loans, \$5,000,000 and (b) in the case of ABR Loans, \$1,000,000.

“Borrowing Multiple” shall mean (a) in the case of Term SOFR Loans, \$1,000,000 and (b) in the case of ABR Loans, \$250,000.

“Borrowing Request” shall mean a request by the Borrower in accordance with the terms of Section 2.03 and substantially in the form of Exhibit D appropriately completed and signed by a Responsible Officer of the Borrower.

“Business Day” shall mean any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, New York, New York and the state where primary office of the Administrative Agent for the administration of this Agreement is located.

“Capital Expenditures” shall mean, for any person in respect of any period, the aggregate of all expenditures incurred by such person during such period that, in accordance with GAAP, are or should be included in “additions to property, plant or equipment” or similar items reflected in the statement of cash flows of such person; provided, that Capital Expenditures for the Borrower and the Subsidiaries shall not include:

(a) expenditures to the extent made with proceeds of the issuance of Qualified Equity Interests of the Borrower or capital contributions to the Borrower or funds that would have constituted Net Proceeds under clause (a) of the definition of the term “Net Proceeds” (but that will not constitute Net Proceeds as a result of the first or second proviso to such clause (a));

(b) expenditures of proceeds of insurance settlements, condemnation awards and other settlements in respect of lost, destroyed, damaged or condemned assets, equipment or other property to the extent such expenditures are made to replace or repair such lost, destroyed, damaged or condemned assets, equipment or other property or otherwise to acquire, maintain, develop, construct, improve, upgrade or repair assets or properties useful in the business of the Borrower and the Subsidiaries to the extent such

proceeds are not then required to be applied to prepay Term Loans pursuant to Section 2.11(b);

(c) interest capitalized during such period;

(d) expenditures that are accounted for as capital expenditures of such person and that actually are paid for by a third party (excluding the Borrower or any Subsidiary) and for which none of the Borrower or any Subsidiary has provided or is required to provide or incur, directly or indirectly, any consideration or obligation to such third party or any other person (whether before, during or after such period);

(e) the book value of any asset owned by such person prior to or during such period to the extent that such book value is included as a capital expenditure during such period as a result of such person reusing or beginning to reuse such asset during such period without a corresponding expenditure actually having been made in such period; provided that any expenditure necessary in order to permit such asset to be reused shall be included as a Capital Expenditure during the period that such expenditure actually is made;

(f) the purchase price of equipment purchased during such period to the extent that the consideration therefor consists of any combination of (i) used or surplus equipment traded in at the time of such purchase, (ii) the proceeds of a concurrent sale of used or surplus equipment, in each case, in the ordinary course of business or (iii) assets Disposed of pursuant to Section 6.05(m);

(g) Investments in respect of a Permitted Business Acquisition; or

(h) the purchase of property, plant or equipment made with proceeds from any Asset Sale to the extent such proceeds are not then required to be applied to prepay Term Loans pursuant to Section 2.11(b).

“Capitalized Lease Obligations” shall mean, at the time any determination thereof is to be made, the amount of the liability in respect of a finance lease that would at such time be required to be capitalized and reflected as a liability on the balance sheet (excluding the footnotes thereto) in accordance with GAAP; provided, that all obligations of any person that are or would be characterized as operating lease obligations in accordance with GAAP on October 31, 2016 (whether or not such operating lease obligations were in effect on such date) may, in the sole discretion of the Borrower, continue to be accounted for as operating lease obligations (and not as Capitalized Lease Obligations) for purposes of this Agreement regardless of any change in GAAP following such date that would otherwise require such obligations to be recharacterized (on a prospective or retroactive basis or otherwise) as Capitalized Lease Obligations.

“Cash Management Agreement” shall mean any agreement to provide to the Borrower or any Subsidiary cash management services for collections, treasury management services (including controlled disbursement, overdraft, automated clearing house fund transfer services, return items and interstate depository network services), any demand deposit, payroll, trust or operating account relationships, commercial credit cards, merchant card, purchase or debit cards, non-card e-payables services, and other cash management services, including electronic funds transfer services, lockbox services, stop payment services and wire transfer services.

“Cash Management Bank” shall mean any person that, at the time it enters into a Cash Management Agreement (or on the Closing Date), is an Agent, a Lender or an Affiliate of any such person, in each case, in its capacity as a party to such Cash Management Agreement.

“CFC” shall mean a “controlled foreign corporation” within the meaning of Section 957(a) of the Code.

“Change in Law” shall mean (a) the adoption of any law, rule, treaty or regulation after the Closing Date, (b) any change in law, rule, treaty or regulation or in the interpretation or application thereof by any Governmental Authority after the Closing Date or (c) compliance by any Lender (or, for purposes of Section 2.15(b), by any Lending Office of such Lender or by such Lender’s holding company, if any) with any written request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Closing Date; provided, that notwithstanding anything herein to the contrary, (x) all requests, rules, guidelines or directives under or issued in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act, all interpretations and applications thereof and any compliance by a Lender with any request or directive relating thereto and (y) all requests, rules, guidelines or directives promulgated under or in connection with, all interpretations and applications of, and any compliance by a Lender with any request or directive relating to the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case under clauses (x) and (y) be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued but only to the extent it is the general policy of a Lender to impose applicable increased costs or costs in connection with capital adequacy requirements similar to those described in clauses (a) and (b) of Section 2.15 generally on other similarly situated borrowers under similar circumstances under agreements permitting such impositions.

“Change of Control” shall mean the occurrence of any of the following events:

(a) if any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act or any successor provisions to either of the foregoing), including any group acting for the purpose of acquiring, holding, voting or disposing of securities within the meaning of Rule 13d-5(b)(1) under the Exchange Act becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act, except that a person will be deemed to have “beneficial ownership” of all shares that any such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), but excluding Lumen or any Wholly-Owned Subsidiary of Lumen, directly or indirectly, of 50% or more of the total voting power of the Voting Stock of Holdings;

(b) the sale, transfer, assignment, lease, conveyance or other disposition, directly or indirectly, of all or substantially all of the assets of Holdings and its Subsidiaries considered as a whole shall have occurred; or

(c) the shareholders of Holdings or the Borrower shall have approved any plan of liquidation or dissolution of Holdings or the Borrower, respectively.

Notwithstanding the preceding or any provision of Rule 13d-3 or 13d-5 under the Exchange Act, (i) a person or group shall not be deemed to beneficially own Voting Stock (x) subject to a stock or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of

the acquisition of the Voting Stock in connection with the transactions contemplated by such agreement or (y) as a result of veto or approval rights in any joint venture agreement, shareholder agreement or other similar agreement and (ii) a person or group shall not be deemed to beneficially own the Voting Stock of another person as a result of its ownership of Voting Stock or other securities of such other person's parent entity (or related contractual rights) unless it owns more than 50% of the total voting power of the Voting Stock entitled to vote for the election of directors of such parent.

"Change of Control Triggering Event" shall mean the occurrence of both a Change of Control and a Rating Decline with respect to the Term Loans within thirty (30) days of each other.

"Charges" shall have the meaning assigned to such term in Section 9.09.

"Class" shall mean, (a) when used in respect of any Loan or Borrowing, whether such Loan or the Loans comprising such Borrowing are Term B-1 Loans, Term B-2 Loans, Term B-3 Loans or Other Term Loans established as a separate Class; and (b) when used in respect of any Commitment, whether such Commitment is in respect of a commitment to make Term B-1 Loans, Term B-2 Loans, Term B-3 Loans or Other Term Loans of a specified Class.

"Class Loans" shall have the meaning assigned to such term in Section 9.08(f).

"Closing Date" shall mean March 22, 2024.

"Closing Date Rating" shall mean B3 in the case of Moody's and B in the case of S&P, which were the respective ratings assigned to the Existing 2027 Term Loans by the Rating Agencies on the Closing Date.

"CME" shall mean CME Group Benchmark Administration Limited

"Code" shall mean the U.S. Internal Revenue Code of 1986, as amended.

"Collateral" shall mean all the "Collateral" as defined in any Security Document and shall also include the Mortgaged Properties and all other property that is subject to any Lien in favor of the Collateral Agent or any Subagent for the benefit of the Secured Parties pursuant to any Security Document; provided, that notwithstanding anything to the contrary herein or in any Security Document or other Loan Document, in no case shall the Collateral include any Excluded Property.

"Collateral Agent" shall mean Wilmington Trust, National Association, acting in its capacity as collateral agent for the Secured Parties, together with its successors and permitted assigns in such capacity.

"Collateral Agent Fee Letter" shall mean that certain Fee Letter, dated as of the Closing Date, between the Borrower and the Collateral Agent (as may be amended, restated, supplemented or otherwise modified).

"Collateral Agent Fees" shall have the meaning assigned to such term in Section 2.12(b).

"Collateral Agreement" shall mean the Collateral Agreement (First Lien), dated as of the Closing Date, as may be amended, restated, amended and restated, supplemented or otherwise

modified from time to time, among each Collateral Guarantor, the Collateral Agent and the representatives from time to time party thereto.

“Collateral and Guarantee Requirement” shall mean the requirement that (in each case, subject to (x) Section 5.10(g), (j) and (l), (y) Schedule 5.13 and (z) Section 9.28 (which, for the avoidance of doubt, shall override any conflicting part of the applicable clauses of this definition of “Collateral and Guarantee Requirement”)):

(a) on the Closing Date, to the extent not previously delivered, the Collateral Agent shall have received from (i) the Borrower and each Collateral Guarantor, a counterpart of the Collateral Agreement and (ii) from each Guarantor, a counterpart of the Guarantee Agreement, in each case duly executed and delivered on behalf of such person;

(b) on the Closing Date, to the extent not previously delivered, (i) (x) all outstanding Equity Interests directly owned by the Collateral Guarantors, other than Excluded Securities, and (y) all Indebtedness owing to any Collateral Guarantor, other than Excluded Securities, shall have been pledged or assigned for security purposes pursuant to the Security Documents and (ii) the Collateral Agent shall have received certificates, updated share registers (where necessary under the laws of any applicable jurisdiction in order to create a perfected security interest in such Equity Interests) or other instruments (if any) representing such Equity Interests and any notes or other instruments required to be delivered pursuant to the applicable Security Documents, together with stock powers, note endorsements or other instruments of transfer with respect thereto (as applicable) endorsed in blank;

(c) in the case of any person that becomes a Guarantor after the Closing Date, the Agents shall have received (i) a supplement to the Guarantee Agreement in accordance with the terms thereof and (ii) in the case of a Collateral Guarantor, supplements to the Collateral Agreement in accordance with the terms thereof and, subject to clause (f), any other Security Documents, if applicable, in the form specified therefor, in each case, duly executed and delivered on behalf of such Guarantor;

(d) (i) all outstanding Equity Interests of any person that becomes a Guarantor after the Closing Date and that are held by a Collateral Guarantor and (ii) all Equity Interests directly acquired by a Collateral Guarantor after the Closing Date, in each case other than Excluded Securities, shall have been pledged pursuant to the Security Documents, together with stock powers or other instruments of transfer with respect thereto (as applicable) endorsed in blank;

(e) except as otherwise contemplated by this Agreement or any Security Document, 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 to be delivered, filed, registered or recorded to create the Liens intended to be created by the Security Documents (in each case, including any supplements thereto) and perfect such Liens to the extent required by, and with the priority required by, the Security Documents, shall have been delivered, filed, registered or recorded substantially concurrently with, or promptly following, the execution and delivery of each such Security Document;

(f) if and only if there is a requirement to grant mortgages under any Indebtedness secured by Liens that rank *pari passu* to the Liens on the Collateral securing

the Obligations as of the date any mortgage would be required to be put in place pursuant to Section 5.10(c), within (x) 180 days after the Closing Date with respect to each Material Real Property set forth on Schedule 3.07(c) that is not located in a Special Flood Hazard Area (as determined by the Borrower in consultation with the Collateral Agent) (which period shall automatically be extended in 60 day increments so long as the Borrower is using commercially reasonable efforts) and (y) the time periods set forth in Section 5.10 with respect to Mortgaged Properties to be encumbered pursuant to Section 5.10 (including any Regulated Grantor Subsidiary that becomes a Collateral Guarantor), the Borrower shall have used commercially reasonable efforts to cause the Collateral Agent to have received:

(i) counterparts of each Mortgage to be entered into with respect to each such Mortgaged Property duly executed and delivered by the record owner of such Mortgaged Property and suitable for recording or filing in all filing or recording offices that the Borrower shall determine in good faith are necessary or desirable in order to create a valid and enforceable Lien subject to no other Liens except Permitted Liens, at the time of recordation thereof;

(ii) with respect to the Mortgage encumbering each such Mortgaged Property, customary opinions of counsel regarding the enforceability, due authorization, execution and delivery of the Mortgages and such other matters customarily covered in real estate counsel opinions; and

(iii) with respect to each such Mortgaged Property, the Flood Documentation;

(g) if and only if there is a requirement to grant mortgages under any Indebtedness secured by Liens that rank pari passu to the Liens on the Collateral securing the Obligations as of the date any mortgage would be required to be put in place pursuant to Section 5.10(c), within (x) 180 days after the Closing Date with respect to each Material Real Property set forth on Schedule 3.07(c) (which period shall automatically be extended in 60 day increments so long as the Borrower is using commercially reasonable efforts) and (y) the time periods set forth in Section 5.10 with respect to Mortgaged Properties to be encumbered pursuant to Section 5.10 (including any Regulated Grantor Subsidiary that becomes a Collateral Guarantor), the Borrower shall have used commercially reasonable efforts to cause the Collateral Agent to have received:

(i) a policy or policies or marked up unconditional binder of title insurance with respect to each such Mortgaged Property, or a date-down and modification endorsement, if available, in an amount not to exceed the fair market value of the applicable Mortgaged Property, as determined in good faith by the Borrower, paid for by the Borrower, issued by a nationally recognized title insurance company insuring the Lien of each Mortgage as a valid Lien on the Mortgaged Property described therein, free of any other Liens except Permitted Liens, at the time of recordation thereof, together with customary endorsements, coinsurance and reinsurance which are available at commercially reasonable rates in the jurisdiction where the applicable Mortgaged Property is located and

(ii) a survey or "express map" (or other aerial map) of each Mortgaged Property (including all improvements and easements), as applicable, for which all reasonable and necessary fees (where applicable) have been paid by the Borrower, which is (A) in the case of a survey, complying in all material respects with the

minimum detail requirements of the American Land Title Association and American Congress of Surveying and Mapping as such requirements are in effect on the date of preparation of such survey and (B) in each case, sufficient for such title insurance policy relating to such Mortgaged Property and issue the customary survey related endorsements;

(h) evidence of the insurance (if any) and endorsements required by the terms of Section 5.02 hereof shall have been received by the Collateral Agent; and

(i) after the Closing Date, the Collateral Agent shall have received, (i) such other Security Documents as may be required to be delivered pursuant to Section 5.10 or the Security Documents (including, for the avoidance of doubt, any Account Control Agreement (as defined in the Collateral Agreement) required to be delivered pursuant to Section 3.3 of the Collateral Agreement), and (ii) upon reasonable request by the Collateral Agent, evidence of compliance with any other requirements of Section 5.10.

The foregoing provisions shall not require the creation or perfection of pledges of or security interests in particular assets if and for so long as, in the reasonable and good faith judgment of the Borrower (which shall give due consideration to the use of commercially reasonable efforts), and upon notice delivered to the Administrative Agent and the Collateral Agent, the cost of creating or perfecting such pledges or security interests in such assets shall be excessive in view of the benefits to be obtained by the Lenders therefrom. Without limiting the foregoing, the Collateral Agent shall agree to forego making any filing in the United States Patent and Trademark Office with respect to any Intellectual Property of any Collateral Guarantor if the Borrower reasonably determines in good faith that such Intellectual Property, taken together with all other Intellectual Property as to which such filings are not made pursuant to this sentence, (a) is not material to the operations of the Borrower and its Subsidiaries, taken as a whole, and (b) is not a material portion of all of the Collateral based on value. The Collateral Agent shall grant extensions of time in increments of not greater than 60 days for the perfection of security interests in particular assets (including extensions beyond the Closing Date for the perfection of security interests in the assets of the Loan Parties on such date) where the Borrower reasonably determines in good faith, after the use of commercially reasonable efforts, that perfection cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement or the Security Documents.

Notwithstanding any provision of this definition or otherwise in this Agreement or any other Loan Document to the contrary,

(a) (i) no Excluded Subsidiary shall be required to become a party to the Guarantee Agreement, the Collateral Agreement or any other Security Document or to Guarantee or create Liens on its assets to secure the Obligations (in each case except as set forth in the definition thereof) and (ii) the Borrower shall have the right, at any time, to designate an Excluded Subsidiary as a Guarantor (and to subsequently release such Guarantee in accordance with Section 9.18(b)), and

(b) (i) (x) no Unregulated Guarantor Subsidiary that is not an Initial Guarantor Subsidiary and (y) no Regulated Guarantor Subsidiary and (ii) (x) no Unregulated Grantor Subsidiary that is not an Initial Grantor Subsidiary and (y) no Regulated Grantor Subsidiary, in each case, that is not a Designated Guarantor Subsidiary or Designated Grantor Subsidiary, as the case may be, shall be required to become a party to the Guarantee Agreement, the Collateral Agreement or any other Security Document or to

Guarantee or create Liens on its assets to secure the Obligations if such actions would violate any Requirement of Law as reasonably determined by the Borrower acting in good faith; provided, that the Borrower agrees that (A) it will promptly notify the Agents in the event that at any time thereafter the circumstances preventing such Designated Guarantor Subsidiary or Designated Grantor Subsidiary from becoming a party to the Collateral Agreement or any other Security Document or Guaranteeing or creating Liens on its assets to secure the Obligations shall no longer exist and (B) following the delivery of such notice the provisions of this definition will at all times apply as if no such determination had been made with respect to such Designated Guarantor Subsidiary or Designated Grantor Subsidiary.

Notwithstanding any provision of this definition or any other provision of this Agreement or any other Loan Document, if any Subsidiary of the Borrower is both a Regulated Grantor Subsidiary and a Regulated Guarantor Subsidiary (and is not otherwise an Excluded Subsidiary), such Subsidiary shall not be required to satisfy the Collateral and Guarantee Requirement until such time as both the Collateral Permit Condition and the Guarantee Permit Condition shall have been satisfied with respect to such Subsidiary.

“Collateral Guarantors” shall mean:

- (a) each Subsidiary of Holdings that executes the Collateral Agreement on or prior to the Closing Date,
- (b) each Guarantor and each Subsidiary of Holdings that becomes a Loan Party pursuant to Section 5.10(d), whether existing on the Closing Date or established, created or acquired after the Closing Date, unless and until such time as the respective Subsidiary is released from its obligations under the Collateral Agreement in accordance with the terms and provisions hereof or thereof, and
- (c) Holdings.

“Collateral Matters Certificate” shall have the meaning assigned to such term in Section 9.18(d).

“Collateral Permit Condition” shall mean, with respect to any Regulated Grantor Subsidiary, that such Regulated Grantor Subsidiary has obtained all material (as determined in good faith by the Borrower) authorizations and consents of federal and state Governmental Authorities required, if any, in order for it to become a Collateral Guarantor under the Collateral Agreement and to satisfy the Collateral and Guarantee Requirement insofar as the authorizations and consents so permit.

“Commitments” shall mean with respect to any Lender, such Lender’s Term B Commitment and/or Other Term Loan Commitment.

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

“Comparable Financing” shall mean any Indebtedness that is (a) in the form of a “term loan B” facility, (b) denominated in Dollars and (c) secured by Liens on Collateral that rank pari passu in priority with the Liens that secure the Term B-3 Loans.

“Conforming Changes” shall mean, 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 “ABR”, “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 reasonable determination of the Borrower made in good faith, 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 Borrower reasonably determines in good faith 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 Borrower reasonably determines in good faith is reasonably necessary in connection with the administration of this Agreement and any other Loan Document); provided that such Conforming Changes are administratively feasible for the Administrative Agent.

“Consolidated Debt” shall mean, as of any date of determination for any person, the sum of (without duplication) the principal amount of all Indebtedness of the type set forth in clauses (a), (b), (e) (to the extent related to any Indebtedness that would otherwise constitute Consolidated Debt), (f) and (k) of the definition of “Indebtedness” of such person and its Subsidiaries determined on a consolidated basis on such date and including the principal amount of the LVLTL Limited Guarantees; provided, that the amount of any Indebtedness with respect to which the applicable obligors have entered into currency hedging arrangements shall be calculated giving effect to such currency hedging arrangements; provided, further, that Consolidated Debt will not include any Indebtedness (i) under any Qualified Receivable Facility, Qualified Securitization Facility or Qualified Digital Products Facility, (ii) undrawn letters of credit and bank guarantees and (iii) obligations under any Hedging Agreement.

“Consolidated First Lien Debt” shall mean, on any date, the sum of

(a) the aggregate principal amount of Consolidated Debt consisting of the Obligations, the First Lien Notes, the Existing 2027 Term Loans and the LVLTL Limited Guarantees outstanding as of the last day of the Test Period most recently ended as of such date, and

(b) any other Consolidated Debt that is then secured by Other First Liens outstanding as of the last day of the Test Period most recently ended.

“Consolidated Net Income” shall mean, with respect to any person for any period, the aggregate Net Income of such person and its subsidiaries for such period, on a consolidated basis, in accordance with GAAP; provided, that the Net Income for such period of any person that is not a subsidiary of such person, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be included only to the extent of the amount of dividends or distributions or other payments actually paid in cash, Permitted Investments or other cash equivalents (or to the extent converted into cash, Permitted Investments or other cash equivalents) to the referent person or a Subsidiary thereof in respect of such period.

“Consolidated Priority Debt” shall mean, on any date, the sum of

(a) the aggregate principal amount of Consolidated Debt consisting of the Obligations, the First Lien Notes, the Existing 2027 Term Loans and the LVLTL Limited Guarantees outstanding as of the last day of the Test Period most recently ended as of such date,

(b) the aggregate principal amount of any Consolidated Debt under the Second Lien Notes, and

(c) any other Consolidated Debt that is then secured by Other First Liens or Second Liens outstanding as of the last day of the Test Period most recently ended.

“Consolidated Secured Debt” shall mean, on any date, the amount of Consolidated Debt that is secured by a Lien on the Collateral or other assets of Holdings and its Subsidiaries.

“Consolidated Total Assets” shall mean, as of any date of determination, the total assets of Holdings, the Borrower and the Subsidiaries, determined on a consolidated basis in accordance with GAAP, but excluding amounts attributable to Investments in Unrestricted Subsidiaries, as set forth on the consolidated balance sheet of Holdings as of the last day of the Test Period ending immediately prior to such date for which financial statements of Holdings have been delivered (or were required to be delivered) pursuant to Section 5.04(a) or 5.04(b), as applicable. Consolidated Total Assets shall be determined on a Pro Forma Basis.

“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 ownership of voting power or securities, by contract or otherwise, and “Controls” and “Controlled” shall have meanings correlative thereto.

“Covered Party” shall have the meaning assigned to such term in Section 9.25.

“Credit Event” shall mean the funding of any Loan (but excluding, for the avoidance of doubt, any continuation of a Loan or conversion of a Loan from one Type to another).

“Cured or Waived Default” shall have the meaning assigned to such term in Section 7.01.

“Daily Simple SOFR” with respect to any applicable determination date shall mean 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 of America or other applicable jurisdictions from time to time in effect.

“Declined Prepayment Amount” shall have the meaning assigned to such term in Section 2.10(d).

“Declining Term Lender” shall have the meaning assigned to such term in Section 2.10(d).

“Default” shall mean any event or condition that upon notice, lapse of time or both would constitute an Event of Default.

“Defaulting Lender” shall mean, subject to Section 2.24, any Lender that

(a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due,

(b) has notified the Borrower and the Administrative Agent in writing that it does not intend or expect to comply with its funding obligations hereunder or generally under other agreements in which it commits to extend credit, or has made a public statement to that effect,

(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 of America 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 reasonable determination by the Borrower in good faith that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.24) upon delivery of written notice of such determination to the Borrower and each Lender.

“Designated Grantor Subsidiary” shall mean (a) any Unregulated Grantor Subsidiary and (b) at such time as it shall have satisfied the Collateral Permit Condition, any Regulated Grantor Subsidiary. No Excluded Subsidiary shall at any time constitute a Designated Grantor Subsidiary.

“Designated Guarantor Subsidiary” shall mean (a) any Unregulated Guarantor Subsidiary and (b) at such time as it shall have satisfied the Guarantee Permit Condition, any Regulated Guarantor Subsidiary. No Excluded Subsidiary shall at any time constitute a Designated Guarantor Subsidiary.

“Designated Non-Cash Consideration” shall mean the fair market value of any non-cash consideration received by a Loan Party or a Subsidiary in connection with a Disposition pursuant

to Section 6.05(g) that is designated as Designated Non-Cash Consideration by the Borrower (which amount will be reduced by the fair market value of the portion of the non-cash consideration converted to cash within one hundred eighty days following the consummation of the applicable Disposition).

“Digital Product” shall mean any digital product, application, platform, software, intellectual property or other digital asset related to or used in connection with the development, adoption, implementation, operation or growth of Network-as-a-Service (NaaS), ExaSwitch or Edge digital products or any successors thereto.

“Digital Products Subsidiary” shall mean any Special Purpose Entity established in connection with a Qualified Digital Products Facility. For the avoidance of doubt, a “Digital Products Subsidiary” includes a LVLTLumen Digital Products Subsidiary.

“Dispose” or “Disposed of” shall mean to convey, sell, lease, sell and lease-back, assign, transfer or otherwise dispose of any property, business or asset. The term “Disposition” shall have a correlative meaning to the foregoing.

“Disqualified Lender” shall mean those bona fide competitors of the Borrower and any Affiliates thereof (other than (x) any Affiliates that are banks, financial institutions, bona fide debt funds or investment vehicles that are engaged in making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course or (y) any person that is a Lender or an Affiliate or Approved Fund thereof on the Closing Date), in each case, that are specified in writing by a Responsible Officer of the Borrower to the Administrative Agent from time to time following the Closing Date; provided, that in no event shall any update to the list of Disqualified Lenders (a) be effective prior to three Business Days after receipt thereof by the Administrative Agent (it being understood and agreed that the Borrower authorizes distribution of any such list to the Lenders) or (b) apply retroactively to disqualify any persons that have previously acquired an assignment or participation interest under this Agreement.

“Disqualified Stock” shall mean, with respect to any person, any Equity Interests of such person that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests of the Borrower), pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests of the Borrower), in whole or in part, (c) provides for the scheduled, mandatory payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Stock, in the case of each of the foregoing clauses (a), (b), (c) and (d), prior to the date that is ninety-one (91) days after the Latest Maturity Date in effect at the time of issuance thereof and except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments (provided, that only the portion of the Equity Interests that so mature or are mandatorily redeemable, are so convertible or exchangeable or are so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock). Notwithstanding the foregoing: (i) any Equity Interests issued to any employee or to any plan for the benefit of employees of the Borrower or the Subsidiaries or by any such plan to such employees shall not constitute Disqualified Stock solely because they may be required to be repurchased by the Borrower in order to satisfy applicable statutory or

regulatory obligations or as a result of such employee's termination, death or disability and (ii) any class of Equity Interests of such person that by its terms requires such person to satisfy its obligations thereunder by delivery of Equity Interests that are not Disqualified Stock shall not be deemed to be Disqualified Stock.

"Dollars" or "\$" shall mean lawful money of the United States of America.

"Domestic Subsidiary" shall mean any Subsidiary that is organized under the laws of the United States of America, any state thereof or the District of Columbia (excluding, for the avoidance of doubt, Puerto Rico or any other territory of the United States of America).

"Double-DIP Provision" shall have the meaning assigned to such term in the last paragraph of Section 6.01.

"EBITDA" shall mean for any period and for any person,

(a) Consolidated Net Income of such person for such period adjusted, without duplication, to exclude the effect of:

(i) any non-cash losses resulting from requirements to mark-to-market Hedging Agreements,

(ii) any expense items relating to: (A) mergers, acquisitions, divestitures and other similar transactions that are out of the ordinary course of business of the Borrower and its Subsidiaries, including severance, retention and integration costs and change of control payments (including in respect of such transactions that are considered or proposed but not consummated), (B) the Transactions or Amendment No. 1, and (C) the incurrence, modification or repayment of Indebtedness (including all consent fees, premium and other amounts payable in connection therewith),

(iii) charges, costs, losses, expenses, reserves or other items related to or incurred in connection with the following: (A) restructuring (including restructuring charges or reserves, whether or not classified as such under GAAP), severance, relocation, consolidation, integration or other similar items, (B) business optimization initiatives (including costs and expenses relating to reporting systems and technology initiatives); strategic initiatives; systems establishment costs; systems conversion and integration costs; any modernization and simplification plan; contract termination costs; retention, recruiting and relocation costs and expenses; costs, expenses and charges incurred in connection with curtailments or modifications to pension and post-retirement employee benefits plans; costs associated with start-up, pre-opening, opening, closure, transition and/or consolidation of distribution centers, operations, offices and facilities including in connection with any Investment permitted hereunder or any Acquisition Transaction; new systems design and implementation; and consulting fees and expenses relating to enhancing accounting functions, (C) business or facilities (including greenfield facilities) start-up, opening, transition, consolidation, shut-down and closing, (D) signing, retention and completion bonuses, (E) litigation (including threatened litigation), settlements, investigations (including internal investigations) and proceedings (or any threatened investigations or proceedings), including by any regulatory, governmental, law

enforcement body, or attorney general, (F) casualty events or asset sales outside the ordinary course of business and (G) discontinued operations,

(iv) any gains or losses in connection with the repurchase or retirement of Indebtedness,

(v) any loss reflected in such Consolidated Net Income for such period all or any portion of which is reasonably expected to be paid or reimbursed by an insurer, indemnitor or other third party source; provided that, to the extent that the claim for all or any portion of any such reasonably expected payment or reimbursement is not accepted by the applicable insurer, indemnitor or other third party source within 365 days of the loss event, there shall be a corresponding deduction from EBITDA of such person; provided, further, that recognition or receipt of all or any portion of any such reasonably expected payment or reimbursement from the applicable insurer, indemnitor or other third party source shall be deducted from EBITDA to the extent reflected in net income,

(vi) any non-cash losses or expenses (other than write-downs or write-offs of current assets or non-cash losses or expenses representing an accrual for a future cash outlay) reflected in such Consolidated Net Income for such period,

(vii) gains or losses from marking to market portfolio assets until recognized for income tax purposes,

(viii) any extraordinary, unusual or other non-recurring expenses, gains or losses,

(ix) any gain or loss on the disposition of investments,

(x) (i) losses or discounts in connection with any Qualified Receivable Facility, Qualified Securitization Facility, Qualified Digital Products Facility or otherwise in connection with factoring arrangements or the sale or contribution of Receivables, Securitization Assets or Digital Products and (ii) amortization of capitalized fees, in each case in connection with any Qualified Receivable Facility, Qualified Securitization Facility or Qualified Digital Products Facility,

(xi) any costs or expenses (including any payroll taxes) incurred by Holdings or any Subsidiary in such period as a result of, in connection with or pursuant to any management equity plan, profits interest or stock option plan, any long-term incentive plan (including any related cash payments) or any other management or employee benefit plan or agreement, any pension plan (including (1) any post-employment benefit scheme to which the relevant pension trustee has agreed, (2) as a result of curtailments or modifications to pension and post-retirement employee benefit plans and (3) without limitation, compensation arrangements with holders of unvested options entered into in connection with a permitted Restricted Payment), any stock subscription, stockholders or partnership agreement, any payments in the nature of compensation or expense reimbursement made to independent board members, any employee benefit trust, any employee benefit scheme or any similar equity plan or agreement (including any deferred compensation arrangement), including any payment made to option holders in

connection with, or as a result of, any distribution being made to, or share repurchase from, a shareholder, which payments are being made to compensate option holders as though they were shareholders at the time of, and entitled to share in, such distribution or share repurchase,

(xii) any net pension or other post-employment benefit costs representing amortization of unrecognized prior service costs, actuarial losses, including amortization or such amounts arising in prior periods, amortization of the unrecognized net obligation (and loss or cost) existing at the date of initial application of FASB Accounting Standards Codification 715, and any other items of a similar nature,

(xiii) all charges, costs, expenses, accruals or reserves in connection with the rollover, acceleration or payout of Equity Interests held by officers or employees and all losses, charges and expenses related to payments made to holders of options or other derivative Equity Interests of Holdings or any Subsidiary in connection with, or as a result of, any distribution being made to equity holders of Holdings or any Subsidiary or any direct or indirect parent thereof, including (A) payments made to compensate such holders as though they were equity holders at the time of, and entitled to share in, such distribution, and (B) all dividend equivalent rights owed pursuant to any compensation or equity arrangement,

(xiv) expenses, charges and losses resulting from the payment or accrual of indemnification or refunding provisions, earn-outs and contingent consideration obligations; bonuses and other compensation paid to employees, directors or consultants; and payments in respect of dissenting shares and purchase price adjustments,

(xv) the effects of purchase accounting, fair value accounting or recapitalization accounting (including the effects of adjustments pushed down to Holdings and its Subsidiaries) and the amortization, write-down or write-off of any such amount, and

(xvi) the cumulative effect of a change in accounting principles,

plus,

(b) to the extent deducted in determining such Consolidated Net Income for such period, the aggregate amount of:

(i) interest expense, excluding the amortization or write-off of Indebtedness discount or premiums and Indebtedness issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including, if applicable, Loans),

(ii) income tax expense,

(iii) depreciation and amortization, and

(iv) any non-cash charges to Consolidated Net Income relating to the establishment of reserves and any income relating to the release of such reserves; provided, that EBITDA shall be reduced by any cash expended that reduces the amount of any reserve.

Notwithstanding anything to the contrary herein or in any other Loan Document, the calculation of the EBITDA component in the definitions of First Lien Leverage Ratio, Priority Leverage Ratio, the Priority Net Leverage Ratio, Total Leverage Ratio and Secured Leverage Ratio shall exclude EBITDA attributable to Receivables Subsidiaries, Securitization Subsidiaries and Digital Products Subsidiaries; provided, that EBITDA may be increased by the amount of cash actually received by the Borrower or any other Subsidiary (other than a Receivables Subsidiary, Securitization Subsidiary or Digital Products Subsidiary) from a Receivables Subsidiary, Securitization Subsidiary or Digital Products Subsidiary (whether in the form of fees, dividends or otherwise) and attributable to the Net Income of such Subsidiary or, to the extent not attributable to the Net Income of such Subsidiary, the operation of the assets of such Subsidiary; provided, that, for the avoidance of doubt, EBITDA shall not be increased by the net proceeds from the incurrence of any Indebtedness by a Receivables Subsidiary, Securitization Subsidiary or Digital Products Subsidiary.

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

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

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

“EMEA Sale Proceeds Distribution” shall mean the distribution or transfer on the Closing Date of an amount equal to the amount of the proceeds received by the Borrower or any of its Subsidiaries in connection with the sale of the Borrower’s EMEA business, which is in an aggregate amount of \$1,756,371,430.

“Environment” shall mean ambient and indoor air, surface water and groundwater (including potable water, navigable water and wetlands), the land surface or subsurface strata, natural resources such as flora and fauna, the workplace or as otherwise defined in any Environmental Law.

“Environmental Laws” shall mean all applicable laws (including common law), rules, regulations, codes, ordinances, orders, binding agreements, decrees or judgments, promulgated or entered into by or with any Governmental Authority, relating in any way to the Environment, preservation or reclamation of natural resources, any Hazardous Materials or to public or employee health and safety matters (to the extent relating to the Environment or Hazardous Materials).

“Environmental Permits” shall have the meaning assigned to such term in Section 3.16.

“Equity Interests” of any person shall mean any and all shares, interests, rights to purchase or otherwise acquire, warrants, options, participations or other equivalents of or interests in (however designated) equity or ownership of such person, including any preferred stock (including any preferred equity certificates (and any other similar instruments)), any limited or general partnership interest and any limited liability company membership interest, and any securities or other rights or interests convertible into or exchangeable for any of the foregoing.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as the same may be amended from time to time and any final regulations promulgated and the rulings issued thereunder.

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

“ERISA Event” shall mean (a) any Reportable Event or the requirements of Section 4043(b) of ERISA apply with respect to a Plan; (b) with respect to any Plan, the failure to satisfy the minimum funding standard under Section 412 of the Code or Section 302 of ERISA, whether or not waived; (c) a determination that any Plan is, or is expected to be, in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (d) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan, the failure to make by its due date a required installment under Section 430(j) of the Code with respect to any Plan or the failure to make by its due date any required contribution to a Multiemployer Plan; (e) the incurrence by the Borrower, a Subsidiary or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan or Multiemployer Plan; (f) the receipt by the Borrower, a Subsidiary or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or to appoint a trustee to administer any Plan under Section 4042 of ERISA; (g) the incurrence by the Borrower, a Subsidiary or any ERISA Affiliate of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; (h) the receipt by the Borrower, a Subsidiary or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower, a Subsidiary or any ERISA Affiliate of any notice, concerning the impending imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA, or in “endangered” or “critical” status, within the meaning of Section 432 of the Code or Section 305 of ERISA; (i) the conditions for imposition of a lien under Section 303(k) of ERISA or Section 430(k) of the Code shall have been met with respect to any Plan; or (j) the withdrawal of any of the Borrower, a Subsidiary or any ERISA Affiliate from a Plan subject to Section 4063 of ERISA during a plan year in which such entity was a “substantial employer” as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA.

“Erroneous Payment” shall have the meaning assigned to such term in Section 8.16(a).

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

“Event of Default” shall have the meaning assigned to such term in Section 7.01.

“Excess Cash Flow” shall mean, for any period, an amount equal to:

(a) consolidated net cash provided by operating activities of Holdings as determined by the Borrower in accordance with GAAP;

less

(b) the amount of the sum of Capital Expenditures made in cash during such period by the Borrower and the Subsidiaries, except to the extent that such Capital Expenditures were (A) financed with the proceeds of Indebtedness of the Borrower or the Subsidiaries or (B) funded from Asset Sales or Recovery Events or otherwise from sources other than operations of the business of the Borrower and the Subsidiaries.

“Excess Cash Flow Period” shall mean each fiscal quarter of Holdings, commencing with the fiscal quarter of Holdings ending March 31, 2024.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

“Excluded Incremental Facility” shall mean any Indebtedness that either (a) is not a Comparable Financing or (b) is a Comparable Financing and (i) is incurred in connection with any Acquisition Transaction or similar Investment permitted hereunder, (ii) is incurred in reliance on clause (a) of the definition of Incremental Amount, or (iii) has a final maturity later than the date that is eight years after the Amendment No. 1 Effective Date.

“Excluded Indebtedness” shall mean all Indebtedness not incurred in violation of Section 6.01.

“Excluded Information” shall have the meaning assigned to such term in Section 9.04(c)(i).

“Excluded Property” shall mean the “Excluded Property” as such term is defined in the Collateral Agreement.

“Excluded Securities” shall mean the “Excluded Securities” as such term is defined in the Collateral Agreement.

“Excluded Subsidiary” shall mean, subject to Section 9.18(b), any of the following:

(a) any Foreign Subsidiary; and

(b) any Domestic Subsidiary:

(i) that is not a Wholly-Owned Subsidiary (for so long as such Subsidiary remains a non-Wholly-Owned Subsidiary); provided, that such Subsidiary is a bona fide joint venture established for legitimate business purposes and not in connection with a liability management transaction;

(ii) that is an FSHCO;

(iii) with respect to which the Borrower reasonably determines in good faith (and upon notice delivered to the Administrative Agent) that the cost or other consequences (including tax consequences) of providing a Guarantee of or granting Liens to secure the Obligations are likely to be excessive in relation to the value to be afforded thereby;

(iv) that is a Subsidiary of a Foreign Subsidiary;

- (v) that is an Unrestricted Subsidiary;
- (vi) that is an Immaterial Subsidiary;
- (vii) that is a Receivables Subsidiary;
- (viii) that is a Securitization Subsidiary;
- (ix) that is a Digital Products Subsidiary;
- (x) (1) prior to the satisfaction of the Guarantee Permit Condition, any Regulated Guarantor Subsidiary, and (2) prior to the satisfaction of the Collateral Permit Condition, any Regulated Grantor Subsidiary; or
- (xi) that is an Insurance Subsidiary

provided, in no event shall any Subsidiary be an Excluded Subsidiary other than pursuant to clause (x) if it incurs or guarantees Indebtedness under the Existing Credit Agreement, the First Lien Notes, any Other First Lien Debt, any Permitted Consolidated Cash Flow Debt or the Second Lien Notes (in each case, except with respect to a Special Purpose Entity that has incurred Indebtedness pursuant to a Qualified Securitization Facility, Qualified Receivables Facility or a Qualified Digital Products Facility permitted under Section 6.01(aa), (bb) or (dd), as applicable); provided, however, that, for the avoidance of doubt and notwithstanding the foregoing or anything herein to the contrary, if a Subsidiary has incurred or guaranteed such other Indebtedness but has not received all applicable regulatory approvals to become a Guarantor hereunder, such Subsidiary will continue to be an Excluded Subsidiary until such Guarantor has received all applicable regulatory approvals to so become a Guarantor hereunder.

“Excluded Swap Obligation” shall mean, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of (a) such Guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder or (b) in the case of a Swap Obligation subject to a clearing requirement pursuant to Section 2(h) of the Commodity Exchange Act (or any successor provision thereto), because such Guarantor is a “financial entity,” as defined in Section 2(h)(7)(C)(i) of the Commodity Exchange Act (or any successor provision thereto), in each case at the time the Guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation, unless otherwise reasonably determined by the Borrower in good faith. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

“Excluded Taxes” shall mean, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder or under any other Loan Document, (a) Taxes imposed on or measured by its overall net income (however denominated, and including, for the avoidance of doubt, franchise and similar Taxes imposed on it in lieu of net income Taxes) and branch profits Taxes, in each case by a jurisdiction (including any political subdivision thereof) as a result of such recipient being

organized in, having its principal office in, being engaged in a trade or business in, or in the case of any Lender, having its applicable lending office in, such jurisdiction, or as a result of any other present or former connection between such recipient and such jurisdiction (other than any such connection arising solely from or with respect to any Loan Document or any transaction pursuant to any Loan Document), (b) U.S. federal withholding Tax imposed on any payment by or on account of any obligation of any Loan Party hereunder or under any other Loan Document to a Lender (other than to the extent such Lender is an assignee pursuant to a request by the Borrower under Section 2.19(b) or 2.19(c)) pursuant to laws in force at the time such Lender becomes a party hereto (or designates a new lending office), except to the extent that such Lender (or its assignor, if any) was entitled, immediately prior to the designation of a new lending office (or assignment), to receive additional amounts or indemnification payments from any Loan Party with respect to such withholding Tax pursuant to Section 2.17, (c) any withholding Tax imposed on any payment by or on account of any obligation of any Loan Party hereunder that is attributable to such recipient's failure to comply with Section 2.17(d) or Section 2.17(f) or (d) any Tax imposed under FATCA.

"Existing 2027 Term Loans" shall mean the Term B Loans under, and as defined in, the Existing Credit Agreement.

"Existing Class Loans" shall have the meaning assigned to such term in Section 9.08(f).

"Existing Credit Agreement" shall mean the Amended and Restated Credit Agreement, dated as of November 29, 2019, by and among Holdings, the Borrower, the lenders from time to time party thereto and Merrill Lynch Corporation, as administrative agent and collateral agent (the "Existing Credit Agreement Agent"), as amended on the Closing Date and as such document may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

"Existing Credit Agreement Agent" shall have the meaning assigned to such term in the definition of "Existing Credit Agreement."

"Existing Debt" shall mean any Indebtedness of the Borrower, Lumen, QC or QCF or any of their respective Subsidiaries and existing immediately prior to the Closing Date and the effectiveness of the Transactions.

"Existing Debt Documents" shall mean any loan document, note document or similar term as used or defined in any credit agreement, indenture or other definitive document governing any Existing Debt.

"Existing Offering Proceeds Note (3.625%)" means the intercompany demand note dated as of August 12, 2020, in an initial principal amount equal to \$840,000,000, issued by Level 3 Communications to the Borrower.

"Existing Offering Proceeds Note (3.750%)" means the intercompany demand note dated as of January 13, 2021, in an initial principal amount equal to \$900,000,000, issued by Level 3 Communications to the Borrower.

"Existing Offering Proceeds Note (4.250%)" means the intercompany demand note dated as of the June 15, 2020, in an initial principal amount equal to \$1,200,000,000, issued by Level 3 Communications to the Borrower.

“Existing Offering Proceeds Note (4.625%)” means the intercompany demand note dated as of September 25, 2019, in an initial principal amount equal to \$1,000,000,000, issued by Level 3 Communications to the Borrower.

“Existing Unsecured Notes” shall mean, individually or collectively, as the context may require, in each case after giving effect to the Transactions:

(i) 4.625% Senior Notes due 2027 in an aggregate principal amount outstanding of \$393,770,000;

(ii) 4.250% Senior Notes due 2028 in an aggregate principal amount outstanding of \$488,098,000;

(iii) 3.625% Senior Notes due 2029 in an aggregate principal amount outstanding of \$381,786,000;

(iv) 3.750% Sustainability-Linked Senior Notes due 2029 in an aggregate principal amount outstanding of \$447,500,000;

(v) 3.400% Senior Secured Notes due 2027 in an aggregate principal amount outstanding of \$82,289,000; and

(vi) 3.875% Senior Secured Notes due 2029 in an aggregate principal amount outstanding of \$71,633,000.

“Extended Term Loan” shall have the meaning assigned to such term in [Section 2.22\(a\)](#).

“Extending Lender” shall have the meaning assigned to such term in [Section 2.22\(a\)](#).

“Extension” shall have the meaning assigned to such term in [Section 2.22\(a\)](#).

“Extension Amendment” shall have the meaning assigned to that term in [Section 2.22\(b\)](#).

“Facility” shall mean the respective facility and commitments utilized in making Loans and credit extensions hereunder, it being understood that, as of the Closing Date there are two Facilities (i.e., the Term B-1 Facility and the Term B-2 Facility) and thereafter, the term “Facility” may include any other Class of Commitments and the extensions of credit thereunder, including the Term B-3 Facility, or, without duplication, Term Loans.

“Fair Market Value” shall mean, with respect to any asset or property, the price that could be negotiated in an arms'-length transaction between a willing seller and a willing buyer, neither of whom is under undue pressure or compulsion to complete the transaction (as determined in good faith by the management of the Borrower), including reliance on the most recent real property tax bill or assessment in the case of Real Property.

“FATCA” shall mean 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 current or future Treasury regulations promulgated thereunder or official administrative interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code, such Code section as of the date of this Agreement (or any amended or successor version described above) or any legislation, rules, practice or other official

administrative guidance adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code.

“FCC” shall mean the United States Federal Communications Commission or its successor.

“FCC License” shall mean any permit, license, authorization, certification, plan, directive, consent order or consent decree of or from the FCC, in each case, in connection with the operation of the business of the Borrower or any of its Subsidiaries, all renewals and extensions thereof, and all applications filed with the FCC for which the Borrower or any of its Subsidiaries is an applicant.

“Federal Funds Rate” shall mean, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided, that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to a financial institution reasonably selected by the Borrower in good faith in a manner consistent with industry practice on such day on such transactions, which such rate shall be administratively feasible for the Administrative Agent; provided, that if the Federal Funds Rate on any day would otherwise be less than 0%, then the Federal Funds Rate on such day shall be deemed to be 0%.

“Fee Letter” shall mean, collectively, the Administrative Agent Fee Letter and the Collateral Agent Fee Letter.

“Fees” shall mean the Administrative Agent Fees, the Collateral Agent Fees and any other fee payable hereunder or under any other Loan Document.

“Financial Officer” of any person shall mean the chief financial officer, principal accounting officer, treasurer, assistant treasurer, controller or other executive responsible for the financial affairs of such person.

“First Lien Leverage Ratio” shall mean, as of any date of determination, the ratio of:

(a) Consolidated First Lien Debt of Holdings as of such date minus any Specified Refinancing Cash Proceeds as of such date that are reserved to be applied to Consolidated First Lien Debt, to

(b) EBITDA of Holdings for the most recently ended Test Period on or prior to such date;

provided, that the First Lien Leverage Ratio shall be determined on a Pro Forma Basis.

“First Lien New Money Notes” shall have the meaning assigned to such term in the definition of “First Lien Notes”.

“First Lien Notes” shall mean, individually or collectively, as the context may require:

(a) 11.000% First Lien Notes due 2029 issued on the Closing Date in the initial aggregate principal amount of \$1,575,000,000 (the “First Lien New Money Notes”);

(b) 10.500% First Lien Notes due 2029 issued on the Closing Date in the initial aggregate principal amount of \$667,711,000;

(c) 10.750% First Lien Notes due 2030 issued on the Closing Date in the initial aggregate principal amount of \$678,367,000; and

(d) 10.500% Senior Secured Notes due 2030 in the aggregate principal amount of \$924,522,000.

“First Lien/First Lien Intercreditor Agreement” shall mean the First Lien/First Lien Intercreditor Agreement, dated as of Closing Date, by and among the Loan Parties, the Administrative Agent, the Collateral Agent, the representatives with respect to the First Lien Notes, the Existing Credit Agreement Agent, the Lumen RCF/TLA Agent and the other representatives from time to time party thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Fitch” shall mean Fitch Inc., a subsidiary of Fimalac, S.A. or, if Fitch Inc. shall cease rating debt securities having a maturity at original issuance of at least one year and such ratings business shall have been transferred to a successor person, such successor person.

“Flood Documentation” shall mean, with respect to each Mortgaged Property located in the United States of America or any territory thereof, a completed “life-of-loan” Federal Emergency Management Agency standard flood hazard determination stating whether the Mortgaged Property is located in a Special Flood Hazard Area, (and, to the extent such Mortgaged Property is located in a Special Flood Hazard Area, (a) a notice about Special Flood Hazard Area status and flood disaster assistance duly executed by the Borrower and the applicable Loan Party relating thereto) and (b) evidence of flood insurance in accordance with Section 5.02(c) hereof and the applicable provisions of the Security Documents, each of which shall (i) be endorsed or otherwise amended to include a “standard” or “New York” lender’s loss payable or mortgagee endorsement (as applicable), (ii) name the Collateral Agent, on behalf of the Secured Parties, as additional insured and loss payee/mortgagee and (iii) identify the address of each property located in a Special Flood Hazard Area, the applicable flood zone designation and the flood insurance coverage and deductible relating thereto.

“Flood Insurance Laws” shall mean, collectively, (a) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (b) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (c) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto, (d) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (e) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

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

“Foreign Subsidiary” shall mean any Subsidiary that is not a Domestic Subsidiary.

“FSHCO” shall mean any Domestic Subsidiary that owns no material assets other than the Equity Interests of one or more Foreign Subsidiaries that are CFCs or Equity Interests of one or more other FSHCOs.

“GAAP” shall mean generally accepted accounting principles in effect from time to time in the United States of America, applied on a consistent basis, subject to the provisions of Section 1.02.

“Governmental Authority” shall mean any federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory or legislative body.

“Guarantee” of or by any person (the “guarantor”) shall mean (a) any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation payable or performable by another person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (iv) entered into for the purpose of assuring in any other manner the holders of such Indebtedness or other obligation of the payment thereof or to protect such holders against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of the guarantor securing any Indebtedness or other obligation (or any existing right, contingent or otherwise, of the holder of Indebtedness or other obligation to be secured by such a Lien) of any other person, whether or not such Indebtedness or other obligation is assumed by the guarantor (other than Liens on Equity Interests of Unrestricted Subsidiaries securing Indebtedness of such Unrestricted Subsidiaries); provided, that the term “Guarantee” shall not include endorsements of instruments for deposit or collection in the ordinary course of business or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or Disposition of assets permitted by this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the Indebtedness or other obligation in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such person in good faith. The amount of the Indebtedness or other obligation subject to any Guarantee provided by any person for purposes of clause (b) above shall (unless the applicable Indebtedness has been assumed by such person or is otherwise recourse to such person) be deemed to be equal to the lesser of (i) the aggregate unpaid amount of such Indebtedness or other obligation and (ii) the Fair Market Value of the property encumbered thereby. “Guaranteed” and “Guaranteeing” shall have meanings correlative thereto.

“Guarantee Agreement” shall mean the Guarantee Agreement, dated as of the Closing Date, and as it may be amended, restated, supplemented or otherwise modified from time to time, between each Guarantor and the Administrative Agent.

“Guarantee Permit Condition” shall mean, with respect to any Regulated Guarantor Subsidiary, that such Regulated Guarantor Subsidiary has obtained all material (as determined in good faith by the Borrower) authorizations and consents of federal and state Governmental Authorities required, if any, in order for it to become a Guarantor under the Guarantee Agreement and to satisfy the Collateral and Guarantee Requirement insofar as the authorizations and consents so permit.

“guarantor” shall have the meaning assigned to such term in the definition of the term “Guarantee.”

“Guarantors” shall mean:

(a) each Subsidiary of Holdings (other than the Borrower) that executes the Guarantee Agreement on or prior to the Closing Date,

(b) each Subsidiary of Holdings that becomes a Loan Party pursuant to Section 5.10(d), whether existing on the Closing Date or established, created or acquired after the Closing Date, unless and until such time as the respective Subsidiary is released from its obligations under the Guarantee Agreement in accordance with the terms and provisions hereof or thereof,

(c) Holdings, and

(d) solely with respect to obligations of Subsidiaries under Secured Hedge Agreements and Secured Cash Management Agreements, the Borrower.

“Hazardous Materials” shall mean all pollutants, contaminants, wastes, chemicals, materials, substances and constituents, including, without limitation, explosive or radioactive substances or petroleum by products or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas or pesticides, fungicides, fertilizers or other agricultural chemicals, of any nature subject to regulation or which can give rise to liability under any Environmental Law.

“Hedge Bank” shall mean any person that is (or any Affiliate of any person that is) an Agent or a Lender on the Closing Date (or any person that becomes an Agent or Lender or Affiliate thereof after the Closing Date) and that enters into or has entered into a Hedging Agreement with the Borrower or any of its Subsidiaries, in each case, in its capacity as a party to such Hedging Agreement.

“Hedging Agreement” shall mean any agreement with respect to any swap, forward, future or derivative transaction, or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value, or credit spread transaction, repurchase transaction, reserve repurchase transaction, securities lending transaction, weather index transaction, spot contracts, fixed price physical delivery contracts, or any similar transaction or any combination of these transactions, in each case of the foregoing, whether or not exchange traded; provided, that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or any of the Subsidiaries shall be a Hedging Agreement.

“Holdings” shall have the meaning assigned to such term in the preamble hereto

“Immaterial Subsidiary” shall mean any Subsidiary of Holdings that (i) did not, as of the last day of the fiscal quarter of Holdings most recently ended for which financial statements have been (or were required to be) delivered pursuant to Section 5.04(a) or 5.04(b), have (x) assets with a value equal to or in excess of 5.0% of Consolidated Total Assets or (y) operating revenue which is equal to or greater than 5.0% of the consolidated operating revenues of Holdings and its

Subsidiaries on such date determined on a Pro Forma Basis and (ii) taken together with all Immaterial Subsidiaries, did not, as of the last day of the fiscal quarter of Holdings most recently ended for which financial statements have been (or were required to be) delivered pursuant to Section 5.04(a) or 5.04(b), have (x) assets with a value equal to or in excess of 10.0% of Consolidated Total Assets or (y) operating revenue which is equal to or greater than 10.0% of the consolidated operating revenues of Holdings and its Subsidiaries on such date determined on a Pro Forma Basis.

“Increased Amount” of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness or in the form of common stock of the Borrower, the accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies.

“Incremental Amount” shall mean, at any time, the sum of:

(a) the excess (if any) of (i) the greater of (x) \$1,741,201,000 less (ii) the sum of (A) aggregate amount of all Incremental Term Loan Commitments, Incremental Term Loans and Incremental Equivalent Debt, in each case, established or incurred after the Closing Date and in reliance on this clause (a) (which, for the avoidance of doubt, does not include any Extended Term Loans or Refinancing Term Loans) and (B) the aggregate outstanding principal amount of the First Lien New Money Notes and all successive refinancings in respect thereof at such time; plus

(b) any additional amounts so long as immediately after giving effect to the incurrence thereof and the use of proceeds of the loans thereunder, the First Lien Leverage Ratio is not greater than 3.50 to 1.00, tested on a Pro Forma Basis and assuming all such amounts are secured by a Lien on the Collateral on a first-priority basis (which, for the avoidance of doubt, will give effect to any Permitted Business Acquisition consummated concurrently therewith) only on the date of the initial incurrence of the applicable Incremental Facility (except as set forth in clause (iii) of the third paragraph under Section 6.01);

provided, that, for the avoidance of doubt, the Borrower (or in the case of Incremental Equivalent Debt, the Loan Parties) shall be deemed to have incurred any Incremental Facility or Incremental Equivalent Debt in reliance on clause (b) to the maximum extent permitted hereunder prior to any incurrence in reliance on the foregoing clause (a), unless otherwise determined by the Borrower; provided, further, that if all or any portion of any Incremental Facility or any Incremental Equivalent Debt incurred in reliance on clause (a) meets the criteria at any later time to be reclassified as incurred pursuant to clause (b), that such amounts shall automatically be reclassified as incurred pursuant to clause (b) without the Borrower making an election to do so; provided, further, that if the Borrower incurs any Incremental Facility or Incremental Equivalent Debt under clause (a) on the same date that it incurs any Incremental Facility or Incremental Equivalent Debt under clause (b), then the First Lien Leverage Ratio and any other applicable ratio will be calculated with respect to such incurrence under clause (b) without regard to any incurrence of any Incremental Facility or Incremental Equivalent Debt under clause (a).

“Incremental Assumption Agreement” shall mean an Incremental Assumption Agreement substantially in the form of Exhibit B hereto, among the Borrower and, if applicable, one or more Incremental Term Lenders.

“Incremental Equivalent Debt” shall have the meaning assigned to such term in Section 6.01(v).

“Incremental Facility” shall mean commitments and the Incremental Loans made thereunder.

“Incremental Loan” shall mean an Incremental Term Loan.

“Incremental Term Lender” shall mean a Lender with an Incremental Term Loan Commitment or an outstanding Incremental Term Loan.

“Incremental Term Loan Commitment” shall mean the commitment of any Lender, established pursuant to Section 2.21, to make Incremental Term Loans to the Borrower.

“Incremental Term Loans” shall mean (a) Term Loans made by one or more Lenders to the Borrower pursuant to Section 2.01(b) consisting of additional Term B-3 Loans and (b) to the extent permitted by Section 2.21 and provided for in the relevant Incremental Assumption Agreement, Other Incremental Term Loans.

“Indebtedness” of any person shall mean, 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 (except any such obligation issued in the ordinary course of business with a maturity date of no more than six months in a transaction intended to extend payment terms of trade payables or similar obligations to trade creditors incurred in the ordinary course of business),
- (c) all obligations of such person under conditional sale or other title retention agreements relating to property or assets purchased by such person (except any such obligation that constitutes a trade payable or similar obligation to a trade creditor incurred in the ordinary course of business),
- (d) all obligations of such person issued or assumed as the deferred purchase price of property or services (except any such balance that (i) constitutes a trade payable or similar obligation to a trade creditor incurred in the ordinary course of business, (ii) any earn-out obligations until such obligation becomes a liability on the balance sheet of such person in accordance with GAAP and (iii) liabilities accrued in the ordinary course of business) which purchase price is due more than six months after the date of placing the property in service or taking delivery and title thereto,
- (e) all Guarantees by such person of Indebtedness of others,
- (f) all Capitalized Lease Obligations of such person, including any Capitalized Lease Obligations arising from a Sale and Leaseback Transaction,

(g) obligations under any Hedging Agreements, to the extent the foregoing would appear on a balance sheet of such person as a liability,

(h) the principal component of all obligations, contingent or otherwise, of such person as an account party in respect of letters of credit,

(i) the principal component of all obligations of such person in respect of bankers' acceptances,

(j) the amount of all obligations of such person with respect to the redemption, repayment or other repurchase of any Disqualified Stock (excluding accrued dividends that have not increased the liquidation preference of such Disqualified Stock) and

(k) 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 property owned or acquired by such person (other than Liens on Equity Interests of Unrestricted Subsidiaries securing Indebtedness of such Unrestricted Subsidiaries), whether or not the Indebtedness secured thereby has been assumed.

The amount of Indebtedness of any person for purposes of clause (k) above shall (unless such Indebtedness has been assumed by such person or is otherwise recourse to such person) be deemed to be equal to the lesser of (x) the aggregate unpaid amount of such Indebtedness and (y) the Fair Market Value of the property encumbered thereby.

Notwithstanding anything in this Agreement to the contrary, Indebtedness shall not include, and shall be calculated without giving effect to, (i) the effects of Financial Accounting Standards Board Accounting Standards Codification 825 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Agreement as a result of accounting for any embedded derivatives created by the terms of such Indebtedness and any such amounts that would have constituted Indebtedness for purposes of this Agreement but for the application of this sentence shall not be deemed an incurrence of Indebtedness for purposes of this Agreement, (ii) obligations in respect of Third Party Funds, (iii) contingent obligations incurred in the ordinary course of business unless and until such obligations are non-contingent (other than Indebtedness under clause (e) above), (iv) trade payables and (v) any earn outs, purchase price holdbacks or similar obligations until such obligations become a liability on the balance sheet of such person in accordance with GAAP.

“Indemnification Obligations” shall have the meaning assigned to such term in Section 9.26(a).

“Indemnified Party” shall have the meaning assigned to such term in Section 9.26(a).

“Indemnified Taxes” shall mean all Taxes imposed on or with respect to any payment by or on account of any obligation of any Loan Party hereunder or under any other Loan Document other than (a) Excluded Taxes and (b) Other Taxes.

“Indemnitee” shall have the meaning assigned to such term in Section 9.05(b).

“Independent Financial Advisor” means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower,

qualified to perform the task for which it has been engaged and that is independent of the Borrower and its Affiliates.

“Information” shall have the meaning assigned to such term in Section 3.14(a).

“Initial Default” shall have the meaning assigned to such term in Section 7.01.

“Initial Grantor Subsidiary” means each Subsidiary of the Borrower that is party to the Collateral Agreement on the Closing Date.

“Initial Guarantor Subsidiary” means each Subsidiary of the Borrower that is party to the Guarantee Agreement on the Closing Date.

“Insurance Subsidiary” shall have the meaning assigned to such term in Section 6.04(x).

“Intellectual Property” shall mean the following intellectual property rights, both statutory and common law rights, if applicable: (a) copyrights, registrations and applications for registration thereof, (b) trademarks, service marks, trade names, slogans, domain names, logos, trade dress and registrations and applications of registrations thereof, (c) patents, as well as any reissued and reexamined patents and extensions corresponding to the patents and any patent applications, as well as any related continuation, continuation in part and divisional applications and patents issuing therefrom and (d) trade secrets and confidential information, including ideas, designs, concepts, compilations of information, methods, techniques, procedures, processes and other know-how, whether or not patentable.

“Intercreditor Agreement” shall have the meaning assigned to such term in Section 8.11(b).

“Interest Election Request” shall mean a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.07 and substantially in the form of Exhibit E or another form (including any form on an electronic platform or electronic transmission system) approved by the Administrative Agent.

“Interest Payment Date” shall mean:

(a) as to any Term SOFR Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date of the Facility under which such Loan was made; provided, that if any Interest Period for a Term SOFR Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; provided, further, that if such date is not a Business Day, the Interest Payment Date shall be the next succeeding Business Day; and

(b) as to any ABR Loan, the last Business Day of each March, June, September and December and the Maturity Date of the Facility under which such Loan was made.

“Interest Period” shall mean, as to each Term SOFR Loan, the period commencing on the date such Term SOFR Loan is disbursed or converted to or continued as a Term SOFR Loan and ending on the date one, three or six months thereafter, as selected by the Borrower in its Borrowing Request or Interest Election Request, or such other period that is twelve months or less requested by the Borrower and consented to by the Administrative Agent and all applicable Lenders; provided, that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless, in the case of a Term SOFR Loan, such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period pertaining to a 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 calendar month at the end of such Interest Period;

(c) no Interest Period for any Loan shall extend beyond the Maturity Date of the Facility under which such Loan was made;

(d) with respect to the Term B-3 Loans, the initial Interest Period shall commence on the Amendment No. 1 Effective Date and end on April 30, 2025.

“Investment” shall have the meaning assigned to such term in Section 6.04.

“Joint Venture” shall mean (a) any person which would constitute an “equity method investee” of the Borrower or any of its Subsidiaries and (b) any person in whom the Borrower or any of its Subsidiaries beneficially owns any Equity Interest.

“Junior Debt Restricted Payment” shall mean, any payment or other distribution (whether in cash, securities or other property), directly or indirectly made by Holdings or any of its Subsidiaries, of or in respect of principal of or interest on any Subordinated Indebtedness with an outstanding aggregate principal amount in excess of the Threshold Amount (excluding unsubordinated Indebtedness of the Borrower that is not Guaranteed by any Subsidiary, except by one or more Guarantors on a subordinated basis) (each of the foregoing, a “Junior Financing”); provided, that the following shall not constitute a Junior Debt Restricted Payment:

(a) Refinancings with any Permitted Refinancing Indebtedness permitted to be incurred under Section 6.01;

(b) payments of regularly-scheduled interest and fees due thereunder, other non-principal payments thereunder, any mandatory prepayments of principal, interest and fees thereunder, scheduled payments thereon necessary to avoid the Junior Financing from constituting “applicable high yield discount obligations” within the meaning of Section 163(i)(1) of the Code, and, to the extent this Agreement is then in effect, principal on the scheduled maturity date of any Junior Financing;

(c) payments or distributions in respect of all or any portion of the Junior Financing with the proceeds from an issuance, sale or exchange by the Borrower of Qualified Equity Interests within eighteen months prior thereto; or

(d) the conversion of any Junior Financing to Qualified Equity Interests of the Borrower.

“Junior Financing” shall have the meaning assigned to such term in the definition of the term “Junior Debt Restricted Payment.”

“Junior Liens” shall mean Liens on the Collateral that are junior to the Liens thereon securing the Obligations, pursuant to a Permitted Junior Intercreditor Agreement (it being understood that Junior Liens are not required to rank equally and ratably with other Junior Liens, and that Indebtedness secured by Junior Liens may be secured by Liens that are senior in priority to, or rank equally and ratably with, or junior in priority to, other Liens constituting Junior Liens), which Permitted Junior Intercreditor Agreement (together with such amendments to the Security Documents and any other Intercreditor Agreements, if any, as are reasonably necessary or advisable to give effect to such Liens) shall be entered into in connection with a permitted incurrence of any such Liens (unless a Permitted Junior Intercreditor Agreement and/or Security Documents (as applicable) covering such Liens are already in effect).

“Latest Maturity Date” shall mean, at any date of determination, the latest Maturity Date then in effect on such date of determination.

“Lender” shall mean each financial institution listed on Schedule 2.01, as well as any person that becomes a “Lender” hereunder pursuant to Section 2.01(c), Section 9.04, Section 2.21, Section 2.22 or Section 2.23.

“Lending Office” shall mean, as to any Lender, the applicable branch, office or Affiliate of such Lender designated by such Lender to make Loans.

“Level 3 Communications” shall mean Level 3 Communications, LLC, together with its successors and assigns.

“Lien” shall mean, with respect to any asset, (a) any mortgage, deed of trust, lien, hypothecation, pledge, charge, security interest or similar monetary encumbrance in or on such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; provided, that in no event shall an operating lease or an agreement to sell be deemed to constitute a Lien.

“Limited Condition Transaction” shall mean (a) any acquisition, including by means of a merger, amalgamation or consolidation, by the Borrower or one or more of its Subsidiaries, the consummation of which is not conditioned upon the availability of, or on obtaining, third party financing or in connection with which any fee or expense would be payable by the Borrower or its Subsidiaries to the seller or target in the event financing to consummate the acquisition is not obtained as contemplated by the definitive acquisition agreement, (b) any declaration of any dividend by the Board of Directors of the Borrower or any Subsidiary that is payable within 60 days of the date of declaration and/or (c) any irrevocable notice of prepayment, redemption, purchase, repurchase, defeasance or satisfaction and discharge of Indebtedness of the Borrower or any of its Subsidiaries.

“Loan Documents” shall mean

- (a) this Agreement,
- (b) the Amendment Agreement,
- (c) the Guarantee Agreement,
- (d) the Security Documents,

- (e) each Incremental Assumption Agreement,
- (f) each Extension Amendment,
- (g) each Refinancing Amendment,
- (h) any Intercreditor Agreement,
- (i) any Note issued under Section 2.09(e),
- (j) Amendment No. 1, and
- (k) any other amendments, modifications or supplements hereto or to any other Loan Document or waivers hereof or to any other Loan Document.

“Loan Obligations” shall mean

- (a) the due and punctual payment by the Borrower of
 - (i) the unpaid principal of and interest, fees and expenses (including interest, fees and expenses accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans made to the Borrower under this Agreement, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise,
 - (ii) [reserved] and
 - (iii) all other monetary obligations of the Borrower owed under or pursuant to this Agreement and each other Loan Document, including obligations to pay fees, expense reimbursement obligations and indemnification obligations (including the Indemnification Obligations), whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), and
- (b) the due and punctual payment of all obligations of each other Loan Party under or pursuant to each of the Loan Documents (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding).

“Loan Parties” shall mean the Borrower and the Guarantors. Notwithstanding anything to the contrary herein or otherwise, no Regulated Guarantor Subsidiary shall be required to (x) provide guarantees until the Guarantee Permit Condition has been satisfied or (y) grant a security interest in its Collateral until the Collateral Permit Condition has been satisfied.

“Loan Proceeds Note” shall mean the amended and restated intercompany demand note dated as of the Closing Date in a principal amount of \$8,484,946,002, issued by Level 3 Communications to the Borrower, as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

“Loan Proceeds Note Collateral Agreement” shall mean the Loan Proceeds Note Collateral Agreement, substantially in the form set forth in Exhibit M-2.

“Loan Proceeds Note Guarantee” shall mean an unconditional Guarantee of the due and punctual payment of the principal of and premium, if any, and interest on the Loan Proceeds Note, when and as due, whether on demand, at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and all other monetary obligations of Level 3 Communications under the Loan Proceeds Note, in substantially the form set forth in Exhibit M-1.

“Loans” shall mean the Term Loans.

“Local Time” shall mean New York City time (daylight or standard, as applicable).

“Losses” shall have the meaning assigned to such term in Section 9.26(a).

“Lumen” shall mean Lumen Technologies, Inc., a Louisiana corporation.

“Lumen Intercompany Loan” shall mean the loans outstanding from time to time, as permitted hereunder, pursuant to that certain secured Intercompany Loan, dated as of the Closing Date, issued by Lumen to the Borrower, and as such document may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

“Lumen Intercompany Revolving Loan” shall mean the loans outstanding from time to time, as permitted hereunder, pursuant to that certain Amended and Restated Revolving Loan Agreement, dated as of the Closing Date, issued by Lumen to the Borrower, and as such document may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

“Lumen RCF/TLA Agent” has the meaning assigned to such term in the definition of “Lumen Revolving/TLA Credit Agreement.”

“Lumen Revolving/TLA Credit Agreement” shall mean that certain Credit Agreement, dated as of the date hereof, among Lumen, the lenders from time to time party thereto and Bank of America, N.A., as administrative agent and as collateral agent (the “Lumen RCF/TLA Agent”).

“Lumen Series A Revolving Facility” shall mean the “Series A Revolving Facility” as such term is defined in the Lumen Revolving/TLA Credit Agreement as in effect on the date hereof.

“Lumen Series B Revolving Facility” shall mean the “Series B Revolving Facility” as such term is defined in the Lumen Revolving/TLA Credit Agreement as in effect on the date hereof.

“LVL T Guarantee Agreement” shall mean the LVL T Guarantee Agreement, dated as of the Closing Date, and as it may be amended, restated, supplemented or otherwise modified from time to time, between the Loan Parties from time to time party thereto and the Lumen RCF/TLA Agent.

“LVL T Limited Guarantees” shall mean, collectively, the LVL T Limited Series A Guarantee and the LVL T Limited Series B Guarantee.

“LVLT Limited Series A Guarantee” shall mean the Guarantee of the obligations under the Lumen Series A Revolving Facility provided by the Loan Parties under the LVLT Guarantee Agreement.

“LVLT Limited Series B Guarantee” shall mean the Guarantee of the obligations under the Lumen Series B Revolving Facility provided by the Loan Parties under the LVLT Guarantee Agreement.

“LVLT/Lumen Digital Products Subsidiary” shall mean any Special Purpose Entity that is a Subsidiary of the Borrower is established in connection with a LVLT/Lumen Qualified Digital Products Facility.

“LVLT/Lumen Qualified Digital Products Facility” shall mean Indebtedness or other obligations (other than a Qualified Receivables Facility) of a LVLT/Lumen Digital Products Subsidiary constituting a bona fide asset based securitization facility of Digital Products from both a LVLT Subsidiary and a Non-LVLT Entity (a “LVLT/Lumen Digital Products Facility”) that meets the following conditions:

- (x) the sales or contributions of Digital Products to the applicable

LVLT/Lumen Digital Products Subsidiary are made at Fair Market Value, and

- (y) no portion of the Indebtedness or any other obligations (contingent or

otherwise) under such LVLT/Lumen Digital Products Facility:

- (i) is guaranteed by Holdings or any Subsidiary (other than a LVLT/Lumen Digital Products Subsidiary) (excluding guarantees of obligations pursuant to Standard Securitization Undertakings),

- (ii) is recourse to or obligates Holdings or any Subsidiary (other than a LVLT/Lumen Digital Products Subsidiary) in any way (other than pursuant to Standard Securitization Undertakings), or

- (iii) subjects any property or asset (other than relevant Digital Products or the Equity Interests of any LVLT/Lumen Digital Products Subsidiary) of Holdings or any Subsidiary (other than a LVLT/Lumen Digital Products Subsidiary), directly or indirectly, contingently or otherwise, to the satisfaction thereof (other than pursuant to Standard Securitization Undertakings).

For the avoidance of doubt, a LVLT/Lumen Qualified Digital Products Facility shall also constitute a Qualified Digital Products Facility.

In addition, notwithstanding anything to the contrary herein or in any other Loan Document, no portion of the sales and/or contributions of Digital Products of Holdings or any of its Subsidiaries to a Non-LVLT-Entity shall be made pursuant to Section 6.04(z), Section 6.05(o) and/or Section 6.06(i).

“LVLT/Lumen Qualified Securitization Facility” shall mean Indebtedness or other obligations (other than a Qualified Receivable Facility) of a LVLT/Lumen Securitization Subsidiary constituting a bona fide asset based securitization facility of LVLT/Lumen Securitization Assets

from both a LVLT Subsidiary and a Non-LVLT Entity (a “LVLT/Lumen Securitization Facility”) that meets the following conditions:

(x) the sales or contributions of LVLT/Lumen Securitization Assets to the applicable LVLT/Lumen Securitization Subsidiary are made at Fair Market Value,

(y) no portion of the Indebtedness or any other obligations (contingent or otherwise) under such LVLT/Lumen Securitization Facility:

(i) is guaranteed by Holdings or any Subsidiary (other than any LVLT/Lumen Securitization Subsidiary) (excluding guarantees of obligations pursuant to Standard Securitization Undertakings),

(ii) is recourse to or obligates Holdings or any Subsidiary (other than any LVLT/Lumen Securitization Subsidiary) in any way (other than pursuant to Standard Securitization Undertakings), or

(iii) subjects any property or asset (other than Securitization Assets or the Equity Interests of any LVLT/Lumen Securitization Subsidiary) of Holdings or any Subsidiary (other than any LVLT/Lumen Securitization Subsidiary), directly or indirectly, contingently or otherwise, to the satisfaction thereof (other than pursuant to Standard Securitization Undertakings).

For the avoidance of doubt, a LVLT/Lumen Qualified Securitization Facility shall also constitute a Qualified Securitization Facility.

In addition, notwithstanding anything to the contrary herein or in any other Loan Document, no portion of the sales and/or contributions of LVLT/Lumen Securitization Assets of Holdings or any of its Subsidiaries to a Non-LVLT-Entity shall be made pursuant to Section 6.04(z), Section 6.05(o) and/or Section 6.06(i).

“LVLT/Lumen Securitization Asset” shall mean in the case of any securitization, fiber optic cables and other fiber optic network-related products, assets and equipment, copper and hybrid cables and other copper and hybrid network-related products, assets and equipment, and related revenue streams and, in the case of the foregoing, all contracts and contract rights, guarantees or other obligations in respect of the foregoing, lockbox accounts and records with respect to the foregoing and other assets and rights, in each case customarily transferred (or in respect of which security interests are customarily granted) together in a LVLT/Lumen Qualified Securitization Facility.

“LVLT/Lumen Securitization Subsidiary” shall mean any Special Purpose Entity that is a Subsidiary of the Borrower and is established in connection with a LVLT/Lumen Qualified Securitization Facility.

“LVLT Subsidiary” shall mean any Subsidiary of the Borrower.

“Majority Lenders” of any Facility shall mean, at any time, Lenders under such Facility having Term Loans representing more than 50% of the sum of all Term Loans under such Facility at such time (subject to the last paragraph of Section 9.08(b)).

“**Material Adverse Effect**” shall mean a material adverse effect on the business, property, operations or financial condition of the Borrower and its Subsidiaries, taken as a whole, or the validity or enforceability of any of the Loan Documents or the rights and remedies, taken as a whole, of the Administrative Agent, the Collateral Agent and the Lenders thereunder.

“**Material Assets**” shall mean, as of any date of determination, any asset or assets (including any Intellectual Property but excluding cash and Permitted Investments) owned or controlled by Holdings or any Subsidiary, which asset or assets is or are (taken as a whole) material to the business of Holdings and its Subsidiaries as reasonably determined in good faith by Holdings (it being understood that any such asset or assets that (x) have a fair market value equal to or greater than 5.0% of Consolidated Total Assets as of the most recently ended Test Period prior to such date or (y) account for operating revenue for the most recently ended Test Period prior to such date equal to or greater than 5.0% of the consolidated operating revenues of Holdings and its Subsidiaries for such period, in each case, shall constitute Material Assets).

“**Material Indebtedness**” shall mean Indebtedness for borrowed money (other than Indebtedness under this Agreement) of any one or more of Holdings, the Borrower or any Significant Subsidiary in an aggregate principal amount exceeding the Threshold Amount; provided, that in no event shall any of the following be Material Indebtedness for any purpose: (a) a Qualified Receivable Facility, Qualified Securitization Facility or Qualified Digital Products Facility, (b) Capitalized Lease Obligations, (c) Indebtedness held by a Loan Party or any Indebtedness held by an Affiliate of a Loan Party and (d) Indebtedness under Hedging Agreements.

“**Material Real Property**” shall mean any parcel or parcels of Real Property located in the United States now or hereafter owned in fee by the Borrower or any Collateral Guarantor (including any Regulated Grantor Subsidiary that becomes a Collateral Guarantor after the Closing Date in accordance with the terms hereof) and having a fair market value (on a per-property basis) of at least \$50,000,000 as of (x) the Closing Date for Real Property owned on the Closing Date or (y) the date of acquisition, for Real Property acquired after the Closing Date, in each case as determined by the Borrower in good faith.

“**Maturity Date**” shall mean, with respect to any Term Facility, the Term Facility Maturity Date thereof.

“**Maximum Rate**” shall have the meaning assigned to such term in Section 9.09.

“**Moody’s**” shall mean Moody’s Investors Service, Inc. and any successor thereto.

“**Mortgaged Property**” shall mean each Material Real Property to be encumbered by a Mortgage after the Closing Date pursuant to Section 5.10, Section 5.13 and the definition of “Collateral and Guarantee Requirement”.

“**Mortgages**” shall mean, collectively, the mortgages, trust deeds, deeds of trust, deeds to secure debt, assignments of leases and rents, and other security documents (including amendments to the foregoing) delivered with respect to the Mortgaged Properties and otherwise in form and substance reasonably acceptable to the Borrower in customary form taking into account local law matters, as needed, in each case, as amended, supplemented or otherwise modified from time to time.

“**Multiemployer Plan**” shall mean a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA to which the Borrower or any Subsidiary or any ERISA Affiliate (other than one

considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Code Section 414) is making or accruing an obligation to make contributions, or has within any of the preceding six plan years made or accrued an obligation to make contributions.

“Multi-Lien Intercreditor Agreement” shall mean that certain Intercreditor Agreement, dated as of the Closing Date, among the Administrative Agent, the Collateral Agent, the Existing Credit Agreement Agent, representatives on behalf of the First Lien Notes and Second Lien Notes, the Lumen RCF/TLA Agent and other representatives from time to time party thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Net Income” shall mean, with respect to any person, the net income (loss) of such person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends.

“Net Proceeds” shall mean:

(a) 100% of the cash proceeds actually received by Holdings or any Subsidiary of Holdings (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received) from any Asset Sale under Section 6.05(g), net of:

(i) attorneys’ fees, accountants’ fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer Taxes, deed or mortgage recording Taxes, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith,

(ii) required payments of Indebtedness and required payments of other obligations relating to the applicable asset to the extent such Indebtedness or other obligations are secured by a Lien permitted hereunder (in each case, other than pursuant to the Loan Documents, Other First Lien Debt and other than obligations secured by a Junior Lien),

(iii) [reserved],

(iv) without duplication of any Taxes deducted pursuant to clause (i), Taxes paid or reasonably expected to be payable (in the good faith determination of the Borrower) as a direct result thereof including, where the applicable Asset Sale is made by a Foreign Subsidiary, any Taxes attributable to repatriating and transferring such proceeds to the Borrower; and

(v) the amount of any reasonable reserve established in accordance with GAAP against any adjustment to the sale price or any liabilities (other than any Taxes deducted pursuant to clause (i) or (iv) above) (x) related to any of the applicable assets and (y) retained by the Borrower or any of the Subsidiaries including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations (provided that (1) the amount of any reduction of such reserve (other than in connection with a payment in respect of any such liability), prior to the date occurring 18 months after the date of the respective Asset Sale,

shall be deemed to be cash proceeds of such Asset Sale occurring on the date of such reduction and (2) the amount of any such reserve that is maintained as of the date occurring 18 months after the date of the applicable Asset Sale shall be deemed to be Net Proceeds from such Asset Sale as of such date);

provided, that (x) no net cash proceeds calculated in accordance with the foregoing realized in a single transaction or series of related transactions shall constitute Net Proceeds unless such net cash proceeds shall exceed the greater of (i) \$65,000,000 and (ii) 5% of Pro Forma LTM EBITDA (and thereafter only net cash proceeds in excess of such amount shall constitute Net Proceeds) and (y) no net cash proceeds calculated in accordance with the foregoing shall constitute Net Proceeds in any fiscal year until the aggregate amount of all such net cash proceeds otherwise constituting Net Proceeds pursuant to the foregoing clause (x) in such fiscal year shall exceed the greater of (i) \$175,000,000 and (ii) 15% of Pro Forma LTM EBITDA (and thereafter only net cash proceeds in excess of such amount shall constitute Net Proceeds);

(b) 100% of the cash proceeds actually received by Holdings or any Subsidiary of Holdings (including casualty insurance settlements and condemnation awards, but only as and when received) from any Recovery Event, net of:

(i) attorneys' fees, accountants' fees, transfer Taxes, deed or mortgage recording Taxes, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith,

(ii) required payments of Indebtedness and required payments of other obligations relating to the applicable asset to the extent such Indebtedness or other obligations are secured by a Lien permitted hereunder (in each case, other than pursuant to the Loan Documents, Other First Lien Debt and other than obligations secured by a Junior Lien),

(iii) [reserved],

(iv) without duplication of any Taxes deducted pursuant to clause (i), Taxes paid or reasonably expected to be payable (in the good faith determination of the Borrower) as a direct result thereof, including, where the applicable Recovery Event involves a Foreign Subsidiary, any Taxes attributable to repatriating and transferring such proceeds to the Borrower;

provided, that, if the Borrower shall deliver a certificate of a Responsible Officer of the Borrower to the Administrative Agent promptly following receipt of any such net cash proceeds pursuant to this clause (b) setting forth the Borrower's intention to use any portion of such net cash proceeds, within 180 days of such receipt, to acquire, maintain, develop, construct, improve, upgrade, repair or replace assets useful in the business of the Borrower and the Subsidiaries or make Permitted Business Acquisitions and other Investments permitted hereunder (excluding Permitted Investments or intercompany Investments in Subsidiaries) or to reimburse the cost of any of the foregoing incurred on or after the date on which the Recovery Event giving rise to such net cash proceeds was contractually committed (other than inventory, except to the extent the proceeds of such Recovery Event are received in respect of inventory), such portion of such net cash proceeds shall not constitute Net Proceeds except to the extent not, within 180 days of such receipt, so used or contractually committed to be so used; provided, further, that (x) no net cash proceeds calculated in accordance with the foregoing realized in a single transaction or series of related transactions shall constitute Net Proceeds unless such net cash proceeds shall exceed the greater

of (i) \$65,000,000 and (ii) 5% of Pro Forma LTM EBITDA (and thereafter only net cash proceeds in excess of such amount shall constitute Net Proceeds) and (y) no net cash proceeds calculated in accordance with the foregoing shall constitute Net Proceeds in any fiscal year until the aggregate amount of all such net cash proceeds otherwise constituting Net Proceeds pursuant to the foregoing clause (x) in such fiscal year shall exceed the greater of (i) \$175,000,000 and (ii) 15% of Pro Forma LTM EBITDA (and thereafter only net cash proceeds in excess of such amount shall constitute Net Proceeds);

(c) 100% of the cash proceeds from the incurrence, issuance or sale by the Borrower or any Subsidiary of any Indebtedness (other than Excluded Indebtedness, except for Refinancing Notes and Refinancing Term Loans), net of all fees (including investment banking fees), commissions, costs, Taxes and other expenses, in each case incurred in connection with such issuance or sale;

(d) 50% of the cash proceeds from any Qualified Securitization Facility incurred pursuant to Section 6.01(aa) (other than in the case of any Refinancing of any Qualified Securitization Facility permitted hereunder in whole or in part, the amount of cash proceeds applied to Refinance such Qualified Securitization Facility in an amount not to exceed the aggregate principal amount of such Qualified Securitization Facility being Refinanced, plus accrued interest on the principal amount so Refinanced plus any applicable prepayment premium), net of all fees, commissions, costs, Taxes and other expenses, in each case incurred in connection with such Qualified Securitization Facility; provided that, for the avoidance of doubt, clause (g) and not this clause (d) shall apply to a Qualified Securitization Facility which is a LVLT/Lumen Qualified Securitization Facility;

(e) 50% of the cash proceeds from any Qualified Digital Products Facility incurred pursuant Section 6.01(dd) (other than in the case of any Refinancing of any Qualified Digital Products Facility permitted hereunder in whole or in part, the amount of cash proceeds applied to Refinance such Qualified Digital Products Facility in an amount not to exceed the aggregate principal amount of such Qualified Digital Products Facility being Refinanced, plus accrued interest on the principal amount so Refinanced plus any applicable prepayment premium), net of all fees, commissions, costs, Taxes and other expenses, in each case incurred in connection with such Indebtedness; provided that, for the avoidance of doubt, clause (f) and not this clause (e) shall apply to a Qualified Digital Products Facility which is a LVLT/Lumen Qualified Digital Products Facility;

(f) the SPE Relevant Sweep Percentage of the cash proceeds of LVLT/Lumen Qualified Digital Products Facility (other than in the case of any Refinancing of any LVLT/Lumen Qualified Digital Products Facility permitted hereunder in whole or in part, the amount of cash proceeds applied to Refinance such LVLT/Lumen Qualified Digital Products Facility in an amount not to exceed the applicable SPE Relevant Assets Percentage of the aggregate principal amount of such LVLT/Lumen Qualified Digital Products Facility being Refinanced, plus accrued interest on the principal amount so Refinanced plus any applicable prepayment premium), net of all fees, commissions, costs, Taxes and other expenses, in each case incurred in connection with such LVLT/Lumen Qualified Digital Products Facility; and

(g) the SPE Relevant Sweep Percentage of the cash proceeds of any LVLT/Lumen Qualified Securitization Facility (other than in the case of any Refinancing of any LVLT/Lumen Qualified Securitization Facility permitted hereunder in whole or in part, the amount of cash proceeds applied to Refinance such LVLT/Lumen Qualified

Securitization Facility in an amount not to exceed the applicable SPE Relevant Assets Percentage of the aggregate principal amount of such LVLT/Lumen Qualified Securitization Facility being Refinanced, plus accrued interest on the principal amount so Refinanced plus any applicable prepayment premium), net of all fees, commissions, costs, Taxes and other expenses, in each case incurred in connection with such LVLT/Lumen Qualified Securitization Facility.

“New Class Loans” shall have the meaning assigned to such term in Section 9.08(f).

“Non-Consenting Lender” shall have the meaning assigned to such term in Section 2.19(c).

“Non-LVLT Entity” shall mean any Subsidiary of Lumen (other than Holdings, any Subsidiary of Holdings or any Unrestricted Subsidiary).

“Note” shall have the meaning assigned to such term in Section 2.09(e).

“Obligations” shall mean, collectively, (a) the Loan Obligations, (b) obligations in respect of any Secured Cash Management Agreement, and (c) obligations in respect of any Secured Hedge Agreement (including, in each case, monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding).

“Offering Proceeds Note” means, individually or collectively, as the context may require,

- (i) Existing Offering Proceeds Note (3.625%),
- (ii) Existing Offering Proceeds Note (3.750%),
- (iii) Existing Offering Proceeds Note (4.250%),
- (iv) Existing Offering Proceeds Note (4.625%) and
- (v) and any future unsecured offering proceeds note issued in a manner consistent with past practice and in connection with the incurrence of unsecured Indebtedness not prohibited by the terms of this Agreement.

“Offering Proceeds Note Guarantee” means an unconditional Guarantee of the due and punctual payment of the principal of and premium, if any, and interest on any Offering Proceeds Note, when and as due, whether on demand, at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and all other monetary obligations of Level 3 Communications under any Offering Proceeds Note.

“Omnibus Offering Proceeds Note Subordination Agreement” means the amended and restated Omnibus Offering Proceeds Note Subordination Agreement dated as of the Closing Date, substantially in the form of Exhibit L, among the Borrower, Holdings, Level 3 Communications and the Administrative Agent, as amended, restated, supplemented or otherwise modified from time to time.

“Organization Documents” shall mean, (a) with respect to any corporation, the charter or certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction), (b) with respect to any limited liability

company, the certificate or articles of formation or organization and operating or limited liability company agreement and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture, trust or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“Other First Lien Debt” shall mean any obligations secured by Other First Liens (including any Incremental Equivalent Debt or Refinancing Notes secured by Other First Liens).

“Other First Liens” shall mean Liens on the Collateral that are equal and ratable with the Liens thereon securing the Obligations subject to the First Lien/First Lien Intercreditor Agreement, which First Lien/First Lien Intercreditor Agreement (or a supplement thereto) (together with such amendments to the Security Documents and any other Intercreditor Agreements, if any, as are reasonably necessary or advisable to give effect to such Liens) shall be entered into in connection with a permitted incurrence of any such Liens.

“Other Incremental Term Loans” shall have the meaning assigned to such term in Section 2.21(a).

“Other Taxes” shall mean any and all present or future stamp, or documentary, excise, transfer, sales, property, intangible, mortgage recording or similar Taxes arising from any payment made hereunder or under any other Loan Document or from the execution, registration, delivery or enforcement of, consummation or administration of, from the receipt or perfection of security interest under, or otherwise with respect to, the Loan Documents, other than any such Tax imposed with respect to an assignment (other than an assignment pursuant to Section 2.19(b) or 2.19(c)) and arising as a result of a present or former connection between the relevant recipient and the jurisdiction imposing such Tax (other than any such connection arising solely from or with respect to any Loan Document or any transactions pursuant to any Loan Document).

“Other Term Facilities” shall mean the Other Term Loan Commitments and the Other Term Loans made thereunder.

“Other Term Loan Commitments” shall mean, collectively, (a) Incremental Term Loan Commitments with respect to Other Term Loans and (b) commitments to make Refinancing Term Loans.

“Other Term Loan Installment Date” shall have, with respect to any Class of Other Term Loans established pursuant to an Incremental Assumption Agreement, an Extension Amendment or a Refinancing Amendment, the meaning assigned to such term in Section 2.10(a)(iv).

“Other Term Loans” shall mean, collectively, (a) Other Incremental Term Loans, (b) Extended Term Loans and (c) Refinancing Term Loans.

“Outstanding Receivables Amount” shall mean, at any time, without duplication (a) the sum of all then outstanding amounts advanced to any Receivables Subsidiary by lenders (other than the Borrower or any of its Subsidiaries) under Qualified Receivable Facilities and (b) the amount of accounts receivable disposed of in connection with any Qualified Receivable Facility (other than to a Receivables Subsidiary) structured as a factoring arrangement that have stated due dates following such date of determination.

“Parent Intercompany Note” means the amended and restated intercompany demand note dated December 8, 1999, as amended and restated on October 1, 2003, issued by Level 3 Communications to Holdings, as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

“Participant” shall have the meaning assigned to such term in Section 9.04(d)(i).

“Participant Register” shall have the meaning assigned to such term in Section 9.04(d)(ii).

“PBGC” shall mean the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

“Perfection Certificate” shall mean the Perfection Certificate with respect to the Borrower and the other Loan Parties substantially in the form attached hereto as Exhibit I-1, as the same may be supplemented from time to time to the extent required by Section 5.04(f).

“Perfection Certificate (Loan Proceeds Note)” shall mean the Perfection Certificate with respect to the Level 3 Communications substantially in the form attached hereto as Exhibit I-2.

“Permitted Business Acquisition” shall mean any acquisition of all or substantially all the assets or business of, or all or substantially all the Equity Interests (other than directors’ qualifying shares) not previously held by the Borrower and its Subsidiaries in, or merger, consolidation or amalgamation with, a person or business unit or division or line of business of a person (or any subsequent investment made in a person or business unit or division or line of business previously acquired in a Permitted Business Acquisition), if:

(a) no Event of Default under Section 7.01(b), (c), (h) or (i) shall have occurred and be continuing immediately after giving effect thereto or would result therefrom, provided, that with respect to any such acquisition that is a Limited Condition Transaction, at the option of the Borrower, the determination of whether such an Event of Default shall exist shall be made solely at the time of the execution of the acquisition agreement related to such Limited Condition Transaction;

(b) all transactions related thereto shall be consummated in accordance with applicable laws;

(c) [reserved];

(d) any acquired or newly formed Subsidiary shall not be liable for any Indebtedness except for Indebtedness permitted by Section 6.01; and

(e) any acquired Equity Interests or Equity Interests in any entity newly formed in connection with such transactions shall be Equity Interests of a Subsidiary (except as permitted by a provision of Section 6.04 other than Section 6.04(k)).

“Permitted Consolidated Cash Flow Debt” shall mean Indebtedness for borrowed money incurred by the Borrower; provided that

(a) no Event of Default under Section 7.01(b), (c), (h) or (i) shall have occurred and be continuing or would exist after giving effect to such Indebtedness; and

(b) such Permitted Consolidated Cash Flow Debt

(i) (A) to the extent secured by a Lien on property or assets of Holdings or any Subsidiary, any Permitted Consolidated Cash Flow Debt shall not be secured by any Lien on any property or asset of such person that does not also secure the Term Loans (except (1) customary cash collateral in favor of an agent, letter of credit issuer or similar “fronting” lender, (2) Liens on property or assets applicable only to periods after the Latest Maturity Date of the Term Loans at the time of incurrence and (3) any Liens on property or assets to the extent that a Lien on such property or asset is also added for the benefit of the Lenders under the Term Loans for so long as such Liens secure such Permitted Consolidated Cash Flow Debt); and (B) to the extent guaranteed by Holdings or any Subsidiary, any such Permitted Consolidated Cash Flow Debt shall not be guaranteed by any such person that is not (or is not required to be) a Loan Party (except (1) for guarantees by other persons that are applicable only to periods after the Latest Maturity Date of the Term Loans at the time of incurrence and (2) any such person guaranteeing such Permitted Consolidated Cash Flow Debt that also guarantees the Term Loans for so long as such person guarantees such Permitted Consolidated Cash Flow Debt),

(ii) shall have a Weighted Average Life to Maturity no shorter than the remaining Weighted Average Life to Maturity of the Term B Loans,

(iii) shall not be subject to any maturity, mandatory redemption, repurchase, prepayment or sinking fund obligation (other than customary offers to repurchase and prepayment events upon a change of control, asset sale or event of loss (or from the proceeds of a Permitted Refinancing Indebtedness) and a customary acceleration right after an event of default) prior to the then Latest Maturity Date,

(iv) shall have a final maturity no earlier than the Latest Maturity Date in effect at the date of incurrence of such Permitted Consolidated Cash Flow Debt,

(v) if secured, shall only be secured by Junior Liens on the Collateral and shall be subject to a Permitted Junior Intercreditor Agreement,

(vi) shall have terms and conditions (other than (x) pricing, rate floors, discounts, fees, premiums and optional prepayment or redemption provisions and (y) covenants or other provisions applicable only to periods after the Latest Maturity Date at the time of incurrence of such Indebtedness) that in the good faith judgment of the Borrower are not materially less favorable (when taken as a whole) to the Borrower than the terms and conditions of the Loan Documents (when taken as a whole); and

(vii) if incurred by a Subsidiary that is not a Loan Party the aggregate principal amount of such Permitted Consolidated Cash Flow Debt shall not exceed the greater of (x) \$500,000,000 and (y) 35% of Pro Forma LTM EBITDA.

“Permitted Investments” shall mean:

(a) direct obligations of the United States of America or any member of the European Union (as of the date of this Agreement) or any agency thereof or obligations guaranteed by the United States of America or any member of the European Union (as of

the date of this Agreement) or any agency thereof, in each case with maturities not exceeding two years from the date of acquisition thereof;

(b) time deposit accounts, certificates of deposit, money market deposits, banker's acceptances and other bank deposits maturing within 180 days of the date of acquisition thereof issued by a bank or trust company having capital, surplus and undivided profits in excess of \$1,000,000,000 and whose long-term debt, or whose parent holding company's long-term debt, is rated at least A by S&P or A2 by Moody's (or such similar equivalent rating or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act));

(c) repurchase obligations with a term of not more than 180 days for underlying securities of the types described in clause (a) above entered into with a bank meeting the qualifications described in clause (b) above;

(d) commercial paper, maturing not more than one year after the date of acquisition, issued by a corporation (other than an Affiliate of the Borrower) with a rating at the time as of which any investment therein is made of P-1 (or higher) according to Moody's, or A-1 (or higher) according to S&P (or such similar equivalent rating or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act));

(e) securities with maturities of two years or less from the date of acquisition, issued or fully guaranteed by any State of the United States of America, or by any political subdivision or taxing authority thereof, and rated at least A by S&P or A2 by Moody's (or such similar equivalent rating or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act));

(f) shares of mutual funds whose investment guidelines restrict 95% of such funds' investments to those satisfying the provisions of clauses (a) through (e) above;

(g) money market funds that (i) comply with the criteria set forth in Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated AAA by S&P or Aaa by Moody's and (iii) have portfolio assets of at least \$1,000,000,000;

(h) time deposit accounts, certificates of deposit, money market deposits, banker's acceptances and other bank deposits in an aggregate face amount not in excess of 0.5% of the total assets of the Borrower and the Subsidiaries, on a consolidated basis, as of the end of the Borrower's most recently completed fiscal year; and

(i) instruments equivalent to those referred to in clauses (a) through (h) above denominated in any foreign currency comparable in credit quality and tenor to those referred to above and commonly used by corporations for cash management purposes in any jurisdiction outside the United States of America to the extent reasonably required in connection with any business conducted by the Borrower or any Subsidiary organized in such jurisdiction.

"Permitted Junior Intercreditor Agreement" shall mean, with respect to any Liens on Collateral that are intended to rank junior to any Liens securing the Loan Obligations, (x) the Multi-Lien Intercreditor Agreement or (y) with respect to Indebtedness secured by Liens that rank junior to the Liens securing the Obligations and Other First Lien Debt and Indebtedness secured

by Junior Liens, the Multi-Lien Intercreditor Agreement or another intercreditor agreement in a form substantially consistent with the form of the Multi-Lien Intercreditor Agreement.

“Permitted Liens” shall have the meaning assigned to such term in Section 6.02.

“Permitted Refinancing Indebtedness” shall mean any Indebtedness issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund (collectively, to “Refinance”), any Indebtedness (including successive refinancings thereof); provided, that

(a) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so Refinanced (plus unpaid accrued interest and premium (including tender premiums) thereon and underwriting discounts, defeasance costs, fees, commissions and expenses),

(b) except with respect to Section 6.01(i), (i) the final maturity date of such Permitted Refinancing Indebtedness is on or after the earlier of (x) the final maturity date of the Indebtedness being Refinanced and (y) the 91st day following the Latest Maturity Date in effect at the time of incurrence thereof and (ii) the Weighted Average Life to Maturity of such Permitted Refinancing Indebtedness is greater than or equal to the lesser of (x) the Weighted Average Life to Maturity of the Indebtedness being Refinanced and (y) 91 days after the Weighted Average Life to Maturity of the Class of Term Loans then outstanding with the greatest remaining Weighted Average Life to Maturity (provided, that such Indebtedness may be incurred in the form of a customary “bridge” or other interim credit facility intended to be refinanced or replaced with long-term indebtedness so long as, subject only to customary conditions the failure of which to be satisfied would otherwise result in an Event of Default, it would either be automatically converted into or required to be exchanged for permanent financing which satisfies the requirements of this clause (b)),

(c) if the Indebtedness being Refinanced is by its terms subordinated in right of payment to any Obligations, such Permitted Refinancing Indebtedness shall be subordinated in right of payment to such Obligations on terms in the aggregate not materially less favorable to the Lenders as those contained in the documentation governing the Indebtedness being Refinanced (as determined by the Borrower in good faith),

(d) no Permitted Refinancing Indebtedness shall (i) have any borrower or issuer which is different than the borrower or issuer (or its permitted successors) of the respective Indebtedness being so Refinanced or (ii) have guarantors that are not (or would not have been required to become) guarantors with respect to the Indebtedness being so Refinanced; provided that, if any of the Guarantees of the Indebtedness being Refinanced were subordinated to the Obligations, the Guarantees of the Permitted Refinancing Indebtedness shall be subordinated to the Obligations on no less favorable terms (as determined by the Borrower in good faith),

(e) subject to clause (f) below, if the Indebtedness being Refinanced is secured (and permitted to be secured), such Permitted Refinancing Indebtedness may be secured by Liens on the same (or any subset of the) assets as secured (or would have been required to secure) the Indebtedness being Refinanced, on terms in the aggregate that are no less favorable to the Secured Parties than the Indebtedness being refinanced or on terms otherwise permitted by Section 6.02 (as determined by the Borrower in good faith),

(f) if the Indebtedness being Refinanced is unsecured or secured by a Junior Lien (and permitted to be secured by a Junior Lien pursuant to Section 6.02), such Permitted Refinancing Indebtedness shall be unsecured or secured by a Junior Lien (but not, for the avoidance of doubt, a Lien that is pari passu with or senior to the Liens securing the Obligations), on the same (or any subset of the) assets as secured (or would have been required to secure) the Indebtedness being Refinanced if applicable, and

(g) if (x) the Indebtedness being Refinanced was subject to the First Lien/First Lien Intercreditor Agreement or a Permitted Junior Intercreditor Agreement, as applicable, and the respective Permitted Refinancing Indebtedness is to be secured by the Collateral or (y) such Permitted Refinancing Indebtedness is to be secured by Junior Liens, the Permitted Refinancing Indebtedness shall likewise be subject to the First Lien/First Lien Intercreditor Agreement or a Permitted Junior Intercreditor Agreement, as applicable.

“person” shall mean any natural person, corporation, business trust, joint venture, association, company, partnership, limited liability company, Governmental Authority or individual or family trust.

“Plan” shall mean any “employee pension benefit plan” as defined in Section 3(2) of ERISA (other than a Multiemployer Plan) that is (a) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, (b) sponsored, maintained, contributed to or required to be contributed to (at the time of determination or at any time within the five years prior thereto) by the Borrower, any Subsidiary or any ERISA Affiliate, and (c) in respect of which the Borrower, any Subsidiary or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Platform” shall have the meaning assigned to such term in Section 5.04.

“Pledged Collateral” shall have the meaning assigned to such term in the Collateral Agreement.

“primary obligor” shall have the meaning assigned to such term in the definition of the term “Guarantee.”

“Priority Leverage Ratio” shall mean, as of any date of determination, the ratio of:

(a) Consolidated Priority Debt of Holdings as of such date minus any Specified Refinancing Cash Proceeds as of such date that are reserved to be applied to Consolidated Priority Debt to

(b) EBITDA of Holdings for the most recently ended Test Period on or prior to such date;

provided, that the Priority Leverage Ratio shall be determined on a Pro Forma Basis.

“Priority Net Leverage Ratio” shall mean, as of any date of determination, the ratio of:

(a) Consolidated Priority Debt of Holdings as of such date minus any unrestricted cash and Permitted Investments of Holdings as of such date to

(b) EBITDA of Holdings for the most recently ended Test Period on or prior to such date;

provided, that the Priority Net Leverage Ratio shall be determined on a Pro Forma Basis.

“Pro Forma Basis” shall mean, as to any person, for any events as described below that occur subsequent to the commencement of a period for which the financial effect of such events is being calculated, and giving effect to the events for which such calculation is being made, such calculation as will give pro forma effect to such events as if such events occurred on the first day of the most recent Test Period ended on or before the occurrence of such event (the “Reference Period”):

(a) any Asset Sale or divestiture, and any asset acquisition, Investment (or series of related Investments) in excess of \$250,000,000, merger, amalgamation, consolidation (or any similar transaction or transactions), any dividend, distribution or other similar payment,

(b) any operational changes or restructurings (including pursuant to any modernization and simplification plan) of the business of the Borrower or any of its Subsidiaries that the Borrower or any of its Subsidiaries has determined to make and/or made during or subsequent to the Reference Period in connection with Permitted Business Acquisitions and similar acquisitions and which are expected to have a continuing impact and are factually supportable, which would include cost savings resulting from head count reduction, closure of facilities and other operational changes and other cost savings in connection therewith,

(c) any operational changes or restructurings of the business of the Borrower or any of its Subsidiaries that the Borrower or any of its Subsidiaries has determined to make and/or made during or subsequent to the Reference Period that are not described in the preceding clause (b) which are expected to have a continuing impact and are factually supportable,

(d) the designation of any Subsidiary as an Unrestricted Subsidiary or of any Unrestricted Subsidiary as a Subsidiary and

(e) any incurrence, repayment, repurchase or redemption of Indebtedness (or any issuance, repurchase or redemption of Disqualified Stock or preferred stock), other than fluctuations in revolving borrowings in the ordinary course of business (and not resulting from a transaction as described in clause (a) above).

Pro forma calculations made pursuant to the definition of this term “Pro Forma Basis” shall be determined in good faith by a Responsible Officer of the Borrower. Any such pro forma calculation may include adjustments appropriate, in the reasonable good faith determination of the Borrower, to reflect operating expense reductions, other operating improvements, synergies or such operational changes or restructurings described in clause (b) or (c) of the immediately preceding paragraph that are projected by the Borrower in good faith to result from actions taken, committed to be taken or expected to be taken during in the twenty-four month period following the consummation of the pro forma event, which may be reasonably allocated to the Borrower or any of its Subsidiaries in the reasonable good faith determination of the Borrower;

provided, that pro forma adjustments pursuant to clause (c) of the immediately preceding paragraph shall not exceed 20% of EBITDA in the aggregate for any Reference Period (as calculated after giving effect to such pro forma adjustment); provided, however, that such 20% cap shall not apply to any such adjustments that would be permitted to be included in pro forma financial statements prepared in accordance with Regulation S-X under the Securities Act; provided, further, that such adjustments are set forth in a certificate of a Responsible Officer that states (I) the amount of such adjustment or adjustments and (II) that such adjustment or adjustments are based on the reasonable good faith beliefs of the Responsible Officer executing such certificate.

If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date on which the relevant calculation is being made had been the applicable rate for the entire period (taking into account any hedging obligations applicable to such Indebtedness if such hedging obligation has a remaining term in excess of 12 months). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Borrower to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a pro forma basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period, except to the extent the outstandings thereunder are reasonably expected to increase as a result of any transactions described in clause (a) of the first paragraph of this definition of “Pro Forma Basis” which occurred during the respective period or thereafter and on or prior to the date of determination. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Borrower may designate.

“Pro Forma LTM EBITDA” shall mean, at any determination, EBITDA of Holdings for the most recently ended Test Period, determined on a Pro Forma Basis.

“Pro Rata Extension Offers” shall have the meaning assigned to such term in Section 2.22(a).

“Pro Rata Share” shall have the meaning assigned to such term in Section 9.08(f).

“Projections” shall mean the projections of Holdings, the Borrower and the Subsidiaries included in the Borrower Materials and any other projections and any forward-looking statements (including statements with respect to booked business) of such entities furnished to the Lenders or the Administrative Agent by or on behalf of the Borrower or any of the Subsidiaries prior to the Closing Date.

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

“Public Lender” shall have the meaning assigned to such term in Section 5.04.

“Purchase Offer” shall have the meaning assigned to such term in Section 2.25(a).

“QC” shall mean Qwest Corporation, a Colorado corporation, together with its successors and assigns.

“QFC Credit Support” shall have the meaning assigned to such term in Section 9.25.

“Qualified Digital Products Facility” shall mean Indebtedness or other obligations (other than a Qualified Receivables Facility) of a Digital Products Subsidiary constituting a bona fide asset based securitization facility of Digital Products (“Digital Products Facility”) that meets the following conditions:

(x) sales or contributions of Digital Products to the applicable Digital

Products Subsidiary are made at Fair Market Value, and

(y) no portion of the Indebtedness or any other obligations (contingent or

otherwise) under such Digital Products Facility:

(i) is guaranteed by the Borrower or any Subsidiary (other than a Digital Products Subsidiary) (excluding guarantees of obligations pursuant to Standard Securitization Undertakings),

(ii) is recourse to or obligates the Borrower or any Subsidiary (other than a Digital Products Subsidiary) in any way (other than pursuant to Standard Securitization Undertakings), or

(iii) subjects any property or asset (other than relevant Digital Products or the Equity Interests of any Digital Products Subsidiary) of the Borrower or any other Subsidiary (other than a Digital Products Subsidiary), directly or indirectly, contingently or otherwise, to the satisfaction thereof (other than pursuant to Standard Securitization Undertakings).

For the avoidance of doubt, a “Qualified Digital Products Facility” includes a LVLT/Lumen Qualified Digital Products Facility.

“Qualified Equity Interests” shall mean any Equity Interest other than Disqualified Stock.

“Qualified Existing 2027 Term Lender” shall mean a holder of Existing 2027 Term Loans that (a) was a party to the Transaction Support Agreement on the Agreement Effective Date (as defined in the Transaction Support Agreement) and continues to be a party to the Transaction Support Agreement and (b) is legally prohibited from participating in the Transactions (as defined in the Transaction Support Agreement) as a result of reinvestment or similar limitations applicable to such holder.

“Qualified Joinder” shall have the meaning assigned to such term in Section 2.01(c).

“Qualified Joining Exchange Date” shall have the meaning assigned to such term in Section 2.01(c).

“Qualified Joining Lender” shall have the meaning assigned to such term in Section 2.01(c).

“Qualified Joining Lender Term B Loans” shall mean, individually or collectively as the context may require, (a) the Qualified Joining Lender Term B-1 Loans and (b) the Qualified Joining Lender Term B-2 Loans.

“Qualified Joining Lender Term B-1 Loans” shall mean the shorter-dated term loans deemed made by the Qualified Joining Lenders on the applicable Qualified Joining Exchange Date by way of cashless roll under a Qualified Joining Term B Loan Exchange.

“Qualified Joining Lender Term B-2 Loans” shall mean the longer-dated term loans deemed made by the Qualified Joining Lenders on the applicable Qualified Joining Exchange Date by way of cashless roll under a Qualified Joining Term B Loan Exchange.

“Qualified Joining Term B Loan Exchange” shall have the meaning assigned to such term in Section 2.01(c).

“Qualified Receivable Facility” shall mean Indebtedness or other obligations of a Receivables Subsidiary incurred from time to time on customary terms (as determined in good faith by the Borrower) pursuant to either (a) credit facilities secured only by Receivables, collections thereof and accounts established solely for the collection of such Receivables or (b) Receivables purchase facilities, and including any related notes, Guarantees, collateral documents, instruments and agreements executed in connection therewith, as the same may be amended, supplemented, modified or restated from time to time (a “Receivables Facility”); provided that no portion of the Indebtedness or any other obligations (contingent or otherwise) under such Receivables Facility:

- (x) is guaranteed by Holdings or any Subsidiary (other than a Receivables Subsidiary) (excluding guarantees of obligations pursuant to Standard Securitization Undertakings),
- (y) is recourse to or obligates Holdings or any Subsidiary (other than a Receivables Subsidiary) in any way (other than pursuant to Standard Securitization Undertakings), or
- (z) subjects any property or asset (other than Receivables or the Equity Interests of any Receivables Subsidiary) of Holdings or any Subsidiary (other than a Receivables Subsidiary), directly or indirectly, contingently or otherwise, to the satisfaction thereof (other than pursuant to Standard Securitization Undertakings).

“Qualified Securitization Facility” shall mean Indebtedness or other obligations (other than a Qualified Receivable Facility) of a Securitization Subsidiary constituting a bona fide asset based securitization facility of Securitization Assets (a “Securitization Facility”) that meets the following conditions:

- (x) the sales or contributions of Securitization Assets to the applicable Securitization Subsidiary are made at Fair Market Value; and
- (y) no portion of the Indebtedness or any other obligations (contingent or otherwise) under such Securitization Facility:
 - (i) is guaranteed by Holdings or any Subsidiary (excluding guarantees of obligations pursuant to Standard Securitization Undertakings), other than any Securitization Subsidiary,
 - (ii) is recourse to or obligates Holdings or any Subsidiary in any way (other than pursuant to Standard Securitization Undertakings), other than any Securitization Subsidiary, or

(ii) subjects any property or asset (other than Securitization Assets or the Equity Interests of any Securitization Subsidiary) of Holdings or any Subsidiary (other than a Securitization Subsidiary), directly or indirectly, contingently or otherwise, to the satisfaction thereof (other than pursuant to Standard Securitization Undertakings).

For the avoidance of doubt, a “Qualified Securitization Facility” includes a LVL/Lumen Qualified Securitization Facility.

“Rate” shall have the meaning assigned to such term in the definition of the term “Type.”

“Rating Agencies” shall mean (1) each of Moody’s, S&P and Fitch, and (2) if any of Moody’s, S&P or Fitch or all three shall not make publicly available a rating on the Borrower’s long-term secured debt, a nationally recognized statistical agency or agencies, as the case may be, selected by the Borrower which shall be substituted for Moody’s, S&P or Fitch or all three, as the case may be.

“Rating Date” shall mean the earlier of the date of public notice of the occurrence of a Change of Control or of the publicly announced intention of Holdings to effect a Change of Control.

“Rating Decline” shall be deemed to have occurred if, no later than sixty (60) days after the Rating Date (which period shall be extended so long as the rating of the Term Loans is under publicly announced consideration for possible downgrade by each of the Rating Agencies), two or more of the Rating Agencies assign or reaffirm a rating to the Term Loans that is lower than the lesser of (a) the applicable Closing Date Rating (or the equivalent thereof) and (b) the rating as of the Rating Date. If, prior to the Rating Date, the ratings assigned to the Term Loans by two or more of the Rating Agencies are lower than the applicable Closing Date Rating, then a Rating Decline will be deemed to have occurred if such ratings are not changed by the 60th day following the Rating Date. A downgrade within rating categories, as well as between rating categories, will be considered a Rating Decline; provided, that a Rating Decline otherwise arising by virtue of a particular reduction in rating will not be deemed to have occurred in respect of a particular Change of Control (and thus will not be deemed a Rating Decline for purposes of the definition of Change of Control Triggering Event) unless either of such two Rating Agencies making the reduction to rating announces or publicly confirms or informs the Administrative Agent in writing at Holdings or its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Change of Control Triggering Event).

“Real Property” shall mean, collectively, all right, title and interest (including any leasehold estate) in and to any and all parcels of or interests in real property owned in fee or leased by the Borrower or any Subsidiary, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, incidental to the ownership, lease or operation thereof.

“Receivables” shall mean receivables, chattel paper, instruments, documents or intangibles evidencing or relating to the right to payment of money and proceeds and products thereof in each case generated in the ordinary course of business.

“Receivables Subsidiary” shall mean any Special Purpose Entity established in connection with a Qualified Receivable Facility.

“Recovery Event” shall mean any event that gives rise to the receipt by the Borrower or any of its Subsidiaries of any insurance proceeds or condemnation awards in respect of any equipment, fixed assets or Real Property (including any improvements thereon).

“Reference Period” shall have the meaning assigned to such term in the definition of the term “Pro Forma Basis.”

“Refinance” shall have the meaning assigned to such term in the definition of the term “Permitted Refinancing Indebtedness,” and “Refinanced” and “Refinancing” shall have meanings correlative thereto.

“Refinancing Amendment” shall have the meaning assigned to such term in Section 2.23(e).

“Refinancing Effective Date” shall have the meaning assigned to such term in Section 2.23(a).

“Refinancing Notes” shall mean any secured or unsecured notes or loans issued by the Borrower or any Guarantor (whether under an indenture, a credit agreement or otherwise) and the Indebtedness represented thereby; provided, that

(a) 100% of the Net Proceeds of such Refinancing Notes are used to permanently reduce Term Loans substantially simultaneously with the issuance thereof;

(b) the principal amount (or accreted value, if applicable) of such Refinancing Notes does not exceed the principal amount (or accreted value, if applicable) of the aggregate portion of the Term Loans so reduced (plus unpaid accrued interest and premium (including tender premiums) thereon and underwriting discounts, defeasance costs, fees, commissions and expenses);

(c) the final maturity date of such Refinancing Notes is on or after the Term Facility Maturity Date of the Term Loans so reduced;

(d) the Weighted Average Life to Maturity of such Refinancing Notes is greater than or equal to the Weighted Average Life to Maturity of the Term Loans so repaid;

(e) the terms of such Refinancing Notes do not provide for any scheduled repayment, mandatory redemption or sinking fund obligations prior to the Term Facility Maturity Date of the Term Loans so reduced (other than (x) in the case of notes, customary offers to repurchase or mandatory prepayment provisions upon a change of control, asset sale or event of loss and customary acceleration rights after an event of default and (y) in the case of loans, amortization to the extent permitted above and other than mandatory and voluntary prepayment provisions which are, when taken as a whole, consistent in all material respects with, or not materially less favorable to the Borrower and its Subsidiaries than, those applicable to the Term Loans being refinanced, with such Indebtedness to provide that any such mandatory prepayments as a result of asset sales, events of loss, or excess cash flow, shall be allocated on a pro rata basis or a less than pro rata basis (but not a greater than pro rata basis) with the Term Loans then outstanding pursuant to this Agreement);

(f) there shall be no obligor with respect thereto that is not a Loan Party;

(g) if such Refinancing Notes are secured by an asset of any Subsidiary, any Unrestricted Subsidiary or any Affiliate of the foregoing, the security agreements relating to such assets shall not extend to any assets not constituting Collateral and shall be no more favorable to the secured party or parties, taken as a whole (determined by the Borrower in good faith) than the Security Documents;

(h) if such Refinancing Notes are secured, such Refinancing Notes shall be secured by all or a portion of the Collateral, but shall not be secured by any assets of Holdings, the Borrower or its Subsidiaries other than the Collateral;

(i) Refinancing Notes that are secured by Collateral shall be subject to the provisions of the First Lien/First Lien Intercreditor Agreement or a Permitted Junior Intercreditor Agreement, as applicable;

(j) (x) if the Indebtedness being refinanced or replaced by such Refinancing Notes is by its terms subordinated in right of payment to any Obligations, such Refinancing Notes shall be subordinated in right of payment to such Obligations on terms in the aggregate not materially less favorable to the Lenders as those contained in the documentation governing the Indebtedness being refinanced or replaced (as determined by the Borrower in good faith) and (y) if any of the Guarantees with respect to the Indebtedness being refinanced or replaced by such Refinancing Notes were subordinated to the Obligations, the Guarantees of the Refinancing Notes shall be subordinated to the Obligations on no less favorable terms (as determined by the Borrower in good faith);

(k) all other terms applicable to such Refinancing Notes (other than provisions relating to original issue discount, upfront fees, interest rates and any other pricing terms (which original issue discount, upfront fees, interest rates and other pricing terms shall not be subject to the provisions set forth in this clause (k)) taken as a whole shall (as determined by the Borrower in good faith) be substantially similar to, or not materially less favorable to the Borrower and its Subsidiaries than, the terms, taken as a whole, applicable to the Term Loans so reduced (except to the extent such covenants and other terms apply solely to any period after the Latest Maturity Date)).

“Refinancing Term Loans” shall have the meaning assigned to such term in Section 2.23(a).

“Register” shall have the meaning assigned to such term in Section 9.04(b)(iv).

“Regulated Grantor Subsidiary” shall mean

- (a) Level 3 Communications,
- (b) WilTel Communications, LLC,
- (c) Broadwing Communications, LLC,
- (d) TelCove Operations, LLC,
- (e) Global Crossing Telecommunications, Inc., and

(f) each Subsidiary of the Borrower requiring material authorizations and consents of federal and state Governmental Authorities in order for it to become a

Collateral Guarantor under the Collateral Agreement and to satisfy the Collateral and Guarantee Requirement.

“Regulated Guarantor Subsidiary” shall mean

- (a) Level 3 Communications,
- (b) WilTel Communications, LLC,
- (c) Broadwing Communications, LLC,
- (d) TelCove Operations, LLC,
- (e) Global Crossing Telecommunications, Inc., and
- (f) each Subsidiary of the Borrower requiring material authorizations and consents of federal and state Governmental Authorities in order for it to become a Guarantor under the Guarantee Agreement and to satisfy the Collateral and Guarantee Requirement.

“Regulation T” shall mean Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Regulation U” shall mean Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Regulation X” shall mean Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Related Fund” shall mean, with respect to any Lender that is a fund that invests in bank or commercial loans and similar extensions of credit, any other fund that invests in bank or commercial loans and similar extensions of credit and is advised or managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity (or an Affiliate of such entity) that administers, advises or manages such Lender.

“Related Parties” shall mean, with respect to any specified person, such person’s Affiliates and the respective directors, trustees, officers, employees, agents, advisors and members of such person and such person’s Affiliates.

“Release” shall mean any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, emanating or migrating in, into, onto or through the Environment.

“Reportable Event” shall mean any reportable event as defined in Section 4043(c) of ERISA or the regulations issued thereunder, other than those events as to which the 30-day notice period referred to in Section 4043(c) of ERISA has been waived, with respect to a Plan (other than a Plan maintained by an ERISA Affiliate that is considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Section 414 of the Code).

“Repricing Event” shall mean:

(a) the incurrence by Holdings, the Borrower or any other Loan Party of any Indebtedness (i) having an All-In Yield that is less than the All-In Yield for the Term B-3 Loans, and (ii) the proceeds of which are used to prepay (or, in the case of a conversion, deemed to prepay or replace), in whole or in part, the outstanding principal of the Term B-3 Loans; or

(b) any effective reduction in the All-In Yield applicable to the Term B-3 Loans pursuant to an amendment to the Loan Documents;

provided, a Repricing Event shall not include any event described in clause (a) or (b) above that (i) is not consummated for the primary purpose of lowering the All-In Yield applicable to the Term B-3 Loans (as determined in good faith by the Borrower), or (ii) that is consummated in connection with any of the following transactions: Change of Control or an Acquisition Transaction. For the avoidance of doubt, (A) any reduction in margin or fees pursuant to a leveraged-based or other applicable “step-down” that may, from time to time, be applicable to a Facility shall not constitute a Repricing Event and (B) any assignment of Loans to a Loan Party or Subsidiary shall not constitute a Repricing Event.

“Required Lenders” shall mean, at any time, Lenders having Term Loans that, taken together, represent more than 50% of the sum of all Term Loans; provided, that the Term Loans of any Defaulting Lender shall be disregarded in determining Required Lenders at any time unless otherwise provided herein.

“Requirement of Law” shall mean, as to any person, any law, treaty, rule, regulation, statute, order, ordinance, decree, judgment, consent decree, writ, injunction, settlement agreement or governmental requirement enacted, promulgated or imposed or entered into or agreed by any Governmental Authority, in each case applicable to or binding upon such person or any of its property or assets or to which such person or any of its property or assets is subject.

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

“Responsible Officer” of any person shall mean any vice president, manager, executive officer or Financial Officer of such person and any other officer or similar official thereof responsible for the administration of the obligations of such person in respect of this Agreement, or any other duly authorized employee or signatory of such person.

“Restricted Payments” shall have the meaning assigned to such term in Section 6.06. The amount of any Restricted Payment made other than in the form of cash, Permitted Investments or other cash equivalents shall be the Fair Market Value thereof.

“Retained Excess Cash Flow” shall mean, as of any date of determination, an amount, determined on a cumulative basis and which in any case shall not be less than zero, that is equal to the sum of 100% of the Excess Cash Flow of the Borrower and its Subsidiaries for each Excess Cash Flow Period ending after the Closing Date and prior to such date.

“Reuters” shall mean, as applicable, Thomson Reuters Corp., Refinitiv, or any successor thereto.

“S&P” shall mean S&P Global Ratings, a division of S&P Global, Inc., and any successor thereto.

“Sale and Leaseback Transaction” of any person shall mean any direct or indirect arrangement pursuant to which any property is sold or transferred by such person or Subsidiary of such person and is thereafter leased back from the purchaser or transferee thereof by such person or one of its Subsidiaries. The stated maturity of such arrangement shall be the date of the last payment of rent or any other amount due under such arrangement prior to the first date on which such arrangement may be terminated by the lessee without payment of a penalty.

“Sanctioned Country” shall mean, at any time, a country or territory which is itself the subject or target of comprehensive Sanctions (at the time of this Agreement, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, the Crimea Region and non-government controlled areas of the Kherson and Zaporizhzhia Regions of Ukraine, Cuba, Iran, North Korea and Syria).

“Sanctioned Person” shall mean, at any time, (a) any person listed in any Sanctions-related list of designated persons maintained by the U.S. government, including by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or by the United Nations Security Council, the Office of the Superintendent of Financial Institutions, the European Union or His Majesty’s Treasury of the United Kingdom, (b) any person operating, organized or resident in a Sanctioned Country, (c) any person owned 50% or more, or controlled, by any such person or persons described in the foregoing clauses (a), (b) or (c) any person otherwise the subject of Sanctions.

“Sanctions” shall mean 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 Office of the Superintendent of Financial Institutions, (c) His Majesty’s Treasury, (d) the European Union or any European Union member state or (e) the United Nations Security Council.

“Scheduled Unavailability Date” has the meaning specified in Section 2.14(b).

“SEC” shall mean the Securities and Exchange Commission or any successor thereto.

“Second Lien” shall mean Liens on the Collateral that are (or would have been, to the extent Second Lien Notes do not exist at such time) equal and ratable with the Liens securing the Second Lien Notes (and other obligations that are secured equally and ratably with the Second Lien Notes).

“Second Lien Notes” shall mean, individually or collectively, as the context may require:

(a) 4.875% Second Lien Notes due 2029 issued on the Closing Date in the initial aggregate principal amount of \$606,230,000;

(b) 4.500% Second Lien Notes due 2030 issued on the Closing Date in the initial aggregate principal amount of \$711,902,000;

(c) 3.875% Second Lien Notes due 2030 issued on the Closing Date in the initial aggregate principal amount of \$458,214,000; and

(d) 4.000% Second Lien Notes due 2031 issued on the Closing Date in the initial aggregate principal amount of \$452,500,000.

“Secured Cash Management Agreement” shall mean any Cash Management Agreement that is entered into by and between the Borrower or any Subsidiary and any Cash Management Bank, including any such Cash Management Agreement that is in effect on the Closing Date, unless when entered into such Cash Management Agreement is designated in writing by the Borrower and such Cash Management Bank to the Administrative Agent to not be included as a Secured Cash Management Agreement.

“Secured Hedge Agreement” shall mean any Hedging Agreement that is entered into by and between any Loan Party and any Hedge Bank, including any such Hedging Agreement that is in effect on the Closing Date, unless when entered into such Hedging Agreement is designated in writing by the Borrower and such Hedge Bank to the Administrative Agent to not be included as a Secured Hedge Agreement. Notwithstanding the foregoing, for all purposes of the Loan Documents, any Guarantee of, or grant of any Lien to secure, any obligations in respect of a Secured Hedge Agreement by a Guarantor shall not include any Excluded Swap Obligations with respect to such Guarantor.

“Secured Leverage Ratio” shall mean, as of any date of determination, the ratio of:

(a) Consolidated Secured Debt of Holdings as of such date minus any Specified Refinancing Cash Proceeds as of such date that are reserved to be applied to Consolidated Secured Debt to

(b) EBITDA of Holdings for the most recently ended Test Period on or prior to such date;

provided, that the Secured Leverage Ratio shall be determined on a Pro Forma Basis.

“Secured Parties” shall mean, collectively, the Administrative Agent, the Collateral Agent, each Amendment No. 1 Arranger, each Lender, each Hedge Bank that is party to any Secured Hedge Agreement, each Cash Management Bank that is party to any Secured Cash Management Agreement and each Subagent appointed pursuant to Section 8.02 by the Administrative Agent with respect to matters relating to the Loan Documents or by the Collateral Agent with respect to matters relating to any Security Document or the Collateral.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Securitization Asset” shall mean in the case of any securitization, fiber optic cables and other fiber optic network-related products, assets and equipment, copper and hybrid cables and other copper and hybrid network-related products, assets and equipment, and related revenue streams and, in the case of the foregoing, all contracts and contract rights, guarantees or other obligations in respect of the foregoing, lockbox accounts and records with respect to the foregoing and other assets and rights, in each case customarily transferred (or in respect of which security interests are customarily granted) together in a Qualified Securitization Facility. For the avoidance of doubt, “Securitization Asset” includes LVLT/Lumen Securitization Assets.

“Securitization Subsidiary” shall mean any Special Purpose Entity established in connection with a Qualified Securitization Facility. For the avoidance of doubt, “Securitization Subsidiary” includes a LVLT/Lumen Securitization Subsidiary.

“Security Documents” shall mean the Collateral Agreement, the Loan Proceeds Note Collateral Agreement, each Notice of Grant of Security Interest in Intellectual Property (as defined in the

Collateral Agreement), each of the Mortgages, if any, and each other security agreement, pledge agreement or other instruments or documents executed and delivered pursuant to the foregoing or entered into or delivered after the Closing Date to the extent required by this Agreement or any other Loan Document, including pursuant to Section 5.10.

“Senior Indebtedness” shall have the meaning assigned to such term in Section 9.08(b)(viii).

“Significant Subsidiary” shall mean each Subsidiary of Holdings that is not an Immaterial Subsidiary; provided, that “Significant Subsidiary” shall not include any Receivables Subsidiary, Securitization Subsidiary or Digital Products Subsidiary.

“Similar Business” shall mean any business, the majority of whose revenues are derived from (a) business or activities conducted by the Borrower and the Subsidiaries on the Amendment No. 1 Effective Date, (b) any business that is a natural outgrowth or reasonable extension, development or expansion of any such business or any business similar, reasonably related, incidental, complementary or ancillary to any of the foregoing or (c) any business that in the Borrower’s good faith business judgment constitutes a reasonable diversification of businesses conducted by the Borrower and the Subsidiaries.

“Sister Subsidiaries” shall mean any Subsidiary of Holdings that is not the Borrower or any of the Borrower’s Subsidiaries.

“SOFR” shall mean the Secured Overnight Financing Rate as administered by the Federal Reserve Bank of New York (or a successor administrator).

“SPE Relevant Assets Percentage” shall mean, with respect to any LVLT/Lumen Qualified Digital Products Facility or any LVLT/Lumen Qualified Securitization Facility, as applicable, the percentage of the Fair Market Value of the aggregate amount of LVLT/Lumen Digital Products or LVLT/Lumen Securitization Assets, as applicable, that are sold or contributed by a LVLT Subsidiary to the LVLT/Lumen Digital Products Subsidiary or LVLT/Lumen Securitization Subsidiary, as applicable, represented by the Fair Market Value of the LVLT/Lumen Digital Products or LVLT/Lumen Securitization Assets, as applicable, sold or contributed to such Special Purpose Entity by the Non-LVLT Entity.

“SPE Relevant Sweep Percentage” shall mean a percentage equal to the product of 50% and the SPE Relevant Assets Percentage.

“Special Flood Hazard Area” shall have the meaning assigned to such term in Section 5.02(c).

“Special Purpose Entity” shall mean a direct or indirect Subsidiary of any Loan Party, whose organizational documents contain restrictions on its purpose and activities intended to preserve its separateness from such Loan Party and/or one or more Subsidiaries of such Loan Party.

“Specified Digital Products” shall mean the bona fide products, applications, platforms, software or intellectual property related to or used in connection with the development, adoption, implementation or operation of ExaSwitch or Black Lotus Labs digital products or digital businesses as determined in good faith by the Borrower.

“Specified Digital Products Investment” shall mean the transfer or contribution to or designation as an Unrestricted Subsidiary (in accordance with, and subject to the terms of this Agreement) of:

(a) a Subsidiary of a Guarantor all or substantially all of whose assets are Specified Digital Products, or

(b) any Subsidiary of the Borrower all or substantially all of the assets of which are Equity Interests of any Subsidiary described in clause (a) (each of the Subsidiaries described in clause (a) above or this clause (b), a “Specified Digital Products Unrestricted Subsidiary”);

provided, that except as permitted by Sections 6.05 and 6.06, a Specified Digital Products Unrestricted Subsidiary shall at all times be owned directly or indirectly by a Guarantor.

“Specified Lumen Tech Secured Notes Distribution” shall mean the transactions contemplated by the Specified Lumen Tech Secured Notes Transaction (as defined in the Transaction Support Agreement) on the Closing Date.

“Specified Refinancing Cash Proceeds” shall mean, with respect to any person, the net proceeds of any issuance of debt securities of the Borrower or any of its Subsidiaries to a third party that are reserved to be applied within 90 days of the receipt thereof to repay, repurchase or redeem other debt securities of such person or any of its Subsidiaries held by third parties.

“Specified Representations” shall mean those representations and warranties of the Borrower and the Guarantors set forth in Sections 3.01(a) (solely with respect to the Loan Parties), 3.01(d), 3.02(a), 3.02(b)(i)(A) and (B) (solely as it relates to the execution and delivery by the Borrower and each of the Guarantors of each of the Loan Documents to which it is a party, the borrowings and other extensions of credit hereunder on the date on which such representations and warranties are being made and the granting of the Liens in the Collateral pursuant to the Loan Documents), 3.03, 3.10, 3.11, 3.17 (subject to the limitations set forth in the last paragraph of the definition of “Collateral and Guarantee Requirement”), 3.18, 3.23 and 3.24(c).

“Standard Securitization Undertakings” shall mean representations, warranties, covenants and indemnities entered into by Holdings or any Subsidiary thereof in connection with a Qualified Receivable Facility, Qualified Digital Products Facility or Qualified Securitization Facility that are reasonably customary (as determined in good faith by a Borrower) in an accounts receivable financing transaction or securitization transaction in the commercial paper, term securitization or structured lending market, including those relating to the servicing or management of the assets of a Securitization Subsidiary and including any obligation of a transferor of Securitization Assets in a Qualified Securitization Facility to repurchase or otherwise make payments with respect to Securitization Assets arising as a result of a breach of a representation, warranty or covenant or otherwise with respect thereto.

“State PUC” shall mean a state public utility commission or other similar state regulatory authority with jurisdiction over the operations of the Borrower or any of its Subsidiaries.

“State PUC License” shall mean any permit, license, authorization, certification, plan, directive, consent order or consent decree of or from any State PUC, in each case, in connection with the operation of the business of the Borrower or any of its Subsidiaries, all renewals and extensions thereof, and all applications filed with such State PUC for which the Borrower or any of its Subsidiaries is an applicant.

“Subagent” shall have the meaning assigned to such term in Section 8.02.

“Subject Subsidiary” shall have the meaning assigned to such term in Section 6.05(b)(iv).

“Subordinated Indebtedness” shall mean (a) any Indebtedness of the Borrower that is contractually subordinated in right of payment to the Loan Obligations and (b) any Indebtedness of any Guarantor that is contractually subordinated in right of payment to the Guarantee of such Guarantor of the Loan Obligations.

“Subordinated Intercompany Note” shall mean the subordinated intercompany note substantially in the form of Exhibit G attached hereto.

“Subsidiary” shall mean, with respect to any person (referred to in this definition as the “parent”), any corporation, limited liability company, partnership, association or other business entity

(a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership interests are, at the time any determination is being made, directly or indirectly, owned, Controlled or held, or

(b) that is, at the time any determination is made, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of the Borrower. Notwithstanding the foregoing (and except for purposes of the definition of “Unrestricted Subsidiary” and where otherwise specified) an Unrestricted Subsidiary shall be deemed not to be a Subsidiary of the Borrower or any of its Subsidiaries for purposes of this Agreement.

“Subsidiary Guarantor” shall mean each Subsidiary of the Borrower that is a Guarantor.

“Subsidiary Redesignation” shall have the meaning assigned to such term in the definition of the term “Unrestricted Subsidiary”.

“Successor Borrower” shall have the meaning provided in Section 6.05(n).

“Successor Rate” has the meaning specified in Section 2.14(b).

“Supported QFC” shall have the meaning assigned to such term in Section 9.25.

“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.

“Taxes” shall mean any and all present or future taxes, duties, levies, imposts, assessments, deductions, withholdings or other similar charges and fees imposed by any Governmental Authority, whether computed on a separate, consolidated, unitary, combined or other basis and any interest, fines, penalties or additions to tax with respect to the foregoing.

“Telecommunications Laws” shall mean any Requirement of Law applicable to the Borrower or any of its Subsidiaries, with respect to the provision of telecommunications services, including

telecommunications services provided in correctional institutions, including the Communications Act of 1934, as amended, and the rules and regulations promulgated in relation thereto by the FCC or any State PUC in each state where the Borrower or any Subsidiary conducts or is authorized to conduct business.

“Telecommunications/IS Assets” shall mean (a) any assets (other than cash, Permitted Investments and securities) to be owned by any Subsidiary of the Borrower and used in the Telecommunications/IS Business and (b) Equity Interests of any person that becomes a Subsidiary of the Borrower as a result of the acquisition of such Equity Interests by a Subsidiary of the Borrower from any person other than an Affiliate of Holdings; provided, that, in the case of this clause (b), such person is primarily engaged in the Telecommunications/IS Business.

“Telecommunications/IS Business” shall mean the business of (a) transmitting, or providing (or arranging for the providing of) services relating to the transmission of, voice, video or data through owned or leased transmission facilities, (b) constructing, creating, developing or marketing communications networks, related network transmission equipment, software and other devices for use in a communications business, (c) computer outsourcing, data center management, computer systems integration, reengineering of computer software for any purpose or (d) evaluating, participating or pursuing any other activity or opportunity that is primarily related to those identified in (a), (b) or (c) above; provided, that the determination of what constitutes a Telecommunications/IS Business shall be made in good faith by the Borrower.

“Term B Commitments” shall mean the Term B-1 Commitments, the Term B-2 Commitments, the Term B-3 Commitments and any Incremental Term Loan Commitment by Incremental Term Lenders to make additional Term B Loans to the Borrower pursuant to Section 2.01(b).

“Term B Facility” shall mean the Term B-1 Facility, the Term B-2 Facility, the Term B-3 Facility and any Incremental Facility consisting of Incremental Term Loan Commitments by Incremental Term Lenders to make additional Term B Loans to the Borrower pursuant to Section 2.01(b).

“Term B Loans” shall mean (a) the Term B-1 Loans, (b) the Term B-2 Loans, (c) any Qualified Joining Lender Term B Loan, (d) the Term B-3 Loans and (e) any Incremental Term Loans in the form of additional Term B-2 Loans made by the Incremental Term Lenders to the Borrower pursuant to Section 2.01(b).

“Term B-1 Commitment” shall mean, with respect to each Lender, the commitment of such Lender to make Term B-1 Loans hereunder in the amount set forth on Schedule 2.01 opposite such Lender’s name under the column “Term B-1”.

“Term B-1 Facility” shall mean the Term B-1 Commitments and the Term B-1 Loans made hereunder.

“Term B-1 Loans” shall mean the shorter-dated term loans (a) deemed made by the Lenders on the Closing Date pursuant to Section 2.01(a)(i) and the exchange mechanics set forth in the Amendment Agreement or (b) exchanged at par from Qualified Joining Lender Term B-1 Loans pursuant to Section 2.01(c).

“Term B-1 Maturity Date” shall mean April 15, 2029.

“Term B-2 Commitment” shall mean, with respect to each Lender, the commitment of such Lender to make Term B-2 Loans hereunder in the amount set forth on Schedule 2.01 opposite such Lender’s name under the column “Term B-2”.

“Term B-2 Facility” shall mean the Term B-2 Commitments and the Term B-2 Loans made hereunder.

“Term B-2 Loans” shall mean the longer-dated term loans deemed made by (a) the Lenders on the Closing Date pursuant to Section 2.01(a)(ii) and the exchange mechanics set forth in the Amendment Agreement or (b) exchanged at par from Qualified Joining Lender Term B-2 Loans pursuant to Section 2.01(c).

“Term B-2 Maturity Date” shall mean April 15, 2030.

“Term B-3 Commitment” shall mean, with respect to each Lender, the commitment of such Lender to make Term B-3 Loans hereunder in the amount set forth on Schedule 2.01 as amended by Amendment No. 1 opposite such Lender’s name under the column “Term B-3”. The Term B-3 Commitment on the Amendment No. 1 Effective Date is \$2,400,000,000.

“Term B-3 Facility” shall mean the Term B-3 Commitments and the Term B-3 Loans made hereunder.

“Term B-3 Lenders” shall mean have the meaning set forth in Amendment No. 1.

“Term B-3 Loans” shall mean the term loans made (or deemed made) by the Term B-3 Lenders pursuant to Amendment No. 1.

“Term B-3 Maturity Date” shall mean March 27, 2032.

“Term Borrowing” shall mean a Borrowing of Term B Loans or Other Term Loans.

“Term Facility” shall mean the Term B Facility and/or each of the Other Term Facilities.

“Term Facility Commitment” shall mean the Term B Commitments and/or the Other Term Loan Commitments.

“Term Facility Maturity Date” shall mean, as the context may require, (a) with respect to the Term B-1 Facility, the Term B-1 Maturity Date, (b) with respect to the Term B-2 Facility, the Term B-2 Maturity Date, (c) with respect to the Term B-3 Facility, the Term B-3 Maturity Date and (d) with respect to any other Class of Term Loans, the maturity dates specified therefor in the applicable Incremental Assumption Agreement, Extension Amendment or Refinancing Amendment.

“Term Lender” shall mean a Lender with a Term Facility Commitment or with outstanding Term Loans.

“Term Loan Installment Date” shall mean any Other Term Loan Installment Date.

“Term Loans” shall mean the Term B Loans and/or the Other Term Loans.

“Term SOFR” shall mean:

(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 shall mean the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto; and

(b) for any interest calculation with respect to ABR on any date, the rate per annum equal to the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to such date with a term of one month commencing that day; provided that if the rate is not published prior to 11:00 a.m. on such determination date then Term SOFR shall mean the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto;

provided, that if the Term SOFR determined in accordance with either of the foregoing clause (a) or (b) of this definition would otherwise be less than 0.50%, the Term SOFR shall be deemed to be 0.50% for purposes of this Agreement.

“Term SOFR Borrowing” shall mean a Borrowing comprised of Term SOFR Loans.

“Term SOFR Loan” shall mean a Loan that bears interest at a rate based on clause (a) of the definition of Term SOFR.

“Term SOFR Replacement Date” shall have the meaning specified in Section 2.14(b).

“Term SOFR Screen Rate” shall mean the forward-looking SOFR term rate administered by CME (or any successor administrator) and published on the applicable Reuters screen page (or such other commercially available source providing such quotations, the use of which is consistent with prevailing market practice); provided, that such Term SOFR Screen Rate is administratively feasible to the Administrative Agent.

“Termination Date” shall mean the date on which (a) all Commitments shall have been terminated and (b) the principal of and interest on each Loan, and all fees, expenses and other amounts payable under any Loan Document and all other Loan Obligations shall have been paid in full in cash (other than in respect of contingent indemnification and expense reimbursement claims not then due).

“Test Period” shall mean, on any date of determination, the period of four consecutive fiscal quarters of Holdings then most recently ended (taken as one accounting period) for which financial statements have been (or were required to be) delivered pursuant to Section 5.04(a) or 5.04(b); provided, that prior to the first date financial statements have been delivered pursuant to Section 5.04(a) or 5.04(b), the Test Period in effect shall be the most recently ended full four fiscal quarter period prior to the Closing Date for which financial statements would have been required to be delivered hereunder had the Closing Date occurred prior to the end of such period.

“Third Party Funds” shall mean any accounts or funds, or any portion thereof, received by the Borrower or any of its Subsidiaries as agent on behalf of third parties in accordance with a written agreement that imposes a duty upon Borrower or one or more of its Subsidiaries to collect and remit those funds to such third parties.

“Threshold Amount” shall mean the greater of (a) \$275,000,000 and (b) 20% of Pro Forma LTM EBITDA.

“Total Leverage Ratio” shall mean, as of any date of determination, the ratio of

(a) Consolidated Debt of Holdings as of such date minus any Specified Refinancing Cash Proceeds as of such date to

(b) EBITDA of Holdings for the most recently ended Test Period on or prior to such date;

provided, that the Total Leverage Ratio shall be determined on a Pro Forma Basis.

“Transaction Support Agreement” shall mean that certain Amended and Restated Transaction Support Agreement, dated as of January 22, 2024, among Holdings, Lumen, QC and the creditors of Holdings and Lumen from time to time party thereto and the other entities party thereto as amended, restated, supplemented or otherwise modified from time to time prior to the Closing Date.

“Transactions” shall mean the “Transactions” as such term is defined in the Transaction Support Agreement and any other transaction contemplated by, relating to or in connection with the Transaction Support Agreement (including, for the avoidance of doubt, any transfers or distributions in connection therewith, including any transfers or distributions of proceeds of the EMEA Sale (as defined in the Transaction Support Agreement)).

“Type” shall mean, with respect to any Loan, its character as an ABR Loan or a Term SOFR Loan.

“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.

“Uniform Commercial Code” or “UCC” shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

“United States” shall mean the United States of America.

“Unregulated Grantor Subsidiary” shall mean

(a) each Subsidiary that is a Collateral Guarantor as of the Closing Date,

(b) each Subsidiary of the Borrower (other than any Subsidiary that is a Regulated Grantor Subsidiary) and

(c) each Subsidiary of the Borrower that directly or indirectly owns any Equity Interest in any Designated Grantor Subsidiary (other than any Subsidiary that is a Regulated Grantor Subsidiary).

“Unregulated Guarantor Subsidiary” shall mean

- (a) each Subsidiary Guarantor as of the Closing Date,
- (b) each Subsidiary of the Borrower (other than any Subsidiary that is a Regulated Guarantor Subsidiary), and
- (c) each Subsidiary of the Borrower that directly or indirectly owns any Equity Interest in any Designated Guarantor Subsidiary (other than any Subsidiary that is a Regulated Guarantor Subsidiary).

“Unrestricted Subsidiary” shall mean

(a) any Subsidiary of the Borrower, whether owned on, or acquired or created after, the Closing Date, that is designated after the Closing Date by the Borrower as an Unrestricted Subsidiary hereunder by written notice to the Administrative Agent; provided, that the Borrower shall only be permitted to so designate a new Unrestricted Subsidiary following the Closing Date so long as:

(i) such Subsidiary and its subsidiaries (A) are not after giving effect to such designation and any designation under other agreements of Holdings or its Subsidiaries (and at all times thereafter shall not be) obligors in respect of any Indebtedness where the creditors in respect of such Indebtedness also have recourse to any of the assets of Holdings or any of its Subsidiaries other than Subsidiaries designated as Unrestricted Subsidiaries (other than as a result of Permitted Liens described in Section 6.02(x)(ii)), and (B) do not at the time of designation or after giving effect to such designation and any designation under other agreements of Holdings or its Subsidiaries (and at all times thereafter) own Equity Interests or Indebtedness of, or have Liens over any assets of, Holdings or any Subsidiary (other than subsidiaries of the Subsidiary to be so designated);

(ii) all Investments in such Unrestricted Subsidiary at the time of designation (as contemplated by the immediately following sentence) are permitted in accordance with the relevant requirements of Section 6.04;

(iii) the designation has been determined by Holdings in good faith as having a legitimate business purpose (and not for the primary purpose of directly or indirectly facilitating any liability management transaction with respect to the assets of Holdings, the Borrower or any of its Subsidiaries);

(iv) such Subsidiary that is designated as an Unrestricted Subsidiary does not at the time of designation own or control any Material Asset (including, with respect to Intellectual Property included in the Material Assets, any exclusive license or other exclusive right to such Intellectual Property);

(v) [reserved];

(vi) no Event of Default under Section 7.01(b), (c), (d) (solely as it related to Article VI), (h) or (i) has occurred and is continuing or would result from such designation; and

(vii) such Subsidiary is also designated as an Unrestricted Subsidiary or the equivalent, to the extent such concept is included in the relevant agreement, under any Other First Lien Debt; and

(b) any subsidiary of an Unrestricted Subsidiary (unless transferred to such Unrestricted Subsidiary or any of its subsidiaries by Holdings or one or more of its Subsidiaries after the date of the designation of the parent entity as an “Unrestricted Subsidiary” hereunder, in which case the subsidiary so transferred would be required to be independently designated in accordance with the preceding clause (a)).

Notwithstanding anything to the contrary contained herein or in any other Loan Document,

(A) no Material Assets may, directly or indirectly, be transferred, exclusively licensed, contributed or otherwise Disposed of to any Unrestricted Subsidiary by the Borrower or any Subsidiary and

(B) at no time shall there be any Unrestricted Subsidiary under this Agreement that is not an Unrestricted Subsidiary or the equivalent, to the extent such concept is included in the relevant agreement, under Other First Lien Debt.

The designation of any Subsidiary as an Unrestricted Subsidiary shall constitute an Investment by the Borrower (or its Subsidiaries) therein at the date of designation in an amount equal to the Fair Market Value of the Borrower’s (or its Subsidiaries’) Investments therein, which shall be required to be permitted on such date in accordance with Section 6.04 (other than Section 6.04(b)).

The Borrower may designate any Unrestricted Subsidiary to be a Subsidiary for purposes of this Agreement (each, a “Subsidiary Redesignation”); provided, that no Event of Default under Section 7.01(b), (c), (d) (solely as it related to Article VI), (h) or (i) has occurred and is continuing or would result therefrom (after giving effect to the provisions of the immediately succeeding sentence). The designation of any Unrestricted Subsidiary as a Subsidiary after the Closing Date shall constitute (x) the incurrence at the time of designation of any Investment, Indebtedness or Liens of such Subsidiary existing at such time and (y) a return on any Investment by the applicable Loan Party (or its relevant Subsidiaries) in Unrestricted Subsidiaries pursuant to the preceding sentence in an amount equal to the Fair Market Value at the date of such designation of such Loan Party’s (or its relevant Subsidiaries’) Investment in such Subsidiary.

“U.S. Government Securities Business Day” shall mean any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“U.S. Person” shall mean any person that is a “United States Person” as defined in Section 7701(a)(30) of the Code.

“U.S. Special Resolution Regimes” shall have the meaning assigned to such term in Section 9.25.

“U.S. Tax Compliance Certificate” shall have the meaning assigned to such term in Section 2.17(d).

“USA PATRIOT Act” shall mean 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)).

“Voting Stock” of any person means Equity Interests of such person which ordinarily has voting power for the election of directors (or persons performing similar functions) of such person, whether at all times or only for so long as no senior class of securities has such voting power by reason of any contingency.

“Waiver” shall have the meaning assigned to such term in Section 9.04(g).

“Weighted Average Life to Maturity” shall mean, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness.

“Wholly-Owned Subsidiary” of any person shall mean a subsidiary of such person, all of the Equity Interests of which (other than directors’ qualifying shares or nominee or other similar shares required pursuant to applicable law) are owned by such person or another Wholly-Owned Subsidiary of such person. Unless the context otherwise requires, “Wholly-Owned Subsidiary” shall mean a Subsidiary of the Borrower that is a Wholly-Owned Subsidiary of the Borrower.

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

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

Section 1.02. Terms Generally; GAAP. The definitions set forth or referred to in Section 1.01 shall apply equally to both 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 phrase “permitted by” and the phrase “not prohibited by” shall be synonymous, and any transaction not specifically prohibited by the terms of the Loan Documents shall be deemed to be permitted by the Loan Documents. The term “continuing” means, with respect to a Default or Event of Default, that it has not been cured (including by performance) or waived. The phrase “in good faith” when used with respect to a determination made by a Loan Party shall mean that such determination was made in the prudent exercise of its commercial judgment and shall be deemed to be conclusive if fully disclosed in writing (in reasonable detail) to the Lenders and the Required Lenders have not objected to such determination within fifteen Business Days of such disclosure to the Administrative Agent and the Lenders. All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Except as otherwise expressly provided herein, any reference in this Agreement to any Loan Document shall mean such document as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

Except as otherwise expressly provided herein (including, for the avoidance of doubt, the proviso in the definition of “Capitalized Lease Obligations”), all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided, that if at any time, any change in GAAP would affect the computation of any financial ratio or requirement in the Loan Documents and the Borrower notifies the Administrative Agent that the Borrower requests an amendment (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment), 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), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such financial ratio or requirement shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such provision is amended in accordance herewith.

Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made:

(a) without giving effect to any election under Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower or any Subsidiary at “fair value,” as defined therein,

(b) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof and

(c) for the avoidance of doubt, except as provided in the definition of “Consolidated Net Income,” without giving effect to the financial condition, results and performance of the Unrestricted Subsidiaries.

Any reference herein to a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of

or by a limited liability company, or an allocation of assets to a series of a limited liability company (or the unwinding of such a division or allocation), as if it were a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale, disposition or transfer, or similar term, as applicable, to, of or with a separate person. Any division of a limited liability company shall constitute a separate person hereunder (and each division of any limited liability company that is a Subsidiary, joint venture or any other like term shall also constitute such a person or entity).

All determinations of fair market value under a Loan Document shall be made by the Borrower in good faith and, if such determination is either (a) consistent with a valuation or opinion of an Independent Financial Advisor, (b) pursuant to a certificate of a Responsible Officer or resolutions of the Board of Directors setting out such fair market value as determined by such Officer or such Board of Directors in good faith or (c) fully disclosed (in reasonable detail) to the Lenders, and neither the Required Lenders have objected to such determination within fifteen Business Days of such disclosure, then such determination shall be conclusive for all purposes under the Loan Documents or related to the Obligations.

Section 1.03. Timing of Payment or Performance. Except as otherwise expressly provided herein, when the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment or performance shall extend to the immediately succeeding Business Day.

Section 1.04. Times of Day. Unless otherwise specified herein, all references herein to times of day shall be references to Local Time.

Section 1.05. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a “Term B Loan”) or by Type (e.g., a “Term SOFR Loan”) or by Class and Type (e.g., a “Term SOFR Term B Loan”). Borrowings also may be classified and referred to by Class (e.g., a “Term B Borrowing”) or by Type (e.g., a “Term SOFR Borrowing”) or by Class and Type (e.g., a “Term SOFR Term B Borrowing”).

Section 1.06. Interest Rates. The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any responsibility or 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 with respect to the determination or implementation of any Conforming Changes. The Administrative Agent shall have no obligation to monitor, determine or verify the unavailability or cession of any reference rate (or other applicable benchmark interest rate), or whether or when there has occurred, or to give notice to any other transaction party of the occurrence of, any date on which such rate may be required to be transitioned or replaced in accordance with the terms of the Loan Documents, applicable law or otherwise. The Administrative Agent shall not be liable for any inability, failure or delay on its part to perform any of its duties set forth in this Agreement or any other Loan Document as a result of the unavailability of any benchmark interest rate, including as a result of any inability, delay, error or inaccuracy on the part of any other party, including without limitation any lenders or the Borrower, in providing any direction, instruction, notice or information required or contemplated by the terms of this Agreement or the other Loan Documents and reasonably required for the performance of such duties. 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 delay, 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 1.07. Divisions. Any reference herein to a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability company (or the unwinding of such a division or allocation), as if it were a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale, disposition or transfer, or similar term, as applicable, to, of or with a separate person. Any division of a limited liability company shall constitute a separate person hereunder (and each division of any limited liability company that is a Subsidiary, joint venture or any other like term shall also constitute such a person or entity).

Section 1.08. Effectuation of Transactions. Each of the representations and warranties with respect to Holdings, the Borrower and any of the Subsidiaries contained in this Agreement (and all corresponding definitions) are made solely after giving pro forma effect to the Transactions, unless the context otherwise requires.

ARTICLE II

The Credits

Section 2.01. Commitments. Subject to the terms and conditions set forth herein:

(a)

(i) On the Closing Date, subject to the terms and conditions set forth herein, each Lender shall be deemed to have made (i) Term B-1 Loans in Dollars to the Borrower in an aggregate principal amount of its Term B-1 Commitment on the Closing Date and (ii) Term B-2 Loans in Dollars to the Borrower in an aggregate principal amount of its Term B-2 Commitment on the Closing Date.

(ii) On the Amendment No. 1 Effective Date, subject to the terms and conditions set forth in Amendment No. 1, each Term B-3 Lender shall make (or be deemed to have made) Term B-3 Loans in Dollars to the Borrower in an aggregate principal amount of its Term B-3 Commitment on the Amendment No. 1 Effective Date.

(b) Each Lender having an Incremental Term Loan Commitment agrees, severally and not jointly, subject to the terms and conditions set forth in the applicable Incremental Assumption Agreement, to make an Other Incremental Term Loan to the Borrower, in an aggregate principal amount not to exceed its Incremental Term Loan Commitment.

(c) Notwithstanding anything to the contrary herein, on or before the date that is 90 days after the Closing Date (or, if any Existing 2027 Term Loan is subject to an Open Trade (as defined in the Transaction Support Agreement) on the date that is 90 days after the Closing Date, the date of settlement of such Open Trade), the Borrower and any Qualified Existing 2027 Term Lender may agree to exchange and fully discharge the Existing 2027 Term Loans of such Qualified Existing 2027 Term Lender through Borrowings of additional Term B Loans in the form of an equal amount of Qualified Joining Lender Term B-1 Loans and Qualified Joining Lender Term B-2 Loans, in each case, deemed made by cashless roll by such Qualified Existing 2027 Term Lender as a Lender under this Agreement (a “Qualified Joining Lender”) on the date of the applicable cashless rolls (the “Qualified Joining Term B Loan Exchange”). A Qualified Existing 2027 Term Lender shall become a Qualified Joining Lender hereunder after the Closing Date by (x) its execution and delivery to the Administrative Agent, the Collateral Agent and the Borrower of a joinder substantially in the form of Exhibit K hereto (a “Qualified Joinder”) and (y) the Borrower paying all accrued and unpaid interest owing to such Qualified Existing 2027 Term Lender at such time in accordance with the terms of the Existing Credit Agreement in respect of the Existing 2027 Term Loans that are exchanged directly into Qualified Joining Lender Term B Loans to such Qualified Existing 2027 Term Lender in cash on the date of the applicable cashless rolls; provided, that the Qualified Joining Term B Loan Exchange shall occur on the date on which each of the foregoing conditions in (x) and (y) is satisfied (it being understood that the Administrative Agent may assume that the condition in (y) has been satisfied on the same date as the condition in (x) has been satisfied, unless the Administrative Agent is otherwise notified in writing by the Borrower or the Qualified Existing 2027 Term Lender) (“Qualified Joining Exchange Date”); provided, further, that if the Qualified Joining Term B Loan Exchange shall occur on a date that is five or less Business Days prior to any Interest Payment Date, the Qualified Joining Exchange Date for such Qualified Joining Term B Loan Exchange shall be the Business Day immediately after such Interest Payment Date. Notwithstanding anything to the contrary herein:

(i) commencing on the Qualified Joining Exchange Date, the Qualified Joining Lender Term B Loans shall be deemed for all purposes hereunder to be: (x) in the case of the Qualified Joining Lender Term B-1 Loans, Term B-1 Loans and (y) in the case of the Qualified Joining Lender Term B-2 Loans, Term B-2 Loans and shall, for the avoidance of doubt, accrue interest at the same rate as, be the same Type of Loan as, have the same stated maturity as and have an Interest Period that is coterminous with, (x) in the case of the Qualified Joining Lender Term B-1 Loans, the Term B-1 Loans deemed made on the Closing Date and (y) in the case of the Qualified Joining Lender Term B-2 Loans, the Term B-2 Loans deemed made on the Closing Date and

(ii) each Qualified Joining Lender automatically irrevocably confirms that all “Obligations” (as defined in the Existing Credit Agreement) in respect of the Existing 2027 Term Loans so exchanged and discharged pursuant to this Section 2.01(c) shall be permanently terminated and released on and from the Qualified Joining Exchange Date.

(d) Term Loans that are repaid or prepaid may not be reborrowed.

Section 2.02. Loans and Borrowings.

(a) Each Term Loan shall be made as part of a Borrowing consisting of Term Loans of the same Class and of the same Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Class. The failure of any Lender to make any Term Loan required to be made by it shall not relieve any other Lender of its obligations hereunder;

provided, that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Subject to Section 2.14, each Borrowing shall be comprised entirely of ABR Loans or Term SOFR Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any ABR Loan or Term SOFR Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan (and in the case of an Affiliate, the provisions of Sections 2.15, 2.16 and 2.17 shall apply to such Affiliate to the same extent as to such Lender); provided, that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement and such Lender shall be otherwise treated as the Lender for all purposes under this Agreement and the other Loan Documents, but shall not be entitled to any amounts payable under Section 2.15 or 2.17 solely in respect of increased costs resulting from such exercise and existing at the time of such exercise.

(c) Borrowings of more than one Type and Class may be outstanding at the same time; provided, that the Borrower shall not be entitled to request any Borrowing or conversion that, if made, and after giving effect to all Borrowings, all conversions of Loans from one Type to another, and all continuations of Loans of the same Type, would result in more than 4 (four) Term SOFR Borrowings outstanding under all Facilities at any time. Borrowings having different Interest Periods, regardless of whether they commence on the same date, shall be considered separate Borrowings.

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing of any Class if the Interest Period requested with respect thereto would end after the Maturity Date of the Facility under which such Borrowing was made.

Section 2.03. Requests for Borrowings.

(a) To request a Term Borrowing, the Borrower shall notify the Administrative Agent by delivering a Borrowing Request (x) in the case of a Term SOFR Borrowing, not later than 11:00 a.m., Local Time, (i) in the case of any Borrowing on the Closing Date, one Business Day before such proposed Borrowing or (ii) in all other cases, two Business Days before the date of the proposed Borrowing or (y) in the case of an ABR Borrowing not later than 12:00 p.m., Local Time, one Business Day before the date of the proposed Borrowing (or such earlier time as the Administrative Agent may agree); provided, that if the Borrower wishes to request Term SOFR Loans having an Interest Period other than one, three or six months in duration as provided in the definition of "Interest Period," the applicable notice must be received by the Administrative Agent not later than 12:00 p.m., Local Time, four Business Days prior to the requested date of such Borrowing, conversion or continuation, whereupon the Administrative Agent shall give prompt notice to the applicable Lenders of such request and the Administrative Agent shall notify the Borrower (which notice may be by telephone) whether or not all of the applicable Lenders have provided their consent to the requested Interest Period no later than 12:00 p.m., Local Time, two Business Days before the requested date of such Borrowing. Each such Borrowing Request shall be irrevocable. Each Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) whether such Borrowing is to be a Borrowing of Term B-1 Loans, Term B-2 Loans, Term B-3 Loans or Other Term Loans of a particular Class, as applicable;

(ii) the aggregate amount of the requested Borrowing;

- (iii) the date of such Borrowing, which shall be a Business Day;
- (iv) whether such Borrowing is to be an ABR Borrowing or a Term SOFR Borrowing;
- (v) in the case of a Term SOFR Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term “Interest Period”; and
- (vi) the location and number of the Borrower’s account to which funds are to be disbursed.

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Term SOFR Borrowing then the Borrower shall be deemed to have selected an Interest Period of one month’s duration. Promptly following receipt of a Borrowing Request in accordance with this Section 2.03, the Administrative Agent shall advise each applicable Lender of the details thereof and of the amount of such Lender’s Loan to be made as part of the requested Borrowing.

Section 2.04. [Reserved].

Section 2.05. [Reserved].

Section 2.06. [Reserved].

Section 2.07. Interest Elections.

(a) Each Borrowing initially shall be of the Type, and under the applicable Class, specified in the applicable Borrowing Request and, in the case of a Term SOFR Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Term SOFR Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. Notwithstanding any other provision of this Section 2.07, the Borrower shall not be permitted to change the Class of any Borrowing.

(b) To make an election pursuant to this Section, the Borrower shall deliver an Interest Election Request to the Administrative Agent by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type and Class resulting from such election to be made on the effective date of such election. Notwithstanding any contrary provision herein, this Section 2.07 shall not be construed to permit the Borrower to (i) elect an Interest Period for Term SOFR Loans that does not comply with Section 2.02(d) or (ii) convert any Borrowing to a Borrowing of a Type not available under the Class of Commitments or Loans pursuant to which such Borrowing was made.

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

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

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

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Term SOFR Borrowing; and

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

If any such Interest Election Request requests a Term SOFR Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. If less than all the outstanding principal amount of any Borrowing shall be converted or continued, then each resulting Borrowing shall be in an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum and satisfy the limitations specified in Section 2.02(c) regarding the maximum number of Borrowings of the relevant Type.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender to which such Interest Election Request relates of the details thereof.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Term SOFR Borrowing prior to the end of the Interest Period applicable thereto or with respect to the Term B Loans prior to the Closing Date, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing, then, at the election of the Administrative Agent (acting at the direction of the Required Lenders) (i) no outstanding Borrowing may be converted to or continued as a Term SOFR Borrowing and (ii) unless repaid, each Term SOFR Borrowing shall be converted to an ABR Borrowing at the end of the then-current Interest Period thereof.

Section 2.08. [Reserved].

Section 2.09. Repayment of Loans; Evidence of Debt.

(a) The Borrower hereby unconditionally promise to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Term Loan of such Lender as provided in Section 2.10.

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

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

(d) The entries made in the accounts maintained pursuant to clause (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided, that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement. In the event of any inconsistency between the entries made pursuant to paragraphs (b) and (c) of this Section, the accounts maintained by the Administrative Agent pursuant to paragraph (c) of this Section shall control.

(e) Any Lender may request that Loans made by it be evidenced by a promissory note (a "Note"). In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in the form attached hereto as Exhibit H, or in another form approved by such Lender and the Borrower in their sole discretion. Thereafter, unless otherwise agreed to by the applicable Lender, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the payee named therein (or, if requested by such payee, to such payee and its registered assigns).

Section 2.10. Repayment of Term Loans and Prepayment Procedures.

(a) Subject to the other clauses of this Section 2.10 and to Section 9.08(f),

(i) the Borrower shall repay principal of outstanding Term B-1 Loans on the Term B-1 Maturity Date in an aggregate principal amount equal to the then unpaid principal amount of such Term B-1 Loans outstanding;

(ii) the Borrower shall repay principal of outstanding Term B-2 Loans on the Term B-2 Maturity Date in an aggregate principal amount equal to the then unpaid principal amount of such Term B-2 Loans outstanding;

(iii) the Borrower shall repay principal of outstanding Term B-3 Loans on the Term B-3 Maturity Date in an aggregate principal amount equal to the then unpaid principal amount of such Term B-3 Loans outstanding;

(iv) in the event that any Other Term Loans are made, the Borrower shall repay such Other Term Loans on the dates and in the amounts set forth in the related Incremental Assumption Agreement, Extension Amendment or Refinancing Amendment (each such date being referred to as an "Other Term Loan Installment Date"); and

(v) to the extent not previously paid, all outstanding Term Loans shall be due and payable on the applicable Term Facility Maturity Date.

(b) [Reserved].

(c) Notwithstanding anything herein to the contrary:

(i) any mandatory prepayment of Term Loans pursuant to Section 2.11 shall be applied so that the aggregate amount of such prepayment is allocated among all Classes of outstanding Term Loans pro rata based on the aggregate principal amount of each Class of outstanding Term Loans, if any, to reduce amounts due on the succeeding Term Loan Installment Dates, if any, for such Classes and/or to repay the principal amount thereof if no such Term Loan Installment Dates exist for the applicable Class or to the extent such amounts are reduced to zero pursuant to prepayments applied pursuant to this sentence; provided, that, subject to the pro rata application to Term Loans outstanding within any respective Class of Term Loans, with respect to mandatory prepayments of Term Loans pursuant to Section 2.11, any Class of Other Term Loans may receive less than its pro rata share thereof (as a result of any Declined Prepayment Amount or to the extent the respective Class receiving less than its pro rata share has consented thereto) so long as the amount by which its pro rata share exceeds the amount actually applied to such Class is applied to repay (on a pro rata basis) the outstanding Term B Loans and any other Classes of then outstanding Other Term Loans; and

(ii) any mandatory prepayment of Term Loans pursuant to Section 2.11(b) shall be applied by the Borrower so that the aggregate amount of such prepayment is allocated among (x) the Term Loans and (y) any Other First Lien Debt (or any Permitted Refinancing Indebtedness in respect thereof that is secured on a pari passu basis with the Obligations) that requires mandatory prepayment or repurchase from any Net Proceeds, in the case of clauses (x) and (y), pro rata based on the aggregate principal amount of the Term Loans and such Other First Lien Debt outstanding (or, in the discretion of the Borrower, on a basis that results in a greater than pro rata paydown for the Term Loans) (provided, that in respect of the Net Proceeds of the kind described in clauses (d), (e), (f) and (g) of the definition thereof, to the extent the holders of Other First Lien Debt decline to have such Indebtedness repurchased, repaid or prepaid with the amount of any such Net Proceeds, the declined amount of such Net Proceeds shall promptly (and, in any event, within five (5) Business Days after the date of such rejection) be applied to prepay the Term Loans in accordance with the terms hereof (to the extent such amount of such Net Proceeds would otherwise have been required to be applied if such Other First Lien Debt was not then outstanding)).

Any optional prepayments of the Term Loans pursuant to Section 2.11(a) shall be applied to the remaining installments of the Term Loans under the applicable Class or Classes as the Borrower may in each case direct.

Prior to any prepayment of any Loan under any Facility hereunder, the Borrower shall select the Borrowing or Borrowings under the applicable Facility to be prepaid and shall notify the Administrative Agent of such selection not later than (i) 11:00 a.m., Local Time, in the case of an ABR Borrowing, on at least one Business Day before the scheduled date of such prepayment and (ii) 2:00 p.m., Local Time, in the case of a Term SOFR Borrowing, at least three Business Days before the scheduled date of such prepayment (or, in each case, such shorter period acceptable to the Administrative Agent). Each such notice shall be irrevocable; provided, that a notice of prepayment may state that such notice is conditioned upon the effectiveness of other credit facilities, indentures or similar agreements or other transactions, 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 is not satisfied. Each repayment of a Borrowing shall be applied ratably to the Loans included in the repaid Borrowing. All repayments of Loans shall be

accompanied by (A) accrued interest on the amount repaid to the extent required by Section 2.13(d) and (B) break funding payments pursuant to Section 2.16.

(d) The Borrower shall notify the Administrative Agent in writing of any mandatory prepayment of Term Loans required to be made pursuant to Section 2.11(b), 2.11(d) or 2.11(e) at least three (3) Business Days prior to the date of such prepayment. Each such notice shall specify the date of such prepayment and provide a reasonably detailed calculation of the amount of such prepayment. The Administrative Agent will promptly notify each Term Lender of the contents of any such prepayment notice and of such Term Lender's ratable portion of such prepayment (based on such Lender's pro rata share of each relevant Class of the Term Loans). Any Term Lender (a "Declining Term Lender") may elect, by delivering written notice to the Administrative Agent and the Borrower no later than 5:00 p.m. one (1) Business Day after the date of such Term Lender's receipt of notice from the Administrative Agent regarding such prepayment, that the full amount of any mandatory prepayment otherwise required to be made with respect to the Term Loans held by such Term Lender pursuant to Section 2.11(b), 2.11(d) or 2.11(e) not be made (the aggregate amount of such prepayments declined by the Declining Term Lenders, the "Declined Prepayment Amount"). If a Term Lender fails to deliver notice setting forth such rejection of a prepayment to the Administrative Agent within the time frame specified above or such notice fails to specify the principal amount of the Term Loans to be rejected, any such failure will be deemed an acceptance of the total amount of such mandatory prepayment of Term Loans. Any Declined Prepayment Amount which would otherwise have been applied to such Term Loans of the Declining Term Lenders shall instead be retained by the Borrower.

Section 2.11. Prepayment of Loans.

(a) The Borrower shall have the right at any time and from time to time to prepay any Loan in whole or in part, without premium or penalty (subject to Section 2.16 and prior notice in accordance with the provisions of Section 2.10(c)), in an aggregate principal amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum or, if less, the amount outstanding, subject to prior notice in accordance with the first sentence of Section 2.10(d). Any prepayment of Term B-3 Loans made on or prior to the date that is six months after the Closing Date in connection with a Repricing Event shall be accompanied by the payment of the fee set forth in Section 2.12(c).

(b) The Borrower shall apply

(i) all Net Proceeds (other than Net Proceeds of the kind described in the following clause (ii)) within five (5) Business Days (or, in the case of Other First Lien Debt that requires mandatory prepayment or repurchase from any Net Proceeds, within the period set forth in the documentation governing such Other First Lien Debt) after receipt thereof to prepay Term Loans in accordance with clauses (c) and (d) of Section 2.10; provided, that Net Proceeds of the kind described in clauses (d), (e), (f) and (g) of the definition thereof that are required to prepay the Term Loans and (if applicable) Other First Lien Debt shall be reduced dollar-for-dollar by the amount of Net Proceeds applied to prepay, repurchase, redeem or otherwise discharge the Second Lien Notes and other Indebtedness for borrowed money secured by a Junior Lien in accordance with the following proviso; provided, further, that the Borrower may deliver a certificate of a Responsible Officer of the Borrower to the Administrative Agent promptly following receipt of any such Net Proceeds setting forth the Borrower's intention to apply an amount equal to all or any portion of such Net Proceeds to prepay, repurchase, redeem

or otherwise discharge the Second Lien Notes or other Indebtedness for borrowed money secured by a Junior Lien and shall have 90 days to apply such amount in such manner; provided, further, that if all or a portion of such amount is not so applied by such 90th day or is no longer intended to be or cannot be so applied in such manner at any time after delivery of such certificate, all or such portion of such amount shall be applied in accordance with clauses (c) and (d) of Section 2.10 within five (5) Business Days after such 90th day or the Borrower reasonably determining that such Net Proceeds are no longer intended to be or cannot be so applied, as applicable, and, and

(ii) all Net Proceeds from any issuance or incurrence of Refinancing Notes and Refinancing Term Loans (other than solely by means of extending or renewing then-existing Refinancing Notes or Refinancing Term Loans without resulting in any Net Proceeds) no later than three (3) Business Days after the date on which such Refinancing Notes and Refinancing Term Loans are issued or incurred, to prepay Term Loans in accordance with Section 2.23 and the definition of “Refinancing Notes” (as applicable).

Notwithstanding anything to the contrary in this Section 2.11(b) or elsewhere in this Agreement, to the extent that (A) any or all of the Net Proceeds of any Asset Sale or Recovery Event by a Foreign Subsidiary are prohibited by any Requirement of Law from being loaned, distributed or otherwise transferred to the Borrower or any Domestic Subsidiary or materially adverse consequences to (including any material Tax incurred by) the Borrower or any of its Affiliates would result therefrom or (B) any or all of the Net Proceeds of any Asset Sale or Recovery Event by a Foreign Subsidiary are prohibited from being transferred to the Borrower for application in accordance with this Section 2.11(b) by any applicable organizational documents, joint venture agreement, shareholder agreement, or similar agreement or any other contractual obligation with an unaffiliated third party (including any agreement governing Indebtedness) that was not created in contemplation of such Asset Sale or Recovery Event, then in each case an amount equal to the portion of such Net Proceeds so affected will not be required to be applied as provided in this Section 2.11(b) so long as, but only so long as, such materially adverse consequences or prohibitions exist and once such materially adverse consequences or prohibitions are no longer applicable, an amount equal to such Net Proceeds will be promptly applied to the repayment of the Term Loans pursuant this Section 2.11(b) (the Borrower hereby agreeing to cause the applicable Subsidiary to promptly use commercially reasonable efforts to take all actions within the reasonable control of the Borrower that are reasonably required to eliminate or mitigate such materially adverse consequences or prohibitions, as the case may be).

(c) [Reserved].

(d) Upon the occurrence of a Change of Control Triggering Event, the Borrower shall within thirty (30) days of such occurrence notify the Administrative Agent thereof and prepay the Term Loans not later than thirty (30) Business Days following such notification; provided, that (i) at the expiration of such thirty (30) Business Day period, the Administrative Agent shall notify the Borrower of the required amount of such prepayment (as reduced by any portion thereof which has been rejected by Declining Term Lenders pursuant to Section 2.10(d)) and the Borrower shall immediately prepay the Term Loans in such amount in accordance with clause (f) below and (ii) the Borrower shall also pay, on the date of such prepayment, to each Lender receiving such prepayment a fee equal to 1.00% of the principal amount of the Term Loans prepaid to such Lender.

(e) Not fewer than thirty (30) days prior to any payment or prepayment of any principal amount of the Loan Proceeds Note, the Borrower shall notify the Administrative Agent thereof and shall, on the date of such payment or prepayment, subject to Section 2.10(d), prepay

the Term Loans at a price equal to the principal amount of the Term Loans together with accrued and unpaid interest; provided, that (i) on the date of such payment or prepayment of the Loan Proceeds Note, the Administrative Agent shall notify the Borrower of the required amount of such prepayment (as reduced by any portion thereof which has been rejected by Declining Term Lenders pursuant to Section 2.10(d)) and (ii) the Borrower shall immediately prepay the Term Loans in such amount in accordance with clause (f) below; provided, further, that, if at any time the principal amount of the Loan Proceeds Note is greater than the aggregate principal amount of the Term Loans, Holdings (or any successor obligor under the Loan Proceeds Note) may repay or forgive or waive an amount of the Loan Proceeds Note equal to such excess without complying with this Section 2.11(e). Notwithstanding the foregoing, any amount required to be applied to the Loans pursuant to this Section 2.11(e) shall be applied ratably among the Term Loans, and, to the extent required by the terms of any Other First Lien Debt, the principal amount of such Other First Lien Debt then outstanding, and the prepayment of the Term Loans required pursuant to this Section 2.11(e) shall be reduced accordingly.

(f) Prepayments pursuant to this Section 2.11 shall be in accordance with the procedures specified in clauses (c) and (d) of Section 2.10 (including, for the avoidance of doubt, that Term Lenders may decline such prepayments and the Borrower may retain any Declined Prepayment Amount).

Section 2.12. Fees.

(a) The Borrower agrees to pay to the Administrative Agent, for the account of the Administrative Agent, the fees and other amounts as set forth in the Administrative Agent Fee Letter, in the amounts and, at the times specified therein until the Facilities under this Agreement have been terminated in full (the “Administrative Agent Fees”).

(b) The Borrower agrees to pay to the Collateral Agent, for the account of the Collateral Agent, the fees and other amounts as set forth in the Collateral Agent Fee Letter, in the amounts and, at the times specified therein until the Facilities under this Agreement have been terminated in full (the “Collateral Agent Fees”).

(c) At the time of the effectiveness of any Repricing Event that is consummated during the period commencing on the Amendment No. 1 Effective Date and ending on the day immediately prior to the date that is six months after the Amendment No. 1 Effective Date, the Borrower agrees to pay to the Administrative Agent, for the ratable account of each Lender with Term B-3 Loans that are either repaid, converted or subjected to a pricing reduction in connection with such Repricing Event (including each Lender that withholds its consent to such Repricing Event and is replaced as a Non-Consenting Lender under Section 2.19), a fee in an amount equal to 1.00% of (i) in the case of a Repricing Event described in clause (a) of the definition thereof, the aggregate principal amount of all Term B-3 Loans prepaid (or converted) in connection with such Repricing Event and (ii) in the case of a Repricing Event described in clause (b) of the definition thereof, the aggregate principal amount of all Term B-3 Loans outstanding on such date that are subject to an effective pricing reduction pursuant to such Repricing Event. Such fees shall be earned, due and payable upon the date of the effectiveness of such Repricing Event.

(d) All fees payable under any Loan Document to the Lenders shall be paid on the dates due, in Dollars and immediately available funds, directly to the Administrative Agent or the Collateral Agent or any other person to which such fees are due. Once paid, no fees shall be refundable under any circumstances.

Section 2.13. Interest.

(a) The Loans comprising each ABR Borrowing shall bear interest at the ABR plus the Applicable Margin.

(b) The Loans comprising each Term SOFR Borrowing shall bear interest at Term SOFR for the Interest Period in effect for such Borrowing plus the Applicable Margin.

(c) Notwithstanding the foregoing, if any principal of or interest on any Loan or any Fees or other amount payable by the Borrower hereunder or under any other Loan Document is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2% plus the rate otherwise applicable to such Loan as provided in the preceding clauses of this Section 2.13 or (ii) in the case of any other overdue amount, 2% plus the rate applicable to ABR Loans as provided in clause (a) of this Section; provided, that this clause (c) shall not apply to any Event of Default that has been waived by the Lenders pursuant to Section 9.08.

(d) Accrued interest on each Loan shall be payable in arrears (i) on each Interest Payment Date for such Loan, (ii) [reserved] and (iii) in the case of the Term Loans, on the applicable Term Facility Maturity Date; provided, that (A) interest accrued pursuant to clause (c) of this Section 2.13 shall be payable on demand, (B) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment, (C) in the event of any conversion of any Term SOFR Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion and (D) any Loan that is repaid on the same day on which it is made shall bear interest for one day.

(e) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the ABR shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). ABR and Term SOFR shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

Section 2.14. Alternate Rate of Interest.

(a) Inability to Determine Rates. If in connection with any request for a Term SOFR Loan or a conversion of ABR Loans to Term SOFR Loans or a continuation of any of such Loans, as applicable, the Borrower or the Administrative Agent (in respect of clause (B) below) or the Required Lenders (in respect of clause (C) below) reasonably determine in good faith based on the prevailing industry standard at the time of any such determination that (A) no Successor Rate has been determined in accordance with Section 2.14(b), and the circumstances under clause (i) of Section 2.14(b) or the Scheduled Unavailability Date has occurred, (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 ABR Loan, or (C) 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 each Lender.

Thereafter, (x) the obligation of the Lenders to make or maintain Term SOFR Loans, or to convert ABR 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 ABR, the utilization of the Term SOFR component in determining ABR shall be suspended, in each case until the Administrative Agent (upon instruction of the Required Lenders) revokes such notice.

Upon receipt of such notice, (x) 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 ABR Loans in the amount specified therein and (y) any outstanding Term SOFR Loans shall be deemed to have been converted to ABR Loans immediately at the end of their respective applicable Interest Period.

(b) Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, if the Administrative Agent determines in good faith (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 in good faith, that:

(i) adequate and reasonable means do not exist for ascertaining one month, three month and six month interest periods of Term SOFR, 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 representative or made available, or permitted to be used for determining the interest rate of 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 widely acceptable by the marketplace as reasonably determined by the Borrower in good faith, that will continue to provide such representative 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 representative or available permanently or indefinitely, the "Scheduled Unavailability Date");

then, on a date and time reasonably determined by the Borrower in good faith (any such date, the "Term SOFR Replacement Date"), 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 Loan Document with Daily Simple SOFR for any payment period for interest calculated that can be determined by the Administrative Agent (to the extent administratively feasible to 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 Loan Document (the "Successor Rate").

If the Successor Rate is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

Notwithstanding anything to the contrary herein, (x) if the Borrower or the Administrative Agent reasonably determines in good faith that Daily Simple SOFR is not available on or prior to the Term SOFR Replacement Date or the Administrative Agent determines that Daily Simple SOFR is not administratively feasible to the Administrative Agent, or (y) if the events or circumstances of the type described in Section 2.14(b)(i) or (ii) have occurred with respect to the Successor Rate then in effect, then in each case, the Borrower may amend this Agreement solely for the purpose of replacing Term SOFR or any then-current Successor Rate in accordance with this Section 2.14 at the end of any Interest Period, relevant interest payment date or payment period for interest calculated, as applicable, with an alternative benchmark rate giving due consideration to any evolving or then existing convention for similar Dollar denominated credit facilities syndicated and agented in the United States for such alternative benchmark and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for similar Dollar denominated credit facilities syndicated and agented in the United States for such benchmark, which adjustment or method of calculating such adjustment shall be published on an information service as reasonably selected by the Borrower in good faith from time to time in its reasonable discretion and may be periodically updated; provided, that such rate, and the related amendments, are administratively feasible to the Administrative Agent. For the avoidance of doubt, any such proposed rate and adjustments, shall constitute a “Successor Rate”. Any such amendment shall become effective at 5:00 p.m. New York time on the fifth Business Day after the Administrative Agent shall have posted such proposed amendment to all Lenders unless, prior to such time, Lenders comprising the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders object to such amendment.

In determining or implementing any Successor Rate, the Borrower will in good faith give due consideration to industry practice, whether any proposed determination or implementation would reasonably be expected to have a material adverse effect on the Lenders and whether any proposed determination or implementation would cause a “significant modification” of any Loan within the meaning of Treasury Regulations Section 1.1001-3(b).

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 Required Lenders and administratively feasible to the Administrative Agent.

Notwithstanding anything else herein, if at any time any Successor Rate as so determined would otherwise be less than 2.00%, the Successor Rate will be deemed to be 2.00% for the purposes of this Agreement and the other Loan Documents.

In connection with the implementation of a Successor Rate, the Borrower will have the right to make reasonable Conforming Changes in good faith from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement; provided that, with respect to any such amendment effected, such amendment shall become effective at 5:00 p.m. New York time on the fifth Business Day after

the Administrative Agent shall have posted such proposed amendment to all Lenders unless, prior to such time, Lenders comprising the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders object to such amendment.

(c) For purposes of this Section 2.14, 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 2.15. Increased Costs.

(a) 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 by, any Lender; or

(ii) subject the Administrative Agent or any Lender to any Tax (other than (A) Indemnified Taxes and Other Taxes indemnifiable under Section 2.17 or (B) Excluded Taxes); or

(iii) impose on any Lender any other condition, cost or expense (other than Taxes) affecting this Agreement or Term SOFR Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan or of maintaining its obligation to make any such Loan or to reduce the amount of any sum received or receivable by such Lender hereunder, whether of principal, interest or otherwise, then the applicable Borrower will pay to the Administrative Agent or such Lender, as applicable, such additional amount or amounts as will compensate the Administrative Agent or such Lender, as applicable, for such additional costs incurred or reduction suffered.

(b) If any Lender determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans or Commitments made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy and liquidity), then from time to time the Borrower shall pay to such Lender, as applicable, such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as applicable, as specified in clause (a) or (b) of this Section shall be delivered to the Borrower and shall be conclusive absent manifest error; provided, that any such certificate claiming amounts described in clause (x) or (y) of the definition of "Change in Law" shall, in addition, state the basis upon which such amount has been calculated and certify that such Lender's demand for payment of such costs hereunder, and such method of allocation is not inconsistent with its treatment of other borrowers, which as a credit matter, are similarly situated to the Borrower and which are subject to similar provisions. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Promptly after any Lender has determined that it will make a request for increased compensation pursuant to this Section 2.15, such Lender shall notify the Borrower thereof. Failure or delay on the part of any Lender to demand compensation pursuant to this Section 2.15 shall not constitute a waiver of such Lender's right to demand such compensation; provided, that the Borrower shall not be required to compensate a Lender pursuant to this Section 2.15 for any increased costs or reductions incurred more than 180 days prior to the date that such Lender, as applicable, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided, further, that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 2.16. Break Funding Payments. In the event of (a) the payment of any principal of any Term SOFR Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or as a result of any prepayment pursuant to Section 2.10 or 2.11), (b) the conversion of any Term SOFR Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Term SOFR Loan on the date specified in any notice delivered pursuant hereto (whether or not such notice may be revoked under Section 2.10(c)) or (d) the assignment of any Term SOFR Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.19, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. Such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender (it being understood that the deemed amount shall not exceed the actual amount) to be the excess, if any, of (i) the amount of interest that would have accrued on the principal amount of such Loan had such event not occurred, at Term SOFR that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest that would accrue on such principal amount for such period at Term SOFR at the commencement of such period with a tenor of at least as long as such period. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.16 shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

Section 2.17. Taxes.

(a) Any and all payments made by or on behalf of a Loan Party under this Agreement or any other Loan Document shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes; provided, that if a Loan Party, the Administrative Agent or any other withholding agent shall be required by applicable Requirement of Law to deduct or withhold any Taxes with respect to such payments, then (i) the applicable withholding agent shall make such deductions or withholdings as are reasonably determined by the applicable withholding agent to be required by any applicable Requirement of Law, (ii) the applicable withholding agent shall timely pay the full amount deducted or withheld to the relevant Governmental Authority within the time allowed and in accordance with applicable Requirements of Law, and (iii) to the extent withholding or deduction is required to be made on account of Indemnified Taxes or Other Taxes, the sum payable by the Loan Party shall be increased as necessary so that after all required deductions and withholdings have been made (including deductions or withholdings applicable to additional sums payable under this Section 2.17) each 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 or withholdings been made. After any

payment of Taxes by any Loan Party to a Governmental Authority as provided in this Section 2.17, as promptly as possible thereafter, the Borrower shall deliver to the Administrative Agent a copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by applicable Requirements of Law to report such payment or other evidence of such payment reasonably satisfactory to the Borrower.

(b) The Borrower shall timely pay any Other Taxes imposed on or incurred by the Administrative Agent or any Lender to the relevant Governmental Authority in accordance with applicable Requirements of Law.

(c) The Borrower shall, without duplication of any additional amounts paid pursuant to Section 2.17(a)(iii) or any amounts paid pursuant to Section 2.17(b), indemnify and hold harmless the Administrative Agent and each Lender within fifteen (15) Business Days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes imposed on the Administrative Agent or such Lender, as applicable, as the case may be (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.17), and any 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 setting forth in reasonable detail the basis and calculation of the amount of such payment or liability delivered to the Borrower by a Lender or by the Administrative Agent (as applicable) shall be conclusive absent manifest error.

(d) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments under this Agreement shall deliver to the Borrower (with a copy to the Administrative Agent), at the time(s) and in the manner(s) reasonably requested by the Borrower or the Administrative Agent such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding sentence, the completion, execution and submission of such documentation shall only be required to the extent the relevant Lender is legally eligible to do so.

Each person that shall become a Participant pursuant to Section 9.04 or a Lender pursuant to Section 9.04 shall, upon the effectiveness of the related transfer, be required to provide all the forms and statements required pursuant to this Section 2.17(d) and Section 2.17(f); provided, that a Participant shall furnish all such required forms and statements to the participating Lender.

(i) Without limiting the foregoing, each Lender and Administrative Agent that is a U.S. Person, shall deliver on or prior to the date such Lender or Administrative Agent becomes party to this Agreement and at the time(s) reasonably requested by the Borrower or the Administrative Agent, to the Borrower and the Administrative Agent (as applicable) two properly completed and duly executed copies of United States Internal Revenue Form W-9 or any successor form, certifying that such person is exempt from United States federal backup withholding Tax on payments made hereunder.

(ii) Without limiting the foregoing:

(A) any Foreign Lender shall, to the extent it is legally eligible to do so, deliver to the Borrower and the Administrative Agent on or prior to the date on which such Foreign Lender becomes a party to this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), two of whichever of the following is applicable:

(1) in the case of a Foreign Lender (or, if such Foreign Lender is disregarded as an entity separate from its owner for U.S. federal income tax purposes, the person treated as its owner for U.S. federal income tax purposes) eligible for the benefits of an income tax treaty to which the United States is a party, properly completed and duly executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E, whichever is applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to such Tax treaty;

(2) properly completed and duly executed copies of IRS Form W-8ECI with respect to such Foreign Lender (or, if such Foreign Lender is disregarded as an entity separate from its owner for U.S. federal income tax purposes, with respect to the person treated as its owner for U.S. federal income tax purposes);

(3) in the case of a Foreign Lender (or, if such Foreign Lender is disregarded as an entity separate from its owner for U.S. federal income tax purposes, the person treated as its owner for U.S. federal income tax purposes) entitled to the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit J-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code and that no payments under any Loan Document are effectively connected with the Foreign Lender’s conduct of a trade or business in the United States (a “U.S. Tax Compliance Certificate”) and (y) properly completed and duly executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E, whichever is applicable; or

(4) to the extent a Foreign Lender (or, if such Foreign Lender is disregarded as an entity separate from its owner for U.S. federal income tax purposes, the person treated as its owner for U.S. federal income tax purposes) is not the beneficial owner of such payments (for example, where such Foreign Lender is a partnership or a participating Lender), properly completed and duly executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or IRS Form W-8BEN-E, whichever is applicable, a U.S. Tax Compliance Certificate substantially in the form of Exhibit J-3 or Exhibit J-4, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided, that if the Foreign Lender is a partnership (and not a participating Lender) and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit J-2 on behalf of such direct and indirect partner(s).

(iii) Each Lender (A) shall promptly notify the Borrower and the Administrative Agent of any change in circumstance which would modify or render invalid any claimed exemption or reduction, and (B) agrees that if any documentation it previously delivered pursuant to this Section 2.17 expires or becomes inaccurate in any respect, it shall promptly (x) update such documentation or (y) notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(e) If any Lender or the Administrative Agent, as applicable, determines in good faith that it has received a refund of an Indemnified Tax or Other Tax for which it has been indemnified by a Loan Party pursuant to this Section 2.17 (or for which any Loan Party has paid additional amounts pursuant to this Section 2.17), then the Lender or the Administrative Agent, as the case may be, shall reimburse the Loan Party for such amount (net of all reasonable out-of-pocket expenses of such Lender or the Administrative Agent, as the case may be, and without interest other than any interest received thereon from the relevant Governmental Authority with respect to such refund) as the Lender or Administrative Agent, as the case may be, determines in good faith to be the portion of the refund as will leave it, after such reimbursement, in no better or worse position (taking into account expenses or any Taxes imposed on the refund) than it would have been in if the Indemnified Tax or Other Tax giving rise to such refund had not been imposed in the first instance; provided, that the Loan Party, upon the request of the Lender or the Administrative Agent shall repay the amount paid over to the Loan Party (plus any penalties, interest (solely with respect to the time period during which the Loan Party actually held such funds, except to the extent that the refund was initially claimed at the written request of such Loan Party) or other charges imposed by the relevant Governmental Authority) to the Lender or the Administrative Agent in the event the Lender or the Administrative Agent is required to repay such refund to such Governmental Authority. In such event, such Lender or the Administrative Agent, as the case may be, shall, at the Borrower's request, provide the Borrower with a copy of any notice of assessment or other evidence of the requirement to repay such refund received from the relevant Governmental Authority (provided, that such Lender or the Administrative Agent may delete any information therein that it deems confidential). A Lender or the Administrative Agent shall claim any refund that it determines is available to it, unless it concludes in its reasonable discretion that it would be adversely affected by making such a claim. No Lender nor the Administrative Agent shall be obliged to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to any Loan Party in connection with this clause (e) or any other provision of this Section 2.17.

(f) If a payment made to any Lender or any Agent under this Agreement or any other Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender or such Agent were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender or such Agent shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA, to determine whether such Lender has or has not complied with such Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this Section 2.17(f), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(g) The agreements in this Section 2.17 shall survive the termination of this Agreement, the resignation or replacement of the Administrative Agent, any assignment of rights by or the replacement of a lender, and the payment, satisfaction, or discharge of the Loans and all other amounts payable under any Loan Document.

For purposes of this Section 2.17, the term “Requirements of Law” includes FATCA.

Section 2.18. Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) Unless otherwise specified, the Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or of amounts payable under Sections 2.15, 2.16 or 2.17, or otherwise) prior to 2:00 p.m., Local Time, on the date when due, in immediately available funds, without condition or deduction for any defense, recoupment, set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent to the applicable account designated to the Borrower by the Administrative Agent, except that payments pursuant to Sections 2.15, 2.16, 2.17 and 9.05 shall be made directly to the persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other person to the appropriate recipient promptly following receipt thereof. Except as otherwise expressly provided herein, if any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments made under the Loan Documents shall be made in Dollars. Any payment required to be made by the Administrative Agent hereunder shall be deemed to have been made by the time required if the Administrative Agent shall, at or before such time, have taken the necessary steps to make such payment in accordance with the regulations or operating procedures of the clearing or settlement system used by the Administrative Agent to make such payment.

(b) With respect to any ABR Loans and any Term SOFR Loans, the Administrative Agent shall not be obligated to distribute funds received by the Administrative Agent from the Borrower for any payment to any Lender on any Interest Payment Date or any other date of payment until such time as the Administrative Agent has been able to onboard such Lender into its loan system. The Administrative Agent agrees to use commercially reasonable efforts to onboard all Lenders into its loan system as promptly as practicable after the Closing Date and agrees to distribute any such amounts received by it from the Borrower in respect of any payments as promptly as practicable after a Lender has been so onboarded. Each Lender hereby acknowledges and agrees that such amounts received by the Administrative Agent may be distributed after an Interest Payment Date or any other date on which such payment is due in accordance with the foregoing, and hereby waives any claims against the Administrative Agent for any use of funds or delays related to such payments.

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of, or interest on, any of its Term Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Term Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Term Loans of such Class of such other Lenders to the extent necessary so that the benefit of all such payments shall be shared by all such Lenders ratably in accordance with the principal amount of each such Lender’s respective Term Loans and accrued interest thereon; provided, that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is

recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest and (ii) the provisions of this clause (c) shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant. The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the relevant 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 (without obligation), in reliance upon such assumption, distribute to the relevant Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the relevant Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) Subject to Section 2.24, if any Lender shall fail to make any payment required to be made by it pursuant to Section 2.18(d), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid and/or (ii) hold any such amounts in a segregated account as cash collateral for, and application to, any future funding obligations of such Lender under any such Section 2.18; in the case of each of clauses (i) and (ii) above, in any order as determined by the Administrative Agent in its discretion.

Section 2.19. Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.15, or if 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 2.17 or mitigate the applicability of Section 2.20 or any event that gives rise to the operation of Section 2.20, 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 2.15 or 2.17, as applicable, in the future and (ii) would not subject such Lender to any material unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender in any material respect. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If (i) any Lender requests compensation under Section 2.15 (in excess of that being charged by other Lenders under the applicable Facility) or gives notice under Section 2.20, (ii) 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 2.17, or (iii) any Lender is a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require any such Lender to assign and delegate, without recourse (in

accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under the Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided, that

(A) [reserved],

(B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder 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 2.15, payments required to be made pursuant to Section 2.17 or a notice given under Section 2.20, such assignment will result in a reduction in such compensation or payments and

(D) such assignment does not conflict with any applicable Requirement of Law.

A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Nothing in this Section 2.19 shall be deemed to prejudice any rights that the Borrower may have against any Lender that is a Defaulting Lender. No action by or consent of the removed Lender shall be necessary in connection with such assignment, which shall be immediately and automatically effective upon payment of such purchase price. In connection with any such assignment the Borrower, such removed Lender and the replacement Lender shall otherwise comply with Section 9.04, provided, that if such removed Lender does not comply with Section 9.04 within one Business Day after the Borrower's request, compliance with Section 9.04 (but only on the part of the removed Lender) shall not be required to effect such assignment.

(c) If any Lender (such Lender, a "Non-Consenting Lender") has failed to consent to a proposed amendment, waiver or consent which pursuant to the terms of Section 9.08 requires the consent of all Lenders or all of the Lenders adversely affected and with respect to which the Required Lenders shall have granted their consent, then the Borrower shall have the right (unless such Non-Consenting Lender grants such consent) at its sole expense (including with respect to the processing and recordation fee referred to in Section 9.04(b)(ii)(C)) to replace such Non-Consenting Lender by requiring such Non-Consenting Lender to (and any such Non-Consenting Lender agrees that it shall, upon the Borrower's request) assign its Loans and its Commitments (or, at the Borrower's option, the Loans and Commitments under the Facility that is the subject of the proposed amendment, waiver or consent) hereunder to one or more assignees; provided, that:

(i) all Loan Obligations of the Borrower owing to such Non-Consenting Lender being replaced in respect of the assigned interest shall be paid in full in same day funds to such Non-Consenting Lender concurrently with such assignment,

(ii) the replacement Lender shall purchase the foregoing by paying to such Non-Consenting Lender a price equal to the principal amount thereof plus accrued and

unpaid interest thereon and the Borrower shall pay any amount required by Section 2.16, if applicable, and

(iii) the replacement Lender shall grant its consent with respect to the applicable proposed amendment, waiver or consent.

No action by or consent of the Non-Consenting Lender shall be necessary in connection with such assignment, which shall be immediately and automatically effective upon payment of such purchase price. In connection with any such assignment the Borrower, such Non-Consenting Lender and the replacement Lender shall otherwise comply with Section 9.04; provided, that if such Non-Consenting Lender does not comply with Section 9.04 within one Business Day after the Borrower's request, compliance with Section 9.04 (but only on the part of the Non-Consenting Lender) shall not be required to effect such assignment.

Section 2.20. Illegality. If any Lender reasonably determines that any Change in Law has made it unlawful, or that any Governmental Authority has asserted after the Closing Date that it is unlawful, for any Lender or its applicable lending office to make, maintain or fund any Term SOFR Loans, or to determine or charge interest rates based upon Term SOFR, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, (a) any obligations of such Lender to make or continue Term SOFR Loans or to convert ABR Borrowings to Term SOFR Borrowings shall be suspended and (b) if such notice asserts the illegality of such Lender making or maintaining ABR Loans the interest rate on which is determined by reference to the Term SOFR component of the ABR, the interest rate on which ABR Loans of such Lender shall be determined by the Administrative Agent without reference to the Term SOFR component of the ABR, 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, (x) the Borrower shall upon demand from such Lender (with a copy to the Administrative Agent), convert all Term SOFR Borrowings of such Lender to ABR Borrowings (the interest rate on such ABR Loans of such Lender shall be determined by the Administrative Agent without reference to the Term SOFR component of the ABR), either on the last day of the Interest Period therefor, if the Administrative Agent is advised in writing by such Lender that it may lawfully continue to maintain such Term SOFR Borrowings to such day, or immediately, if the Administrative Agent is advised in writing by such Lender that it may not lawfully continue to maintain such Loans and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon Term SOFR, the Administrative Agent shall during the period of such suspension compute the ABR 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 Term SOFR. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

Section 2.21. Incremental Commitments.

(a) After the Closing Date has occurred, the Borrower may, following written notice to the Administrative Agent, incur Incremental Term Loan Commitments, in each case, in an amount not to exceed the Incremental Amount available at the time such Incremental Term Loan Commitments are established (except as set forth in clause (iii) of the third paragraph under Section 6.01) from one or more Incremental Term Lenders (which, in each case, may include any existing Lender, but shall be required to be persons which would qualify as assignees of a Lender in accordance with Section 9.04) willing to provide such Incremental Term Loans, as the case may

be, in their sole discretion. Upon the incurrence of such Incremental Term Loan Commitments, the Borrower shall provide notice to the Administrative Agent, which notice shall set forth:

- (i) the amount of the Incremental Term Loan Commitments obtained, and
- (ii) the date on which such Incremental Term Loan Commitments are to become effective, and
- (iii) whether such Incremental Term Loan Commitments, subject to Section 2.21(d), are to be (x) commitments to make additional term loans with terms identical to (and which shall together with any then outstanding Term B-3 Loans, form a single Class of) Term B-3 Loans or (y) commitments to make term loans with pricing, maturity, amortization, participation in mandatory prepayments and/or other terms different from the Term B-3 Loans (this clause (y), “Other Incremental Term Loans”).

(b) The Borrower and each Incremental Term Lender shall execute and deliver to the Administrative Agent and Collateral Agent an Incremental Assumption Agreement (and the Administrative Agent and Collateral Agent shall, at the direction of the Borrower, enter into any applicable Intercreditor Agreement in accordance with Section 8.11(b)) and such other documentation as the Incremental Term Lenders shall reasonably request to evidence the Incremental Term Loan Commitment of such Incremental Term Lender; provided, that any such documentation shall not be a condition to the effectiveness of such Incremental Assumption Agreement. Each Incremental Assumption Agreement shall specify the terms of the applicable Incremental Term Loans; provided, that:

(i) in the case of any Incremental Term Loan Commitments pursuant to clause (a)(iii)(x) above only, any commitments to make additional Term B-3 Loans shall have the same terms as the Term B-3 Loans and shall form part of the same Class as the Term B-3 Loans,

(ii) the Other Incremental Term Loans incurred pursuant to this Section 2.21 shall rank equally and ratably in right of security and payment with the Term B Loans,

(iii) (x) the final maturity date of any such Other Incremental Term Loans shall be no earlier than the Latest Maturity Date in effect at the date of incurrence of such Other Incremental Term Loans, and (y) subject to clause (i) above, except as to pricing, amortization, final maturity date and participation in mandatory prepayments (which shall, subject to the other clauses of this proviso, be determined by the Borrower and the Incremental Term Lenders in their sole discretion), the Other Incremental Term Loans shall have terms that (as determined by the Borrower in good faith) are no more restrictive, taken as a whole, to the Borrower and its Subsidiaries, than the Term B Loans,

(iv) the Weighted Average Life to Maturity of any such Other Incremental Term Loans shall be no shorter than the remaining Weighted Average Life to Maturity of the Term B-3 Loans,

(v) with respect to any Other Incremental Term Loans, the interest rate, fees, OID and other economic terms applicable to Other Incremental Term Loans will be as determined by the Borrower and the Incremental Term Lenders providing such Other Incremental Term Loans; provided, in the event that the All-In Yield applicable to any Other Incremental Term Loans (other than any Excluded Incremental Facility) that are

incurred during the first six months following the Amendment No. 1 Effective Date exceeds the All-In Yield for the Term B-3 Loans by more than 50 basis points, then the interest rate margins for the Term B-3 Loans shall be increased to the extent necessary so that the All-In Yield for the Term B-3 Loans is equal to the All-In Yield for such Other Incremental Term Loans minus 50 basis points,

(vi) such Other Incremental Term Loans may require participation on a pro rata basis or a less than pro rata basis (but not a greater than pro rata basis) with the Term B Loans in any mandatory prepayment hereunder,

(vii) there shall be no borrower (other than the Borrower) or guarantor (other than the Guarantors) in respect of any Incremental Term Loan Commitments, and

(viii) Other Incremental Term Loans shall not be secured by any asset of other than the Collateral.

Each party hereto hereby agrees that, upon the effectiveness of any Incremental Assumption Agreement, this Agreement shall be amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Incremental Term Loan Commitments evidenced thereby as provided for in Section 9.08(e). The Administrative Agent and the Collateral Agent shall execute, and shall have no liability for executing, upon request by the Borrower (which request shall be deemed certification that all conditions precedent to the execution of any requested amendment and of any Incremental Assumption Agreement have been satisfied and such execution is authorized and permitted under the Loan Documents) any amendment to this Agreement or any other Loan Document to effect the provisions of this Section 2.21 and any such collateral and other documentation shall be deemed "Loan Documents" hereunder and furnished to the other parties hereto.

(c) Notwithstanding the foregoing, no Incremental Term Loan Commitment shall become effective under this Section 2.21 unless:

(i) no Event of Default under Section 7.01(b), (c), (h) or (i) shall have occurred and be continuing;

(ii) the representations and warranties of Holdings and the Borrower set forth in this Agreement shall be true and correct in all material respects (other than to the extent qualified by materiality or "Material Adverse Effect," in which case, such representations and warranties shall be true and correct); provided, that in the event that the tranche of Incremental Term Loans is used to finance a Limited Condition Transaction and to the extent the Incremental Term Lenders participating in such tranche of Incremental Term Loans agree, the foregoing clause (ii) shall be limited to the Specified Representations (with the representation in Section 3.18 made on the date of funding of such Incremental Term Loans and after giving effect to such Limited Condition Transaction and other transactions on such date in connection therewith) and those representations of the seller or the target company (as applicable) included in the acquisition agreement related to the person or business to be acquired that are material to the interests of the Lenders and only to the extent that the Borrower or its applicable Subsidiary has the right to terminate its obligations under such acquisition agreement as a result of a failure of such representations to be accurate; provided, further, that in the discretion of the Borrower and the Incremental Term Lenders, such representations shall be only for the benefit of such Incremental Term

Lenders and the Incremental Term Lenders may elect to agree to not require any such representations be made in their discretion; and

(iii) the Incremental Term Lenders shall have received documents and legal opinions consistent with those delivered on the Closing Date as to such matters as are reasonably requested by Incremental Term Lenders; provided, that any such documentation shall not be a condition to the effectiveness of such Incremental Assumption Agreement.

The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Incremental Assumption Agreement.

(d) Each of the parties hereto hereby agrees that the Administrative Agent may take any and all action as may be reasonably necessary to ensure that all Incremental Term Loans (other than Other Incremental Term Loans), when originally made, are included in each Borrowing of the outstanding applicable Class of Term Loans on a pro rata basis. The Borrower agrees that Section 2.16 shall apply to any conversion of Term SOFR Loans to ABR Loans to effect the foregoing.

(e) Notwithstanding anything to the contrary in this Agreement, holders of Incremental Term Loans and Incremental Term Loan Commitments shall be disregarded for purposes of any consent (or decision not to consent) to any amendment, modification, or waiver or other action with respect to any of the terms of any Loan Document if such Incremental Term Loans and Incremental Term Loan Commitments are incurred substantially concurrently with any such consent (or decision not to consent) for the primary purpose of achieving such consent (or decision not to consent).

(f) Notwithstanding anything to the contrary in this Agreement, any issuance of Qualified Joining Lender Term B Loans or Incremental Term Loans shall be treated as a separate Class of Term B Loans (and shall have a separate CUSIP from any existing Class of Term B Loans) to the extent such Qualified Joining Lender Term B Loans or Incremental Term Loans are incurred as Term B Loans and are not fungible with any existing Class of Term B Loans for U.S. federal income tax purposes.

Section 2.22. Extensions of Loans and Commitments.

(a) Notwithstanding anything to the contrary in this Agreement, including Section 2.18(c) (which provisions shall not be applicable to this Section 2.22), pursuant to one or more offers made from time to time by the Borrower to all Lenders of any Class of Term Loans on a pro rata basis (based, in the case of an offer to the Lenders under any Class of Term Loans, on the aggregate outstanding Term Loans of such Class), and on the same terms to each such Lender ("Pro Rata Extension Offers"), the Borrower is hereby permitted to consummate transactions with individual Lenders that agree to such transactions from time to time to extend the maturity date of such Lender's Loans of such Class and to otherwise modify the terms of such Lender's Loans of such Class pursuant to the terms of the relevant Pro Rata Extension Offer (including, without limitation, increasing the interest rate or fees payable in respect of such Lender's Loans and/or modifying the amortization schedule in respect of such Lender's Loans). For the avoidance of doubt, the reference to "on the same terms" in the preceding sentence shall mean, in the case of an offer to the Lenders under any Class of Term Loans, that all of the Term Loans of such Class are offered to be extended for the same amount of time and that the interest rate changes and fees payable with respect to such extension are the same. Any such extension (an "Extension") agreed

to between the Borrower and any such Lender (an “Extending Lender”) will be established under this Agreement by implementing an Other Term Loan for such Lender if such Lender is extending an existing Term Loan (such extended Term Loan, an “Extended Term Loan”). Each Pro Rata Extension Offer shall specify the date on which the Borrower proposes that the Extended Term Loan shall be made, which shall be a date not earlier than five (5) Business Days after the date on which notice is delivered to the Administrative Agent (or such shorter period agreed to by the Administrative Agent in its reasonable discretion).

(b) The Borrower and each Extending Lender shall execute and deliver to the Administrative Agent an amendment to this Agreement (an “Extension Amendment”) and such other documentation as the Administrative Agent or the Extending Lenders shall reasonably specify to evidence the Extended Term Loans of such Extending Lender. Each Extension Amendment shall specify the terms of the applicable Extended Term Loans; provided, that:

(i) except as to interest rates, fees and any other pricing terms, and amortization, final maturity date and participation in prepayments and commitment reductions (which shall, subject to clauses (ii), (iii) and (v) of this proviso, be determined by the Borrower and set forth in the Pro Rata Extension Offer), the Extended Term Loans shall have the same terms as the existing Class of Term Loans from which they are extended except for any terms which shall not apply until after the then Latest Maturity Date,

(ii) the final maturity date of any Extended Term Loans shall be no earlier than the Term Facility Maturity Date of the Class of Term Loans subject to such Pro Rata Extension Offer,

(iii) the Weighted Average Life to Maturity of any Extended Term Loans shall be no shorter than the remaining Weighted Average Life to Maturity of the Class of Term Loans to which such offer relates,

(iv) [reserved], and

(v) any Extended Term Loans may require participation on a pro rata basis or a less than pro rata basis (but not a greater than pro rata basis) than the Term B Loans in any mandatory prepayment hereunder.

Upon the effectiveness of any Extension Amendment, this Agreement shall be amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Extended Term Loans evidenced thereby as provided for in Section 9.08(e). The Administrative Agent and the Collateral Agent shall execute, and shall have no liability for executing, upon request by the Borrower (which request shall be deemed certification that all conditions precedent to the execution of any requested amendment and of any Extension Amendment have been satisfied and such execution is authorized and permitted under the Loan Documents) any amendment to this Agreement or any other Loan Document to effect the provisions of this Section 2.22.

(c) Upon the effectiveness of any such Extension, the applicable Extending Lender’s Term Loan will be automatically designated an Extended Term Loan. For purposes of this Agreement and the other Loan Documents, if such Extending Lender is extending a Term Loan, such Extending Lender will be deemed to have an Other Term Loan having the terms of such Extended Term Loan.

(d) Notwithstanding anything to the contrary set forth in this Agreement or any other Loan Document (including, without limitation, this Section 2.22),

(i) no Extended Term Loan is required to be in any minimum amount or any minimum increment,

(ii) any Extending Lender may extend all or any portion of its Term Loans pursuant to one or more Pro Rata Extension Offers (subject to applicable proration in the case of over participation) (including the extension of any Extended Term Loan),

(iii) there shall be no condition to any Extension of any Loan at any time or from time to time other than notice to the Administrative Agent of such Extension and the terms of the Extended Term Loan implemented thereby and those conditions set forth in clause (a) and (b) above,

(iv) all Extended Term Loans and all obligations in respect thereof shall be Loan Obligations of the relevant Loan Parties under this Agreement and the other Loan Documents that rank equally and ratably in right of security with all other Obligations of the Class being extended (and all other Obligations secured by Other First Liens),

(v) Extended Term Loans shall not be secured by any asset other than the Collateral, and

(vi) there shall be no borrower (other than the Borrower) and no guarantors (other than the Guarantors) in respect of any such Extended Term Loans.

(e) Each Extension shall be consummated pursuant to procedures set forth in the associated Pro Rata Extension Offer; provided, that the Borrower shall cooperate with the Administrative Agent prior to making any Pro Rata Extension Offer to establish reasonable procedures with respect to mechanical provisions relating to such Extension, including, without limitation, timing, rounding and other adjustments.

Section 2.23. Refinancing Amendments.

(a) Notwithstanding anything to the contrary in this Agreement, including Section 2.18(c) (which provisions shall not be applicable to this Section 2.23), the Borrower may by written notice to the Administrative Agent at any time after the Closing Date establish one or more additional tranches of term loans under this Agreement (such loans, “Refinancing Term Loans”), all Net Proceeds of which are used to Refinance in whole or in part any Class of Term Loans pursuant to Section 2.11(b)(ii). Each such notice shall specify the date (each, a “Refinancing Effective Date”) on which the Borrower proposes that the Refinancing Term Loans shall be made, which shall be a date not earlier than five (5) Business Days after the date on which such notice is delivered to the Administrative Agent (or such shorter period agreed to by the Administrative Agent in its sole discretion); provided, that:

(i) after giving effect to the borrowing of such Refinancing Term Loans on the Refinancing Effective Date, no Event of Default under Section 7.01(b), (c), (h) or (i) shall have occurred and be continuing and the representations and warranties of the Borrower and each other Loan Party contained in Article III or any other Loan Document shall be true and correct in all material respects on and as of the date of such Credit Event; provided, that, to the extent that such representations and warranties specifically refer to

an earlier date, they shall be true and correct in all material respects as of such earlier date; provided, further, that any representation and warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates;

(ii) the final maturity date of the Refinancing Term Loans shall be no earlier than the earlier of (x) the final maturity date of the refinanced Indebtedness and (y) the 91st day following the Latest Maturity Date in effect at the time of incurrence thereof;

(iii) the Weighted Average Life to Maturity of such Refinancing Term Loans shall be no shorter than the lesser of (x) the then-remaining Weighted Average Life to Maturity of the refinanced Indebtedness and (y) 91 days after the Weighted Average Life to Maturity of the Class of Term Loans then outstanding with the greatest remaining Weighted Average Life to Maturity;

(iv) the aggregate principal amount of the Refinancing Term Loans shall not exceed the outstanding principal amount of the refinanced Indebtedness plus amounts used to pay fees, premiums, costs and expenses (including original issue discount) and accrued interest associated therewith;

(v) all other terms applicable to such Refinancing Term Loans (other than provisions relating to original issue discount, upfront fees, interest rates and any other pricing terms, which shall be as agreed between the Borrower and the Lenders providing such Refinancing Term Loans) shall be substantially similar to, or (as determined by the Borrower in good faith) no more restrictive, taken as a whole, to the Borrower and its Subsidiaries than the terms applicable to the Term B Loans or, if applicable, the Term Loans being refinanced (except, in each case, to the extent such covenants and other terms apply solely to any period after the Latest Maturity Date);

(vi) there shall be no borrower (other than the Borrower) and no guarantors (other than the Guarantors) in respect of such Refinancing Term Loans;

(vii) Refinancing Term Loans shall not be secured by any asset other than the Collateral;

(viii) Refinancing Term Loans may participate on a pro rata basis or on a less than pro rata basis (but not on a greater than pro rata basis) in any mandatory prepayments (other than as provided otherwise in the case of such prepayments pursuant to Section 2.11(b)(ii)) hereunder, as specified in the applicable Refinancing Amendment; and

(ix) if the applicable Term Loans being refinanced by the Refinancing Term Loans were subordinated to any Obligations, such Refinancing Term Loans shall be subordinated to such Obligations on terms in the aggregate not materially less favorable to the Lenders as those contained in the documentation governing the Term Loans being refinanced (as determined by the Borrower in good faith), and if any of the Guarantees with respect to the Term Loans being replaced by such Refinancing Term Loans were subordinated to any Obligations, the Guarantees of the Refinancing Term Loans shall be subordinated to the Obligations on terms in the aggregate not materially less favorable to the Lenders as those contained in the documentation governing the Term Loans being refinanced (as determined by the Borrower in good faith).

(b) The Borrower may approach any Lender or any other person that would be a permitted Assignee pursuant to Section 9.04 to provide all or a portion of the Refinancing Term Loans; provided, that any Lender offered or approached to provide all or a portion of the Refinancing Term Loans may elect or decline, in its sole discretion, to provide a Refinancing Term Loan. Any Refinancing Term Loans made on any Refinancing Effective Date shall be designated an additional Class of Term Loans for all purposes of this Agreement; provided, further, that any Refinancing Term Loans may, to the extent provided in the applicable Refinancing Amendment governing such Refinancing Term Loans, be designated as an increase in any previously established Class of Term Loans made to the Borrower.

(c) [Reserved].

(d) [Reserved].

(e) The Borrower and each Lender providing the applicable Refinancing Term Loans shall execute and deliver to the Administrative Agent an amendment to this Agreement (a “Refinancing Amendment”) and such other documentation as the Administrative Agent or the Lenders providing the Refinancing Term Loans shall reasonably specify to evidence such Refinancing Term Loans. For purposes of this Agreement and the other Loan Documents, if a Lender is providing a Refinancing Term Loan, such Lender will be deemed to have an Other Term Loan having the terms of such Refinancing Term Loan. Notwithstanding anything to the contrary set forth in this Agreement or any other Loan Document (including without limitation this Section 2.23), (i) no Refinancing Term Loan is required to be in any minimum amount or any minimum increment, (ii) this Agreement shall impose no condition to any incurrence of any Refinancing Term Loan at any time or from time to time other than those set forth in clause (a) above, as applicable, and (iii) all Refinancing Term Loans and all obligations in respect thereof shall be Loan Obligations under this Agreement and the other Loan Documents that rank equally and ratably in right of security and payment with the Term B Loans and other Loan Obligations.

Section 2.24. Defaulting Lenders.

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

(i) Waivers and Amendments. Such Defaulting Lender’s right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definitions of “Majority Lenders” or “Required Lenders,” as applicable, and Section 9.08.

(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, following an Event of Default or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.06 shall be applied at such time or times as may be determined by the Administrative Agent as follows:

(A) first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent and the Collateral Agent hereunder,

(B) second, [reserved],

(C) third, [reserved],

(D) 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 Borrower,

(E) fifth, if so determined by the Borrower, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement,

(F) sixth, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement,

(G) 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

(H) eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction. 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 pursuant to this Section 2.24 shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents to such redirection.

Section 2.25. Loan Repurchases.

(a) Subject to the terms and conditions set forth or referred to below, the Borrower may from time to time, at its discretion (and without, for the avoidance of doubt, limiting any of its other rights hereunder to otherwise acquire Loans), conduct modified Dutch auctions in order to purchase Term Loans of one or more Classes (as determined by the Borrower) (each, a "Purchase Offer"), each such Purchase Offer to be managed exclusively by a financial institution chosen by the Borrower (which financial institution may be the entity serving as the Administrative Agent, it being understood that the Administrative Agent shall not be required to act as Auction Manager unless it, in its sole and absolute discretion, agrees to act pursuant to a separate written agreement) (in such capacity, the "Auction Manager"), so long as the following conditions are satisfied:

(i) each Purchase Offer shall be conducted in accordance with the procedures, terms and conditions set forth in this Section 2.25 and the Auction Procedures or as are otherwise reasonably acceptable to the Borrower (in consultation with the Auction Manager);

(ii) no Event of Default under Section 7.01(b), (c), (h) or (i) shall have occurred and be continuing on the date of the delivery of each notice of an auction and at the time of (and immediately after giving effect to) the purchase of any Term Loans in connection with any Purchase Offer;

(iii) the principal amount (calculated on the face amount thereof) of each and all Classes of Term Loans that the Borrower offers to purchase in any such Purchase Offer shall be no less than \$5,000,000 (across all such Classes);

(iv) the principal amount of all Term Loans of the applicable Class or Classes so purchased by the Borrower shall automatically be cancelled and retired by the Borrower on the settlement date of the relevant purchase (and may not be resold) (without any increase to EBITDA as a result of any gains associated with cancellation of debt), and in no event shall the Borrower be entitled to any vote hereunder in connection with such Term Loans;

(v) no more than one Purchase Offer with respect to any Class may be ongoing at any one time;

(vi) the Borrower represents and warrants that no Loan Party shall have any material non-public information with respect to the Loan Parties or their Subsidiaries, or with respect to the Loans or the securities of any such person, that (A) has not been previously disclosed in writing to the Administrative Agent and the Lenders (other than because such Lender does not wish to receive such material non-public information) prior to such time and (B) could reasonably be expected to have a material effect upon, or otherwise be material to, a Lender's decision to participate in the Purchase Offer;

(vii) at the time of each purchase of Term Loans through a Purchase Offer, the Borrower shall have delivered to the Auction Manager an officer's certificate of a Responsible Officer certifying as to compliance with the preceding clause (vi);

(viii) any Purchase Offer with respect to any Class shall be offered to all Term Lenders holding Term Loans of such Class on a pro rata basis; and

(ix) no purchase of any Term Loans shall be made from the proceeds of any revolving loans.

(b) The Borrower must terminate any Purchase Offer if it fails to satisfy one or more of the conditions set forth above which are required to be met at the time which otherwise would have been the time of purchase of Term Loans pursuant to such Purchase Offer. If the Borrower commences any Purchase Offer (and all relevant requirements set forth above which are required to be satisfied at the time of the commencement of such Purchase Offer have in fact been satisfied), and if at such time of commencement the Borrower reasonably believes that all required conditions set forth above which are required to be satisfied at the time of the consummation of such Purchase Offer will be satisfied, then the Borrower shall have no liability to any Term Lender for any termination of such Purchase Offer as a result of its failure to satisfy one or more of the conditions set forth above which are required to be met at the time which otherwise would have been the time of consummation of such Purchase Offer, and any such failure shall not result in any Default or Event of Default hereunder. With respect to all purchases of Term Loans of any Class or Classes made by the Borrower pursuant to this Section 2.25, (x) the Borrower shall pay on the settlement date of each such purchase all accrued and unpaid interest (except to the extent otherwise set forth in the relevant offering documents), if any, on the purchased Term Loans of the applicable Class or Classes up to the settlement date of such purchase and (y) such purchases (and the payments made by the Borrower and the cancellation of the purchased Loans, in each case in connection therewith)

shall not constitute voluntary or mandatory payments or prepayments for purposes of Section 2.11 hereof.

(c) The Administrative Agent and the Lenders hereby consent to the Purchase Offers and the other transactions effected pursuant to and in accordance with the terms of this Section 2.25; provided, that notwithstanding anything to the contrary contained herein, no Lender shall have an obligation to participate in any such Purchase Offer. For the avoidance of doubt, it is understood and agreed that the provisions of Sections 2.16, 2.18 and 9.04 will not apply to the purchases of Term Loans pursuant to Purchase Offers made pursuant to and in accordance with the provisions of this Section 2.25. The Auction Manager acting in its capacity as such hereunder shall be entitled to the benefits of the provisions of Article VIII and Section 9.05 to the same extent as if each reference therein to the “Agents” were a reference to the Auction Manager, and the Administrative Agent shall cooperate with the Auction Manager as reasonably requested by the Auction Manager in order to enable it to perform its responsibilities and duties in connection with each Purchase Offer. Upon the consummation of the Purchase Offers, the Administrative Agent shall update the Register as directed by the Borrower to reflect the sale of any Term Loans by a Lender to the Borrower and, if applicable, the cancellation of such Loans by the Borrower.

(d) This Section 2.25 shall supersede any provisions in Section 2.18 or 9.06 to the contrary.

ARTICLE III

Representations and Warranties

On the Closing Date and the date of each subsequent Credit Event, Holdings (where applicable) and the Borrower represent and warrant to the Lenders and the Agents that:

Section 3.01. Organization; Powers. Holdings, the Borrower and each of the Subsidiaries which is a Loan Party or a Significant Subsidiary (a) is a partnership, limited liability company, corporation or other entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization (to the extent that each such concept exists in such jurisdiction), (b) has all requisite power and authority to own its property and assets and to carry on its business as now conducted, (c) is qualified to do business in each jurisdiction where such qualification is required, except in the case of clause (a) (other than with respect to the Borrower and Holdings), clause (b) (other than with respect to the Borrower) and clause (c), where the failure so to be or have, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, and (d) has the power and authority to execute, deliver and perform its obligations under each of the Loan Documents and each other agreement or instrument contemplated thereby to which it is or will be a party and, in the case of the Borrower, to borrow and otherwise obtain credit hereunder.

Section 3.02. Authorization. The execution, delivery and performance by each Loan Party of each of the Loan Documents to which it is a party and (with respect to the Borrower) the borrowings and other extensions of credit hereunder (a) have been duly authorized by all corporate, stockholder, partnership, limited liability company or other organizational action required to be obtained by such Loan Party and (b) will not (i) violate (A) any provision of law, statute, rule or regulation applicable to such Loan Party, (B) the Organization Documents of such Loan Party, (C) any applicable order of any court or any law, rule, regulation or order of any Governmental Authority applicable to such Loan Party or (D) any provision of any indenture, certificate of

designation for preferred stock, agreement or other instrument to which such Loan Party is a party or by which any of them or any of their property is or may be bound, (ii) result in a breach of or constitute (alone or with due notice or lapse of time or both) a default under, give rise to a right of or result in any cancellation or acceleration of any right or obligation (including any payment) under any such indenture, certificate of designation for preferred stock, agreement or other instrument, where any such conflict, violation, breach or default referred to in clause (i) or (ii) of this Section 3.02(b), would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, or (iii) result in the creation or imposition of any Lien upon or with respect to any property or assets now owned or hereafter acquired by the Loan Parties, other than the Liens created by the Loan Documents and Permitted Liens.

Section 3.03. Enforceability. This Agreement has been duly executed and delivered by the Borrower and Holdings and constitutes, and each other Loan Document when executed and delivered by the Borrower and each other Loan Party that is party thereto will constitute, a legal, valid and binding obligation of such Loan Party enforceable against the Borrower and each such other Loan Party in accordance with its terms, subject to (a) the effects of bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors' rights generally, (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), (c) implied covenants of good faith and fair dealing, and (d) the need for filings and registrations necessary to perfect the Liens on the Collateral granted by the Loan Parties in favor of the Collateral Agent.

Section 3.04. Governmental Approvals. No action, consent or approval of, registration or filing with or any other action by any Governmental Authority is or will be required for the execution, delivery or performance of each Loan Document to which the Borrower or any Guarantor is a party, except for (a) the filing of Uniform Commercial Code financing statements, (b) filings with the United States Patent and Trademark Office and the United States Copyright Office and comparable offices in foreign jurisdictions and equivalent filings in foreign jurisdictions, (c) recordation of the Mortgages, (d) such as have been made or obtained and are in full force and effect, (e) such actions, consents and approvals the failure of which to be obtained or made would not reasonably be expected to have a Material Adverse Effect and (f) filings or other actions listed on Schedule 3.04 and any other filings or registrations required to perfect Liens created by the Security Documents.

Section 3.05. Financial Statements. (a) The audited consolidated balance sheets and the statements of operations, member's equity, and cash flows for Holdings and its consolidated subsidiaries as of and for each fiscal year of Holdings in the three-fiscal year period ended on December 31, 2023 and (b) [reserved], in each case, including the notes thereto, if applicable, present fairly in all material respects the consolidated financial position of Holdings and its consolidated subsidiaries as of the dates and for the periods referred to therein and the results of operations and cash flows for the periods then ended, and were prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby, except as otherwise noted therein.

Section 3.06. No Material Adverse Effect. Since December 31, 2023, there has been no event or circumstance that, individually or in the aggregate with other events or circumstances, has had or would reasonably be expected to have a Material Adverse Effect.

Section 3.07. Title to Properties; Possession Under Leases.

(a) Each of Holdings, the Borrower and the Subsidiaries has valid title in fee simple or equivalent to, or valid leasehold interests in, or easements or other limited property interests in, all its Real Properties (including all Mortgaged Properties) and has valid title to its personal property and assets, in each case, to the knowledge of the Borrower, free and clear of all Liens except for Permitted Liens and except for defects in title that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such properties and assets for their intended purposes and except where the failure to have such title would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) As of the Closing Date, except as set forth on Schedule 3.07(b), none of the Borrower or its Subsidiaries is obligated under any right of first refusal, option or other contractual right to sell, assign or otherwise dispose of any Mortgaged Property or any interest therein, except as permitted under Section 6.02 or 6.05 or as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Schedule 3.07(c) lists each Material Real Property owned by any Collateral Guarantor as of the Closing Date.

Section 3.08. Subsidiaries.

(a) Schedule 3.08(a) sets forth as of the Closing Date the name and jurisdiction of incorporation, formation or organization of each subsidiary of Holdings (other than any Immaterial Subsidiary) and, as to each such subsidiary, the percentage of the Equity Interests of such subsidiary owned by Holdings or by any such subsidiary.

(b) As of the Closing Date, there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to employees or directors (or entities controlled by directors) and shares held by directors (or entities controlled by directors)) relating to any Equity Interests of any of the Subsidiaries of Holdings, except as set forth on Schedule 3.08(b).

Section 3.09. Litigation; Compliance with Laws.

(a) There are no actions, suits, proceedings or investigations at law or in equity or by or on behalf of any Governmental Authority or in arbitration now pending, or, to the knowledge of the Borrower, threatened in writing against Holdings, the Borrower or any of its Subsidiaries or any business, property or rights of any such person (i) that involve any Loan Document, to the extent that the applicable action, suit, proceeding or investigation is brought by the Borrower or any of its Subsidiaries or (ii) that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, except for any action, suit or proceeding at law or in equity or by or on behalf of any Governmental Authority or in arbitration which has been disclosed in any of Holdings' or Lumen's Annual Report on Form 10-K for the year ended December 31, 2023. There have been no developments in any such matter disclosed in the Annual Report described above which would reasonably be expected, individually or in the aggregate with any such other matters or any additional actions, suits, proceedings or investigations, to result in a Material Adverse Effect.

(b) None of Holdings, the Borrower, the Subsidiaries and their respective properties or assets is in violation of (nor will the continued operation of their material properties and assets

as currently conducted violate) any law, rule or regulation (including any zoning, building, ordinance, code or approval or any building permit, but excluding any Environmental Laws, which are the subject of Section 3.16) or any restriction of record or indenture, agreement or instrument affecting any Real Property, or is in default with respect to any judgment, writ, injunction or decree of any Governmental Authority, where such violation or default would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.10. Federal Reserve Regulations. No part of the proceeds of any Loans will be used by Holdings, the Borrower and its Subsidiaries in any manner that would result in a violation of Regulation T, Regulation U or Regulation X.

Section 3.11. Investment Company Act. None of the Borrower or any of the other Loan Parties is required to be registered as an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

Section 3.12. Use of Proceeds.

(a) The Borrower will use the proceeds of the Term B-3 Loans to refinance the Term B-1 Loans and the Term B-2 Loans, to pay fees, costs and expenses related thereto and for other general corporate purposes.

(b) The Borrower will use the proceeds of any Incremental Loans solely for general corporate purposes of Holdings and the Subsidiaries or as otherwise required pursuant to Section 2.21.

Section 3.13. Taxes.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, Holdings, the Borrower and each of the Subsidiaries has filed or caused to be filed all federal, state, local and non-U.S. Tax returns required to have been filed by it (including in its capacity as withholding agent) and each such Tax return is true and correct.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, Holdings, the Borrower and each of the Subsidiaries has timely paid or caused to be timely paid all Taxes shown to be due and payable by it on the returns referred to in clause (a) and all other Taxes or assessments due and payable by it (or made adequate provision (in accordance with GAAP) for the payment of all Taxes due), except Taxes or assessments for which Holdings, the Borrower or any of the Subsidiaries (as the case may be) has set aside on its books adequate reserves in accordance with GAAP and, to the extent such Taxes are due and payable pursuant to a governmental assessment, the amount thereof is being contested in good faith by appropriate proceedings.

Section 3.14. No Material Misstatements.

(a) All written information (other than the Projections, forward looking information and information of a general economic or industry specific nature) (the “Information”) concerning Holdings, the Borrower, the Subsidiaries, the Transactions and the other transactions contemplated hereby prepared by or on behalf of the foregoing or their representatives and made available to any Lenders or the Administrative Agent in connection with the transactions contemplated hereby, when taken as a whole, was true and correct in all material respects, as of the date such Information was furnished to the Lenders (and as of the Closing Date, with respect to Information provided

prior thereto) and did not, taken as a whole, contain any untrue statement of a material fact as of any such date or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole, not materially misleading in light of the circumstances under which such statements were made.

(b) The Projections and other forward looking information prepared by or on behalf of the Borrower or any of its representatives and that have been made available to any Lenders or the Administrative Agent in connection with the transactions contemplated hereby have been prepared in good faith based upon assumptions believed by the Borrower to be reasonable as of the date such Projections and forward looking information were furnished to the Lenders (it being understood that such Projections and other forward looking information are as to future events and are not to be viewed as facts, such Projections and other forward looking information are subject to significant uncertainties and contingencies and that actual results during the period or periods covered by any such Projections or other forward looking information may differ significantly from the projected results, and that no assurance can be given that the projected results will be realized).

Section 3.15. Employee Benefit Plans. Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect: (a) no Reportable Event has occurred during the past five years as to which Holdings, the Borrower, any of its Subsidiaries or any ERISA Affiliate was required to file a report with the PBGC; (b) no ERISA Event has occurred or is reasonably expected to occur; and (c) none of Holdings, the Borrower, the Subsidiaries or any of their ERISA Affiliates has received any written notification that any Multiemployer Plan is insolvent or has been terminated within the meaning of Title IV of ERISA. The Borrower represents and warrants as of the Closing Date that the Borrower is not and will not be (1) an employee benefit plan subject to Title I of ERISA, (2) a plan or account subject to Section 4975 of the Code, (3) an entity deemed to hold “plan assets” of any such employee benefit plans, plans or accounts for purposes of ERISA or the Code or (4) a “governmental plan” within the meaning of ERISA.

Section 3.16. Environmental Matters. Except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (a) no written notice, request for information, order, complaint or penalty has been received by Holdings, the Borrower or any of its Subsidiaries, and there are no judicial, administrative or other actions, suits or proceedings pending or, to the Borrower’s knowledge, threatened which allege a violation of or liability under any Environmental Laws, in each case relating to Holdings, the Borrower or any of its Subsidiaries, (b) each of Holdings, the Borrower and its Subsidiaries has all environmental permits, licenses, authorizations and other approvals necessary for its operations to comply with all Environmental Laws (“Environmental Permits”) and is in compliance with the terms of such Environmental Permits and with all other Environmental Laws, (c) except as set forth on Schedule 3.16, no Hazardous Material is located at, on or under any property currently or, to the Borrower’s knowledge, formerly owned, operated or leased by Holdings, the Borrower or any of its Subsidiaries that would reasonably be expected to give rise to any cost, liability or obligation of Holdings, the Borrower or any of its Subsidiaries under any Environmental Laws or Environmental Permits, and no Hazardous Material has been generated, used, treated, stored, handled, disposed of or controlled, transported or Released at any location in a manner that would reasonably be expected to give rise to any cost, liability or obligation of Holdings, the Borrower or any of its Subsidiaries under any Environmental Laws or Environmental Permits, (d) there are no agreements in which Holdings, the Borrower or any of its Subsidiaries has expressly assumed or undertaken responsibility for any known or reasonably likely liability or obligation of any other person arising under or relating to Environmental Laws and (e) there has been no written environmental assessment or audit conducted (other than customary assessments not revealing anything that would

reasonably be expected to result in a Material Adverse Effect), by or on behalf of Holdings, the Borrower or any of the Subsidiaries of any property currently or, to the Borrower's knowledge, formerly owned, operated or leased by Holdings, the Borrower or any of the Subsidiaries that has not been made available to the Lenders prior to the Closing Date.

Section 3.17. Security Documents.

(a) Each Security Document is effective to create in favor of the Collateral Agent (in each case, for the benefit of the Secured Parties) a legal, valid and enforceable security interest in the Collateral described therein and proceeds thereof. As of the Closing Date, in the case of the Pledged Collateral described in the Collateral Agreement, when certificates or promissory notes, as applicable, representing such Pledged Collateral and required to be delivered under the applicable Security Document are delivered to the Collateral Agent, and in the case of the other Collateral described in the Collateral Agreement (other than the Intellectual Property), when financing statements and other filings specified in the Perfection Certificate are filed in the offices specified in the Perfection Certificate, the Collateral Agent (for the benefit of the Secured Parties) shall have a fully perfected Lien (subject to all Permitted Liens) on, and security interest in, all right, title and interest of the Loan Parties in such Collateral and, subject to Section 9-315 of the New York Uniform Commercial Code, the proceeds thereof, as security for the Obligations to the extent perfection can be obtained by filing Uniform Commercial Code financing statements or possession, in each case prior and superior in right to the Lien of any other person (except Permitted Liens).

(b) When the Collateral Agreement or an ancillary document thereunder is properly filed and recorded in the United States Patent and Trademark Office and the United States Copyright Office, and, with respect to Collateral in which a security interest cannot be perfected by such filings, upon the proper filing of the financing statements referred to in clause (a) above, the Collateral Agent (for the benefit of the Secured Parties) shall have a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties thereunder in the material United States Intellectual Property included in the Collateral listed in such ancillary document, in each case prior and superior in right to the Lien of any other person, except for Permitted Liens (it being understood that subsequent recordings in the United States Patent and Trademark Office and the United States Copyright Office may be necessary to perfect a Lien on material registered trademarks and patents, trademark and patent applications and registered copyrights acquired by the Loan Parties after the Closing Date).

(c) The Mortgages, if any, executed and delivered after the Closing Date pursuant to Section 5.10 and Section 5.13, will be effective to create in favor of the Collateral Agent (for the benefit of the Secured Parties) legal, valid and enforceable Liens on all of the Collateral Guarantors' rights, titles and interests in and to the Mortgaged Property thereunder and the proceeds thereof, and when such Mortgages are filed or recorded in the proper real estate filing or recording offices, and all relevant mortgage taxes and recording charges are duly paid, the Collateral Agent (for the benefit of the Secured Parties) shall have valid Liens with record notice to third parties on, and security interests in, all rights, titles and interests of the Collateral Guarantors in such Mortgaged Property and, to the extent applicable, subject to Section 9-315 of the Uniform Commercial Code, the proceeds thereof, in each case prior and superior in right to the Lien of any other person, except for Permitted Liens.

(d) Notwithstanding anything herein (including this Section 3.17) or in any other Loan Document to the contrary, no Borrower or any other Loan Party makes any representation or warranty as to the effects of perfection or non-perfection, the priority or the enforceability of any

pledge of or security interest in any Equity Interests of any Foreign Subsidiary, or as to the rights and remedies of the Agents or any Lender with respect thereto, under foreign law.

Section 3.18. Solvency. Immediately after giving effect to the making of each Loan on the Closing Date and the application of the proceeds of such Loans on the Closing Date, (i) the fair value of the assets of Holdings, the Borrower and its Subsidiaries on a consolidated basis, exceeds, on a consolidated basis, their debts and liabilities, subordinated, contingent or otherwise, (ii) the present fair saleable value of the property of Holdings, the Borrower and its Subsidiaries, on a consolidated basis, is greater than the amount that will be required to pay the probable liability, on a consolidated basis, of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, (iii) Holdings, the Borrower and its Subsidiaries, on a consolidated basis, are able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured and (iv) Holdings, the Borrower and its Subsidiaries, on a consolidated basis, are not engaged in, and are not about to engage in, business for which they have unreasonably small capital. For purposes of the foregoing, the amount of any contingent liability at any time shall be computed as the amount that would reasonably be expected to become an actual and matured liability.

Section 3.19. Labor Matters. Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes pending or threatened against Holdings, the Borrower or any of the Subsidiaries; (b) the hours worked and payments made to employees of Holdings, the Borrower and the Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable law dealing with such matters; and (c) all payments due from Holdings, the Borrower or any of the Subsidiaries or for which any claim may be made against Holdings, the Borrower or any of the Subsidiaries, on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of the Borrower or such Subsidiary to the extent required by GAAP.

Section 3.20. Insurance. Schedule 3.20 sets forth a true, complete and correct description, in all material respects, of all material insurance (excluding any title insurance) maintained by or on behalf of any Loan Party as of the Closing Date. As of such date, such insurance is in full force and effect.

Section 3.21. Intellectual Property; Licenses, Etc. Except as would not reasonably be expected to have a Material Adverse Effect or as set forth in Schedule 3.21, (a) Holdings, the Borrower and each of its Subsidiaries owns, or possesses the right to use, all Intellectual Property that is used or held for use or is otherwise reasonably necessary in the operation of their respective businesses, (b) to the knowledge of the Borrower, neither Holdings, the Borrower nor any Subsidiary is interfering with, infringing upon, misappropriating or otherwise violating any Intellectual Property of any person and (c)(i) no claim or litigation regarding any of the Intellectual Property owned by Holdings, the Borrower and its Subsidiaries is pending or, to the knowledge of the Borrower, threatened and (ii) to the knowledge of the Borrower, no claim or litigation regarding any other Intellectual Property described in the foregoing clauses (a) and (b) is pending or threatened.

Section 3.22. Communications and Regulatory Matters.

(a) Except as would not reasonably be expected to have a Material Adverse Effect, (i) the business of each Loan Party is being conducted in compliance with the Telecommunications Laws, (ii) each Loan Party possess all registrations, licenses, authorizations, and certifications

issued by the FCC and the State PUCs necessary to conduct their respective businesses as currently conducted and (iii) all FCC Licenses and State PUC Licenses required for the operations of each Loan Party is in full force and effect.

(b) To the best of the Borrower's knowledge, there is no proceeding being conducted or threatened by any Governmental Authority, which would reasonably be expected to cause the termination, suspension, cancellation, or nonrenewal of any of the FCC Licenses or the State PUC Licenses, or the imposition of any penalty or fine by any Governmental Authority with respect to any of the FCC Licenses or the State PUC Licenses, in each case which would reasonably be expected to have a Material Adverse Effect.

(c) There is no (i) outstanding decree, decision, judgment, or order that has been issued by the FCC or a State PUC against the Loan Parties, the FCC Licenses, or the State PUC Licenses or (ii) notice of violation, order to show cause, complaint, investigation or other administrative or judicial proceeding pending or, to the best of the Borrower's knowledge, threatened by or before the FCC or a State PUC against the Loan Parties, the FCC Licenses, or the State PUC Licenses that, in each case, would reasonably be expected to have a Material Adverse Effect.

(d) The Loan Parties each have filed with the FCC and State PUCs all necessary reports, documents, instruments, information, or applications required to be filed pursuant to the Telecommunications Laws and have paid all fees required to be paid pursuant to the Telecommunications Laws, except in each case as would not reasonably be expected to have a Material Adverse Effect.

Section 3.23. USA PATRIOT Act. Holdings, the Borrower and each of its Subsidiaries is in compliance in all material respects with the USA PATRIOT Act, and other applicable anti-money laundering laws.

Section 3.24. Anti-Corruption Laws and Sanctions. (a) Neither Holdings, the Borrower nor any Subsidiary, nor any director or officer of Holdings, the Borrower or any Subsidiary, nor, to the knowledge of the Borrower, any employee, agent or Affiliate of Holdings, the Borrower or any Subsidiary of the Borrower is a Sanctioned Person or in violation of any Anti-Corruption Laws, (b) neither Holdings, the Borrower nor any Subsidiary is located, organized or resident in a Sanctioned Country and (c) no part of the proceeds of the Loans shall be used, directly or indirectly, in a manner that would result in a violation of Anti-Corruption Laws or Sanctions by any party hereto.

Section 3.25. EEA Financial Institutions. No Loan Party is an EEA Financial Institution.

ARTICLE IV

Conditions of Lending

Section 4.01. Closing Date. The effectiveness of this Agreement is subject to the occurrence on or prior to the Closing Date of the following conditions:

(a) The Agents and the Ad Hoc Group Advisors (as defined in the Transaction Support Agreement) shall have received from each of the Loan Parties and the Lenders a counterpart of this

Agreement signed on behalf of such party (which may include delivery of a signed signature page of this Agreement by facsimile or other means of electronic transmission (e.g., “pdf”)) that such party has signed a counterpart of this Agreement.

(b) The Agents and the Ad Hoc Group Advisors (as defined in the Transaction Support Agreement) shall have received counterparts of:

(i) the Multi-Lien Intercreditor Agreement from Holdings, the Borrower, the Collateral Agent, the Existing Credit Agreement Agent and representatives on behalf of the First Lien Notes and Second Lien Notes; and

(ii) the First Lien/First Lien Intercreditor Agreement from Holdings, the Borrower, the Collateral Agent, the Existing Credit Agreement Agent and representatives on behalf of the First Lien Notes.

(c) Subject to Section 5.10, the Agents and the Ad Hoc Group Advisors (as defined in the Transaction Support Agreement) shall have received counterparts of:

(i) the Guarantee Agreement from the Guarantors; and

(ii) the Collateral Agreement from Holdings, the Borrower and each other Collateral Guarantor;

(iii) a completed Perfection Certificate with respect to each Collateral Guarantor, together with all attachments contemplated thereby; and

(iv) a completed Perfection Certificate (Loan Proceeds Note) with respect to Level 3 Communications, together with all attachments contemplated thereby;

(d) Subject to Sections 5.10 and 5.13 and the definition of “Collateral and Guarantee Requirement”, including post-closing periods set forth therein, all documents and instruments necessary to establish that the Collateral Agent for the benefit of the Secured Parties, will have perfected security interests in the Collateral pursuant to the provisions of the Collateral and Guarantee Requirement that are to be satisfied on the Closing Date shall have been delivered and, if applicable, be in proper form for filing as of the Closing Date;

(e) The Administrative Agent shall have received a customary certificate of the Secretary or Assistant Secretary or similar officer or director of each of Holdings, the Borrower and each other Loan Party dated the Closing Date:

(i) attaching (x) copies of Organization Documents of such Loan Party as in effect as of the Closing Date and at all times since a date on or prior to the date of the resolutions described in the following clause (y) and (y) resolutions adopted by the applicable board of directors or equivalent governing body of each such Loan Party (or its managing general partner or managing member) authorizing the execution, delivery and performance of the Loan Documents to which it is a party and the performance of its obligations hereunder and thereunder;

(ii) attaching a certificate as to the good standing of each Loan Party as of a recent date from the Secretary of State (or other similar official) of the jurisdiction of

incorporation, organization or existence of such Loan Party (to the extent such concept exists in the applicable jurisdiction); and

(iii) certifying as to the incumbency and specimen signature of each officer or director of each Loan Party executing any Loan Document or any other document delivered in connection herewith on behalf of such Loan Party.

(f) The Agents shall have received a customary written opinion of (i) Wachtell, Lipton, Rosen & Katz, as special New York counsel for the Loan Parties, (ii) Jones Walker LLP, as New York, Virginia and Michigan counsel for the Loan Parties, (iii) Potter Anderson Corroon LLP, as Delaware counsel for the Loan Parties and (iv) Wilkinson Barker Knauer, LLP, as regulatory counsel for the Loan Parties, in each case, (x) dated the Closing Date and (y) addressed to the Administrative Agent, the Collateral Agent and the Lenders on the Closing Date.

(g) The Administrative Agent shall have received a solvency certificate substantially in the form of Exhibit C and signed by a Financial Officer of Holdings confirming the solvency of Holdings, the Borrower and the Subsidiaries on a consolidated basis after giving effect to the transactions on the Closing Date.

(h) The Agents shall have each received, or shall receive substantially concurrently with the Closing Date, all fees (including legal fees and disbursements) and expenses required to be paid as of the Closing Date pursuant to the Transaction Support Agreement, any Fee Letter or any other Loan Document.

(i) To the extent invoiced at least three (3) Business Days prior to the Closing Date, payment of all fees and all reasonable and documented out-of-pocket expenses required to be paid to the Ad Hoc Group Advisors (as defined in the Transaction Support Agreement) and the Specified Lumen Tech Consenting Parties (as defined in the Transaction Support Agreement) in accordance with the Transaction Support Agreement and their respective engagement and/or fee letters entered into with the Borrower or any of its Affiliates.

(j) The Administrative Agent shall have received, at least three (3) Business Days prior to the Closing Date, all documentation and information related to the Loan Parties mutually agreed to be required under “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act and a Beneficial Ownership Certification in relation to the Borrower and each Subsidiary that qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, to the extent such information has been requested not less than ten (10) Business Days prior to the Closing Date.

(k) The Administrative Agent and the Ad Hoc Group Advisors (as defined in the Transaction Support Agreement) shall have received an executed copy of the Amendment Agreement and the effectiveness of the Amendment Agreement shall have occurred.

(l) Since December 31, 2023, no Material Adverse Effect shall have occurred.

(m) The Specified Representations shall be true and correct in all material respects on and as of the Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date); provided, that any representation and warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on the Closing Date.

(n) Subject to Sections 5.10 and 5.13, the Collateral and Guarantee Requirement shall be satisfied.

(o) The Administrative Agent shall have received a certificate signed by a Responsible Officer of the Borrower confirming the satisfaction of the conditions set forth in paragraphs (l) and (m) above.

(p) The other Transactions shall have occurred substantially concurrently with the Closing Date.

(q) The Administrative Agent shall have received a Borrowing Request with respect to the Term B Loans to be borrowed on the Closing Date as required by Section 2.03.

For purposes of determining whether the conditions specified in this Section 4.01 have been satisfied on the Closing Date, by making the Loans hereunder, each Lender that has executed this Agreement shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to such Lender.

Section 4.02. [Reserved].

Section 4.03. [Reserved].

ARTICLE V

Affirmative Covenants

Each of Holdings and the Borrower covenants and agrees with each Lender that from and after the Closing Date until the Termination Date, unless with the written consent of the requisite Lenders in accordance with Section 9.08, Holdings and the Borrower will, and will cause each of the Subsidiaries to:

Section 5.01. Existence; Business and Properties.

(a) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence, except (i) in the case of a Subsidiary of the Borrower, where the failure to do so would not reasonably be expected to have a Material Adverse Effect, (ii) as otherwise permitted under Section 6.05, and (iii) for the liquidation or dissolution of Subsidiaries if the assets of any such Subsidiary (to the extent they exceed estimated liabilities of such Subsidiary) are acquired by the Borrower or a Wholly-Owned Subsidiary of the Borrower in such liquidation or dissolution; provided, that (x) Guarantors may not be liquidated into Subsidiaries that are not Loan Parties, and (y) Domestic Subsidiaries may not be liquidated into Foreign Subsidiaries (except in each case as permitted under Section 6.05).

(b) Except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, do or cause to be done all things necessary to (i) lawfully obtain, preserve, renew, extend and keep in full force and effect the permits, franchises, authorizations, Intellectual Property, licenses and rights with respect thereto used in the conduct of its business, and (ii) at all times maintain, protect and preserve all property necessary to the normal conduct of its business and keep such property in good repair, working order and condition (ordinary wear and tear excepted), from time to time make, or cause to be made, all needful and proper repairs, renewals,

additions, improvements and replacements thereto necessary in order that the business carried on in connection therewith, if any, may be properly conducted at all times (in each case except as permitted by this Agreement).

Section 5.02. Insurance.

(a) Maintain, with financially sound and reputable insurance companies, insurance (subject to customary deductibles and retentions) in such amounts and against such risks as are customarily maintained by similarly situated companies engaged in the same or similar businesses operating in the same or similar locations (as determined by the Borrower in good faith), and, subject to Section 5.13, cause the Collateral Agent to be listed as a co-loss payee on property and casualty policies with respect to tangible personal property and assets constituting Collateral located in the United States of America and as an additional insured on all general liability policies. Notwithstanding the foregoing, Holdings, the Borrower and the Subsidiaries may (i) maintain all such insurance with any combination of primary and excess insurance, (ii) maintain any or all such insurance pursuant to master or so-called “blanket policies” insuring any or all Collateral and/or other assets which do not constitute Collateral (and in such event the co-payee endorsement shall be limited or otherwise modified accordingly), and/or self-insure with respect to such risks with respect to which companies of established reputation engaged in the same general line of business in the same general area usually self-insure (as reasonably determined by the Borrower).

(b) Except as the Collateral Agent may agree in its reasonable discretion, the Borrower shall use commercially reasonable efforts to:

(i) cause all such property and casualty insurance policies to be endorsed or otherwise amended to include a “standard” or “New York” lender’s loss payable/mortgagee endorsement (as applicable);

(ii) deliver a certificate of an insurance broker to the Collateral Agent;

(iii) cause each such policy covered by this clause (b) to provide that it shall not be cancelled or not renewed upon less than 30 days’ prior written notice thereof by the insurer to the Collateral Agent; and

(iv) deliver to the Collateral Agent, prior to or concurrently with the cancellation or nonrenewal of any such policy of insurance covered by this clause (b), a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent), or insurance certificate with respect thereto, together with evidence of payment of the premium therefor, in each case of the foregoing, to the extent customarily maintained, purchased or provided to, or at the request of, lenders by similarly situated companies in connection with credit facilities of this nature.

(c) If any portion of any Mortgaged Property is at any time located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a special flood hazard area (each a “Special Flood Hazard Area”) with respect to which flood insurance has been made available under the Flood Insurance Laws, the Borrower shall use commercially reasonable efforts to:

(i) maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and

(ii) deliver to the Collateral Agent evidence of such compliance in form and substance reasonably acceptable to the Collateral Agent, including, without limitation, evidence of annual renewals of such insurance.

(d) In connection with the covenants set forth in this Section 5.02, it is understood and agreed that:

(i) the Administrative Agent, the Collateral Agent, the Lenders and their respective agents and employees shall not be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 5.02, it being understood that (A) the Loan Parties shall look solely to their insurance companies or any other parties other than the aforesaid parties, agents and employees for the recovery of such loss or damage and (B) such insurance companies shall have no rights of subrogation against the Administrative Agent, the Collateral Agent, the Lenders or their agents or employees. If, however, the insurance policies, as a matter of the internal policy of such insurer, do not provide waiver of subrogation rights against such parties, as required above, then Holdings, on behalf of itself and on behalf of each of its Subsidiaries, hereby agrees, to the extent permitted by law, to waive, and further agrees to cause each of its Subsidiaries to waive, its right of recovery, if any, against the Administrative Agent, the Collateral Agent, the Lenders and their agents and employees; and

(ii) the designation of any form, type or amount of insurance coverage by the Collateral Agent (including acting in the capacity as the Collateral Agent) under this Section 5.02 shall in no event be deemed a representation, warranty or advice by the Administrative Agent, the Collateral Agent or the Lenders that such insurance is adequate for the purposes of the business of Holdings, the Borrower and the Subsidiaries or the protection of their properties.

Section 5.03. Taxes. Pay its obligations in respect of all Tax liabilities and similar assessments and governmental charges, before the same shall become delinquent or in default, except where (a) Holdings, the Borrower or a Subsidiary has set aside on its books adequate reserves therefor in accordance with GAAP and, to the extent due and payable pursuant to a governmental assessment, the amount thereof is being contested in good faith by appropriate proceedings or (b) the failure to make payment could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

Section 5.04. Financial Statements, Reports, Etc. Furnish to the Administrative Agent (which will promptly make available such information to the Lenders):

(a) within 120 days after the end of each fiscal year, a consolidated balance sheet and related statements of operations, cash flows and member's equity showing the financial position of Holdings and its Subsidiaries as of the close of such fiscal year and the consolidated results of their operations during such year and setting forth in comparative form the corresponding figures for the prior fiscal year, which consolidated balance sheet and related statements of operations, cash flows and owners' equity shall be accompanied by customary management's discussion and analysis and audited by independent public accountants of recognized national standing and accompanied by an opinion of such accountants (which opinion shall not be qualified (or contain a like qualification, exception or matter of emphasis) as to scope of audit or as to the status of the Borrower as a going concern other than with respect to or resulting from: (i) an upcoming maturity date of any Indebtedness, (ii) an actual or anticipated breach of a financial covenant, (iii) activities, operations, financial results or liabilities of any person other than Holdings and the Subsidiaries or (iv) changes

in accounting principles or practices) to the effect that such consolidated financial statements fairly present, in all material respects, the financial position and results of operations of Holdings and its Subsidiaries on a consolidated basis in accordance with GAAP (it being understood that the delivery by Holdings of annual reports on Form 10-K of Holdings and its consolidated Subsidiaries shall satisfy the requirements of this Section 5.04(a) to the extent such annual reports include the information specified herein and are delivered within the time period specified above);

(b) within 60 days after the end of each of the first three fiscal quarters of each fiscal year, a consolidated balance sheet and related statements of operations and cash flows showing the financial position of Holdings and its Subsidiaries as of the close of such fiscal quarter and the consolidated results of their operations during such fiscal quarter and the then-elapsed portion of the fiscal year and setting forth in comparative form the corresponding figures for the corresponding periods of the prior fiscal year, all of which shall be in reasonable detail, which consolidated balance sheet and related statements of operations and cash flows shall be accompanied by customary management's discussion and analysis and which consolidated balance sheet and related statements of operations and cash flows shall be certified by a Financial Officer of Holdings on behalf of Holdings as fairly presenting, in all material respects, the financial position and results of operations of Holdings and its Subsidiaries on a consolidated basis in accordance with GAAP (subject to normal year-end audit adjustments and the absence of certain footnotes) (it being understood that the delivery by Holdings of quarterly reports on Form 10-Q of Holdings and its consolidated Subsidiaries shall satisfy the requirements of this Section 5.04(b) to the extent such quarterly reports include the information specified herein and are delivered within the time period specified above);

(c) concurrently with any delivery of financial statements under clause (a) or (b) above, a certificate of a Financial Officer of the Borrower certifying that to the knowledge of such Financial Officer no Event of Default or Default has occurred since the date of the last certificate delivered pursuant to this clause (c) (or since the Closing Date in the case of the first such certificate) or, if such an Event of Default or Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto;

(d) promptly after the same become publicly available, copies of all periodic and other publicly available reports, proxy statements and other materials filed by Holdings or any of the Subsidiaries with the SEC, or distributed to its stockholders generally, as applicable; provided, that such reports, proxy statements, filings and other materials required to be delivered pursuant to this clause (d) shall be deemed delivered for purposes of this Agreement when posted to the website of Lumen or the website of the SEC and written notice of such posting has been delivered to the Administrative Agent;

(e) [reserved];

(f) concurrently with the delivery of financial statements under clause (a) above, an updated Perfection Certificate reflecting all changes since the date of the information most recently received pursuant to this clause (f) (or a certificate of a Responsible Officer certifying as to the absence of any changes to the previously delivered update, if applicable);

(g) [reserved]; and

(h) promptly, from time to time, such other information regarding the operations, business affairs and financial condition of Holdings, the Borrower or any of the Subsidiaries, or compliance with the terms of any Loan Document as in each case the Administrative Agent may

reasonably request (acting at the direction of the Required Lenders), except to the extent that the provision of any such information would breach any law or contract to which the Borrower or a Subsidiary is a party.

The Borrower hereby acknowledges that (x) the Administrative Agent and/or the Amendment No. 1 Arrangers may, but shall not be obligated to, make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, “Borrower Materials”) by posting the Borrower Materials on IntraLinks, Syndtrak, ClearPar, or a substantially similar electronic transmission system (the “Platform”) and (y) 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 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 (w) the Borrower Materials that are to be distributed to the Public Lenders 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 Amendment No. 1 Arrangers 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 Holdings, the Borrower, its Subsidiaries or any of their respective securities for purposes of United States Federal and state securities laws, (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 the Amendment No. 1 Arrangers shall be entitled to treat any Borrower Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform not designated “Public Side Information.”

Notwithstanding anything to the contrary in this Section 5.04, whether or not required by the rules and regulations of the SEC, Holdings shall file with the SEC, if permitted, all the periodic and other reports, proxy statements and other materials it would be required to file with the SEC under Section 13(a) or 15(d) under the Exchange Act or any successor provision thereto, in each case, if it were subject thereto.

Section 5.05. **Litigation and Other Notices.** Furnish to the Administrative Agent (which will promptly thereafter furnish to the Lenders) written notice of the following within 30 days after any Responsible Officer of the Borrower obtains actual knowledge thereof:

(a) any Event of Default or Default, specifying, in each case, the nature and extent thereof and the corrective action (if any) proposed to be taken with respect thereto;

(b) the filing or commencement of, or any written threat or notice of intention of any person to file or commence, any action, suit or proceeding, whether at law or in equity or by or before any Governmental Authority or in arbitration, against Holdings, the Borrower or any of the Subsidiaries as to which an adverse determination is reasonably probable and which, if adversely determined, would reasonably be expected to have a Material Adverse Effect;

(c) any other development specific to Holdings, the Borrower or any of the Subsidiaries that is not a matter of general public knowledge and that has had, or would reasonably be expected to have, a Material Adverse Effect;

(d) (i) any amendment, waiver or other modification in respect of the Lumen Intercompany Loan or (ii) any default, event of default or other material breach under the Lumen

Intercompany Loan that would enable Holdings or any of its Subsidiaries to exercise or enforce its or their rights or remedies thereunder; and

(e) the occurrence of any ERISA Event that, together with all other ERISA Events that have occurred, would reasonably be expected to have a Material Adverse Effect.

Each notice delivered under this Section 5.05 shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 5.06. Compliance with Laws. Comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, the USA PATRIOT Act and other applicable anti-money laundering laws, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect; provided, that this Section 5.06 shall not apply to laws related to Taxes, which are the subject of Section 5.03.

Section 5.07. Maintaining Records; Access to Properties and Inspections. Maintain all financial records in accordance with GAAP and permit any persons designated by the Administrative Agent or, upon the occurrence and during the continuance of an Event of Default, any Lender to visit and inspect the financial records and the properties of Holdings, the Borrower or any of the Subsidiaries at reasonable times, upon reasonable prior notice to the Borrower, and as often as reasonably requested and to make extracts from and copies of such financial records, and permit any persons designated by the Administrative Agent or, upon the occurrence and during the continuance of an Event of Default, any Lender upon reasonable prior notice to the Borrower to discuss the affairs, finances and condition of Holdings, the Borrower or any of the Subsidiaries with the officers thereof and independent accountants therefor (so long as the Borrower has the opportunity to participate in any such discussions with such accountants), in each case, subject to reasonable requirements of confidentiality, including requirements imposed by law or by contract; provided, that nothing in this Section 5.07 shall prevent Holdings or the Borrower from discontinuing the maintenance of any of such properties if such discontinuance is, in the reasonable good faith judgment of the Borrower, desirable in the conduct of its business or the business of any Subsidiary of Holdings and not disadvantageous in any material respect to the Lenders.

Section 5.08. Use of Proceeds. Use the proceeds of the Loans made in the manner contemplated by Section 3.12.

Section 5.09. Compliance with Environmental Laws. Comply, and make reasonable efforts to cause all lessees and other persons occupying its properties to comply, with all applicable Environmental Laws and Environmental Permits, except, in each case with respect to this Section 5.09, to the extent the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.10. Further Assurances; Additional Security.

(a) Execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents) necessary or that the Borrower or the Administrative Agent (acting at the direction of the Required Lenders) shall reasonably determine in good faith are necessary (including, without limitation, those required by applicable Requirements of Law) to satisfy the Collateral and Guarantee Requirement and to cause the Collateral and Guarantee Requirement to be and remain satisfied, all at the expense of the Loan Parties and provide to the

Collateral Agent evidence as to the perfection of the Liens created or intended to be created by the Security Documents. The Collateral Agent or the Required Lenders shall be authorized but not obligated to file or record any financing statement or other documents in connection with the creation, perfection or maintenance of any Lien.

(b) If any asset (other than Real Property) is acquired by any Collateral Guarantor after the Closing Date or owned by an entity at the time it becomes a Collateral Guarantor (in each case other than (x) assets constituting Collateral under a Security Document that automatically become subject to a perfected Lien pursuant to such Security Document upon acquisition thereof and (y) assets constituting Excluded Property), such Collateral Guarantor will, (i) notify the Agents of such acquisition or ownership and (ii) cause such asset to be subjected to a Lien (subject to any Permitted Liens) securing the Obligations by, and take, and cause the Collateral Guarantors to take, such actions as shall be reasonably determined by the Borrower in good faith to be necessary to satisfy the Collateral and Guarantee Requirement to be satisfied with respect to such asset, including actions described in clause (a) of this Section 5.10, all at the expense of the Loan Parties, subject to clause (l) of this Section 5.10 and the definition of “Excluded Property.”

(c) Only if there is a requirement to grant mortgages under any Indebtedness secured by Liens that rank *pari passu* to the Liens on the Collateral securing the Obligations as of the date any mortgage would be required to be put in place pursuant to this Section 5.10(c), within 180 days after the acquisition of any Material Real Property after the Closing Date (which such date shall be automatically extended in 60 day increments so long as the Borrower is using commercially reasonable efforts) and subject to the receipt of all required regulatory approvals, the Borrower shall use commercially reasonable efforts to:

(i) grant, and cause each Collateral Guarantor to grant, the Collateral Agent security interests in, and Mortgages on, such Material Real Property, which security interest and mortgage shall constitute valid and enforceable Liens subject to no other Liens except Permitted Liens at the time of recordation thereof,

(ii) deliver, and cause each such Collateral Guarantor to deliver, for recording or filing, the Mortgage or instruments related thereto in such manner and in such places as is required by law to establish, perfect, preserve and protect the Liens in favor of the Collateral Agent (for the benefit of the Secured Parties) required to be granted pursuant to the Mortgages and pay, and cause each such Collateral Guarantor to pay, in full, all Taxes, fees and other charges required to be paid in connection with such recording or filing, in each case subject to clause (g) below; and

(iii) unless otherwise waived by the Collateral Agent, with respect to each such Mortgage, cause the requirements set forth in clauses (f) and (g) of the definition of “Collateral and Guarantee Requirement” to be satisfied with respect to such Material Real Property.

(d) If any additional direct or indirect Subsidiary of Holdings (other than an Excluded Subsidiary) is formed, acquired or ceases to constitute an Excluded Subsidiary following the Closing Date (or, for the avoidance of doubt, becomes a Designated Guarantor Subsidiary or Designated Grantor Subsidiary), within thirty (30) days after the date such Subsidiary is formed or acquired or meets such criteria (or first becomes subject to such requirement) (which such date shall be automatically extended in thirty (30) day increments up to a maximum amount of 180 days so long as the Borrower is using commercially reasonable efforts), notify the Collateral Agent thereof and, within forty-five (45) days after the date such Subsidiary is formed or acquired or

meets such criteria (or first becomes subject to such requirement) (which such date shall be automatically extended in 45 day increments up to a maximum amount of 180 days so long as the Borrower is using commercially reasonable efforts) cause such Subsidiary to become a Guarantor and Collateral Guarantor, as applicable, and cause the Collateral and Guarantee Requirement to be satisfied with respect to such Subsidiary and with respect to any Equity Interest in or Indebtedness of such Subsidiary owned by or on behalf of any Collateral Guarantor, subject to clauses (g) and (j) of this Section 5.10. Notwithstanding anything to the contrary herein, in no circumstance shall an Excluded Subsidiary become a Guarantor or Collateral Guarantor unless designated as such by the Borrower in its sole discretion.

(e) Furnish to the Agents prompt written notice of any change (i) in any Loan Party's corporate or organization name, (ii) in any Loan Party's identity or organizational structure, (iii) in any Loan Party's organizational identification number (to the extent relevant in the applicable jurisdiction of organization) and (iv) in any Loan Party's jurisdiction of organization; provided, that the Borrower shall not effect or permit any such change unless all filings have been made, or will have been made within thirty (30) days following such change (which such date shall be automatically extended in 30 day increments up to a maximum amount of 180 days so long as the Borrower is using commercially reasonable efforts), under the Uniform Commercial Code (or its equivalent in any applicable jurisdiction) that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral in which a security interest may be perfected by such filing, for the benefit of the Secured Parties.

(f) If any additional Foreign Subsidiary of the Borrower is formed or acquired after the Closing Date (with any (x) Subsidiary Redesignation resulting in an Unrestricted Subsidiary becoming a Subsidiary and (y) redomestication of any Subsidiary, in each case, being deemed to constitute the acquisition of a Subsidiary) and if such Subsidiary is a "first tier" Foreign Subsidiary of a Collateral Guarantor, within thirty (30) days after the date such Foreign Subsidiary is formed or acquired (which such date shall be automatically extended in 30 day increments so long as the Borrower is using commercially reasonable efforts), notify the Collateral Agent thereof and, within sixty (60) days after the date such Foreign Subsidiary is formed or acquired (which such date shall be automatically extended in 60 day increments up to a maximum amount of 180 days so long as the Borrower is using commercially reasonable efforts), cause the Collateral and Guarantee Requirement to be satisfied with respect to any Equity Interest in such Foreign Subsidiary owned by or on behalf of any Loan Party, subject to clauses (i) and (k) of this Section 5.10 and the definition of "Excluded Property."

(g) Notwithstanding anything to the contrary in this Agreement or in the other Loan Documents, the Collateral and Guarantee Requirement and the other provisions of this Section 5.10 and the other Loan Documents with respect to Collateral need not be satisfied with respect to Excluded Property.

(h) Each of Holdings and the Borrower will endeavor, and cause each Regulated Grantor Subsidiary and each Regulated Guarantor Subsidiary to endeavor, in good faith using commercially reasonable efforts to (i)(A) cause the Collateral Permit Condition to be satisfied with respect to such Regulated Grantor Subsidiary and (B) cause the Guarantee Permit Condition to be satisfied with respect to such Regulated Guarantor Subsidiary, in each case at the earliest practicable date and (ii) obtain the material (as determined in good faith by the Borrower) authorizations and consents of federal and state Governmental Authorities required to cause any Subsidiary to become a Guarantor and a Collateral Guarantor as required by this Section 5.10 and the Collateral and Guarantee Requirement.

(i) For purposes of this Section 5.10, the requirement that Holdings or the Borrower use “commercially reasonable efforts” shall not be deemed to require it to make material payments in excess of normal fees and costs to or at the direction of Governmental Authorities or to change the manner in which it conducts its business in any respect that the management of the Borrower shall determine in good faith to be adverse or materially burdensome.

(j) Notwithstanding anything to the contrary herein or in any other Loan Document, the Borrower shall have the right, at any time, to designate an Excluded Subsidiary as a Guarantor (and to subsequently release such Guarantee in accordance with Section 9.18(b)); provided that in no circumstance shall an Excluded Subsidiary become a Guarantor unless designated as a Guarantor by the Borrower in its sole discretion.

(k) [reserved].

(l) Notwithstanding anything herein to the contrary herein, (x) the Collateral Agent may grant extensions of time or waiver or modification of the requirement for the creation or perfection of security interests in or the obtaining of insurance with respect to particular assets (including extensions beyond the Closing Date for the perfection of security interests in the assets of the Collateral Guarantors on such date) where it reasonably determines, in consultation with the Borrower, that perfection or obtaining of such items cannot reasonably be accomplished without undue effort or expense or is otherwise impracticable by the time or times required by this Agreement or the other Loan Documents and (y) Liens required to be granted from time to time pursuant to, or any other requirements of, the Collateral and Guarantee Requirement and the Security Documents shall be subject to exceptions and limitations set forth in the Security Documents.

Section 5.11. Ratings. Use commercially reasonable efforts to obtain within sixty (60) days following the Closing Date and to maintain (a) public ratings from Moody’s and S&P for the Term B-3 Loans and (b) public corporate credit ratings and corporate family ratings from Moody’s and S&P in respect of the Borrower; provided, that in each case, that the Borrower and its subsidiaries shall not be required to obtain or maintain any specific rating.

Section 5.12. Restricted and Unrestricted Subsidiaries. Designate any Subsidiary as an Unrestricted Subsidiary only in accordance with the definition of “Unrestricted Subsidiary” contained herein.

Section 5.13. Post-Closing. Take all necessary actions to satisfy the items described on Schedule 5.13 within the applicable period of time specified in such Schedule.

ARTICLE VI

Negative Covenants

Each of Holdings and the Borrower covenants and agrees with each Lender that from the Closing Date until the Termination Date, unless with the written consent of the requisite Lenders in accordance with Section 9.08, the Borrower (or, in the case of Section 6.12, Holdings) will not, and Holdings and the Borrower will not permit any of their Subsidiaries to:

Section 6.01. Indebtedness. Incur, create, assume or permit to exist any Indebtedness, except:

(a) (i) Indebtedness, including Capitalized Lease Obligations (other than Indebtedness described in Section 6.01(b), (l), (t), (u), (cc) and (ee) below) existing or committed on the Closing Date; provided that any such Indebtedness that is owed to any person other than the Borrower and/or one or more of its Subsidiaries, in an aggregate amount in excess of \$25,000,000 shall be set forth in Schedule 6.01 and (ii) any Permitted Refinancing Indebtedness incurred to Refinance such Indebtedness;

(b) (i) Indebtedness created hereunder (including pursuant to Section 2.21, Section 2.22 or Section 2.23) and under the other Loan Documents and (ii) any Refinancing Notes incurred to Refinance such Indebtedness;

(c) Indebtedness of the Borrower or any Subsidiary pursuant to Hedging Agreements entered into for non-speculative purposes;

(d) Indebtedness owed to (including obligations in respect of letters of credit or bank guarantees or similar instruments for the benefit of) any person providing workers' compensation, health, disability or other employee benefits or property, casualty or liability insurance to the Borrower or any Subsidiary, pursuant to reimbursement or indemnification obligations to such person, in each case in the ordinary course of business or consistent with past practice or industry practices;

(e) subject to Section 6.08, Indebtedness of the Borrower to any Subsidiary and of any Subsidiary to the Borrower or any other Subsidiary (including any Loan Proceeds Note or Offering Proceeds Note); provided, that

(i) Indebtedness of any Subsidiary that is not a Loan Party owing to a Loan Party incurred pursuant to this Section 6.01(e) shall be subject to Section 6.04(b);

(ii) Indebtedness owed by any Loan Party to any Subsidiary that is not a Guarantor and Indebtedness of any Guarantor owing to the Borrower incurred pursuant to this Section 6.01(e) shall be subordinated in right of payment to the Loan Obligations pursuant to the Subordinated Intercompany Note; and

(iii) prior to the satisfaction of the Guarantee Permit Condition and the Collateral Permit Condition, any Indebtedness owed by Level 3 Communications or any Loan Proceeds Note Guarantor to any Subsidiary that is not a Guarantor shall be subordinated to the obligations in respect of the Loan Proceeds Note pursuant to the Subordinated Intercompany Note;

(f) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and completion guarantees and similar obligations, in each case provided in the ordinary course of business or consistent with past practice or industry practices, including those incurred to secure health, safety and environmental obligations in the ordinary course of business or consistent with past practice or industry practices;

(g) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of

business or other cash management services, in each case incurred in the ordinary course of business;

(h) (i) Indebtedness of a Subsidiary acquired after the Closing Date or a person merged or consolidated with the Borrower or any Subsidiary after the Closing Date and Indebtedness otherwise assumed by any Loan Party in connection with the acquisition of assets or Equity Interests (including a Permitted Business Acquisition), where such acquisition, merger, amalgamation or consolidation is not prohibited by this Agreement; provided, that

(x) Indebtedness acquired or assumed pursuant to this subclause (h)(x) shall be in existence prior to the respective merger or acquisition of assets or Equity Interests (including a Permitted Business Acquisition) and shall not have been created in contemplation thereof or in connection therewith and

(y) after giving effect to the acquisition or assumption of such Indebtedness, the Total Leverage Ratio shall not be greater than either (A) the Amendment No. 1 Total Leverage Ratio or (B) the Total Leverage Ratio in effect immediately prior to the acquisition or assumption of such Indebtedness, in each case calculated on a Pro Forma Basis for the then most recently ended Test Period; and

(ii) any Permitted Refinancing Indebtedness incurred to Refinance any such Indebtedness;

(i) Capitalized Lease Obligations (and any Permitted Refinancing Indebtedness in respect thereof) in an aggregate principal amount outstanding, together with the aggregate principal amount of any Indebtedness outstanding pursuant to this Section 6.01(i) and Section 6.01(j) below, not to exceed the greater of (x) \$500,000,000 and (y) 35% of Pro Forma LTM EBITDA measured at the time of incurrence, creation or assumption (plus any increase in the amount thereof in connection with any refinancing, renewal or extension thereof to the extent such increase is permitted by the definition of “Permitted Refinancing Indebtedness”);

(j) mortgage financings and other Indebtedness incurred by the Borrower or any Subsidiary prior to or within 360 days after the acquisition, lease, construction, repair, replacement or improvement of fixed or capital assets or any Telecommunications/IS Assets in order to finance such acquisition, lease, construction, repair, replacement or improvement (whether through the direct purchase of property or the Equity Interests of any person owning such property) (and any Permitted Refinancing Indebtedness in respect thereof) in an aggregate principal amount outstanding that immediately after giving effect to the incurrence of such Indebtedness and the use of proceeds thereof, together with the aggregate principal amount of any other Indebtedness outstanding pursuant to this Section 6.01(j) and Section 6.01(i) above, would not exceed the greater of (x) \$500,000,000 and (y) 35% of Pro Forma LTM EBITDA measured when incurred, created or assumed (plus any increase in the amount thereof in connection with any refinancing, renewal or extension thereof to the extent such increase is permitted by the definition of “Permitted Refinancing Indebtedness”);

(k) Indebtedness of the Borrower or any Subsidiary (including, for the avoidance of doubt, any Guarantees thereof), in an aggregate principal amount not to exceed the greater of (x) \$250,000,000 and (y) 17.5% of Pro Forma LTM EBITDA at any time outstanding;

(l) (i) the First Lien Notes issued by the Borrower on the Closing Date and (ii) any Permitted Refinancing Indebtedness in respect thereof;

(m) Guarantees permitted by Section 6.04 (i) by the Borrower of Indebtedness of any Subsidiary that is a Guarantor, (ii) by any Subsidiary that is not a Guarantor of Indebtedness of any other Subsidiary that is not a Guarantor and (iii) by any Guarantor of Indebtedness of the Borrower or any Subsidiary that is a Guarantor;

(n) Indebtedness arising from agreements of the Borrower or any Subsidiary providing for indemnification, adjustment of purchase or acquisition price or similar obligations (including earn-outs), in each case, incurred or assumed in connection with any Permitted Business Acquisition or similar Investment or the disposition of any business, assets or a Subsidiary not prohibited by this Agreement;

(o) Indebtedness in respect of letters of credit, bank guarantees, warehouse receipts or similar instruments issued in the ordinary course of business or consistent with past practice or industry practices and not supporting obligations in respect of Indebtedness for borrowed money;

(p) (i) Permitted Consolidated Cash Flow Debt in an aggregate principal amount such that the Total Leverage Ratio does not exceed 6.00 to 1.00 and (ii) any Permitted Refinancing Indebtedness in respect thereof;

(q) obligations in respect of Cash Management Agreements in the ordinary course of business;

(r) Indebtedness incurred in the ordinary course of business in respect of obligations of the Borrower or any Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services; provided, that such obligations are incurred in connection with open accounts extended by suppliers on customary trade terms in the ordinary course of business and not in connection with the borrowing of money or any Hedging Agreements;

(s) Indebtedness representing deferred compensation to employees, consultants or independent contractors of the Borrower or any Subsidiary incurred in the ordinary course of business;

(t) (i) the Second Lien Notes issued by the Borrower on the Closing Date and (ii) any Permitted Refinancing Indebtedness in respect thereof;

(u) (i) the Existing Unsecured Notes of the Borrower outstanding as of the Closing Date and (ii) any Permitted Refinancing Indebtedness in respect thereof;

(v) Indebtedness issued by the Borrower (and, for the avoidance of doubt, the Guarantee thereof by any Guarantor) and in the form of one or more series of senior or subordinated notes or term loans (which may be unsecured or secured on a junior lien basis or a pari passu basis with the Liens securing the Obligations) (the "Incremental Equivalent Debt"); provided that

(i) no Event of Default under Section 7.01(b), (c), (h) or (i) shall have occurred and be continuing or would exist after giving effect to such Indebtedness,

- (ii) [reserved],
- (iii) such Incremental Equivalent Debt
 - (A) shall have no borrower (other than the Borrower) or guarantor (other than the Guarantors),
 - (B) if secured, shall not be secured by any assets other than the Collateral,
 - (C) shall have a Weighted Average Life to Maturity no shorter than the remaining Weighted Average Life to Maturity of the Term B Loans,
 - (D) shall not be subject to any maturity, mandatory redemption, repurchase, prepayment or sinking fund obligation (other than customary offers to repurchase and prepayment events upon a change of control, asset sale or event of loss (or from the proceeds of an equity offering or Permitted Refinancing Indebtedness) and a customary acceleration right after an event of default) prior to the then Latest Maturity Date,
 - (E) shall have a final maturity no earlier than the Latest Maturity Date in effect at the date of incurrence of such Incremental Equivalent Debt, and
 - (F) shall be subject to the First Lien/First Lien Intercreditor Agreement or a Permitted Junior Intercreditor Agreement, as applicable,
- (iv) such Incremental Equivalent Debt shall have terms and conditions (other than (x) pricing, rate floors, discounts, fees, premiums and optional prepayment or redemption provisions and (y) covenants or other provisions applicable only to periods after the Latest Maturity Date at the time of incurrence of such Indebtedness) that in the good faith judgment of the Borrower are not materially less favorable (when taken as a whole) to the Borrower than the terms and conditions of the Loan Documents (when taken as a whole);
- (v) [reserved]; and
- (vi) after giving effect to the incurrence of such Incremental Equivalent Debt, the aggregate principal amount of all Incremental Equivalent Debt (together with all Incremental Loans and Incremental Term Loan Commitments) shall not exceed the Incremental Amount;
- (w) (i) Subordinated Indebtedness of Holdings; provided, that
 - (A) no Event of Default under Section 7.01(b), (c), (h) or (i) has occurred and is continuing or would result therefrom;
 - (B) [reserved],

(C) does not provide for the payment of cash interest on such Indebtedness prior to the Latest Maturity Date in effect at the time of incurrence of such Indebtedness, and

(D) (1) does not provide for payments of principal of such Indebtedness at stated maturity or by way of a sinking fund applicable thereto or by way of any mandatory redemption, defeasance, retirement or repurchase thereof by Holdings (including any redemption, retirement or repurchase which is contingent upon events or circumstances, but excluding any retirement required by virtue of the acceleration of any payment with respect to such Indebtedness upon any event of default thereunder), in each case on or prior to the Latest Maturity Date in effect at the time of incurrence of such Indebtedness, and (2) does not permit redemption or other retirement (including pursuant to an offer to purchase made by Holdings but excluding through conversion into capital stock of Holdings, other than Disqualified Stock, without any payment by Holdings or its Subsidiaries to the holders thereof) of such Indebtedness at the option of the holder thereof on or prior to the Latest Maturity Date in effect at the time of incurrence of such Indebtedness then outstanding, and

(ii) any Permitted Refinancing Indebtedness in respect thereof;

(x) Indebtedness issued by the Borrower or any Subsidiary to current or former officers, directors and employees, their respective estates, spouses or former spouses to finance the purchase or redemption of Equity Interests of the Borrower permitted by Section 6.06;

(y) Indebtedness consisting of obligations of the Borrower or any Subsidiary under deferred compensation or other similar arrangements incurred by such person in connection with any Investment permitted hereunder;

(z) Indebtedness consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(aa) any Qualified Securitization Facilities; provided that the Priority Leverage Ratio after giving effect to the incurrence of such Indebtedness and the application of the proceeds thereof shall not be greater than the Priority Leverage Ratio in effect immediately prior to the incurrence of such Indebtedness and the application of the proceeds thereof, in each case calculated on a Pro Forma Basis for the then most recently ended Test Period; provided, further, that the Borrower shall cause the Net Proceeds thereof to be applied to (x) prepay, repurchase, redeem or otherwise discharge the Obligations, the First Lien Notes and Other First Lien Debt (other than, for the avoidance of doubt, the LVL Limited Guarantees) and/or (y) prepay, repurchase, redeem or otherwise discharge the Second Lien Notes and other Indebtedness for borrowed money secured by a Junior Lien, in each case in accordance with Section 2.11(b) and Section 2.10(c);

(bb) any Qualified Receivable Facilities in an Outstanding Receivables Amount not to exceed (x) \$500,000,000 and (y) 35% of Pro Forma LTM EBITDA at any time outstanding;

(cc) (i) the Existing 2027 Term Loans of the Borrower outstanding as of the Closing Date and (ii) any Permitted Refinancing Indebtedness in respect thereof;

(dd) any Qualified Digital Products Facilities; provided, that the Priority Leverage Ratio after giving effect to the incurrence of such Indebtedness and the application of the proceeds thereof shall not be greater than the Priority Leverage Ratio in effect immediately prior to the incurrence of such Indebtedness and the application of the proceeds therefore, in each case calculated on a Pro Forma Basis for the then most recently ended Test Period; provided, further, that the Borrower shall cause the Net Proceeds thereof to be applied to (x) prepay, repurchase, redeem or otherwise discharge the Obligations, the First Lien Notes and Other First Lien Debt (other than, for the avoidance of doubt, the LVLTL Limited Guarantees) and/or (y) prepay, repurchase, redeem or otherwise discharge the Second Lien Notes and other Indebtedness for borrowed money secured by a Junior Lien, in each case in accordance with Section 2.11(b) and Section 2.10(c);

(ee) (i) Guarantees by the Loan Parties consisting of the LVLTL Limited Guarantees; provided, that (A) the aggregate principal amount of the LVLTL Limited Series A Guarantee shall not exceed \$150,000,000, (B) the aggregate principal amount of the LVLTL Limited Series B Guarantee shall not exceed \$150,000,000 and (ii) any Permitted Refinancing Indebtedness in respect thereof;

(ff) Indebtedness outstanding on the Closing Date owing by Level 3 Communications to Holdings pursuant to the Parent Intercompany Note; and

(gg) all premiums (if any), interest (including post-petition interest and paid-in-kind interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (a) through (ff) above.

For purposes of determining compliance with this Section 6.01 or Section 6.02, the amount of any Indebtedness denominated in any currency other than Dollars shall be calculated based on currency exchange rates in effect, in the case of such Indebtedness incurred (in respect of term Indebtedness) or committed (in respect of revolving Indebtedness) on or prior to the Closing Date, on the Closing Date and, in the case of such Indebtedness incurred (in respect of term Indebtedness) or committed (in respect of revolving Indebtedness) after the Closing Date, on the date on which such Indebtedness was incurred (in respect of term Indebtedness) or committed (in respect of revolving Indebtedness); provided, that if such Indebtedness is incurred to refinance other Indebtedness denominated in a currency other than Dollars (or in a different currency from the Indebtedness being refinanced), and such refinancing would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed (i) the outstanding or committed principal amount, as applicable, of such Indebtedness being refinanced plus (ii) the aggregate amount of fees, underwriting discounts, premiums (including tender premiums), defeasance costs and other costs and expenses incurred in connection with such refinancing.

Further, for purposes of determining compliance with this Section 6.01:

(i) Indebtedness need not be permitted solely by reference to one category of permitted Indebtedness (or any portion thereof) described in Sections 6.01(a) through (gg) but may be permitted in part under any relevant combination thereof (and subject to compliance, where relevant, with Section 6.02);

(ii) in the event that an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of permitted Indebtedness (or any portion thereof) described in Sections 6.01(a) through (gg), the Borrower may, in its sole discretion, classify or divide such item of Indebtedness (or any portion thereof) in any manner that complies with this Section 6.01 (including, in the case of Indebtedness incurred on the same day, electing the order in which such Indebtedness shall be deemed incurred for purposes of computing the available amount under any category) and will be entitled to only include the amount and type of such item of Indebtedness (or any portion thereof) in one of the above clauses (or any portion thereof) and such item of Indebtedness (or any portion thereof) shall be treated as having been incurred or existing pursuant to only such clause or clauses (or any portion thereof); provided, that (A) all Indebtedness outstanding under this Agreement shall at all times be deemed to have been incurred pursuant to clause (b) of this Section 6.01 and (B) all Indebtedness outstanding under the LVL Limited Guarantees shall at all times be deemed to have been incurred pursuant to clause (ee) of this Section 6.01;

(iii) at the option of the Borrower by written notice to the Administrative Agent, any Indebtedness and/or Lien incurred to finance a Limited Condition Transaction shall be deemed to have been incurred on the date of execution of the acquisition agreement, the declaration of the dividend by the Board of Directors of the Borrower or the applicable Subsidiary or the giving of the irrevocable notice of repayment or redemption, as applicable, related to such Limited Condition Transaction (and not at the time such Limited Condition Transaction is consummated) and the First Lien Leverage Ratio, Total Leverage Ratio, Priority Leverage Ratio and/or compliance with Pro Forma LTM EBITDA in respect of Permitted Consolidated Cash Flow Debt shall be tested (x) in connection with such incurrence, as of the date of execution of the acquisition agreement, the declaration of the dividend by the Board of Directors of the Borrower or the applicable Subsidiary or the giving of the irrevocable notice of repayment or redemption, as applicable related to such Limited Condition Transaction was entered into, giving pro forma effect to such Limited Condition Transaction, to any such Indebtedness or Lien, and to all transactions in connection therewith and (y) in connection with any other incurrence after the date definitive acquisition agreement was entered into, the date of declaration of the dividend by the Board of Directors of the Borrower or the applicable Subsidiary or the date of giving of the irrevocable notice of repayment or redemption, as applicable related to such Limited Condition Transaction and prior to the earlier of the consummation of such Limited Condition Transaction or the termination of such definitive agreement or abandonment of such dividend, repayment or redemption prior to the incurrence (but not, for the avoidance of doubt, for purposes of determining the Applicable Margin), both (i) on the basis set forth in clause (x) above and (ii) without giving effect to such Limited Condition Transaction or the incurrence of any such Indebtedness or Liens or the other transactions in connection therewith.

In addition, with respect to any Indebtedness that was permitted to be incurred hereunder on the date of such incurrence, any Increased Amount of such Indebtedness shall also be permitted hereunder after the date of such incurrence.

This Agreement will not treat (x) unsecured Indebtedness as subordinated or junior in right of payment to secured Indebtedness merely because it is unsecured or (y) senior Indebtedness as subordinated or junior in right of payment to any other senior Indebtedness merely because it has a junior priority with respect to the same collateral.

Accrual of interest, accrual of dividends, the accretion of accreted value, the accretion or amortization of original issue discount, the payment of interest in the form of additional Indebtedness, the payment of dividends in the form of additional shares of Disqualified Stock or the reclassification of commitments or obligations not treated as Indebtedness due to a change in GAAP will not be deemed to be an incurrence of Indebtedness for purposes of this Section 6.01 (or, for the avoidance of doubt the incurrence of a Lien for purposes of Section 6.02).

For the avoidance of doubt, Permitted Refinancing Indebtedness (and all subsequent refinancings thereof with Permitted Refinancing Indebtedness) or any Refinancing Notes shall not increase the amount of Indebtedness that is permitted to be incurred pursuant to any provision of this Section 6.01 other than, in each case, as permitted by the definitions of Permitted Refinancing Indebtedness or Refinancing Notes with respect to each such incurrence of Permitted Refinancing Indebtedness or Refinancing Notes, as applicable.

Notwithstanding anything to the contrary herein or in any other Loan Document:

(A) any Indebtedness (including all intercompany loans and Guarantees of Indebtedness but excluding the Loan Proceeds Note and any guarantees in respect thereof) incurred after the Closing Date owed by the Borrower or a Subsidiary to the Borrower or a Subsidiary shall be subordinated in right of payment to the Loan Obligations pursuant to the Subordinated Intercompany Note or other customary payment subordination provisions (this clause, the “Double-Dip Provision”);

(B) a LVLT/Lumen Qualified Digital Products Facility shall only be permitted under this Section 6.01 to the extent (w) a LVLT Subsidiary owns a percentage of the Equity Interests of the applicable LVLT/Lumen Digital Products Subsidiary that corresponds to the SPE Relevant Assets Percentage with respect to such LVLT/Lumen Qualified Digital Products Facility, (x) such LVLT Subsidiary receives a portion of the proceeds of such LVLT/Lumen Qualified Digital Products Facility equal to or greater than the SPE Relevant Assets Percentage with respect to such LVLT/Lumen Qualified Digital Products Facility, (y) all distributions by the applicable LVLT/Lumen Digital Products Subsidiary are made ratably based on the percentage of Equity Interests of the applicable LVLT/Lumen Digital Products Subsidiary owned by LVLT Subsidiary and the Non-LVLT Entity and (z) the Borrower shall apply (or cause to be applied) the Net Proceeds thereof to be applied in accordance with Section 2.11(b);

(C) a LVLT/Lumen Qualified Securitization Facility shall only be permitted under this Section 6.01 to the extent (w) a LVLT Subsidiary owns a percentage of the Equity Interests of the applicable LVLT/Lumen Securitization Subsidiary that corresponds to the SPE Relevant Assets Percentage with respect to such LVLT/Lumen Qualified Securitization Facility, (x) such LVLT Subsidiary receives a portion of the proceeds of such LVLT/Lumen Qualified Securitization Facility equal to or greater than the SPE Relevant Assets Percentage with respect to such LVLT/Lumen Qualified Securitization Facility, (y) all distributions by the applicable LVLT/Lumen Securitization Subsidiary are made ratably based on the percentage of Equity Interests of the applicable LVLT/Lumen Securitization Subsidiary owned by LVLT Subsidiary and the Non-LVLT Entity and (z) the Borrower shall apply (or cause to be applied) the Net Proceeds thereof to be applied in accordance with Section 2.11(b).

Section 6.02. Liens. Create, incur, assume or permit to exist any Lien on any property or assets (including stock or other securities of any person) of the Borrower or any Subsidiary now owned or hereafter acquired by it or on any income or revenues or rights in respect of any thereof, except the following (collectively, "Permitted Liens"):

(a) Liens on property or assets of the Borrower and the Subsidiaries existing on the Closing Date and, to the extent securing Indebtedness in an aggregate principal amount in excess of \$25,000,000, set forth on Schedule 6.02 and any modifications, replacements, renewals or extensions thereof; provided, that such Liens shall secure only those obligations that they secure on the Closing Date (and any Permitted Refinancing Indebtedness in respect of such obligations permitted by Section 6.01) and shall not subsequently apply to any other property or assets of the Borrower or any Subsidiary other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien and (B) proceeds and products thereof;

(b) any Lien created under the Loan Documents and Liens under the applicable security documents securing obligations in respect of Secured Hedge Agreements and Secured Cash Management Agreements;

(c) any Lien on any property or asset of the Borrower or any Subsidiary securing Indebtedness or Permitted Refinancing Indebtedness permitted by Section 6.01(h); provided, that (i) such Lien is not created in contemplation of or in connection with such acquisition or such person becoming a Subsidiary, as the case may be, and (ii) such Lien does not apply to any other property or assets of the Borrower or any of the Subsidiaries not securing such Indebtedness at the date of the acquisition of such property or asset and accessions and additions thereto and proceeds and products thereof (other than accessions thereto and proceeds thereof so acquired or any after-acquired property of such person becoming a Subsidiary (but not of the Borrower or any other Loan Party, including any Loan Party into which such acquired entity is merged) required to be subjected to such Lien pursuant to the terms of such Indebtedness (and Permitted Refinancing Indebtedness in respect thereof));

(d) Liens for Taxes, assessments or other governmental charges or levies not yet delinquent by more than 30 days or that are being contested in good faith in compliance with Section 5.03;

(e) Liens imposed by law, constituting landlord's, carriers', warehousemen's, mechanics', materialmen's, repairmen's, supplier's, construction or other like Liens, securing obligations that are not overdue by more than 30 days or that are being contested in good faith by appropriate proceedings and in respect of which, if applicable, the Borrower or any Subsidiary shall have set aside on its books reserves in accordance with GAAP;

(f) (i) pledges and deposits and other Liens made in the ordinary course of business in compliance with the Federal Employers Liability Act or any other workers' compensation, unemployment insurance and other social security laws or regulations and deposits securing liability to insurance carriers under insurance or self-insurance arrangements in respect of such obligations and (ii) pledges and deposits and other Liens securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to the Borrower or any Subsidiary;

(g) deposits and other Liens to secure the performance of bids, trade contracts (other than for Indebtedness), leases (other than Capitalized Lease Obligations), statutory obligations,

surety and appeal bonds, performance and return of money bonds, bids, leases, government contracts, trade contracts, agreements with utilities, and other obligations of a like nature (including letters of credit in lieu of any such bonds or to support the issuance thereof), in each case to the extent such deposits and other Liens are incurred in the ordinary course of business, including those incurred to secure health, safety and environmental obligations in the ordinary course of business;

(h) zoning, land use and building restrictions, regulations and ordinances, easements, survey exceptions, minor encroachments by and on the Real Property, railroad trackage rights, sidings and spur tracks, leases (other than Capitalized Lease Obligations), subleases, licenses, special assessments, rights-of-way, covenants, conditions, restrictions and declarations on or with respect to the use of Real Property, reservations, restrictions and leases of or with respect to oil, gas, mineral, riparian and water rights and water usage, servicing agreements, development agreements, site plan agreements and other similar encumbrances incurred in the ordinary course of business and title defects or irregularities that are of a minor nature and that, in the aggregate, do not interfere in any material respect with the ordinary conduct of the business of the Borrower or any Subsidiary;

(i) Liens securing Indebtedness permitted by Sections 6.01(i) and 6.01(j); provided, that such Liens do not apply to any property or assets of the Borrower or any Subsidiary other than the property or assets acquired, leased, constructed, replaced, repaired or improved with such Indebtedness (or the Indebtedness Refinanced thereby), and accessions and additions thereto, proceeds and products thereof, customary security deposits and related property; provided, further, that individual financings provided by one lender may be cross-collateralized to other financings provided by such lender (and its Affiliates);

(j) [reserved];

(k) non-consensual Liens securing judgments that do not constitute an Event of Default under Section 7.01(j);

(l) any interest or title of a ground lessor or any other lessor, sublessor or licensor under any ground leases or any other leases, subleases or licenses entered into by the Borrower or any Subsidiary in the ordinary course of business, and all Liens suffered or created by any such ground lessor or any other lessor, sublessor or licensor (or any predecessor in interest) with respect to any such interest or title in the real property which is subject thereof;

(m) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks and other financial institutions not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposits, sweep accounts, reserve accounts or similar accounts of the Borrower or any Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower or any Subsidiary, including with respect to credit card charge-backs and similar obligations, or (iii) relating to purchase orders and other agreements entered into with customers, suppliers or service providers of the Borrower or any Subsidiary in the ordinary course of business;

(n) Liens (i) arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights, (ii) attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business, (iii) encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to brokerage accounts incurred in the ordinary course of business and not for speculative purposes, (iv) in respect

of Third Party Funds related to transactions not otherwise prohibited by the terms of this Agreement or (v) in favor of credit card companies pursuant to agreements therewith;

(o) Liens securing obligations in respect of letters of credit, bank guarantees, warehouse receipts or similar obligations permitted under Section 6.01(f) or (o) and incurred in the ordinary course of business or consistent with past practice or industry practices and not supporting obligations in respect of Indebtedness for borrowed money;

(p) leases or subleases, and licenses or sublicenses (including with respect to any fixtures, furnishings, equipment, vehicles or other personal property or Intellectual Property) granted to others in the ordinary course of business not interfering in any material respect with the business of the Borrower and its Subsidiaries, taken as a whole;

(q) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(r) Liens solely on any cash earnest money deposits made by the Borrower or any of the Subsidiaries in connection with any letter of intent or purchase agreement in respect of any Investment permitted hereunder;

(s) [reserved];

(t) Liens on any amounts held by a trustee under any indenture or other debt agreement issued in escrow pursuant to customary escrow arrangements pending the release thereof, or under any indenture or other debt agreement pursuant to customary discharge, redemption or defeasance provisions;

(u) the prior rights of consignees and their lenders under consignment arrangements entered into in the ordinary course of business;

(v) agreements to subordinate any interest of the Borrower or any Subsidiary in any accounts receivable or other proceeds arising from inventory consigned by the Borrower or any of their Subsidiaries pursuant to an agreement entered into in the ordinary course of business;

(w) Liens arising from precautionary Uniform Commercial Code financing statements regarding operating leases or other obligations not constituting Indebtedness;

(x) Liens (i) on Equity Interests in joint ventures that are not Subsidiaries (A) securing obligations of such joint venture or (B) pursuant to the relevant joint venture agreement or arrangement and (ii) on Equity Interests in Unrestricted Subsidiaries securing obligations solely of the Unrestricted Subsidiaries;

(y) Liens on securities that are the subject of repurchase agreements constituting Permitted Investments under clause (c) of the definition thereof;

(z) Liens on Collateral that are Other First Liens securing Indebtedness permitted pursuant to Section 6.01(l) and Section 6.01(ee); provided, that such Liens are subject to the First Lien/First Lien Intercreditor Agreement;

(aa) Liens securing insurance premiums financing arrangements; provided, that such Liens are limited to the applicable unearned insurance premiums;

(bb) in the case of Real Property that constitutes a leasehold interest, any Lien to which the fee simple interest (or any superior leasehold interest) is subject;

(cc) Liens securing Indebtedness or other obligations (i) of the Borrower or a Subsidiary in favor of the Borrower or any Guarantor and (ii) of any Subsidiary that is not a Guarantor in favor of any Subsidiary that is not a Guarantor;

(dd) Liens on cash or Permitted Investments securing Hedging Agreements entered into for non-speculative purposes in the ordinary course of business submitted for clearing in accordance with applicable Requirements of Law;

(ee) Liens on goods or inventory the purchase, shipment or storage price of which is financed by a documentary letter of credit or bank guarantee issued or created for the account of the Borrower or any Subsidiary in the ordinary course of business; provided, that such Lien secures only the obligations of the Borrower or such Subsidiaries in respect of such letter of credit, bank guarantee or banker's acceptance to the extent permitted under Section 6.01;

(ff) Subordination, non-disturbance and/or attornment agreements with any ground lessor, lessor or any mortgagor of any of the foregoing, with respect to any ground lease or other lease or sublease entered into by Borrower or any Subsidiary;

(gg) Liens on Collateral that are Other First Liens or Junior Liens, so long as such Other First Liens or Junior Liens secure Indebtedness permitted by Section 6.01(b) or Section 6.01(v) and such Liens are subject to the First Lien/First Lien Intercreditor Agreement or a Permitted Junior Intercreditor Agreement, as applicable;

(hh) liens arising out of conditional sale, title retention or similar arrangements for the sale or purchase of goods by the Borrower or any of the Subsidiaries in the ordinary course of business;

(ii) with respect to any Real Property which is acquired in fee after the Closing Date, Liens which exist immediately prior to the date of acquisition, excluding any Liens securing Indebtedness which is not otherwise permitted hereunder; provided, that (i) such Lien is not created in contemplation of or in connection with such acquisition and (ii) such Lien does not apply to any other property or assets of the Borrower or any of its Subsidiaries;

(jj) Liens (i) that are incidental to the conduct of the Borrower's and its Subsidiaries' businesses or the ownership of its property not securing any Indebtedness of the Borrower or a Subsidiary of the Borrower, and which do not in the aggregate materially detract from the value of the Borrower's and its Subsidiaries' property when taken as a whole, or materially impair the use thereof in the operation of its business and (ii) in an aggregate outstanding principal amount that immediately after giving effect to the incurrence of such Liens, would not exceed \$250,000,000 and (y) 17.5% of Pro Forma LTM EBITDA at any time outstanding;

(kk) (i) Liens on Collateral that are Second Liens securing Indebtedness permitted pursuant to Section 6.01(t), (ii) Liens on Collateral that are Second Liens securing additional Indebtedness permitted pursuant to Section 6.01, and (iii) Liens on Collateral that secure additional

Indebtedness permitted pursuant to Section 6.01 on a basis that is junior to any Liens permitted pursuant to clauses (i) and (ii) above; provided, in the case of clauses (i), (ii) and (iii) above, such Liens are subject to a Permitted Junior Intercreditor Agreement;

(II) (i) Liens (including precautionary lien filings) in respect of the Disposition of Receivables, and Liens granted with respect to such Receivables by the relevant Receivables Subsidiary, in connection with any Qualified Receivable Facility permitted by Section 6.01(bb), (ii) Liens (including precautionary lien filings) in respect of the Disposition of Securitization Assets, and Liens granted with respect to such Securitization Assets by the relevant Securitization Subsidiary, in connection with any Qualified Securitization Facility permitted by Section 6.01(aa) and (iii) Liens (including precautionary lien filings) in respect of the Disposition of Digital Products, and Liens granted with respect to such Digital Products by the relevant Digital Products Subsidiary, in connection with any Qualified Digital Products Facility permitted by Section 6.01(dd);

(mm) [reserved]; or

(nn) Liens on Collateral that are Other First Liens so long as such Other First Liens secure Indebtedness permitted by Section 6.01(cc) and such Liens are subject to the First Lien/First Lien Intercreditor Agreement.

For purposes of determining compliance with this Section 6.02, (x) a Lien securing an item of Indebtedness need not be permitted solely by reference to one category of permitted Liens (or any portion thereof) described in Section 6.02(a) through (nn) but may be permitted in part under any combination thereof and (y) in the event that a Lien securing an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of permitted Liens (or any portion thereof) described in Section 6.02(a) through (nn), the Borrower may, in its sole discretion, classify or divide such Lien securing such item of Indebtedness (or any portion thereof) in any manner that complies with this Section 6.02 (including, in the case of Lien incurred on the same day, electing the order in which such Lien shall be deemed incurred for purposes of computing the available amount under any category) and will be entitled to only include the amount and type of such Lien or such item of Indebtedness secured by such Lien (or any portion thereof) in one of the above clauses and such Lien securing such item of Indebtedness (or portion thereof) will be treated as being incurred or existing pursuant to only such clause or clauses (or any portion thereof).

Section 6.03. [Reserved].

Section 6.04. Investments, Loans and Advances. (i) Purchase or acquire (including pursuant to any merger with a person that is not a Wholly-Owned Subsidiary immediately prior to such merger) any Equity Interests, evidences of Indebtedness or other securities of any other person, (ii) make any loans, capital contributions or advances to or Guarantees of the Indebtedness of any other person, or (iii) purchase or otherwise acquire, in one transaction or a series of related transactions, (x) all or substantially all of the property and assets or business of another person or (y) assets constituting a business unit, line of business or division of such person (each of the foregoing, an “Investment”), except:

(a) Investments in respect of (x) intercompany liabilities incurred in connection with payroll, cash management, purchasing, insurance, tax, licensing, management, technology and accounting operations of the Borrower and its Subsidiaries and (y) intercompany loans, advances or Indebtedness having a term not exceeding 364 days (inclusive of any roll-overs or extensions of

terms), in each case of clause (x) and (y), made in the ordinary course of business or consistent with industry practice;

(b) Investments by the Borrower or any of the Borrower's Subsidiaries in the Borrower or any Subsidiary;

(c) Permitted Investments and Investments that were Permitted Investments when made;

(d) Investments arising out of the receipt by the Borrower or any Subsidiary of non-cash consideration for the Disposition of assets permitted under Section 6.05 to a person that is not the Borrower, a Subsidiary thereof or any Affiliate of the foregoing;

(e) loans and advances to officers, directors, employees or consultants of the Borrower or any Subsidiary (i) in the ordinary course of business in an aggregate outstanding amount (valued at the time of the making thereof, and without giving effect to any write-downs or write-offs thereof) not to exceed \$25,000,000, (ii) in respect of payroll payments and expenses in the ordinary course of business and (iii) in connection with such person's purchase of Equity Interests of the Borrower;

(f) accounts receivable, security deposits and prepayments arising and trade credit granted in the ordinary course of business and any assets or securities received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss and any prepayments and other credits to suppliers made in the ordinary course of business;

(g) Hedging Agreements entered into for non-speculative purposes;

(h) Investments existing on, or contractually committed as of, the Closing Date and set forth on Schedule 6.04 and any extensions, renewals, replacements or reinvestments thereof, so long as the aggregate amount of all Investments pursuant to this clause (h) is not increased at any time above the amount of such Investment existing or committed on the Closing Date (other than pursuant to an increase as required by the terms of any such Investment as in existence on the Closing Date or as otherwise permitted by this Section 6.04);

(i) Investments resulting from pledges and deposits under Sections 6.02(f), (g), (n), (q), (r), and (hh);

(j) Investments by the Borrower or any Subsidiary in an aggregate amount not to exceed the greater of (x) \$250,000,000 and (y) 35% of Pro Forma LTM EBITDA at any time outstanding; provided, that if any Investment pursuant to this Section 6.04(j) is made in any person that was not a Subsidiary on the date on which such Investment was made but becomes a Subsidiary thereafter, then such Investment may, at the option of the Borrower, upon such person becoming a Subsidiary and so long as such person remains a Subsidiary, be deemed to have been made pursuant to Section 6.04(b) (to the extent permitted by the provisions thereof) and not in reliance on this Section 6.04(j);

(k) Investments in persons engaged in the Telecommunications/IS Business (including pursuant to a Permitted Business Acquisition) in the aggregate amount not to exceed the sum of (x) \$200,000,000 at any time outstanding, plus (y) so long as two or more

Rating Agencies have assigned a rating to the Borrower's long-term secured debt that is greater than the Closing Date Rating, an additional \$200,000,000;

(l) (i) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with or judgments against, customers and suppliers, in each case in the ordinary course of business or Investments acquired by the Borrower or a Subsidiary as a result of a foreclosure by the Borrower or any of the Subsidiaries with respect to any secured Investments or other transfer of title with respect to any secured Investment in default and (ii) Investments in connection with tax planning and related transactions in the ordinary course of business that do not result in the release of any Guarantor or any material portion of the Collateral;

(m) Investments of a Subsidiary acquired after the Closing Date or of a person merged into the Borrower or merged into or consolidated with a Subsidiary after the Closing Date, in each case, (i) to the extent such acquisition, merger, amalgamation or consolidation is permitted under this Section 6.04, (ii) in the case of any acquisition, merger, amalgamation or consolidation, in accordance with Section 6.05 and (iii) to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(n) acquisitions by the Borrower of obligations of one or more officers or other employees of the Borrower or its Subsidiaries in connection with such officer's or employee's acquisition of Equity Interests of the Borrower, so long as no cash is actually advanced by the Borrower or any of the Subsidiaries to such officers or employees in connection with the acquisition of any such obligations;

(o) Guarantees by the Borrower or any Subsidiary of operating leases (other than Capitalized Lease Obligations) or of other obligations that do not constitute Indebtedness of the kind described in clauses (a), (b), (e), (f), (g), (h), (i), (j) or (k) of the definition thereof, in each case entered into by the Borrower or any Subsidiary in the ordinary course of business;

(p) Investments to the extent that payment for such Investments is made with Qualified Equity Interests of the Borrower;

(q) Investments in the ordinary course of business consisting of Uniform Commercial Code Article 3 endorsements for collection or deposit and Uniform Commercial Code Article 4 customary trade arrangements with customers;

(r) any Specified Digital Products Investment;

(s) (i) advances in the form of a prepayment of expenses, so long as such expenses are being paid in accordance with customary trade terms of the Borrower or such Subsidiary and (ii) Investments in connection with implementation costs associated with Foreign Subsidiaries in the ordinary course of business that do not result in the release of any Guarantor or any material portion of the Collateral;

(t) Investments by the Borrower and the Subsidiaries, if the Borrower or any Subsidiary would otherwise be permitted to make a Restricted Payment under Section 6.06(g) in such amount (provided, that the amount of any such Investment shall also be deemed to be a Restricted Payment (and shall reduce capacity) under Section 6.06(g) for all purposes of this Agreement);

(u) (i) advances to Lumen pursuant to the Lumen Intercompany Loan in an aggregate principal amount not to exceed \$1,200,000,000 plus (ii) advances pursuant to any other intercompany loan entered into on a secured basis and on terms substantially consistent with the Lumen Intercompany Loan in an amount equal to the amount of cash proceeds actually received by the Borrower from Lumen from the prepayment or repayment of principal under the Lumen Intercompany Loan; provided that, for the avoidance of doubt, in no event shall the aggregate principal amount of advances made under this clause (u) exceed \$1,200,000,000 at any time outstanding;

(v) Investments consisting of the licensing or contribution of Intellectual Property pursuant to joint marketing or other similar arrangements with other persons;

(w) to the extent constituting Investments, purchases and acquisitions of inventory, supplies, materials and equipment or purchases of contract rights, or licenses or sublicenses of Intellectual Property, in each case, in the ordinary course of business;

(x) any Investment in fixed income or other assets by any Subsidiary that is a so-called “captive” insurance company (each, an “Insurance Subsidiary”) consistent with its customary practices of portfolio management;

(y) Investments necessary to consummate the Transactions;

(z) Investments in connection with any (i) Qualified Securitization Facility permitted under Section 6.01(aa), (ii) Qualified Receivable Facility permitted under Section 6.01(bb) and (iii) Qualified Digital Products Facility permitted under Section 6.01(dd);

(aa) advances to Lumen pursuant to the Lumen Intercompany Revolving Loan in an amount at any time outstanding not to exceed \$1,825,000,000; provided, that such advances are made in the ordinary course of business;

(bb) unlimited Investments; provided that the Total Leverage Ratio on a Pro Forma Basis for the Test Period immediately preceding the making of such Investment shall be less than or equal to 6.00 to 1.00; and

(cc) Investments in an amount not to exceed the Available Amount; provided that at the time of such Investment and immediately after giving effect thereto, no Event of Default shall have occurred and be continuing.

For purposes of determining compliance with this Section 6.04, (A) an Investment need not be permitted solely by reference to one category of permitted Investments (or any portion thereof) described in Sections 6.04(a) through (cc) but may be permitted in part under any relevant combination thereof and (B) in the event that an Investment (or any portion thereof) meets the criteria of one or more of the categories of permitted Investments (or any portion thereof) described in Sections 6.04(a) through (cc), the Borrower may, in its sole discretion, classify or divide such Investment (or any portion thereof) in any manner that complies with this Section 6.04 and will be entitled to only include the amount and type of such Investment (or any portion thereof) in one or more (as relevant) of the above clauses (or any portion thereof) and such Investment (or any portion thereof) shall be treated as having been made or existing pursuant to only such clause or clauses (or any portion thereof); provided, that all Investments described in Schedule 6.04 shall be deemed outstanding under Section 6.04(h).

The amount of any Investment made other than in the form of cash, Permitted Investments or other cash equivalents shall be the Fair Market Value thereof valued at the time of the making thereof, and without giving effect to any subsequent write-downs or write-offs thereof.

Section 6.05. Mergers, Consolidations, Sales of Assets and Acquisitions. Merge into, amalgamate with or consolidate with any other person, or permit any other person to merge into, amalgamate with or consolidate with it, or Dispose of (in one transaction or in a series of related transactions) all or any part of its assets (whether now owned or hereafter acquired), or Dispose of any Equity Interests of any Subsidiary, or purchase, lease or otherwise acquire (in one transaction or a series of related transactions) all or substantially all of the assets of any other person or division or line of business of a person, except that this Section 6.05 shall not prohibit:

(a) (i) the purchase and Disposition of inventory or equipment, (ii) the acquisition or lease (pursuant to an operating lease) of any other asset, (iii) the Disposition of surplus, obsolete, damaged or worn out equipment or other tangible property and (iv) the Disposition of Permitted Investments, in each case pursuant to this clause (a) (as determined in good faith by the Borrower), by the Borrower or any Subsidiary in the ordinary course of business or, with respect to operating leases, otherwise for Fair Market Value on market terms;

(b) any of the following actions:

(i) the merger, amalgamation or consolidation of any Subsidiary with or into the Borrower in a transaction in which the Borrower is the survivor and no person other than the Borrower receives any consideration (unless otherwise permitted by Section 6.04),

(ii) the merger, amalgamation or consolidation of any Subsidiary with or into any Collateral Guarantor (other than Holdings) in a transaction in which the surviving or resulting entity is or becomes a Collateral Guarantor and no person other than a Collateral Guarantor receives any consideration (unless otherwise permitted by Section 6.04),

(iii) the merger, amalgamation or consolidation of any Subsidiary that is not a Guarantor with or into any other Subsidiary that is not a Guarantor,

(iv) the liquidation or dissolution or change in form of entity of any Subsidiary (the "Subject Subsidiary") if (x) the Borrower determines in good faith that such liquidation, dissolution or change in form is in the best interests of the Borrower and is not materially disadvantageous to the Lenders, (y) the same meets the requirements contained in the proviso to Section 5.01(a) and (z)(1) if the Subject Subsidiary is a Collateral Guarantor, the assets are transferred to a Collateral Guarantor and (2) if the Subject Subsidiary is a Guarantor, the assets are transferred to a Guarantor;

(v) any Subsidiary may merge, amalgamate or consolidate with any other person in order to effect an Investment permitted pursuant to Section 6.04 so long as the continuing or surviving person shall be a Subsidiary (unless otherwise permitted by Section 6.04 (other than Section 6.04(m)(ii))), which shall be (1) a Collateral Guarantor if the merging, amalgamating or consolidating Subsidiary was a Collateral Guarantor and (2) a Guarantor if the merging, amalgamating or consolidating Subsidiary was a Guarantor, and in each case together with each of its Subsidiaries shall have complied with any applicable requirements of Section 5.10, or

(vi) any Subsidiary may merge, amalgamate or consolidate with any other person in order to effect an Asset Sale otherwise permitted pursuant to this Section 6.05;

(c) Dispositions to the Borrower or a Subsidiary of the Borrower;

(d) Dispositions (x) in the form of cash investments consisting of intercompany liabilities incurred in connection with the cash management, tax and accounting operations of the Borrower and its Subsidiaries, or (y) of intercompany loans, advances or indebtedness having a term not exceeding 364 days, in each case, made in the ordinary course of business;

(e) Investments permitted by Section 6.04 (other than Section 6.04(m)(ii)), Permitted Liens, and Restricted Payments permitted by Section 6.06;

(f) the discount or sale, in each case without recourse and in the ordinary course of business, of past due receivables arising in the ordinary course of business, but only in connection with the compromise or collection thereof consistent with customary industry practice (and not as part of any bulk sale or financing of receivables);

(g) Dispositions of assets (including pursuant to a sale lease back transaction); provided, that

(i) the Net Proceeds thereof, if any, are applied in accordance with Section 2.11(b) to the extent required thereby,

(ii) any such Dispositions shall comply with the final sentence of this Section 6.05, and

(iii) the Borrower may not dispose of all or substantially all of the assets of the Borrower and its Subsidiaries taken as a whole in one transaction or a series of related transactions pursuant to this clause (g);

provided, further, that for the avoidance of doubt, the sale or contribution of Receivables, Securitization Assets or Digital Products in connection with a Qualified Receivable Facility, Qualified Securitization Facility or Qualified Digital Products Facility, respectively, shall be governed by Section 6.05(o) and not this Section 6.05(g);

(h) Dispositions of unused or excess IP addresses;

(i) leases, licenses or subleases or sublicenses of any real or personal property in the ordinary course of business;

(j) Dispositions of inventory or Dispositions or abandonment of Intellectual Property of the Borrower and its Subsidiaries determined in good faith by the management of the Borrower to be no longer economically practicable to maintain or useful or necessary in the operation of the business of the Borrower or any of the Subsidiaries;

(k) Dispositions (whether in one transaction or in a series of related transactions) of assets having a Fair Market Value not in excess of \$30,000,000 per a single transaction or series of related transactions;

(l) Dispositions of Specified Digital Products Investments;

(m) any exchange or swap of assets (other than cash and Permitted Investments) in the ordinary course of business for other assets (other than cash and Permitted Investments) of comparable or greater value or usefulness to the business of the Borrower and the Subsidiaries as a whole, determined in good faith by the management of the Borrower;

(n) if at the time thereof and immediately after giving effect thereto no Event of Default shall have occurred and be continuing or would result therefrom, (A) any Subsidiary or any other person may be merged, amalgamated or consolidated with or into the Borrower; provided, that the Borrower shall be the surviving entity or (B) any Subsidiary or any other person may be merged, amalgamated or consolidated with or into the Borrower or all or substantially all of the assets of the Borrower and its Subsidiaries taken as a whole may be Disposed of to any person; provided, that in the case of this subclause (B) either the Borrower shall be the surviving entity or, if the surviving person (or the person to whom all or substantially all of the assets of the Borrower and its Subsidiaries are disposed) is not the Borrower (such other person, the “Successor Borrower”)

(i) the Successor Borrower shall be an entity organized or existing under the laws of the United States, any state thereof or the District of Columbia,

(ii) the Successor Borrower shall expressly assume all the obligations of the Borrower under this Agreement and the other Loan Documents pursuant to a supplement hereto or thereto in customary form,

(iii) each Guarantor, unless it is the other party to such merger, amalgamation or consolidation, shall have by a supplement to the Guarantee Agreement, as applicable, confirmed that its guarantee thereunder shall apply to any Successor Borrower’s obligations under this Agreement,

(iv) each Collateral Guarantor, unless it is the other party to such merger, amalgamation or consolidation, shall have by a supplement to any applicable Security Document affirmed that its obligations thereunder shall apply to its guarantee as reaffirmed pursuant to clause (iii),

(v) each mortgagor of a Mortgaged Property, unless it is the other party to such merger or consolidation, shall have affirmed that its obligations under the applicable Mortgage shall apply to as reaffirmed pursuant to clause (iii), and

(vi) the Successor Borrower shall have delivered to the Administrative Agent (x) a certificate of a Responsible Officer stating that such merger, amalgamation or consolidation does not violate this Agreement or any other Loan Document and (y) an opinion of counsel to the effect that such merger, amalgamation or consolidation does not violate this Agreement or any other Loan Document and covering such other matters as are contemplated by the Collateral and Guarantee Requirement to be covered in opinions of counsel (it being understood that if the foregoing are satisfied, the Successor Borrower will succeed to, and be substituted for, the Borrower under this Agreement); and

(o) (i) Dispositions and acquisitions of Securitization Assets pursuant to any Qualified Securitization Facility permitted under Section 6.01(aa), (ii) Dispositions and acquisitions of

Receivables pursuant to any Qualified Receivable Facility permitted under Section 6.01(bb) and (iii) Dispositions and acquisitions of Digital Products pursuant to any Qualified Digital Products Facility permitted under Section 6.01(dd).

Notwithstanding anything to the contrary contained in Section 6.05 above, no Disposition of assets under Section 6.05(g) shall in each case be permitted unless

- (x) no Event of Default under Section 7.01(b), (c), (h) or (i) shall have occurred and be continuing at the time of such Disposition or would result therefrom,
- (y) such Disposition is for Fair Market Value, and
- (z) at least 75% of the proceeds of such Disposition consist of cash or Permitted Investments; provided, that for purposes of this clause (z), each of the following shall be deemed to be cash: (1) the amount of any liabilities (as shown on the Borrower's or such Subsidiary's most recent balance sheet or in the notes thereto) that are assumed by the transferee of any such assets or are otherwise cancelled in connection with such transaction; (2) any notes or other obligations or other securities or assets received by the Borrower or such Subsidiary from the transferee that are converted by the Borrower or such Subsidiary into cash within 180 days after receipt thereof (to the extent of the cash received); and (3) any Designated Non-Cash Consideration received in respect of such Disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (3) that is at that time outstanding, not in excess of the greater of (x) \$250,000,000 and (y) 20% of Pro Forma LTM EBITDA as of the date of the Disposition, with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value.

Section 6.06. Restricted Payments. (i) Declare or pay any dividend or make any other distribution (by reduction of capital or otherwise), whether in cash, property, securities or a combination thereof, with respect to any of its Equity Interests (other than dividends and distributions on Equity Interests payable solely by the issuance of Qualified Equity Interests of the person declaring, paying or making such dividends or distributions), (ii) directly or indirectly redeem, purchase, retire or otherwise acquire for value (or permit any Subsidiary to purchase or acquire) any of the Borrower's Equity Interests or set aside any amount for any such purpose (other than through the issuance of Qualified Equity Interests) or (iii) make any Junior Debt Restricted Payment, (all of the foregoing, "Restricted Payments"); provided, that:

(a) Restricted Payments may be made to the Borrower or any Subsidiary (provided, that Restricted Payments made by a non-Wholly-Owned Subsidiary must be made on a pro rata basis (or more favorable basis from the perspective of the Borrower or such Subsidiary) to the Borrower or any Subsidiary that is a direct or indirect parent of such Subsidiary based on its ownership interests in such non-Wholly-Owned Subsidiary);

(b) Restricted Payments may be made by the Borrower to purchase or redeem the Equity Interests of the Borrower (including related stock appreciation rights or similar securities) held by then present or former directors, consultants, officers or employees of the Borrower or any of the Subsidiaries or by any Plan or any shareholders' agreement then in effect upon such person's death, disability, retirement or termination of employment or under the terms of any such Plan or any other agreement under which such shares of stock or related rights were issued; provided, that the aggregate amount of such purchases or redemptions under this clause (b) shall not exceed in any fiscal year the greater of (x) \$100,000,000 and (y) 15% of Pro Forma LTM EBITDA with

unused amounts in any calendar year being carried over to succeeding calendar years (plus (1) the amount of net proceeds contributed to the Borrower that were received by the Borrower during such calendar year from sales of Qualified Equity Interests of the Borrower to directors, consultants, officers or employees of the Borrower or any Subsidiary in connection with permitted employee compensation and incentive arrangements, (2) the amount of net proceeds of any key-man life insurance policies received during such calendar year, which, if not used in any year, may be carried forward to any subsequent calendar year and (3) payments made in respect of withholding or other similar taxes payable upon repurchase, retirement or other acquisition or retirement of Equity Interests or otherwise pursuant to any employee or director equity plan, employee or director stock option or profits interest plan or any other employee or director benefit plan or any agreement); provided, further, that cancellation of Indebtedness owing to the Borrower or any Subsidiary from members of management of the Borrower or its Subsidiaries in connection with a repurchase of Equity Interests of the Borrower will not be deemed to constitute a Restricted Payment for purposes of this Section 6.06;

(c) any person may make non-cash repurchases of Equity Interests deemed to occur upon exercise or settlement of stock options or other Equity Interests to the extent such Equity Interests represent a portion of the exercise price of or withholding obligation with respect to such options or other Equity Interests;

(d) Restricted Payments in an amount not to exceed the Available Amount so long as at the time of such Restricted Payment and immediately after giving effect thereto, no Event of Default shall have occurred and be continuing;

(e) Restricted Payments may be made for any taxable period or portion thereof in which Holdings, the Borrower and/or any of their respective Subsidiaries is a member of a consolidated, combined, unitary or similar income tax group of which a direct or indirect parent of Holdings or the Borrower is the common parent or for which Holdings or the Borrower is a disregarded entity for U.S. federal income Tax purposes that is wholly owned (directly or indirectly) by a parent corporation for U.S. federal, state, and/or local income Tax purpose, to enable such parent to pay U.S. federal, state and local and foreign income and similar Taxes that are attributable to the taxable income of Holdings, the Borrower and/or the Subsidiaries (and, to the extent permitted below, the applicable Unrestricted Subsidiaries); provided that, (i) the amount of such payments made in respect of such taxable period in the aggregate shall not exceed the lesser of (1) the amount of such Taxes that Holdings, the Borrower and/or the Subsidiaries (and, to the extent permitted below, the applicable Unrestricted Subsidiaries) would have been required to pay in respect of such U.S. federal, state and local and foreign income and similar Taxes for such taxable period had Holdings, the Borrower and its Subsidiaries been a stand-alone taxpayer or stand-alone group (separate from any such parent), and (2) the actual Tax liability of such direct or indirect parent of Holdings or the Borrower, in each case, with respect to such taxable period, and (ii) the distributions attributable to the income of any Unrestricted Subsidiary shall be permitted only to the extent that such Unrestricted Subsidiary made cash distributions to Holdings, the Borrower and/or the Subsidiaries for such purpose;

(f) Restricted Payments may be made to make payments, in cash, in lieu of the issuance of fractional shares, upon the exercise of warrants or upon the conversion or exchange of Equity Interests of any such person;

(g) so long as at the time of such Restricted Payment and immediately after giving effect thereto no Event of Default under Section 7.01(b), (c), (h) or (i) shall have occurred and be continuing, Restricted Payments may be made in cash after the Closing Date consisting of (i) the

actual net cash proceeds received by the Borrower from the incurrence of Other First Lien Debt permitted to be incurred under Section 6.01 and not otherwise applied and (ii) up to 50% of the cash proceeds (net of all fees, commissions, costs, Taxes and other expenses, in each case incurred in connection with such Qualified Securitization Facility or Qualified Receivables Facility and excluding, in the case of any Refinancing of any Qualified Securitization Facility or Qualified Receivables Facility in whole or in part, the amount of cash proceeds applied to Refinance such Qualified Securitization Facility or Qualified Receivable Facility) received by the Borrower or any Subsidiary from the incurrence of any Qualified Securitization Facility incurred in accordance with Section 6.01(aa) (after the application of payments pursuant to Section 2.11) or any Qualified Receivable Facility incurred in accordance with Section 6.01(bb); provided, that in the case of this clause (ii), the Priority Net Leverage Ratio after giving effect to such Restricted Payment and the application of proceeds pursuant to Section 2.11 shall not be greater than the Priority Net Leverage Ratio in effect immediately prior to the making of such Restricted Payment, calculated on a Pro Forma Basis for the then most recently ended Test Period;

(h) the EMEA Sale Proceeds Distribution;

(i) to the extent constituting a Restricted Payment, any Disposition of (i) Securitization Assets made in connection with a Qualified Securitization Facility permitted under Section 6.01(aa), (ii) Receivables made in connection with any Qualified Receivable Facility permitted under Section 6.01(bb) and (iii) Digital Products made in connection with any Qualified Digital Products Facility permitted under Section 6.01(dd);

(j) Restricted Payments of Specified Digital Products or Specified Digital Products Investments;

(k) Restricted Payments in an aggregate amount not to exceed the greater of (x) \$335,000,000 and (y) 25% of Pro Forma LTM EBITDA;

(l) unlimited Restricted Payments; provided that the Total Leverage Ratio on a Pro Forma Basis for such Restricted Payment for the Test Period immediately preceding the making of such Restricted Payment shall be less than or equal to 6.00 to 1.00; and

(m) the Specified Lumen Tech Secured Notes Distribution.

Notwithstanding anything herein to the contrary, the foregoing provisions of Section 6.06 will not prohibit the payment of any Restricted Payment constituting a Limited Condition Transaction if such transaction would have complied with the provisions of this Section 6.06 on the date of the declaration of the dividend by the Board of Directors of the Borrower or the applicable Subsidiary or the date of giving of the applicable notice of prepayment or redemption, in each case, constituting a Limited Condition Transaction (it being understood that such Restricted Payment shall be deemed to have been made on the date of declaration or notice for purposes of such provision).

Section 6.07. [Reserved].

Section 6.08. Business of the Borrower and the Subsidiaries; Etc. Permit any Material Assets that are owned by any Loan Party or any of its Subsidiaries to be transferred, sold, assigned, leased or otherwise disposed to (including pursuant to any Investment, Restricted Payment or other Disposition), in one transaction or series of related transactions, to any Unrestricted Subsidiary.

Section 6.09. Restrictions on Subsidiary Distributions and Negative Pledge Clauses. Permit the Borrower or any Subsidiary to enter into any agreement or instrument that by its terms restricts (A) the payment of dividends or other distributions or the making of cash advances to the Borrower or any Subsidiary that is a direct or indirect parent of such Subsidiary or (B) the granting of Liens by the Borrower or any Subsidiary to secure the Obligations, in each case other than those arising under any Loan Document, except, in each case, restrictions existing by reason of:

- (a) restrictions imposed by applicable law;
- (b) (i) contractual encumbrances or restrictions existing on the Closing Date, (ii) any agreements related to any Indebtedness that does not materially expand the scope of any such encumbrance or restriction (as determined in good faith by the Borrower) beyond those restrictions applicable on the Closing Date, or (iii) with respect to any Subsidiary, any restriction that is not materially more restrictive (as determined by the Borrower in good faith) than the most restrictive restrictions applicable to such Subsidiary existing on the Closing Date;
- (c) any restriction on a Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of the Equity Interests or assets of a Subsidiary pending the closing of such sale or disposition;
- (d) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business;
- (e) any restrictions imposed by any agreement relating to secured Indebtedness permitted by this Agreement to the extent that such restrictions apply only to the specific property or assets securing such Indebtedness;
- (f) any restrictions imposed by any agreement relating to Indebtedness incurred pursuant to Section 6.01 or Permitted Refinancing Indebtedness in respect thereof, to the extent such restrictions are not materially more restrictive, taken as a whole, than the restrictions contained in this Agreement (in each case, as determined in good faith by the Borrower);
- (g) customary provisions contained in leases or licenses of Intellectual Property and other similar agreements entered into in the ordinary course of business;
- (h) customary provisions restricting subletting or assignment of any lease governing a leasehold interest;
- (i) customary provisions restricting assignment, mortgaging or hypothecation of any agreement entered into in the ordinary course of business;
- (j) customary restrictions and conditions contained in any agreement relating to the sale, transfer, lease or other disposition of any asset permitted under Section 6.05 pending the consummation of such sale, transfer, lease or other disposition;
- (k) Permitted Liens and customary restrictions and conditions contained in the document relating thereto, so long as (1) such restrictions or conditions relate only to the specific asset subject to such Lien, and (2) such restrictions and conditions are not created for the purpose of avoiding the restrictions imposed by this Section 6.09;

(l) customary net worth provisions contained in Real Property leases entered into by Subsidiaries, so long as the Borrower has determined in good faith that such net worth provisions would not reasonably be expected to impair the ability of the Borrower and its Subsidiaries to meet their ongoing obligations;

(m) any agreement in effect at the time a person becomes a Subsidiary, so long as such agreement was not entered into in contemplation of such person becoming a Subsidiary;

(n) customary restrictions contained in leases, subleases, licenses or Equity Interests or asset sale agreements otherwise permitted hereby as long as such restrictions relate to the Equity Interests and assets subject thereto;

(o) restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business;

(p) restrictions in agreements (other than agreements governing Indebtedness of Subsidiaries) that (as determined in good faith by the Borrower) will not prevent the Borrower from satisfying its payment obligations in respect of the Facilities;

(q) restrictions created in connection with any (i) Qualified Securitization Facilities permitted under Section 6.01(aa), (ii) Qualified Receivable Facilities permitted under Section 6.01(bb) or (iii) Qualified Digital Products Facilities permitted under Section 6.01(dd); and

(r) any encumbrances or restrictions imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of or similar arrangements to the contracts, instruments or obligations referred to in clauses (a) through (q) above; provided, that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements, refinancings or similar arrangements are, in the good faith judgment of the Borrower, no more restrictive with respect to such dividend and other payment restrictions than those contained in the dividend or other payment restrictions as contemplated by such provisions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement, refinancing or similar arrangement.

Section 6.10. [Reserved].

Section 6.11. Fiscal Quarter and/or Fiscal Year. In the case of the Borrower, permit any change to its fiscal quarter and/or fiscal year; provided, that the Borrower and its Subsidiaries may change their fiscal quarter and/or fiscal year end one or more times, subject to such adjustments to this Agreement as are necessary or appropriate in connection with such change (and the parties hereto hereby authorize the Borrower and the Administrative Agent to make any such amendments to this Agreement as they jointly deem necessary to give effect to the foregoing).

Section 6.12. [Reserved].

Section 6.13. Limitation on Actions with respect to Existing Intercompany Obligations.

(a) The Borrower shall not forgive or waive or fail to enforce any of its rights under any Offering Proceeds Note, the Loan Proceeds Note, the Omnibus Offering Proceeds Note Subordination Agreement or any other agreement with Holdings or any Subsidiary to subordinate a payment obligation on any Indebtedness to the prior payment in full in cash of all obligations with respect to the Loan Proceeds Note, a Loan Proceeds Note Guarantee, any Offering Proceeds

Note or any Offering Proceeds Note Guarantee, and the Borrower and Level 3 Communications may not amend the Loan Proceeds Note, a Loan Proceeds Note Guarantee, any Offering Proceeds Note or any Offering Proceeds Note Guarantee in a manner adverse to the Lenders; provided, that in the event of an Event of Default of Level 3 Communications as described in Section 7.01(h) or Section 7.01(i), the principal then outstanding together with accrued interest thereon on the Loan Proceeds Note, each Offering Proceeds Note, any Loan Proceeds Note Guarantee and each Offering Proceeds Note Guarantee shall automatically become due and payable without presentment, demand, protest or other notice of any kind;

(b) in the event Level 3 Communications (or any successor obligor under the Loan Proceeds Note) repays all or a portion of the Loan Proceeds Note, the Borrower must prepay the Term Loans in a principal amount equal to the principal amount of the Loan Proceeds Note then repaid in accordance with (together with all accrued and unpaid interest), and if at such time permitted by, this Agreement; provided, that notwithstanding the foregoing, any amount required to be applied to prepay the Term Loans pursuant to this clause (b) shall be applied ratably among the Term Loans, and, to the extent required by the terms of the First Lien Notes and the Second Lien Notes, the principal amount of the First Lien Notes and the Second Lien Notes then outstanding, and the prepayment of the Term Loans required pursuant to this clause (b) shall be reduced accordingly; provided, further, that, subject to clause (i) of this Section 6.13, if at any time the principal amount of the Loan Proceeds Note is greater than the aggregate principal amount of the Term Loans, the First Lien Notes and the Second Lien Notes outstanding at such time, Level 3 Communications (or any successor obligor under the Loan Proceeds Note) or the Borrower, as applicable, may repay or forgive or waive an amount of the Loan Proceeds Note equal to such excess without complying with this clause (b);

(c) Holdings shall not, and shall not permit any Subsidiary to, provide any Lien on its property for the benefit of, or any Guarantee (other than a similarly subordinated Guarantee) or other form of credit enhancement in respect of, (i) the Parent Intercompany Note or (ii) any intercompany note required by Section 6.01(e) to be subordinated to the prior payment in full in cash of all obligations with respect to the Loan Proceeds Note or any Loan Proceeds Note Guarantee, or take any other action with the purpose or effect of making the Parent Intercompany Note senior to or equal in right of payment with any Offering Proceeds Note or the Loan Proceeds Note;

(d) Holdings shall not, and shall not permit any Subsidiary to, provide any Lien on its property for the benefit of, or any Guarantee (other than a similarly subordinated Guarantee) or other form of credit enhancement in respect of, (i) any Offering Proceeds Note or (ii) any other intercompany note required by Section 6.01(e) to be subordinated to the prior payment in full in cash of all obligations with respect to the Loan Proceeds Note or a Loan Proceeds Note Guarantee, or take any other action with the purpose or effect of making any Offering Proceeds Note senior to or equal in right of payment with the Loan Proceeds Note;

(e) Holdings and Level 3 Communications shall not amend the terms of the Parent Intercompany Note in a manner adverse to the Lenders, the determination of which shall be made by Holdings acting in good faith;

(f) Holdings, the Borrower and Level 3 Communications shall not amend the Omnibus Offering Proceeds Note Subordination Agreement in a manner adverse to the Lenders and Holdings or any Subsidiary, and the Borrower shall not amend any other agreement between Holdings or any Subsidiary, on the one hand, and the Borrower, on the other hand, to subordinate a payment obligation on any Indebtedness of Holdings or any Subsidiary to the prior payment in

full in cash of all obligations with respect to the Loan Proceeds Note in a manner adverse to the Lenders, in each case, the determination of which shall be made by Holdings acting in good faith;

(g) unless an Event of Default has occurred and is continuing, Holdings shall neither cause nor permit the Borrower to demand repayment of any Offering Proceeds Note prior to the satisfaction of the Guarantee Permit Condition and the Collateral Permit Condition;

(h) Holdings and the Borrower shall cause any Indebtedness of Level 3 Communications to Holdings to be evidenced by either the Parent Intercompany Note or another duly executed promissory note that is pledged and delivered to the Collateral Agent within thirty (30) days of the incurrence of such Indebtedness; and

(i) Notwithstanding anything to the contrary contained herein, neither the Borrower nor Level 3 Communications (nor any successor obligor under the Loan Proceeds Note) shall cause or permit the principal amount of the Loan Proceeds Note at any time to be less than the aggregate principal amount of the Term Loans, the First Lien Notes and the Second Lien Notes outstanding at such time (after giving effect to any substantially concurrent repayment or prepayment of the Term Loans or such First Lien Notes or Second Lien Notes at the time of any reduction in the principal amount of the Loan Proceeds Note).

ARTICLE VII

Events of Default

Section 7.01. Events of Default. In case of the happening of any of the following events (each, an "Event of Default"):

(a) any representation or warranty made or deemed made by the Borrower or any Guarantor herein or in any other Loan Document or any certificate or document delivered pursuant hereto or thereto shall prove to have been false or misleading in any material respect (if not already qualified by materiality or "Material Adverse Effect," in which case, such representation or warranty shall prove to have been false or misleading in any respect) when so made or deemed made and, for such representations or warranties that are capable of being cured, such representation or warranty shall remain untrue (in any material respect or in any respect, as applicable) or uncorrected for a period of thirty days after written notice thereof from the Administrative Agent to the Borrower; provided, that with respect to representations and warranties made or deemed made on the Closing Date by the Borrower or any Guarantor, no Event of Default shall occur pursuant to this clause (a) unless a Specified Representation is proven to have been false or misleading in any material respect when so made or deemed made (if not already qualified by materiality or "Material Adverse Effect," in which case, such representation or warranty shall prove to have been false or misleading in any respect);

(b) default shall be made in the payment of any principal of any Term Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or by acceleration thereof or otherwise;

(c) default shall be made in the payment of any interest on any Term Loan or in the payment of any fee or any other amount (other than an amount referred to in clause (b) above) due under any Loan Document, when and as the same shall become due and payable, and such default shall continue unremedied for a period of five (5) Business Days;

(d) default shall be made in the due observance or performance by Holdings, the Borrower or any other Loan Party of any covenant, condition or agreement contained in Section 5.01(a) (solely with respect to the Borrower), 5.05(a), 5.08 or Article VI;

(e) default shall be made in the due observance or performance by Holdings, the Borrower or any other Loan Party of any covenant, condition or agreement contained in any Loan Document (other than those specified in clauses (b), (c) and (d) above) and such default shall continue unremedied for a period of 30 days after notice thereof from the Administrative Agent to the Borrower, which notice shall specify the default and state that such notice is a “Notice of Default” hereunder;

(f) any event or condition occurs that (i) results in any Material Indebtedness becoming due prior to its scheduled maturity or failing to be paid at its scheduled maturity or (ii) enables or permits (with all applicable grace periods having expired) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any such Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity, in each case without such Material Indebtedness having been discharged, or such event of or condition having been cured promptly; provided, that this clause (f) shall not apply to (1) any secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness if (x) such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness and (y) repayments are made as required by the terms of the respective Indebtedness, (2) the failure to observe or perform any covenant, that requires compliance with any measurement of financial or operational performance (including any leverage, interest coverage or fixed charge ratio or minimum EBITDA) unless and until the holders of such Indebtedness have terminated all commitments (if any) and accelerated all obligations with respect thereto; (3) the conversion of, or the satisfaction of any condition to the conversion of, any Indebtedness that is convertible or exchangeable for Equity Interests; (4) a customary “change of control” put right in any indenture governing any such Indebtedness in the form of notes; or (5) a refinancing of Indebtedness permitted by this Agreement;

(g) [reserved];

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of Holdings, the Borrower or any of the Significant Subsidiaries, or of a substantial part of the property or assets of Holdings, the Borrower or any Significant Subsidiary, under the Bankruptcy Code, or any other federal, state or foreign bankruptcy, insolvency, receivership or any other Debtor Relief Law, (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator, examiner, liquidator or similar official for Holdings, the Borrower or any of the Significant Subsidiaries or for a substantial part of the property or assets of Holdings, the Borrower or any of the Significant Subsidiaries or (iii) the winding-up, liquidation, reorganization, dissolution, compromise, arrangement or other relief of Holdings, the Borrower or any Significant Subsidiary (except in a transaction permitted hereunder); and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) Holdings, the Borrower or any Significant Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking relief under the Bankruptcy Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or any other Debtor Relief Law, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in clause (h)

above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator, examiner, liquidator or similar official for Holdings, the Borrower or any of the Significant Subsidiaries or for a substantial part of the property or assets of Holdings, the Borrower or any Significant Subsidiary, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) become unable or fail generally to pay its debts as they become due;

(j) the failure by Holdings, the Borrower or any Significant Subsidiary to pay one or more final judgments aggregating in excess of the Threshold Amount (to the extent not covered by independent third-party insurance (as to which the insurer has been notified of such judgment or order and has not denied its obligation) or another indemnity obligation), which judgments are not discharged or effectively waived, stayed or bonded for a period of 60 consecutive days, or any action shall be legally taken by a judgment creditor to attach or levy upon assets or properties of Holdings, the Borrower or any Significant Subsidiary to enforce any such judgment;

(k) (i) an ERISA Event shall have occurred, (ii) the PBGC shall institute proceedings (including giving notice of intent thereof) to terminate any Plan or Plans, (iii) Holdings, the Borrower or any Subsidiary of Holdings or any ERISA Affiliate shall have been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is in reorganization or is being terminated, within the meaning of Title IV of ERISA; and in each case in clauses (i) through (iii) above, such event or condition, together with all other such events or conditions, if any, would reasonably be expected to have a Material Adverse Effect; or

(l) (i) any Loan Document shall for any reason be asserted in writing by the Borrower or any other Loan Party not to be a legal, valid and binding obligation of any party thereto, (ii) any security interest purported to be created by any Security Document and to extend to assets that constitute a material portion of the Collateral shall cease to be, or shall be asserted in writing by the Borrower or any other Loan Party not to be, a valid and perfected security interest (perfected as or having the priority required by this Agreement or the relevant Security Document and subject to such limitations and restrictions as are set forth herein and therein) in the securities, assets or properties covered thereby, except (1) to the extent that any such loss of perfection or priority results from the limitations of foreign laws, rules and regulations as they apply to pledges of Equity Interests in Foreign Subsidiaries or the application thereof, (2) from failure of the Collateral Agent (or any agent acting as gratuitous bailee thereof) to maintain possession of Collateral pledged under the Collateral Agreement (so long as such failure does not result from the breach or non-compliance with the Loan Documents by any Loan Party), (3) resulting from the making of a filing, or the failure to make a filing, under the Uniform Commercial Code or other applicable law, (4) as to Collateral consisting of real property to the extent that (x) such losses are covered by a lender's title insurance policy or (y) a deficiency arose through no fault of a Loan Party and such deficiency is corrected with reasonable diligence upon obtaining actual knowledge thereof, or (iii) a material portion of the Guarantees pursuant to the Loan Documents by the Guarantors guaranteeing the Obligations, shall cease to be in full force and effect (other than in accordance with the terms thereof), or shall be asserted in writing by the Borrower or any other Loan Party not to be in effect or not to be legal, valid and binding obligations (other than in accordance with the terms thereof),

then, and in every such event (other than an event described in clause (h) or (i) above), and at any time thereafter during the continuance of such event, the Administrative Agent, at the direction of the Required Lenders, shall declare an Event of Default in connection therewith and, by notice to the Borrower, take any or all of the following actions, at the same or different times:

(i) terminate forthwith the Commitments;

(ii) declare the Term Loans then outstanding to be forthwith due and payable in whole or in part (in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), whereupon the principal of the Term Loans so declared to be due and payable, together with accrued interest thereon, and any unpaid accrued fees payable under any Loan Document and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower, anything contained herein or in any other Loan Document to the contrary notwithstanding; and/or

(iii) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents or applicable law, subject to the terms of the Intercreditor Agreements;

provided that in any event described in clause (h) or (i) above, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon, and any unpaid accrued fees payable under any Loan Document and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, shall automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower, anything contained herein or in any other Loan Document to the contrary notwithstanding.

The Lenders may not, and each agrees not to, take (or direct any Agent to take) any of the actions set forth in clauses (i) through (iii) of the paragraph above on any date in respect of a Default or Event of Default if such Default or Event of Default relates to actions taken, actions that have not been taken, or other circumstances, in each case, that first arose more than two years prior to such date unless (i) any Agent or any Lender is exercising remedies or has reserved its rights by written notice to the Borrower at such time, or (ii) Holdings or the Borrower had actual knowledge that such action or transaction constituted a Default or Event of Default and the Borrower failed to provide notice of such Default or Event of Default promptly upon actual knowledge thereof; provided, that any such actions or circumstances have been disclosed to the Administrative Agent and the Lenders in reasonable detail prior to such date. Any such Default or Event of Default (or alleged Default or Event of Default) shall be deemed cured for all purposes under the Loan Documents as of such date.

With respect to any Default or Event of Default, the words “exists,” “continuing” and similar expressions with respect thereto shall mean that such Default or Event of Default has occurred and has not yet been cured or waived. If any Default or Event of Default occurs due to:

(x) the failure by any Loan Party or Subsidiary to take any action by a specified time, such Default or Event of Default shall be deemed to have been cured at the time, if any, that the applicable Loan Party or Subsidiary subsequently takes such action, or

(y) the taking of any action by any Loan Party or Subsidiary that is not then permitted by the terms of this Agreement or any other Loan Document, such Default or Event of Default shall be deemed to be cured on the earlier to occur of (1) the date on which such action would have been permitted at such time to be taken under this Agreement and the other Loan Documents, including pursuant to an applicable amendment or waiver permitting such action, or otherwise, if such action had been taken at such time or (2) the date on which such action is unwound or otherwise modified to the extent necessary for

such revised action to have been permitted by this Agreement and the other Loan Documents (including pursuant to an applicable amendment or waiver permitting such action, or otherwise).

If any Default or Event of Default occurs that is subsequently cured or waived (a “Cured or Waived Default”), any other Default or Event of Default resulting from the making or deemed making of any representation or warranty, a failure to provide notice or the taking of any action (or the failure to take any action) by any Loan Party or any Subsidiary), in each case, which subsequent Default or Event of Default would not have arisen had the Cured or Waived Default or such circumstances not occurred, shall be deemed to be cured automatically upon, and simultaneous with, the cure or waiver of the Cured or Waived Default.

Notwithstanding anything to the contrary in this Section 7.01, an Event of Default (the “Initial Default”) may not be cured pursuant to this Section 7.01: (i) if the taking of any action by any Loan Party or Subsidiary of a Loan Party that is not permitted during, and as a result of, the continuance of such Initial Default directly results in the cure of such Initial Default and the applicable Loan Party or Subsidiary had actual knowledge at the time of taking any such action that the Initial Default had occurred and was continuing, (ii) in the case of an Event of Default under Section 7.01(l) that directly results in material impairment of the rights and remedies of the Lenders, Amendment No. 1 Arrangers, Collateral Agent or Administrative Agent under the Loan Documents and that is incapable of being cured, (iii) in the case of an Event of Default under Section 7.01(e) arising due to the failure to perform or observe Section 5.02 that directly results in a material adverse effect on the ability of the Borrower and the other Loan Parties (taken as a whole) to perform their respective payment obligations under any Loan Document to which the Borrower or any of the other Loan Parties is a party, or (iv) in the case of an Initial Default for which (a) the Borrower has failed to give notice to the Administrative Agent of such Initial Default and (b) the Borrower had actual knowledge of such failure to give such notice.

The failure by a Loan Party or a Subsidiary to pay, when and as required to be paid pursuant to the terms of the Loan Documents, any amount of principal, interest, fee or other amount will not result in a Default or Event of Default if such failure to pay is the result of or relates to an administrative or billing error by an Agent or a technical error or delay in the transmission of funds and, in each case, such payment is made within five (5) Business Days of the discovery of, and a Responsible Officer of the Borrower becoming aware of, such administrative or billing error or technical error or such market disruption event being cured. Any such failure to pay shall not be treated as a “Default” or an “Event of Default” for any purposes under any Loan Document (including for purposes of satisfying any conditions precedent) or any amendment hereto or any other Loan Document until the expiration of such five (5) Business Days.

Section 7.02. [Reserved].

Section 7.03. Application of Funds. Any proceeds of Collateral received by the Agents or otherwise on account of the Obligations (whether as a result of any realization on the Collateral, any setoff rights, any distribution in connection with any proceedings or other action of any Loan Party in respect of Debtor Relief Laws or otherwise and whether received in cash or otherwise) (a) not constituting (i) a specific payment of principal, interest, fees or other sum payable under the Loan Documents (which shall be applied on a pro rata basis among the relevant Lenders under the Class of Loans in accordance with this Agreement or otherwise shall be applied to the payment of amounts owing to any Secured Party in accordance with this Agreement or the other Loan Documents) or (ii) a mandatory prepayment (which shall be applied in accordance with Section 2.11) or (b) after an Event of Default has occurred and is continuing shall be applied (unless

the Required Lenders otherwise so direct with respect to whether such proceeds are applied after an Event of Default), subject to the provisions of any applicable Intercreditor Agreement, ratably:

(i) first, to pay any fees, indemnities, or expense reimbursements hereunder and under the Loan Documents then due to the Administrative Agent and the Collateral Agent from the Borrower,

(ii) second, to pay any fees, indemnities or expense reimbursements then due hereunder to the other Secured Parties (all in their respective capacities as such) from the Borrower,

(iii) third, to pay interest (including post-petition interest, whether or not an allowed claim or allowable as a claim in any claim or proceeding under any Debtor Relief Laws) then due and payable on the Loans and on obligations arising under each Secured Cash Management Agreement and Secured Hedge Agreement ratably,

(iv) fourth, to repay principal on the Loans and to pay any other amounts owing with respect to Secured Cash Management Agreements and Secured Hedge Agreements ratably, and

(v) fifth, to the payment of any other Obligation due to any Secured Party by the Borrower.

Notwithstanding the foregoing but subject to Section 8.14, Obligations arising under Secured Cash Management Agreements and Secured Hedge Agreements shall be excluded from the application described above if the Administrative Agent has not received written notice thereof, together with supporting documentation (including administrative details and applicable tax forms) as the Administrative Agent may reasonably request from the applicable Cash Management Bank or Hedge Bank, as the case may be, or such documentation and information as required pursuant to Section 8.14. Each Cash Management Bank or Hedge Bank not a party to this Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Administrative Agent as its agent pursuant to the terms of Article VIII hereof for itself and its Affiliates as if it were a "Lender" party hereto.

ARTICLE VIII

The Agents

Section 8.01. Appointment.

(a) Each Lender (in its capacities as a Lender and on behalf of itself and its Affiliates as potential counterparties to Secured Cash Management Agreements and Secured Hedge Agreements) hereby irrevocably designates and appoints the Administrative Agent and the Collateral Agent as the administrative agent and the collateral agent, respectively, of such Lender under this Agreement and the other Loan Documents and the other Secured Parties under the Security Documents, and each such Lender irrevocably authorizes the Administrative Agent and the Collateral Agent, in each such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent and the Collateral Agent,

respectively, by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement or any Loan Document, neither the Administrative Agent nor the Collateral Agent shall have any duties or responsibilities, except those expressly set forth herein or therein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent or the Collateral Agent. The provisions of this Article (other than Section 8.06 and the Section 8.12(c) hereof) are solely for the benefit of the Administrative Agent, the Amendment No. 1 Arrangers, the Collateral Agent and the Lenders, and neither the Borrower nor any other Loan Party shall have any rights as a third-party beneficiary of any such provisions.

(b) In furtherance of the foregoing, each Lender (in its capacities as a Lender and on behalf of itself and its Affiliates as potential counterparties to Secured Cash Management Agreements or Secured Hedge Agreements) hereby appoints and authorizes the Collateral Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent (and any Subagents appointed by the Collateral Agent pursuant to Section 8.02 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights or remedies thereunder at the direction of the Collateral Agent) shall be entitled to the benefits of this Article VIII (including, without limitation, Section 8.07) as though the Collateral Agent (and any such Subagents) were an “Agent” under the Loan Documents, as if set forth in full herein with respect thereto.

Section 8.02. Delegation of Duties. The Administrative Agent and the Collateral Agent may execute any of their respective duties under this Agreement and the other Loan Documents (including for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof)) by or through agents, employees or attorneys-in-fact and shall be entitled to advice of counsel and other consultants or experts concerning all matters pertaining to such duties. No Agent shall be responsible for the negligence or misconduct of any such agents, employees or attorneys-in-fact selected by it without gross negligence or willful misconduct, as determined by a final and non-appealable decision of a court of competent jurisdiction. Each Agent may also from time to time, when it deems it to be necessary or desirable, appoint one or more trustees, co-trustees, collateral co-agents, collateral subagents or attorneys-in-fact (each, a “Subagent”) with respect to all or any part of the Collateral; provided, that no such Subagent shall be authorized to take any action with respect to any Collateral unless and except to the extent expressly authorized in writing by the Collateral Agent. Should any instrument in writing from the Borrower or any other Loan Party be required by any Subagent so appointed by an Agent to more fully or certainly vest in and confirm to such Subagent such rights, powers, privileges and duties, the Borrower shall, or shall cause such Loan Party to, execute, acknowledge and deliver any and all such instruments promptly upon request by such Agent and such Subagent shall be protected in withholding any action to be taken or not taken until such time as Borrower or such Loan Party shall have provided to Subagent such instruments. If any Subagent, or successor thereto, shall become incapable of acting, resign or be removed, all rights, powers, privileges and duties of such Subagent, to the extent permitted by law, shall automatically vest in and be exercised by the applicable Agent until the appointment of a new Subagent. No Agent shall be responsible for the negligence or misconduct of any agent, attorney-in-fact or Subagent that it selects without gross negligence or willful misconduct (as determined by a final non-appealable judgment of a court of competent jurisdiction).

Section 8.03. Exculpatory Provisions. None of the Agents, the Amendment No. 1 Arrangers or their respective Affiliates or any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates shall be (x) liable for any action taken or omitted to be taken by it or such person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted from its or such person's own gross negligence or willful misconduct; provided, that no action taken or not taken by any Agent at the direction of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents)) or the Borrower shall be considered gross negligence or willful misconduct of such Agent or (y) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, instrument, notice, direction, consent, approval, statement or other document referred to or provided for in, or received by any Agent under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party a party thereto to perform its obligations hereunder or thereunder. No Agent or Amendment No. 1 Arranger shall be under any obligation to any Lender to ascertain or to inquire as to the observance, satisfaction or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party. No Agent shall have any duties or obligations except those expressly set forth herein and in the other Loan Documents.

Notwithstanding anything contained herein to the contrary, the permissive rights of each Agent to do things enumerated in this Agreement or any other Loan Document shall not be construed as a duty. Without limiting the generality of the foregoing, (a) no Agent or Amendment No. 1 Arranger, as applicable, shall be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing, and (b) no Agent or Amendment No. 1 Arranger, as applicable, shall have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Loan Documents that the respective Agent or Amendment No. 1 Arranger, as applicable, is required to exercise (i) as directed by the Required Lenders in writing (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) or (ii) as directed by the Borrower in writing. In no event shall any Agent or Amendment No. 1 Arranger, as applicable, be liable hereunder or under any Loan Document for acting in accordance with a direction from the Required Lenders or the Borrower (regardless of whether the Required Lenders subsequently direct such Agent otherwise).

No Agent or Amendment No. 1 Arranger, as applicable, shall, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, nor shall any Agent or Amendment No. 1 Arranger, as applicable, be liable for the failure to disclose, any information relating to the Borrower or any of its Subsidiaries or any of their respective Affiliates that is communicated to or obtained by such Agent, Amendment No. 1 Arranger or any of their Affiliates in any capacity.

No Agent or Amendment No. 1 Arranger shall be deemed to have knowledge of any Default or Event of Default unless and until written notice describing such Default or Event of Default is given to such Agent in accordance with Section 8.05.

No Agent shall be obligated to ascertain or confirm, or otherwise determine, the All-In Yield, or whether a Repricing Event has occurred.

No Agent shall 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 Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance, satisfaction or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default (and the Administrative Agent may assume performance by all other parties to the Loan Documents of their respective obligations), (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Security Documents, (v) the value or the sufficiency of any Collateral or consideration or (vi) insurance on (including any flood insurance policies or for determining whether any flood insurance policies are or should be obtained in respect of the Collateral, which each Lender shall be solely responsible for), or for the payment of taxes with respect to, any of the Collateral.

Neither Agent shall be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Lenders. Without limiting the generality of the foregoing, neither Agent shall (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Lender or (y) have any liability with respect to or arising out of any assignment or participation of Loans and/or Commitments, or disclosure of confidential information, to any Disqualified Lender.

No provision of this Agreement or any other Loan Document shall require any Agent to expend or risk its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties under this Agreement or under any Loan Document or in the exercise of any of its rights or powers, if it shall have grounds to believe that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

In no event shall any Agent be liable for any failure or delay in the performance of its obligations under this Agreement or any other Loan Document because of circumstances beyond its control, including, but not limited to, a failure, termination, or suspension of a clearing house, securities depository, settlement system or central payment system in any applicable part of the world or acts of God, flood, war (whether declared or undeclared), civil or military disturbances or hostilities, nuclear or natural catastrophes, political unrest, explosion, earthquake, terrorism, fire, riot, labor disturbances, strikes or work stoppages for any reason, embargo, epidemics or pandemics or other health crises, government action, including any laws, ordinances, regulations or the like (whether domestic, federal, state, county or municipal or foreign) which delay, restrict or prohibit the providing of the services contemplated by this Agreement or the other Loan Documents, or the unavailability of communications or computer facilities, the failure of equipment or interruption of communications or computer facilities, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility, or any other causes beyond such Agent's control whether or not of the same class or kind as specified above.

Neither Agent shall be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than such Loan Documents to which it is directly a party, whether or not an original or a copy of such agreement has been provided to such Agent.

No Agent shall have any liability for any action taken, or errors in judgment made, in good faith by it or any of its officers, directors, employees or agents, unless it shall have been grossly negligent in ascertaining the pertinent facts.

No Agent shall be required to take any action that, in its opinion or the opinion of its counsel, may (a) expose the Administrative Agent to liability or that is contrary to any Loan Document or requirements of law, including, for the avoidance of doubt any action that may be in violation of the automatic stay under any debtor relief law; (b) would subject such Agent to a tax in any jurisdiction where it is not then subject to a tax or (c) would require such Agent to qualify to do business in any jurisdiction where it is not then so qualified.

If at any time an Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process (including orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of any Collateral), such Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate, and if such Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, such Agent shall not be liable to any of the parties hereto or to any other person even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

The rights, privileges, protections, immunities and benefits given to the each Agent, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable: (i) by such Agent in each Loan Document and any other document related hereto or thereto to which it is a party and (ii) the entity serving as Administrative Agent or Collateral Agent, as applicable, in each of its capacities hereunder and in each of its capacities under any of the Loan Documents whether or not specifically set forth therein and each agent, custodian and other person employed to act hereunder and under any Loan Document or related document, as the case may be.

No Agent or Amendment No. 1 Arranger shall be liable for any indirect, special, punitive or consequential damages (including, without limitation, lost profits) whatsoever, even if it has been informed of the likelihood thereof and regardless of the form of action.

No Agent shall be liable for any failure, inability or unwillingness on the part of any Lender or Loan Party to provide accurate and complete information on a timely basis to such Agent or otherwise on the part of any such party to comply with the terms of this Agreement or any other Loan Document, and shall not be liable for any inaccuracy or error in the performance or observance on such Agent's part of any of its duties hereunder that caused by or results from any such inaccurate, incomplete or untimely information received by it, or other failure on the part of any such other party to comply with the terms hereof.

Section 8.04. Reliance by Agents.

(a) Each Agent shall be entitled to conclusively 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) or conversation believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper person, not only as to the due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, and shall not incur any liability for relying thereon. Each 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.

(b) In determining compliance with any condition hereunder to any Credit Event that by its terms must be fulfilled to the satisfaction of a Lender, each Agent may presume that such condition is satisfactory to such Lender unless such Agent shall have received notice to the contrary from such Lender prior to such Credit Event.

(c) Each Agent may consult with legal counsel (including counsel to 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.

(d) Each Agent may deem and treat the Lender specified in the Register with respect to any amount owing hereunder as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with such Agent in accordance with Section 9.04.

(e) Subject to any provisions that expressly require an Agent to act at the direction of the Borrower, each Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such direction of the Required Lenders (or, if so specified by this Agreement, all or other Lenders) as it deems appropriate and it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. Such request or direction and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

(f) The exercise of any remedies under this Agreement or any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder by the Administrative Agent or Collateral Agent, as applicable, shall be subject to receiving written direction from the Required Lenders (or such other number or percentage of Lenders as shall be expressly required under this Agreement or any Loan Document).

(g) With respect to any document that requires a signature by the Collateral Agent to perfect a Lien on the Collateral, the Collateral Agent shall sign such document at the request of the Borrower and may rely on a certificate from a Responsible Officer of the Borrower certifying that such action is not prohibited by this Agreement or any Loan Document in connection therewith. If the perfection of a Lien on the Collateral hereunder requires the Collateral Agent to sign any document in connection therewith and the Collateral Agent refuses to provide such signature, notwithstanding anything to the contrary in any this Agreement or any other Loan Document, the Borrower shall not have breached, or be in default under, any this Agreement or any other Loan Document so long as the Borrower has used commercially reasonable efforts to perfect the Lien on such Collateral.

Section 8.05. Notice of Default. Neither Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless a Responsible Officer of such 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 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 (or, if so specified by this Agreement, all or other Lenders); provided, that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default

or Event of Default in its sole discretion. No Agent shall be deemed to have knowledge of any Cured or Waived Default unless and until written notice describing such Cured or Waived Default is given to such Agent. No Agent shall have any obligation to ascertain or confirm whether any Lender (or any group of Lenders) is entitled under any Loan Document to direct any Agent to take or not take any of the actions on any date in respect of a Default or Event of Default, and shall be fully protected in relying and acting upon such direction without making any such investigation or inquiry.

Section 8.06. Non-Reliance on Agents, the Amendment No. 1 Arrangers and Other Lenders. Each Lender expressly acknowledges that no Agent, Amendment No. 1 Arranger, nor any of their respective Related Parties and the Loan Parties' financial or other professional advisors have made any representations or warranties to it and that no act by any Agent or Amendment No. 1 Arranger hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent or Amendment No. 1 Arranger to any Lender. Each Lender represents that it has, independently and without reliance upon any Agent, any Amendment No. 1 Arranger or any other Lender or any of their respective Related Parties or any of the Loan Parties' financial or other professional advisors, and based on such documents and information as it has deemed appropriate, made its own appraisal of, and investigation into, the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent, any Amendment No. 1 Arranger or any other Lender or any of their respective Related Parties, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, no Agent or Amendment No. 1 Arranger shall have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any affiliate of a Loan Party that may come into the possession of any Agent, any Amendment No. 1 Arranger or any of their Related Parties. Each Lender represents and warrants, as of the date each such Lender becomes a Lender, that (a) the Loan Documents set forth the terms of a commercial lending facility and (b) it is engaged in making, acquiring or holding commercial loans in the ordinary course and is entering into this Agreement as a Lender for the purpose of making, acquiring or holding commercial loans and providing other facilities set forth herein as may be applicable to such Lender, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument, and each Lender agrees not to assert a claim in contravention of the foregoing. Each Lender represents and warrants that it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender, and either it, or the person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities.

Section 8.07. Indemnification. The Lenders agree to indemnify each Agent, in each case in its capacity as such (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), in the amount of its pro rata share (based on its aggregate outstanding Term Loans) (determined at the time such indemnity is sought or, if the respective Obligations have been repaid in full, as determined immediately prior to such repayment in full),

from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of the Commitments, this Agreement, any of the other Loan Documents, the performance by the parties thereto of any of their respective obligations thereunder, 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 such Agent under or in connection with any of the foregoing (including any action taken at the direction of the Borrower in accordance with this Agreement) or any claim, litigation, investigation or proceeding relating to any of the foregoing; provided, 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 that are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted from such Agent's gross negligence or willful misconduct. The failure of any Lender to reimburse any Agent promptly upon demand for such Lender's ratable share of any amount required to be paid by the Lenders to such Agent as provided herein shall not relieve any other Lender of its obligation hereunder to reimburse such Agent for such other Lender's ratable share of such amount, but no Lender shall be responsible for the failure of any other Lender to reimburse such Agent for such other Lender's ratable share of such amount. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under Section 9.05 to be paid by it to any Agent (or any sub-agent thereof) or any Related Party thereof, each Lender severally agrees to pay to such Agent (or any such sub-agent) or such Related Party, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) based on each Lender's share of the aggregate principal amount of Term Loans in effect at such time (or, if the respective Obligations have been repaid in full, as determined immediately prior to such repayment in full) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender), provided, further that, the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against such Agent (or any such sub-agent) or against any Related Party thereof acting for such Agent (or any such sub-agent) in connection with such capacity.

The agreements in this Section shall survive the payment of the Loans and all other amounts payable hereunder, the termination of this Agreement and the resignation or removal of any Agent.

Section 8.08. Agent in Its Individual Capacity. Each Agent and its affiliates may make loans to, accept deposits from, and generally engage in any kind of business with any Loan Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it, each Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

Section 8.09. Successor Administrative Agent. Either Agent may resign as Administrative Agent or Collateral Agent, as applicable, under this Agreement and the other Loan Documents upon 30 days' notice to the Lenders and the Borrower. Upon any such resignation, the Required Lenders shall have the right, subject to the reasonable consent of the Borrower (so long as no Event of Default shall have occurred and be continuing), to appoint a successor which shall be either (a) a third-party entity in the business of providing the services of such Agent, or (b) a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States, whereupon such successor agent shall succeed to the rights, powers and duties of such Agent, and the term "Administrative Agent" or "Collateral Agent" as the circumstances require shall mean such successor agent effective upon such appointment and approval, and the

former Agent's rights, powers and duties as Administrative Agent or Collateral Agent, as applicable, shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement or any holders of the Loans. If no successor agent has accepted appointment as Administrative Agent or Collateral Agent, as applicable, by the date that is 30 days following a retiring of such Agent's notice of resignation, the retiring Agent's resignation shall nevertheless thereupon become effective, and the Lenders shall assume and perform all of the duties of the Administrative Agent or Collateral Agent, as applicable, hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. After any retiring Agent's resignation as Administrative Agent or Collateral Agent, as applicable, the provisions of this Article VIII and Section 9.05 shall inure to its benefit as to any actions taken or omitted to be taken by it, its Subagents and their respective Related Parties while it was Administrative Agent or Collateral Agent, as applicable, under this Agreement and the other Loan Documents.

Any corporation or association into which an Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all of substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversation, sale merger, consolidation or transfer to which such Agent is a party, will become the successor Administrative Agent or Collateral Agent, as applicable, under this Agreement and will have and accede to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

Section 8.10. [Reserved].

Section 8.11. Security Documents and Collateral Agent.

(a) The Lenders and the other Secured Parties authorize each Agent to release any Collateral or Guarantors in accordance with Section 9.18 or if approved, authorized or ratified in accordance with Section 9.08.

(b) The Lenders and the other Secured Parties hereby irrevocably authorize and instruct the Administrative Agent and the Collateral Agent to, without any further consent of any Lender or any other Secured Party, and, upon the request of the Borrower, the Administrative Agent and/or the Collateral Agent shall, enter into (or acknowledge and consent to) or amend, renew, extend, supplement, restate, replace, waive or otherwise modify the First Lien/First Lien Intercreditor Agreement or any Permitted Junior Intercreditor Agreement with the collateral agent or other representative of holders of Indebtedness secured (and permitted to be secured) by a Lien on assets constituting a portion of the Collateral under any of Section 6.02(z), (gg), (kk) or (nn) (and solely in accordance with the relevant requirements thereof and not in lieu of the requirements thereof) (any of the foregoing, an "Intercreditor Agreement").

The Lenders and the other Secured Parties irrevocably agree that (x) the Administrative Agent and Collateral Agent may rely exclusively on a certificate of a Responsible Officer of the Borrower as to whether any such other Liens are permitted hereunder and as to the respective assets constituting Collateral that secure (and are permitted to secure) such Indebtedness hereunder (provided that the delivery of any such certificate shall not be a condition to the effectiveness of any Intercreditor Agreement) and (y) any Intercreditor Agreement entered into by the Administrative Agent and Collateral Agent shall be binding on the Secured Parties, and each Lender and each other Secured Party hereby agrees that it will take no actions contrary to the provisions of, if entered into and if applicable, any Intercreditor Agreement. Each Lender and

other Secured Party hereby agrees that (A) it will be bound by and will take no actions contrary to the provisions of any such intercreditor agreement or other agreements or documents; (B) agrees that the Liens on the Collateral securing the Obligations shall be subject in all respects to the provisions thereof and (C) agrees that the Administrative Agent and the Collateral Agent are authorized to take or refrain from taking any actions in accordance with the terms of an Intercreditor Agreement. The foregoing provisions are intended as an inducement to any provider of Indebtedness not prohibited by Section 6.01 hereof to extend credit to the Loan Parties and such persons are intended third-party beneficiaries of such provisions. In addition, the protections and indemnities afforded the Administrative Agent and the Collateral Agent hereunder (including those under Articles VIII and IX) shall apply to any such Intercreditor Agreement as if such Intercreditor Agreement were a Loan Document.

(c) Furthermore, the Lenders and the other Secured Parties hereby authorize the Administrative Agent and the Collateral Agent to release any Lien securing the Obligations on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document (i) to the holder of any Lien on such property that is permitted by Section 6.02(c), (i) or (v), in each case to the extent the contract or agreement pursuant to which such Lien is granted prohibits any other Liens on such property or (ii) that is or becomes Excluded Property; and the Administrative Agent and the Collateral Agent shall do so upon request of the Borrower. Notwithstanding anything contained in this Agreement or any other Loan Document to the contrary (but without impacting the automatic nature of any release), in no event shall any Agent be required to authorize or execute and deliver any instrument or document evidencing any release unless the Borrower shall have provided such Agent with a Collateral Matters Certificate. Each Agent may conclusively rely, without independent investigation, on such certificate and shall incur no liability for acting in reliance thereon.

Section 8.12. Right to Realize on Collateral, Enforce Guarantees, and Credit Bidding.

(a) In case of the pendency of any proceeding under any Debtor Relief Laws or other judicial proceeding relative to any Loan Party, (i) the Administrative Agent (irrespective of whether the principal of any Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise (A) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of any or all of the Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent and any Subagents allowed in such judicial proceeding, and (B) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same, and (ii) any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under the Loan Documents. Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

(b) Anything contained in any of the Loan Documents to the contrary notwithstanding, the Borrower, the Administrative Agent, the Collateral Agent and each Secured Party hereby agree that (i) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any Guarantee set forth in any Loan Document, it being understood and agreed that all powers, rights and remedies hereunder may be exercised solely by the Agents, on behalf of the Secured Parties in accordance with the terms hereof and all powers, rights and remedies under the Security Documents may be exercised solely by the Collateral Agent; provided that, notwithstanding the foregoing, the Lenders may exercise the set-off rights contained in Section 9.06 in the manner set forth therein and (ii) in the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or private sale or other disposition, the Collateral Agent or any Lender may be the purchaser or licensor of any or all of such Collateral at any such sale or other disposition and the Collateral Agent, as agent for and representative of the Secured Parties (but not any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Obligations (other than Obligations owing to the Agents) as a credit on account of the purchase price for any collateral payable by the Collateral Agent at such sale or other Disposition.

(c) The Secured Parties hereby irrevocably authorize each Agent (either directly or through one or more acquisition vehicles), at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (other than amounts owing to the Agents) (including accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (i) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar laws in any other jurisdictions to which a Loan Party is subject or (ii) at any other sale or foreclosure or acceptance of Collateral in lieu of debt conducted by (or with the consent or at the direction of) the Collateral Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that would vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) in the asset or assets so purchased (or in the Equity Interests or debt instruments of the acquisition vehicle or vehicles that are used to consummate such purchase). In connection with any such bid (A) the Collateral Agent and the Administrative Agent shall be authorized (x) to form one or more acquisition vehicles to make a bid, (y) to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions by the applicable Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or Equity Interests thereof shall be governed, directly or indirectly, by the vote of the Required Lenders, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in clauses (i) through (vii) of Section 9.08(b) of this Agreement) and (z) the Collateral Agent shall be authorized to assign the relevant Obligations to any such acquisition vehicle pro rata by the Lenders, as a result of which each of the Lenders shall be deemed to have received a pro rata portion of any Equity Interests and/or debt instruments issued by such an acquisition vehicle on account of the assignment of the Obligations to be credit bid, all without the need for any Secured Party or acquisition vehicle to take any further action and (B) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount

of debt credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Lenders pro rata and the Equity Interests and/or debt instruments issued by any acquisition vehicle on account of the Obligations that had been assigned to the acquisition vehicle shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action.

Section 8.13. Withholding Tax. To the extent required by any applicable Requirement of Law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any authority of the United States or other jurisdiction asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including because the appropriate form was not delivered, was not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstances that rendered the exemption from, or reduction of, withholding Tax ineffective), such Lender shall indemnify the Administrative Agent (to the extent that the Administrative Agent has not already been reimbursed by any applicable Loan Party and without limiting the obligation of any applicable Loan Party to do so) fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, including penalties, fines, additions to Tax and interest, together with all reasonable out of pocket expenses. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document or any other source against any amount due to the Administrative Agent under this Section 8.13.

Section 8.14. Secured Cash Management Agreements and Secured Hedge Agreements, and Amendment No. 1 Arrangers. No Cash Management Bank, Amendment No. 1 Arranger or Hedge Bank that obtains the benefits of Section 7.03, any Guarantee or any Collateral by virtue of the provisions hereof or of the Guarantee Agreement or any Security Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral or any action taken in connection with any default, Event of Default or enforcement of remedies) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Each counterparty to a Hedging Agreement or Cash Management Agreement agrees that it shall not provide, nor shall it be entitled to provide, any direction or instruction to any Agent, and neither Agent shall be responsible or liable for failing to comply with any such direction or instruction. Notwithstanding any other provision of this Article VIII to the contrary, neither Agent shall be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Secured Cash Management Agreements and Secured Hedge Agreements and the Administrative Agent or the Collateral Agent may conclusively rely upon any written notice of such Obligations from the applicable Cash Management Bank, Amendment No. 1 Arranger or Hedge Bank, as the case may be. For the avoidance of doubt and notwithstanding anything contained herein to the contrary, in the event that any Secured Cash Management Agreement or Secured Hedge Agreement has been terminated or all amounts owing to any Amendment No. 1 Arranger have been paid in full, such Cash Management Bank, Hedge Bank or , Amendment No. 1 Arranger shall provide written notice to the Administrative Agent and the Borrower thereof and thereafter such Cash Management Bank, Hedge Bank or Amendment No. 1 Arranger shall have no rights under this Agreement and the Loan Documents, and in no event shall the Agents be responsible or liable to such counterparty for any act or omission or potential liabilities occurring during any such time.

Notwithstanding anything herein to the contrary, by its acceptance of the benefits hereunder, each Cash Management Bank, Amendment No. 1 Arranger and Hedge Bank agrees that (i) the rights, protections, immunities and indemnities afforded to the Agents in this Article VIII

with respect to the Lenders shall also be applicable to each Cash Management Bank, Amendment No. 1 Arranger or Hedge Bank as if such person were specifically set forth in this Article VIII, (ii) the Administrative Agent and the Collateral Agent shall be entitled to conclusively presume that no Cash Management Bank or Hedge Bank exists unless and until it receives written notice from such Cash Management Bank or Hedge Bank of its existence, and (iii) it shall provide each Agent with a completed administrative questionnaire and applicable tax forms upon request from either Agent.

Each applicable Cash Management Bank, Amendment No. 1 Arranger or Hedge Bank, by its acceptance of the benefits hereunder, is deemed to appoint each of the Administrative Agent and the Collateral Agent, as applicable, as its agent, and each of the Administrative Agent and the Collateral Agent, as applicable, hereby agrees to act as Administrative Agent or Collateral Agent for such person; it being understood and agreed that the rights and benefits of each such person under this Agreement and the Loan Documents consist exclusively of such person's being a beneficiary of the liens and security interests (and, if applicable, guarantees) granted to the applicable Agent and the right to share in payments and collections out of the Collateral as more fully set forth herein. In connection with any action taken by either Agent, including, without limitation, with respect to any distribution of payments and collections, such Agent shall be entitled to assume (and shall have no liability for so assuming) no amounts are owing to any such person (and no Obligations are held by any such person) unless such person has provided written notification to each Agent of the amount that is owing to it (on which each Agent may conclusively rely) and such notification is received by each Agent within a reasonable period of time prior to the making of such distribution, which in any event shall be at least five (5) Business Days prior to such distribution.

Section 8.15. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such person became a Lender party hereto, to, and (y) covenants, from the date such person became a Lender party hereto to the date such person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement,

(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 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 Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, 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 Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (i) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (ii) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such person became a Lender party hereto, to, and (y) covenants, from the date such person became a Lender party hereto to the date such person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

Section 8.16. Erroneous Payments.

(a) Each Lender hereby agrees that (i) if the Administrative Agent notifies such Lender that the Administrative Agent has determined in its sole discretion that any funds received by such Lender from either Agent or any of their respective Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Lender (whether or not known to such Lender) (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, an "Erroneous Payment") and demands the return of such Erroneous Payment (or a portion thereof), such Lender shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect and (ii) to the extent permitted by applicable law, such Lender shall not assert any right or claim to the Erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the applicable Agent for the return of any Erroneous Payments received, including, without limitation, waiver of any defense based on "discharge for value" or any similar theory or doctrine. A notice of the Administrative Agent to any Lender under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting the immediately preceding clause (a), each Lender hereby further agrees that if it receives a payment from either Agent (or any of their respective Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent, (y) that was not preceded or accompanied by notice of payment, or

(z) that such Lender otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each case, if an error has been made each such Lender is deemed to have knowledge of such error at the time of receipt of such Erroneous Payment, and to the extent permitted by applicable law, such Lender shall not assert any right or claim to the Erroneous Payment and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the applicable Agent for the return of any Erroneous Payments received, including without limitation waiver of any defense based on “discharge for value” or any similar theory or doctrine. Each Lender agrees that, in each such case, it shall promptly (and, in all events, within three Business Days), upon demand from the Administrative Agent, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(c) The Borrower and each other Loan Party hereby agrees that (x) in the event of an Erroneous Payment (or portion thereof) is not recovered from any Lender that has received such Erroneous Payment (or portion thereof) for any reason (and without limiting the Agents’ rights and remedies under this Article VIII), the applicable Agent shall be subrogated to all the rights of such Lender with respect to such amount and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owned by the Borrower or any other Loan Party.

(d) In addition to any rights and remedies of the Agents provided by law, the Agents shall have the right, without prior notice to any Lender, any such notice being expressly waived by such Lender to the extent permitted by applicable law, with respect to any Erroneous Payment for which demand has been made in accordance with this Section 8.16 and which has not been returned to the Administrative Agent, to set off and appropriate and apply against such amounts any and all deposits (general or special, time or demand, provisional or final but excluding trust accounts) in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the applicable Agent or any of its Affiliates to or for the credit or the account of such Lender. The Administrative Agent agrees to promptly notify the Lender after any such setoff and application made by the either Agent; provided, that, the failure to give such notice shall not affect the validity of such setoff and application.

(e) Each party’s obligations under this Section 8.16 shall survive the resignation or removal of each Agent, the termination of the Commitments and the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

Section 8.17. Amendment No. 1 Arrangers. No Amendment No. 1 Arranger, in its capacity as such, shall have any obligations under this Agreement or any other Loan Document, but shall be entitled to all benefits of this Article VIII and Article IX to the extent set forth herein.

ARTICLE IX

Miscellaneous

Section 9.01. Notices; Communications.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in Section 9.01(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 or other electronic means as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to any Loan Party, the Collateral Agent or the Administrative Agent, to the address, telecopier number, electronic mail address or telephone number specified for such person on Schedule 9.01; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

(b) Notices and other communications to the 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 pursuant to Article II if such Lender 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 their discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by them, provided, that approval of such procedures may be limited to particular notices or communications.

(c) 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 Section 9.01(b) above shall be effective as provided in such Section 9.01(b).

(d) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto.

(e) Documents required to be delivered pursuant to Section 5.04 (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically (including as set forth in Section 9.17) and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 9.01 or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided, that (A) the Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender that requests the Borrower to deliver such paper copies until a written request to cease delivering

paper copies is given by the Administrative Agent or such Lender and (B) the Borrower shall notify the Administrative Agent (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Except for such certificates required by Section 5.04(c), the Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

Section 9.02. **Survival of Agreement.** All covenants, agreements, representations and warranties made by the Loan Parties herein, in the other Loan Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the making by the Lenders of the Loans and the execution and delivery of the Loan Documents, regardless of any investigation made by such persons or on their behalf, and shall continue in full force and effect until the Termination Date. Without prejudice to the survival of any other agreements contained herein, the provisions of Sections 2.15, 2.16, 2.17, 9.05, 9.22 and 9.26 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the occurrence of the Termination Date or the termination of this Agreement or any other Loan Document or any provision hereof or thereof.

Section 9.03. **Binding Effect.** This Agreement shall become effective when it shall have been executed by the Borrower, the Collateral Agent and the Administrative Agent and when the Administrative Agent shall have received copies hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the Borrower, the Collateral Agent, the Administrative Agent and each Lender and their respective permitted successors and assigns.

Section 9.04. **Successors and Assigns.**

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its respective rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 9.04. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in clause (d) of this Section 9.04), and, to the extent expressly contemplated hereby, the Related Parties of each of the Agents, the Lenders and the Indemnified Parties) any legal or equitable right, remedy or claim under or by reason of this Agreement or the other Loan Documents.

(b) (i) Subject to the conditions set forth in subclause (ii) below, any Lender may assign to one or more assignees (each, an "Assignee") all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent of:

(A) the Borrower (such consent not to be unreasonably withheld, delayed or conditioned), which consent, with respect to the assignment of a Term Loan, will be deemed to have been given if the Borrower has not responded within

ten (10) Business Days after the delivery of any request for such consent; provided, that no consent of the Borrower shall be required (x) for an assignment of a Term Loan to a Lender, an Affiliate of a Lender, or an Approved Fund (as defined below) or (y) if an Event of Default under Section 7.01(b), (c), (h) or (i) has occurred and is continuing, for an assignment to any person; and

(B) the Administrative Agent (such consent not to be unreasonably withheld or delayed); provided, that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Term Loan to (x) a Lender, an Affiliate of a Lender, or an Approved Fund, or (y) the Borrower or an Affiliate of the Borrower.

(ii) Assignments (other than pursuant to Section 2.25 or clause (c) below) shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitments or Loans under any Facility, the amount of the applicable Commitments or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$1,000,000 or an integral multiple of \$1,000,000 in excess thereof, unless each of the Borrower and the Administrative Agent otherwise consent; provided, that no such consent of the Borrower shall be required if an Event of Default under Section 7.01(b), (c), (h) or (i) has occurred and is continuing; provided, further, that such amounts shall be aggregated in respect of each Lender and its Affiliates or Approved Funds (with simultaneous assignments to or by two or more Related Funds being treated as one assignment), if any;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement; provided, that this clause (B) shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans;

(C) the parties to each assignment shall (1) execute and deliver to the Administrative Agent an Assignment and Acceptance and any form required to be delivered pursuant to Section 2.17 via an electronic settlement system administratively feasible to Administrative Agent or (2) if previously agreed with the Administrative Agent, manually execute and deliver to the Administrative Agent an Assignment and Acceptance, in each case together with a processing and recordation fee of \$3,500 (which fee may be waived or reduced in the sole discretion of the Administrative Agent); provided, that contemporaneous assignments by or to any Assignee, its Affiliates and its Approved Funds to one or more of such Assignee's Affiliates or Approved Funds that close together shall be deemed to be one assignment for purposes of this clause (C);

(D) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent its applicable tax forms, an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the

Borrower and its Affiliates and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws; and

(E) the Assignee shall not be (1) the Borrower or any of the Borrower's Affiliates or Subsidiaries except with respect to assignments to the Borrower in accordance with Section 2.25 or clause (c) below, (2) any Disqualified Lender subject to Section 9.04(j), (3) a natural person or (4) a Defaulting Lender.

For the purposes of this Section 9.04, "Approved Fund" shall mean any person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered, advised or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages a Lender.

Any assigning Lender shall, in connection with any potential assignment, provide to the Borrower a copy of its request (including the name of the prospective assignee) concurrently with its delivery of the same request to the Administrative Agent irrespective of whether or not a Default or an Event of Default has occurred and is continuing.

(iii) Subject to acceptance and recording thereof pursuant to subclause (v) below, from and after the effective date specified in each Assignment and Acceptance the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.05 (subject to the limitations and requirements of those Sections, including, without limitation, the requirements of Sections 2.17(d) and 2.17(f))). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with clause (c) of this Section 9.04 (except to the extent such participation is not permitted by such clause (c) of this Section 9.04, in which case such assignment or transfer shall be null and void).

(iv) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal and 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 Collateral Agent, 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, the Collateral Agent and any Lender (with respect

to any entry relating to such Lender's Loans and Commitments), at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an Assignee, the Assignee's completed Administrative Questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in clause (b)(ii)(C) of this Section 9.04, if applicable, and any written consent to such assignment required by clause (b) of this Section 9.04, the Administrative Agent shall accept such Assignment and Acceptance and promptly record the information contained therein in the Register; provided, that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.18(d) or 8.07, the Administrative Agent shall have no obligation to accept such Assignment and Acceptance and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment, whether or not evidenced by a promissory note, shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this subclause (v).

(c) Notwithstanding anything to the contrary herein, including Sections 2.18 and 8.04, so long as no Event of Default under Section 7.01(b), (c), (h) or (i) has occurred and is continuing, any Lender may assign all or any portion of its Loans hereunder to Holdings, the Borrower or any of the Subsidiaries on a non-pro rata basis, whether pursuant to an open market purchase, dutch auction, exchange or otherwise; provided that no purchase of any Term Loans shall be made from the proceeds of any revolving loans. Any such Term Loans shall be automatically and permanently cancelled immediately upon acquisition thereof by Holdings, the Borrower or any of the Subsidiaries.

In connection with any assignment pursuant to this Section 9.04(c), each Lender acknowledges and agrees that, in connection therewith:

(i) Holdings and/or any of its Subsidiaries may have, and later may come into possession of, information regarding either Holdings, any of its Subsidiaries and/or any of their respective Affiliates not known to such Lender and that may be material to a decision by such Lender to participate in such assignment (including material non-public information) ("Excluded Information"),

(ii) such Lender, independently and, without reliance on Holdings, any of its Subsidiaries, any Agent or any of their respective Affiliates, has made its own analysis and determination to participate in such assignment notwithstanding such Lender's lack of knowledge of the Excluded Information, and

(iii) none of Holdings, any of its Subsidiaries, any Agent or any of their respective Affiliates shall have any liability to such Lender, and such Lender hereby waives and releases, to the extent permitted by law, any claims such Lender may have against Holdings, any of its Subsidiaries, any Agent or any of their respective Affiliates, under applicable laws or otherwise, with respect to the nondisclosure of the Excluded Information.

(d) Participations.

(i) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations in Term Loans and Commitments to one or more banks or other entities other than any person that, at the time of such participation, is (A) a natural person, (B) Holdings, the Borrower or any of its Subsidiaries or any of their respective Affiliates or (C) a Disqualified Lender subject to Section 9.04(j) (a “Participant”) in all or a portion of such Lender’s rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it);

provided, that (1) such Lender’s obligations under this Agreement shall remain unchanged, (2) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (3) the Borrower, the Administrative Agent, the Collateral Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and the other Loan Documents and to approve any amendment, modification or waiver of any provision of this Agreement and the other Loan Documents;

provided, further, that (x) such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that both (1) requires the consent of each Lender directly affected thereby pursuant to the first proviso to Section 9.08(b) and (2) directly affects such Participant (but, for the avoidance of doubt, not any waiver of any Default or Event of Default) and (y) no other agreement with respect to amendment, modification or waiver may exist between such Lender and such Participant. Subject to clause (d)(iii) of this Section 9.04, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the limitations and requirements of those Sections and Section 2.19, including, without limitation, the requirements of Sections 2.17(d) and 2.17(f) (it being understood that the documentation required under Section 2.17(d) and 2.17(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 clause (b) of this Section 9.04.

To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.06 as though it were a Lender; provided, that such Participant shall be subject to Section 2.18(c) as though it were a Lender.

(ii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts and interest amounts of each Participant’s interest in the Loans or other obligations under the Loan Documents (the “Participant Register”). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. Without limitation of the requirements of this Section 9.04(d), no Lender shall have any obligation to disclose all or any portion of a Participant Register to any person (including the identity of any Participant or any information relating to a Participant’s interest in any Commitments, Loans or other Loan Obligations under any Loan Document), except to the extent that such disclosure is

necessary to establish that such Commitment, Loan or other Loan Obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(iii) A Participant shall not be entitled to receive any greater payment under Section 2.15, 2.16 or 2.17 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), which consent shall state that it is being given pursuant to this Section 9.04(d)(iii); provided, that each potential Participant shall provide such information as is reasonably requested by the Borrower in order for the Borrower to determine whether to provide its consent.

(e) 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 and in the case of any Lender that is an Approved Fund, any pledge or assignment to any holders of obligations owed, or securities issued, by such Lender, including to any trustee for, or any other representative of, such holders, and this Section 9.04 shall not apply to any such pledge or assignment of a security interest; provided, that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(f) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in clause (e) above.

(g) Upon the terms and subject to the conditions set forth in this Agreement, and in reliance upon the representations, warranties and covenants of the Loan Parties contained herein and the other Loan Documents, effective as of the Closing Date, each person that becomes a Lender after the Closing Date (each, a "Subject Lender"), on behalf of itself and its predecessors, successors, assigns, agents, subsidiaries (except in the case of any Lender that is a bona fide commercial bank), Affiliates (except in the case of any Lender that is a bona fide commercial bank) and representatives, hereby irrevocably and forever waives, on the terms and conditions set forth herein, any actual, if any, and alleged defaults, Defaults or Events of Default (each as defined in the applicable Existing Debt Document), or any other claims of breach under any Existing Debt Document that have arisen under the Existing Debt Documents prior to the Closing Date and that can be waived as of the Closing Date, together with any and all related consequences thereof, including without limitation any actual or purported acceleration of any Existing Debt (the "Waiver"). Other than as specifically set forth herein, the Waiver shall not constitute a modification or alteration of the terms, conditions or covenants of this Agreement or the Existing Debt Documents. Notwithstanding the foregoing, (i) the Waiver of each Subject Lender that is a bona fide commercial bank is only applicable with respect to such Subject Lender in its capacity as a lender or holder under the Existing Debt Documents to which it is a party (and not in any other capacity and not in respect of any Existing Debt Document to which it is not a party), (ii) for the avoidance of doubt, no Subject Lender that is a bona fide commercial bank is agreeing to the Waiver with respect to any Existing Debt that such Subject Lender holds or acquires solely in its capacity as a Qualified Marketmaker (as defined in the Transaction Support Agreement), and (iii) with respect to any such Subject Lender that is a bona fide commercial bank, any Affiliates or related parties of such Subject Lender (including any separate branch of a Subject Lender) shall not be

deemed to be a Subject Lender themselves, unless such Affiliate or related party has itself signed this Agreement. For the avoidance of doubt, any Affiliates or related parties of any such Subject Lender shall not, as a result of being Affiliates or related parties, be deemed to be Subject Lenders themselves.

(h) Each purchase or assignment of Term Loans pursuant to Section 2.25 or clause (c) of this Section 9.04 shall, for purposes of this Agreement, be deemed to be an automatic and immediate cancellation and extinguishment of such Term Loans and the Borrower shall, upon consummation of any such purchase, notify the Administrative Agent that the Register should be updated to record such event as if it were a prepayment of such Loans.

(i) 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 pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent and any other Lender hereunder (and interest accrued thereon); provided, that 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.

(j) The Administrative Agent shall have the right, and the Borrower hereby expressly authorizes the Administrative Agent, to (i) post the list of Disqualified Lenders provided by the Borrower and any updates thereto from time to time (collectively, the “DQ List”) on the Platform, including that portion of the Platform that is designated for “public side” Lenders and (ii) provide the DQ List to each Lender requesting the same. The Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Lenders; provided, that without limiting the generality of the foregoing clause, the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Lender or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Lender. With respect to any Lender or Participant that becomes a Disqualified Lender after the applicable assignment or participation, (1) such Assignee shall not retroactively be disqualified from becoming a Lender or Participant and (2) the execution by the Borrower of an Assignment and Acceptance with respect to such assignee will not by itself result in such Assignee no longer being considered a Disqualified Lender. Any assignment in violation of this clause (j) shall not be void, but the Borrower shall have the right to (A) [reserved], (B) in the case of outstanding Term Loans held by Disqualified Lenders, prepay such Term Loan by paying the lesser of (x) the principal amount thereof and (y) the amount that such Disqualified Lender paid to acquire such Term Loans, in each case plus accrued interest, accrued fees, and all other amounts (other than principal amounts) payable to it hereunder and under the other Loan Documents and/or (C) require such Disqualified Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in this Section 9.04), all of its interest, rights and obligations under this Agreement and related Loan Documents to an Assignee in accordance with this Section 9.04 that

shall assume such obligations at the lesser of (x) the principal amount thereof and (y) the amount that such Disqualified Lender paid to acquire such interests, rights and obligations, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it hereunder and the other Loan Documents; provided that (1) the Borrower shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 9.04(b)(ii)(C), (2) such assignment does not conflict with applicable laws and (3) in the case of clause (B), the Borrower shall not use the proceeds from any Loans to prepay Term Loans held by Disqualified Lenders.

Section 9.05. Expenses; Indemnity.

(a) The Borrower hereby agrees to pay

(i) all reasonable and documented out-of-pocket expenses (including, subject to Section 9.05(c), Other Taxes) incurred by the Administrative Agent or the Collateral Agent and their respective Affiliates in connection with the preparation and administration of this Agreement and the other Loan Documents, or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), including the reasonable and documented fees, charges and disbursements of one counsel for each of the Administrative Agent and the Collateral Agent and, if necessary, the reasonable fees, charges and disbursements of one local counsel per jurisdiction for each of the Administrative Agent and the Collateral Agent (or a single local counsel if the Administrative Agent and the Collateral Agent are the same entity),

(ii) all reasonable and documented fees and disbursements of Cravath, Swaine & Moore as primary counsel to the Amendment No. 1 Arrangers in connection with Amendment No. 1 and the transactions contemplated thereby, subject to and in accordance with the fee and/or engagement letters entered into with the Borrower, and

(iii) all reasonable and documented out-of-pocket expenses (including Other Taxes) incurred by the Agents or any Lender in connection with the enforcement of their rights in connection with this Agreement and any other Loan Document, in connection with the Loans made hereunder, including all reasonable and documented out-of-pocket expenses incurred or invoiced during any workout, restructuring or negotiations in respect of such Loans, and including the fees, charges and disbursements of (A)(i) a separate single counsel for the Administrative Agent, (ii) a separate, single counsel for the Collateral Agent and (iii) a separate, single counsel for all other Secured Parties, taken as a whole, and, (B) if necessary, (i) a separate, single local counsel in each appropriate jurisdiction for the Administrative Agent, (ii) a separate, single local counsel in each appropriate jurisdiction for the Collateral Agent (provided, that for purposes of clauses (i) and (ii), if the Administrative Agent and the Collateral Agent are the same entity, the Agent shall be entitled to one local counsel) and (iii) a separate, single local counsel in each appropriate jurisdiction for the other Secured Parties, taken as a whole and (C) (if appropriate) (i) a separate, single regulatory counsel for the Administrative Agent and (ii) a separate, single regulatory counsel for the Collateral Agent (provided, that for purposes of clauses (i) and (ii), if the Administrative Agent and the Collateral Agent are the same entity, the Agent shall be entitled to one regulatory counsel) and (iii) a separate, single regulatory counsel for all other Secured Parties, taken as a whole (and, in each case, in the case of an actual or perceived conflict of interest where such person affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel, of another firm of such for such affected person).

(b) The Borrower agrees to indemnify the Administrative Agent, the Collateral Agent, each Amendment No. 1 Arranger, each Lender, each of their respective Affiliates, successors and assignors, and each of their respective Related Parties (each such person being called an "Indemnatee") against, and to hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, charges and disbursements (excluding the allocated costs of in house counsel but including costs and fees of (A)(i) a separate, single counsel for the Administrative Agent, (ii) a separate, single counsel for the Collateral Agent and (iii) a separate, single primary counsel for all other Indemnitees, taken as a whole, and, (B) if necessary, (i) a separate, single local counsel in each appropriate jurisdiction for Administrative Agent, (ii) a separate, single local counsel for the Collateral Agent (provided, that for purposes of clause (i) and (ii), if the Administrative Agent and the Collateral Agent are the same entity, the Agent shall be entitled to one local counsel) and (iii) a separate, single local counsel in each appropriate jurisdiction for the other Indemnitees, taken as a whole and (C) (if appropriate) (i) a separate, single regulatory counsel for the Administrative Agent, (ii) a separate, single regulatory counsel for the Collateral Agent (provided, that for purposes of clause (i) and (ii), if the Administrative Agent and the Collateral Agent are the same entity, the Agent shall be entitled to one regulatory counsel) and (iii) a separate, single regulatory counsel for all other Indemnitees, taken as a whole (and, in each case, in the case of an actual or perceived conflict of interest where the Indemnatee affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel, of another firm of counsel for such affected Indemnatee)), incurred by or asserted against any Indemnatee arising out of, in any way connected with, or as a result of (i) the execution or delivery of this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto and thereto of their respective obligations thereunder or the consummation of the transactions contemplated hereby, (ii) the use of the proceeds of the Loans, (iii) any violation of or liability under Environmental Laws by Holdings, the Borrower or any Subsidiary, (iv) any actual or alleged presence, Release or threatened Release of or exposure to Hazardous Materials at, under, on, from or to any property owned, leased or operated by Holdings, the Borrower or any Subsidiary or (v) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnatee is a party thereto and regardless of whether such matter is initiated by a third party or by the Borrower or any of their subsidiaries or Affiliates; provided, that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnatee or any of its Related Parties or (y) arose from any claim, actions, suits, inquiries, litigation, investigation or proceeding that does not involve an act or omission of the Borrower or any of its Affiliates and is brought by an Indemnatee against another Indemnatee (other than any claim, actions, suits, inquiries, litigation, investigation or proceeding by or against any Agent in its capacity as such). None of the parties hereto (or any of their respective affiliates) shall be responsible or liable to any other party or any of their respective subsidiaries, Affiliates or stockholders or any other person or entity for any special, indirect, consequential or punitive damages, which may be alleged as a result of the Facilities. The provisions of this Section 9.05 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the occurrence of the Termination Date, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent or any Lender. All amounts due under this Section 9.05 shall be payable within 15 days after written demand therefor accompanied by reasonable documentation with respect to any reimbursement, indemnification or other amount requested.

(c) Except as expressly provided in Section 9.05(a) with respect to Other Taxes, which shall not be duplicative with any amounts paid pursuant to Section 2.17, this Section 9.05 shall not apply to any Taxes (other than Taxes that represent losses, claims, damages, liabilities and related expenses resulting from a non-Tax claim), which shall be governed exclusively by Section 2.17 and, to the extent set forth therein, Section 2.15.

(d) To the fullest extent permitted by applicable law, each of Holdings and the Borrower shall not assert, and hereby waives, any claim against any Indemnatee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnatee 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 (including the internet) in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(e) The agreements in this Section 9.05 shall survive the resignation or removal of the Administrative Agent or the Collateral Agent, the replacement of any Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all the other Obligations, the occurrence of the Termination Date and the termination of this Agreement, any other Loan Document or any provision hereof or thereof.

Section 9.06. Right of Set-off. If an Event of Default shall have occurred and be continuing, each Lender and any of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final and in whatever currency denominated) at any time held and other obligations at any time owing by such Lender to or for the credit or the account of Holdings, the Borrower or any Subsidiary against any of and all the obligations of the Borrower now or hereafter existing under this Agreement or any other Loan Document held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement or such other Loan Document and although the Obligations may be unmatured; provided, that any recovery by any Lender or any Affiliate pursuant to its setoff rights under this Section 9.06 is subject to the provisions of Section 2.18(c); provided, further, that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.24 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender under this Section 9.06 are in addition to other rights and remedies (including other rights of set-off) that such Lender may have.

Section 9.07. Applicable Law. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

Section 9.08. Waivers; Amendments.

(a) No failure or delay of the Administrative Agent, the Collateral Agent or any Lender in exercising any right or power hereunder or under any Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Collateral Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by Holdings, the Borrower or any other Loan Party therefrom shall in any event be effective unless the same shall be permitted by clause (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on Holdings, the Borrower or any other Loan Party in any case shall entitle such person to any other or further notice or demand in similar or other circumstances. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent, the Collateral Agent or any Lender may have had notice or knowledge of such Default or Event of Default at the time.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except (x) as provided in Section 2.21, 2.22 or 2.23, (y) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders and (z) in the case of any other Loan Document, subject to the terms of such Loan Document, pursuant to an agreement or agreements in writing entered into by each Loan Party thereto and the Administrative Agent or the Collateral Agent, as applicable, and consented to by the Required Lenders; provided, that no such agreement shall:

(i) decrease or forgive the principal amount of, or extend the final maturity of, or decrease the rate of interest on, or decrease any amount payable with respect to any Term Loan, or change the amount of interest or principal payable in cash in respect of, any Term Loan, without the prior written consent of each Lender directly adversely affected thereby (which, notwithstanding the foregoing, such consent of such Lender directly adversely affected thereby shall be the only consent required hereunder to make such modification); provided, that only the consent of the Required Lenders shall be necessary to reduce or waive any obligation of the Borrower to pay interest or fees at the applicable default rate set forth in Section 2.13(c);

(ii) increase or extend the Commitment of any Lender, or decrease the fees of any Lender without the prior written consent of such Lender (which, notwithstanding the foregoing, with respect to any such extension or decrease, such consent of such Lender shall be the only consent required hereunder to make such modification); provided, that waivers or modifications of conditions precedent, covenants, Defaults or Events of Default or mandatory prepayments shall not constitute an increase or extension of the Commitments of any Lender for purposes of this clause (ii);

(iii) extend or waive any Term Loan Installment Date or reduce the amount due on any Term Loan Installment Date, or extend any date on which payment of interest (other than interest payable at the applicable default rate of interest set forth in Section 2.13(c)) on any Term Loan or any fees is due, without the prior written consent of each Lender directly adversely affected thereby (which, notwithstanding the foregoing,

such consent of such Lender directly adversely affected thereby shall be the only consent required hereunder to make such modification);

(iv) amend the provisions of Section 2.18(c) or Section 7.03 of this Agreement or Section 4.2 of the Collateral Agreement or any other provision hereof in a manner that would by its terms alter the pro rata sharing or the order of applicable payments required thereby without the prior written consent of each Lender directly adversely affected thereby;

(v) amend or modify the provisions of this Section 9.08 or the definition of the terms “Required Lenders,” “Majority Lenders” or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the prior written consent of each Lender directly adversely affected thereby;

(vi) except as provided in Section 9.18, release all or substantially all of the Collateral or the Liens thereon or all or substantially all of the Guarantors from their respective Guarantees without the prior written consent of each Lender;

(vii) subject to any more restrictive provision in this Section 9.08(b), effect any waiver, amendment or modification that by its terms adversely affects the rights in respect of payments or collateral of Lenders participating in any Facility differently from those of Lenders participating in another Facility, without the prior written consent of the Majority Lenders participating in the adversely affected Facility (it being agreed that the Required Lenders may waive, in whole or in part, any prepayment or Commitment reduction required by Section 2.11 so long as the application of any prepayment or Commitment reduction still required to be made is not changed);

(viii) amend, modify or waive any term or provision of any Loan Document to permit the issuance or incurrence of any Indebtedness (including any exchange of existing Indebtedness that results in another class of Indebtedness for borrowed money, but excluding, for the avoidance of doubt, any “debtor-in-possession” facility pursuant to Section 364 of the Bankruptcy Code (or similar financing under applicable law)) with respect to which (x) the Liens on the Collateral securing the Obligations of any tranche would be subordinated or (y) all or any portion of the Obligations of any tranche would be subordinated in right of payment (any such other Indebtedness to which such Liens securing any of the Obligations or such Obligations, as applicable, are subordinated, “Senior Indebtedness”), in each case without the written consent of each Lender of such tranche directly and adversely affected thereby, unless each adversely affected Lender has been offered a bona fide opportunity to fund or otherwise provide its pro rata share (based on the amount of Obligations that are adversely affected thereby held by each Lender) of the Senior Indebtedness on the same terms (other than bona fide backstop fees and reimbursement of counsel fees and other expenses in connection with the negotiation of the terms of such transaction; such fees and expenses, “Ancillary Fees”) as offered to all other providers (or their Affiliates) of the Senior Indebtedness and to the extent such adversely affected Lender decides to participate in the Senior Indebtedness, receive its pro rata share of the fees and any other similar benefit (other than Ancillary Fees) of the Senior Indebtedness afforded to the providers of the Senior Indebtedness (or any of their Affiliates) in connection with providing the Senior Indebtedness;

(ix) amend the provisions of Section 9.04 to reduce the number or percentage of Lenders required to permit the Borrower to assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of each Lender;

(x) (A) amend, modify or waive the definition of “Unrestricted Subsidiary” or “Material Asset”,

(B) amend, modify or waive any provision of this Agreement that would, except as set forth in the definition of “Unrestricted Subsidiary,” permit (I) the creation or existence of Unrestricted Subsidiaries, or any Subsidiary that would be “unrestricted” or otherwise generally excluded from the requirements, taken as a whole, applicable to Subsidiaries pursuant to the Loan Documents (including the covenants set forth in Article VI) (it being acknowledged that no Subsidiary is an Unrestricted Subsidiary as of the Closing Date), (II) the Borrower or any Subsidiary to transfer to, or hold assets in, an Unrestricted Subsidiary or (III) the release of any guarantee of the Obligations and any Lien on the Collateral to secure any such guaranty as a result of the designation of any Person as an Unrestricted Subsidiary,

(C) amend or modify any provision of this Agreement to permit additional Investments (including Guarantees of Indebtedness of) in, Restricted Payments to or Dispositions to any Unrestricted Subsidiary not permitted by the terms of this Agreement without giving effect thereto,

(D) amend or modify the requirements of Section 6.08, or

(E) amend, modify or waive the Double-Dip Provision, in each case of clauses (A) through (E), without the prior written consent of each Lender;

(xi) amend the provisions of Section 9.04 in a manner that would further restrict assignments of any Loans under this Agreement without the prior written consent of each Lender directly adversely affected thereby;

(xii) amend, modify or waive the provisions of Section 2.21(e) with respect to the right of holders of Incremental Term Loan Commitments and Incremental Term Loans, to consent to any amendment, modification, waiver, consent or other action without the prior written consent of each Lender directly adversely affected thereby; or

(xiii) amend the provisions of Section 9.18(b) or the definition of “Excluded Subsidiary” without the prior written consent of each Lender directly adversely affected thereby (which, notwithstanding the foregoing, such consent of such Lender directly adversely affected thereby shall be the only consent required hereunder to make such modification);

provided, further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or the Collateral Agent hereunder without the prior written consent of the Administrative Agent or the Collateral Agent affected thereby, as applicable. Each Lender shall be bound by any waiver, amendment or modification authorized by this Section 9.08 and any consent by any Lender pursuant to this Section 9.08 shall bind any Assignee of such Lender.

Notwithstanding anything to the contrary herein, no Defaulting Lender shall have the right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be affected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender disproportionately adversely relative to other affected Lenders shall require the consent of each such Defaulting Lender.

(c) Without the consent of any Lender, the Loan Parties, the Administrative Agent and the Collateral Agent shall (to the extent required or contemplated by any Loan Document) enter into any amendment, modification, supplement or waiver of any Loan Document, or enter into any new agreement or instrument, to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties, to include holders of Other First Liens or (to the extent necessary or advisable under applicable local law) Junior Liens in the benefit of the Security Documents in connection with the incurrence of any Other First Lien Debt or Indebtedness permitted to be secured by Junior Liens and to give effect to any Intercreditor Agreement associated therewith, or as required by local law to give effect to, or protect, any security interest for the benefit of the Secured Parties in any property or so that the security interests therein comply with applicable law or this Agreement or in each case to otherwise enhance the rights or benefits of any Lender under any Loan Document.

(d) Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the prior written consent of the Required Lenders, the Administrative Agent, and the Loan Parties (i) to permit additional extensions of credit to be outstanding hereunder from time to time and the accrued interest and fees and other obligations in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans and the accrued interest and fees and other obligations in respect thereof and (ii) to include appropriately the holders of such extensions of credit in any determination of the requisite lenders required hereunder, including Required Lenders and Majority Lenders. In addition, notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Borrower and the Administrative Agent (but without the consent of any Lender) to include any additional financial maintenance covenant (or any financial maintenance covenant that is already included in this Agreement but with covenant levels and component definitions that are more restrictive to the Borrower) for the benefit of the Lenders of all of the Facilities (but not fewer than all of the Facilities) then existing.

(e) Notwithstanding the foregoing, technical and conforming modifications to the Loan Documents may be made with the consent of the Borrower and the Administrative Agent (but without the consent of any Lender) to the extent necessary (i) to integrate any Other Term Loan Commitments and Other Term Loans in a manner consistent with Sections 2.21, 2.22 and 2.23 as may be necessary to establish such Other Term Loan Commitments or Other Term Loans as a separate Class or tranche from the existing Term Facility Commitments or Term Loans, as applicable, and, in the case of Extended Term Loans, to reduce the amortization schedule of the related existing Class of Term Loans proportionately, (ii) to integrate any Other First Lien Debt or (iii) to cure any ambiguity, omission, error, defect or inconsistency.

(f) Each of the parties hereto hereby agrees that the Administrative Agent may (but shall not be obligated to) take any and all action as may be necessary to ensure that all Term Loans

established pursuant to Section 2.21 after the Closing Date that will be included in an existing Class of Term Loans outstanding on such date (an “Applicable Date”), when originally made, are included in each Borrowing of outstanding Term Loans of such Class (the “Existing Class Loans”), on a pro rata basis, and/or to ensure that, immediately after giving effect to such new Term Loans (the “New Class Loans” and, together with the Existing Class Loans, the “Class Loans”), each Lender holding Class Loans will be deemed to hold its Pro Rata Share of each Class Loan on the Applicable Date (but without changing the amount of any such Lender’s Term Loans), and each such Lender shall be deemed to have effectuated such assignments as shall be required to ensure the foregoing. The “Pro Rata Share” of any Lender on the Applicable Date is the ratio of (i) the sum of such Lender’s Existing Class Loans immediately prior to the Applicable Date plus the amount of New Class Loans made by such Lender on the Applicable Date over (ii) the aggregate principal amount of all Class Loans on the Applicable Date.

Section 9.09. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the applicable interest rate, together with all fees and charges that are treated as interest under applicable law (collectively, the “Charges”), as provided for herein or in any other document executed in connection herewith, or otherwise contracted for, charged, received, taken or reserved by any Lender, shall exceed the maximum lawful rate (the “Maximum Rate”) that may be contracted for, charged, taken, received or reserved by such Lender in accordance with applicable law, the rate of interest payable hereunder, together with all Charges payable to such Lender, shall be limited to the Maximum Rate; provided, that such excess amount shall be paid to such Lender on subsequent payment dates to the extent not exceeding the legal limitation. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such person may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

Section 9.10. Entire Agreement. This Agreement, the other Loan Documents and the agreements regarding certain fees referred to herein constitute the entire contract between the parties relative to the subject matter hereof. Any previous agreement among or representations from the parties or their Affiliates with respect to the subject matter hereof is superseded by this Agreement and the other Loan Documents. Notwithstanding the foregoing, each Fee Letter shall survive the execution and delivery of this Agreement and remain in full force and effect. Nothing in this Agreement or in the other Loan Documents, expressed or implied, is intended to confer upon any party other than the parties hereto and thereto (and the Indemnitees, the Indemnified Parties, the Cash Management Banks under any Secured Cash Management Agreement and the Hedge Banks under any Secured Hedge Agreement and, to the extent expressly set forth herein, Related Parties of the parties hereto and the Indemnitees) rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

Section 9.11. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER

AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.11.

Section 9.12. Severability. To the extent permitted by applicable law, any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document (or purported waiver, amendment, or modification) including pursuant to this Agreement, should be held invalid, illegal, unenforceable or to be unauthorized under the terms of Section 9.08, then:

(x) (i) such provisions, waivers, amendments or modifications (or purported waivers, amendments or modifications) shall be construed or deemed modified so as to be valid, legal, enforceable and authorized under the terms of Section 9.08, as applicable, with an economic effect as close as possible to that of the invalid, illegal, unenforceable or unauthorized provisions, waivers, amendments or modifications, as applicable, and (ii) once construed or modified by clause (i), such provisions, waivers, amendments or modifications (or attempted waivers, amendments, or modifications) shall be deemed to have been operative ab initio,

(y) any such provision, waiver, amendment or modification (or purported waiver, amendment or modification) not capable of being modified or construed in accordance with the foregoing clause (x) shall automatically be considered without effect, and such provision, waiver, amendment or modification shall for all purposes be deemed to have never been implemented or occurred, as applicable, and

(z) after giving effect to each of the foregoing clauses (x) and (y), the validity, legality and enforceability of the remaining provisions or waivers, amendments or modifications, as applicable, contained herein and therein shall not in any way be affected or impaired thereby.

Notwithstanding any other provision of this Agreement, if a court of competent jurisdiction – in a final and unstayed order – determines that any aspect of the Level 3 Senior Unsecured Notes Transaction (as defined in the Transaction Support Agreement) is invalid for any reason, such determination shall not (directly or indirectly) constitute a default or breach of this Agreement or any other Loan Document.

Section 9.13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract, and shall become effective as provided in Section 9.03. Delivery of an executed counterpart to this Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed original.

Section 9.14. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

Section 9.15. Jurisdiction; Consent to Service of Process.

(a) The Borrower and each other Loan Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Administrative Agent, the Collateral Agent, any Lender or any Affiliate of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, Borough of Manhattan, and of the United States District Court of the Southern District of New York, sitting in New York County, Borough of Manhattan, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Administrative Agent, the Collateral Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against Holdings, the Borrower or any other Loan Party or its properties in the courts of any jurisdiction.

(b) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any court referred to in paragraph (a) of this Section 9.15. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement will affect the right of any party to this Agreement or any other Loan Document to serve process in any other manner permitted by law.

Section 9.16. Confidentiality. Each of the Lenders and each of the Agents agrees that it shall maintain in confidence any information relating to Holdings and any of its Subsidiaries or their respective businesses furnished to it by or on behalf of Holdings or any of its Subsidiaries (other than information that (x) has become generally available to the public other than as a result of a disclosure by such party in breach of this Section 9.16, (y) has been independently developed by such Lender or such Agent without violating this Section 9.16 or (z) was available to such Lender or such Agent from a third party having, to such person's knowledge, no obligations of confidentiality to the Borrower or any other Loan Party) and shall not reveal the same other than to its Related Parties and any numbering, administration or settlement service providers or to any person that approves or administers the Loans on behalf of such Lender (so long as each such person shall have been instructed to keep the same confidential in accordance with this Section 9.16), except:

(a) to the extent necessary to comply with applicable Requirements of Law or any legal process or the requirements of any Governmental Authority purporting to have jurisdiction over such person or its Related Parties, the National Association of Insurance Commissioners or of any securities exchange on which securities of the disclosing party or any Affiliate of the disclosing party are listed or traded,

(b) as part of reporting or review procedures to, or examinations by, Governmental Authorities, rating agencies or self-regulatory authorities, including the National Association of Insurance Commissioners or the Financial Industry Regulatory Authority, Inc.,

(c) to its parent companies, Affiliates and their Related Parties including auditors, accountants, legal counsel and other advisors (so long as each such person shall have been instructed to keep the same confidential in accordance with this Section 9.16),

(d) in connection with the exercise of any remedies under this Agreement or any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder,

(e) to any pledgee under Section 9.04(e) or any other prospective assignee of, or prospective Participant in, any of its rights under this Agreement (so long as such person shall have been instructed to keep the same confidential in accordance with this Section 9.16),

(f) to any direct or indirect contractual counterparty (or its Related Parties) in Hedging Agreements or such contractual counterparty's professional advisor (so long as such contractual counterparty or professional advisor to such contractual counterparty agrees to be bound by the provisions of this Section 9.16),

(g) on a confidential basis to (i) any rating agency in connection with rating Holdings, the Borrower or its Subsidiaries or the facilities evidenced by this Agreement or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the facilities evidenced by this Agreement,

(h) with the prior written consent of the Borrower, and

(i) to any other party to this Agreement.

Section 9.17. Platform; Borrower Materials. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE ADMINISTRATIVE AGENT AND ITS RELATED PARTIES DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE ADMINISTRATIVE AGENT OR ANY OF ITS RELATED PARTIES IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM.

Section 9.18. Release of Liens and Guarantees.

(a) The Lenders and the other Secured Parties hereby irrevocably agree that the Liens granted to the Collateral Agent by the Loan Parties on any Collateral shall:

(i) be automatically released (and following such automatic release the Administrative Agent or Collateral Agent shall execute any appropriate release documentation (prepared by the Loan Parties and without representation, warranty or

recourse) to document or evidence such release at the Borrower's reasonable request and sole expense):

(A) in full upon the occurrence of the Termination Date as set forth in Section 9.18(e) below;

(B) upon the Disposition (other than any lease or license) of such Collateral by any Loan Party to a person that is not (and is not required to become) a Loan Party in a transaction permitted by this Agreement,

(C) to the extent that such Collateral comprises property leased to a Loan Party, upon termination or expiration of such lease,

(D) if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders (or such other percentage of the Lenders whose consent may be required in accordance with Section 9.08),

(E) to the extent that the property constituting such Collateral is owned by any Guarantor, upon the release of such Guarantor from its obligations under the Guarantee in accordance with the Guarantee Agreement or clause (b) below,

(F) as required by the Collateral Agent to effect any Disposition of Collateral in connection with any exercise of remedies of the Collateral Agent pursuant to the Security Documents, or

(G) pursuant to the terms of any applicable Intercreditor Agreement, and

(ii) be released (which release shall be automatic to the extent permitted by Section 9.18(a)(i)) in the circumstances, and subject to the terms and conditions, provided in Section 8.11.

Any such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those being released) upon (or obligations (other than those being released) of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any Disposition, all of which shall continue to constitute part of the Collateral except to the extent otherwise released in accordance with the provisions of the Loan Documents and the Collateral Agent shall have received notice of any such release hereunder.

(b) In addition, the Lenders and the other Secured Parties hereby irrevocably agree that the respective Guarantor shall be automatically released from its respective Guarantee (and following such automatic release the Administrative Agent or Collateral Agent shall execute any appropriate documentation (prepared by the Loan Parties and without representation, warranty or recourse) to document or evidence such release at the Borrower's reasonable request and sole expense):

(i) upon consummation of any transaction permitted hereunder if (x) resulting in such Guarantor ceasing to constitute a Subsidiary (including because such Subsidiary is designated an "Unrestricted Subsidiary") or (y) in the case of any Guarantor that would not be required to be a Guarantor because it is, or has become, an Excluded Subsidiary as a

result of a transaction following which it has become (or remains) a Subsidiary of the Borrower or a Guarantor, in each case following a written request by the Borrower to the Administrative Agent requesting that such person no longer constitute a Guarantor and certifying its entitlement to the requested release (and the Administrative Agent may rely conclusively on a certificate to the foregoing effect without further inquiry); provided that any such release pursuant to preceding clause (y) shall only be effective if:

(A) no Event of Default under Section 7.01(b), (c), (h) or (i) has occurred and is continuing or would result therefrom,

(B) at the time of such release (and after giving effect thereto), all outstanding Indebtedness of, and Investments in, such Subsidiary would then be permitted to be made in accordance with the relevant provisions of Sections 6.01 and 6.04 (for this purpose, with the Borrower being required to reclassify any such items made in reliance upon the respective Subsidiary being a Guarantor on another basis as would be permitted by such applicable Section) (and all items described above in this clause (B) shall thereafter be deemed recharacterized as provided above in this clause (B)),

(C) such Subsidiary shall not be (or shall be simultaneously released as) a guarantor (if applicable) with respect to the any First Lien Notes, Other First Lien Debt, Second Lien Notes, Incremental Equivalent Debt, Permitted Consolidated Cash Flow Debt, Existing Unsecured Notes, Subordinated Indebtedness, any other Indebtedness secured by a Junior Lien or any Permitted Refinancing Indebtedness (and successive Permitted Refinancing Indebtedness) with respect to the foregoing; and

(D) the transaction resulting in such release is a legitimate business transaction and not for a "liability management transaction" as reasonably determined by the Borrower; or

(ii) if the release of such Guarantor is approved, authorized or ratified by the Required Lenders (or such other percentage of Lenders whose consent is required in accordance with Section 9.08).

(c) The Lenders and the other Secured Parties hereby authorize the Administrative Agent and the Collateral Agent, as applicable, to, and such Agent shall execute and deliver any instruments, documents, and agreements (prepared by the Loan Parties and without representation, warranty or recourse) necessary or desirable to evidence and confirm the release of any Guarantor or Collateral pursuant to the foregoing provisions of this Section 9.18, including without limitation the filing of any Uniform Commercial Code or equivalent lien release filings in respect thereof, all without the further consent or joinder of any Lender or any other Secured Party. Upon the effectiveness of any such release, any representation, warranty or covenant contained in any Loan Document relating to any such Collateral or Guarantor shall no longer be deemed to be made.

(d) In connection with any release hereunder or under any Loan Document, the Administrative Agent and the Collateral Agent shall promptly (and the Secured Parties hereby authorize the Administrative Agent and the Collateral Agent to) take such action and execute any such documents (prepared by the Loan Parties and without representation, warranty or recourse) as may be reasonably requested by the Borrower and at the Borrower's expense in connection with the release of any Liens created by any Loan Document in respect of such Guarantor, property or

asset; provided, that notwithstanding anything contained in this Agreement or any other Loan Document to the contrary (but without effecting the automatic nature of any release or subordination pursuant to this Section 9.18) in no event shall any Agent be required to execute and deliver any instrument or document evidencing any release unless the Borrower shall have provided such Agent with a certificate of a Responsible Officer of the Borrower certifying that any such transaction has been consummated in compliance with this Agreement and the other Loan Documents and that the execution and delivery of such release is authorized and permitted by this Agreement and the other Loan Documents (a "Collateral Matters Certificate"). Any execution and delivery of documents pursuant to this Section 9.18(d) shall be without recourse to or warranty by the Administrative Agent or Collateral Agent.

(e) Notwithstanding anything to the contrary contained herein or any other Loan Document, on the Termination Date, upon request of the Borrower, the Administrative Agent and/or the Collateral Agent, as applicable, shall (without notice to, or vote or consent of, any Secured Party) take such actions as shall be reasonably requested by the Borrower and is required to release its security interest in all Collateral, and to release all obligations under any Loan Document, whether or not on the date of such release there may be any (i) obligations in respect of any Secured Cash Management Agreements or Secured Hedge Agreements and (ii) contingent indemnification obligations or expense reimbursement claims not then due; provided, that the applicable Agent shall have received a certificate of a Responsible Officer of the Borrower certifying that such release has been consummated in compliance with this Agreement and the other Loan Documents and that such release is authorized or permitted by this Agreement and the other Loan Documents (but without effecting the automatic nature of any release or subordination pursuant to this Section 9.18). Any such release of obligations shall be deemed subject to the provision that such obligations shall be reinstated if after such release any portion of any payment in respect of the obligations guaranteed thereby shall be rescinded, avoided or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payment had not been made. The Borrower agrees to pay all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent or the Collateral Agent (and their respective representatives) in connection with taking such actions to release security interests in all Collateral and all obligations under the Loan Documents as contemplated by this Section 9.18(e).

(f) Obligations of the Borrower or any of its Subsidiaries under any Secured Cash Management Agreement or Secured Hedge Agreement (after giving effect to all netting arrangements relating to such Secured Hedge Agreements) shall be secured and guaranteed pursuant to the Security Documents only to the extent that, and for so long as, the other Obligations are so secured and guaranteed. No person shall have any voting rights under any Loan Document solely as a result of the existence of obligations owed to it under any such Secured Cash Management Agreement or Secured Hedge Agreement. For the avoidance of doubt, no release of Collateral or Guarantors affected in the manner permitted by this Agreement shall require the consent of any holder of obligations under any Secured Cash Management Agreement or Secured Hedge Agreement.

(g) Upon reasonable request of the Borrower, the Collateral Agent shall return possessory Collateral held by it that is released from the security interests created by the Security Documents pursuant to this Section 9.18. In the event that the Collateral Agent loses or misplaces any possessory collateral delivered to the Collateral Agent by any Loan Party, upon reasonable

request of the Borrower the Collateral Agent shall provide a loss affidavit to the Borrower, in the form customarily provided by the Collateral Agent in such circumstances.

Section 9.19. USA PATRIOT Act Notice; Beneficial Ownership Regulation Notice. Each Lender that is subject to the USA PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies each Loan Party that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies such Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA PATRIOT Act. Each Loan Party shall use commercially reasonable efforts to, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation.

Section 9.20. Agency of the Borrower for the Loan Parties. Each of the other Loan Parties hereby appoints the Borrower as its agent for all purposes relevant to this Agreement and the other Loan Documents, including the giving and receipt of notices and the execution and delivery of all documents, instruments and certificates contemplated herein and therein and all modifications hereto and thereto.

Section 9.21. No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees that:

(a) (i) the arranging and other services regarding this Agreement provided by each Agent, the Amendment No. 1 Arrangers and the Lenders are arm’s-length commercial transactions between the Borrower and its Affiliates, on the one hand, and each Agent, each Amendment No. 1 Arranger and the Lenders, on the other hand, (ii) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents;

(b) (i) each Agent, each Amendment No. 1 Arranger and the Lenders is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, any of its Affiliates or any other person and (ii) neither the Administrative Agent, the Collateral Agent, any Amendment No. 1 Arranger nor any Lender has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and

(c) each Agent, each Amendment No. 1 Arranger, the Lenders, and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and neither the Administrative Agent, the Collateral Agent, any Amendment No. 1 Arranger nor any Lender has any obligation to disclose any of such interests to the Borrower or its Affiliates.

To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Agents, the Amendment No. 1 Arrangers and the Lenders with respect

to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 9.22. **Payments Set Aside.** To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

Section 9.23. **Acknowledgement and Consent to Bail-In of Affected Financial Institutions.** Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

Section 9.24. **Electronic Execution of Assignments and Certain Other Documents.** The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including, without limitation, Assignment and Acceptances, Borrowing Requests, Interest Election Requests, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, 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.

Section 9.25. Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Hedging Agreement or any other agreement or instrument that is a QFC (such support, “QFC Credit Support”, and each such QFC, a “Supported QFC”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “U.S. Special Resolution Regimes”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a “Covered Party”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 9.25, the following terms have the following meanings:

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

“Covered Entity” means any of the following: (a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (c) 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).

Section 9.26. Indemnification of Consenting Parties and Ad Hoc Group Advisors. As between the Loan Parties and the Consenting Parties (as defined in the Transaction Support Agreement) only:

(a) Without limiting the obligations of the Loan Parties under the Existing Documents (as defined in the Transaction Support Agreement), the Definitive Documents (as defined in the Transaction Support Agreement) or any related guarantees, security documents, agreements, amendments, instruments or other relevant documents, each Loan Party hereby agrees to indemnify, pay and hold harmless each current or former Consenting Party and each of its Affiliates and all of their respective officers, directors, members, managers, partners, employees, shareholders, advisors, agents, and other representatives of each of the foregoing and their respective successors and permitted assigns (each, an "Indemnified Party") from and against any and all actual losses, claims, damages, actions, judgments, suits, costs, expenses, disbursements and liabilities, joint or several, of any kind or nature whatsoever (including, subject to the remainder of this sentence, the reasonable and documented out-of-pocket fees and disbursements of counsel for any Indemnified Party, and including any out-of-pocket costs associated with any discovery or other information requests, but, for the avoidance of doubt, not including Taxes, indemnification with respect to which shall be governed by Section 2.15(a)(ii) and Section 2.17, other than Taxes that represent losses, claims, damages, liabilities and related expenses resulting from a non-Tax claim) but in each case, only to the extent of such Indemnified Party's actual out-of-pocket amounts, whether direct, indirect, special or consequential and whether based on any federal, state or foreign laws, statutes, rules or regulations (including securities and commercial laws, statutes, rules or regulations) on common law or equitable cause or on contract or otherwise, that may be imposed on, incurred by, or asserted against any Indemnified Party, in any manner relating to or arising out of, in connection with, or as a result of (i) this Agreement, the other Loan Documents, the Definitive Documents (as defined in the Transaction Support Agreement), the Transaction Support Agreement, the Transactions or any related guarantees, security documents, agreements, instruments or other documents, (ii) the negotiation, formulation, preparation, execution, delivery or performance of the foregoing or (iii) any actual claim, litigation, investigation or proceeding relating to the foregoing, regardless of whether any Indemnified Party is a party thereto and whether or not the transactions contemplated hereby are consummated (but limited, in the case of legal fees and expenses, to (x) those of (I) Davis Polk & Wardwell LLP or (II) if Davis Polk & Wardwell LLP does not represent the group due to an actual or potential conflict of interest, another law firm selected by the Majority Consenting Parties (as defined in the Transaction Support Agreement), in each case, as counsel to the Consenting Parties (as defined in the Transaction Support Agreement) incurred in connection with any such claim, litigation, investigation or proceeding, and one local counsel in any relevant material jurisdiction and (y) in the case of an actual or perceived conflict of interest where the Indemnified Parties affected by such conflict inform the Borrower of such conflict and thereafter retain their own counsel with the Borrower's prior written consent (not to be unreasonably withheld), additional counsel to such affected Indemnified Parties (and, if necessary, solely in the case of any such actual or perceived conflict of interest, additional local counsel to such affected Indemnified Parties, in each such relevant material jurisdiction)) (such foregoing amounts, "Losses" and such Loan Party obligation, the "Indemnification Obligations"). The Loan Parties shall reimburse each Indemnified Party reasonably promptly, but in no event later than 30 days following written demand therefor (together with reasonable backup documentation supporting such reimbursement request) for their reasonable and documented out-of-pocket costs and expenses (but limited, in the case of legal fees and expenses, to (x) those of Davis Polk & Wardwell LLP and local counsel and (y) any conflicts counsel or local counsel retained by an Indemnified Party in accordance with the preceding sentence). No Indemnified Party shall be entitled to indemnity hereunder in respect of any Losses to the extent that it is found by a final, non-appealable judgment of a court of competent jurisdiction that such Losses arise from (i) the

bad faith, gross negligence or willful misconduct by such Indemnified Party (or any of its Related Parties), (ii) the willful and material breach of this Agreement by such Indemnified Party (or any of its Related Parties) or (iii) any disputes solely among Indemnified Parties and not arising out of or related to any act or omission of any of the Loan Parties.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Indemnification Obligations set forth herein (i) shall survive the expiration or termination of this Agreement, (ii) shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Consenting Parties or any other Indemnified Party and (iii) shall be binding on any successor or assign of the Loan Parties and the successors or assigns to any substantial portion of its business and assets.

(c) Notwithstanding anything in this Agreement or any other Loan Document to the contrary, neither Agent shall have any duties or obligations pursuant to, or in connection with, this Section 9.26, or be responsible for any payments pursuant to this Section 9.26 (all of which shall be made directly by the Loan Parties to the applicable Consenting Party).

Section 9.27. FCC and State PUC Compliance. Notwithstanding anything to the contrary contained in any of the Loan Documents, none of the Administrative Agent, the Collateral Agent or the Lenders, nor any of their agents, will take any action pursuant any Loan Document that would constitute or result in an assignment or transfer of control of any FCC License or State PUC License held by a Loan Party or any Subsidiary of a Loan Party if such assignment or transfer of control would require, under existing Telecommunications Laws, the prior application to, approval of, or notice to, the FCC or any State PUC, without first filing such application, obtaining such approval and/or providing such required notice to the FCC and/or State PUC.

Section 9.28. Regulated Subsidiaries. Notwithstanding any provision of this Agreement, any other Loan Document or otherwise to the contrary:

(a) (x) any Regulated Guarantor Subsidiary that the Borrower intends to cause to become a Designated Guarantor Subsidiary shall be treated as a Collateral Guarantor for purposes of Article VI so long as the Borrower is using commercially reasonable efforts to satisfy the Guarantee Permit Condition (or, solely with respect to (x) investments with respect to the payment of intercompany expenses or other investments, in each case in the ordinary course of business and (y) investments with respect to the payment of capital expenditures with respect to any such Regulated Guarantor Subsidiary, has been unable to satisfy the Guarantee Permit Condition as to such Subsidiary in spite of such efforts) and (y) no Regulated Guarantor Subsidiary shall be required to provide any guarantee or become a party to the Guarantee Agreement until such time as it has satisfied the Guarantee Permit Condition; and

(b) (x) any Regulated Grantor Subsidiary that the Borrower intends to cause to become a Designated Grantor Subsidiary shall be treated as a Collateral Guarantor for purposes of Article VI so long as the Borrower is using commercially reasonable efforts to satisfy the Collateral Permit Condition (or, solely with respect to (x) investments with respect to the payment of intercompany expenses or other investments, in each case in the ordinary course of business and (y) investments with respect to the payment of capital expenditures with respect to any such Regulated Grantor Subsidiary, has been unable to satisfy the Collateral Permit Condition as to such Subsidiary in spite of such efforts) and (y) no Regulated Grantor Subsidiary shall be required to grant a lien on any of its Collateral, become a party to the Collateral Agreement or have its Equity Interests pledged as Collateral until such time as it has satisfied the Collateral Permit Condition.

[Signature pages intentionally omitted.]

Schedule A

Institution	Lenders	Term B-3 Refinancing Loan Principal Amount	Term B-3 Refinancing Loan % Holdings
Bank of America, N.A.	Bank of America, N.A.	\$2,278,507,689.24	94.94%
Eaton Vance	Brighthouse Funds Trust I - Brighthouse/Eaton Vance Floating Rate Portfolio	\$1,333,212.24	0.06%
Eaton Vance	Calvert Management Series- Calvert Floating-Rate Advantage Fund	\$339,838.42	0.01%
Eaton Vance	Eaton Vance Floating Rate Income Trust	\$600,000.00	0.03%
Eaton Vance	Eaton Vance Floating Rate Portfolio	\$12,350,606.64	0.51%
Eaton Vance	Eaton Vance Floating-Rate ETF	\$3,000,000.00	0.13%
Eaton Vance	Eaton Vance Institutional Senior Loan Fund	\$11,853,760.32	0.49%
Eaton Vance	Eaton Vance Institutional Senior Loan Plus Fund	\$1,500,000.00	0.06%
Eaton Vance	Eaton Vance International (Cayman Islands) Floating-Rate Income Portfolio	\$1,000,000.00	0.04%
Eaton Vance	Eaton Vance Multi-Asset Credit Fund	\$500,000.00	0.02%
Eaton Vance	Eaton Vance Multi-Asset Credit Fund II LLC	\$250,000.00	0.01%
Eaton Vance	Eaton Vance Senior Floating-Rate Trust	\$2,100,000.00	0.09%
Eaton Vance	Eaton Vance Senior Income Trust	\$650,000.00	0.03%
Eaton Vance	Eaton Vance Trust Company Multi- Asset Credit Fund II	\$250,000.00	0.01%
Eaton Vance	Eaton Vance US Loan Fund 2016 a Series Trust of Global Cayman Investment Trust	\$1,000,000.00	0.04%
Eaton Vance	Eaton Vance US Senior BL Fund 2018	\$1,000,000.00	0.04%
Eaton Vance	Eaton Vance VT Floating-Rate Income Fund	\$2,574,929.52	0.11%
Oak Hill Advisors, L.P.	Mediolanum Best Brands - Global High Yield	\$4,300,000.00	0.18%
Oak Hill Advisors, L.P.	Mercer QIF Fund PLC - Mercer Investment Fund 1	\$2,500,000.00	0.10%
Oak Hill Advisors, L.P.	OHA Credit Funding 1, Ltd	\$2,323,369.00	0.10%
Oak Hill Advisors, L.P.	OHA Credit Funding 10, Ltd	\$1,708,204.96	0.07%
Oak Hill Advisors, L.P.	OHA Credit Funding 11, Ltd.	\$1,600,000.00	0.07%

Oak Hill Advisors, L.P.	OHA Credit Funding 12, Ltd.	\$1,400,000.00	0.06%
Oak Hill Advisors, L.P.	OHA Credit Funding 13, Ltd.	\$1,100,000.00	0.05%
Oak Hill Advisors, L.P.	OHA Credit Funding 14, Ltd	\$1,300,000.00	0.05%
Oak Hill Advisors, L.P.	OHA Credit Funding 15, Ltd.	\$1,000,000.00	0.04%
Oak Hill Advisors, L.P.	OHA Credit Funding 16, Ltd.	\$1,200,000.00	0.05%
Oak Hill Advisors, L.P.	OHA Credit Funding 17, Ltd.	\$1,100,000.00	0.05%
Oak Hill Advisors, L.P.	OHA Credit Funding 2, Ltd	\$2,754,552.42	0.11%
Oak Hill Advisors, L.P.	OHA Credit Funding 3, LTD	\$3,212,920.32	0.13%
Oak Hill Advisors, L.P.	OHA Credit Funding 4, Ltd.	\$2,762,451.62	0.12%
Oak Hill Advisors, L.P.	OHA Credit Funding 5, Ltd	\$2,790,089.56	0.12%
Oak Hill Advisors, L.P.	OHA Credit Funding 6, Ltd.	\$2,396,907.54	0.10%
Oak Hill Advisors, L.P.	OHA Credit Funding 7, Ltd.	\$2,208,233.28	0.09%
Oak Hill Advisors, L.P.	OHA Credit Funding 8, Ltd.	\$1,598,707.74	0.07%
Oak Hill Advisors, L.P.	OHA Credit Funding 9, Ltd.	\$1,559,196.34	0.06%
Oak Hill Advisors, L.P.	OHA Credit Partners VII, Ltd.	\$3,253,208.62	0.14%
Oak Hill Advisors, L.P.	OHA Credit Partners XI, Ltd	\$1,842,154.54	0.08%
Oak Hill Advisors, L.P.	OHA Credit Partners XII Ltd	\$2,724,104.52	0.11%
Oak Hill Advisors, L.P.	OHA Credit Partners XIII, Ltd	\$1,147,667.38	0.05%
Oak Hill Advisors, L.P.	OHA Credit Partners X-R, Ltd.	\$2,766,293.80	0.12%
Oak Hill Advisors, L.P.	OHA Credit Partners XV, Ltd.	\$1,500,000.00	0.06%
Oak Hill Advisors, L.P.	OHA Credit Partners XVI, Ltd	\$1,767,596.68	0.07%
Oak Hill Advisors, L.P.	OHA Loan Funding 2013-1, Ltd.	\$2,285,721.30	0.10%
Oak Hill Advisors, L.P.	OHA Loan Funding 2015 1 Ltd	\$2,978,200.58	0.12%
Oak Hill Advisors, L.P.	OHA Loan Funding 2016 -1, Ltd	\$2,760,383.42	0.12%
Oak Hill Advisors, L.P.	Stichting Philips Pensioenfond	\$1,700,000.00	0.07%
Boston Management and Research	Senior Debt Portfolio	\$17,650,000.00	0.74%

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Kate Johnson, Chief Executive Officer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Lumen Technologies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors:
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 1, 2025

/s/ Kate Johnson

Kate Johnson
Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Chris Stansbury, Chief Financial Officer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Lumen Technologies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors:
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 1, 2025

/s/ Chris Stansbury
Chris Stansbury
Executive Vice President and Chief
Financial Officer

**Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

I, Kate Johnson, Chief Executive Officer of Lumen Technologies, Inc. ("Lumen Technologies"), certify that, to my knowledge, the Quarterly Report on Form 10-Q for the quarter ended March 31, 2025 of Lumen Technologies fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 and that the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Lumen Technologies as of the dates and for the periods covered by such report.

A signed original of this statement has been provided to Lumen Technologies and will be retained by Lumen Technologies and furnished to the Securities and Exchange Commission or its staff upon request.

Date: May 1, 2025

/s/ Kate Johnson
Kate Johnson
Chief Executive Officer

**Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

I, Chris Stansbury, Chief Financial Officer of Lumen Technologies, Inc. ("Lumen Technologies"), certify that, to my knowledge, the Quarterly Report on Form 10-Q for the quarter ended March 31, 2025 of Lumen Technologies fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 and that the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Lumen Technologies as of the dates and for the periods covered by such report.

A signed original of this statement has been provided to Lumen Technologies and will be retained by Lumen Technologies and furnished to the Securities and Exchange Commission or its staff upon request.

Date: May 1, 2025

/s/ Chris Stansbury
Chris Stansbury
Executive Vice President and Chief
Financial Officer